



PREPARED FOR

City Of Cooper City ("Customer")

PO Box 290910

Cooper City, FL 33329

PREPARED BY

Brightly Software Inc ("Company")

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PUBLISHED ON

February 24, 2026



Q-460935

- Omnia Partners Contract Number: R210702
- <https://www.omniapartners.com/suppliers/brightly/public-sector>

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Alex Rey
 PO Box 290910
 Cooper City , FL
 33329
 United States

Ship To Address:

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Subscription Term: 18 months (04/01/2026 - 09/30/2027)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Enterprise	4/1/2026	9/30/2026	35,000.00 Population	20,355.34 USD
- Asset Essentials Analytics	4/1/2026	9/30/2026		Included
- AE Safety	4/1/2026	9/30/2026		Included
- Asset Essentials Inventory	4/1/2026	9/30/2026		Included
- Facilities/Physical Plant Module	4/1/2026	9/30/2026		Included
- Streets/Signs/Sidewalks Module	4/1/2026	9/30/2026		Included
- Parks, Recreation and Forestry Module	4/1/2026	9/30/2026		Included
- GIS Asset Management	4/1/2026	9/30/2026		Included
04/01/2026 - 06/30/2026 included at no additional cost				-10,122.05 USD
			Subtotal:	10,233.29 USD



Professional Services		
Item	Pricing Based On	Investment
Asset Essentials - Enterprise Implementation		33,927.35 USD
On-site incidental expenses		*See Note Below
		Subtotal: 33,927.35 USD
Total Initial Investment		44,160.64 USD

* Incidental travel related expenses will be invoiced to Client at cost but are not anticipated to exceed \$3,000 per week, per resource for on-site services.



Cloud Services Subscription

Item	Investment Year 2 Start Date: 10/01/2026
Asset Essentials Enterprise	43,153.31 USD
- Asset Essentials Analytics	Included
- AE Safety	Included
- Asset Essentials Inventory	Included
- Facilities/Physical Plant Module	Included
- Streets/Signs/Sidewalks Module	Included
- Parks, Recreation and Forestry Module	Included
- GIS Asset Management	Included
Total:	43,153.31 USD



Subscription Term: 9 months (01/01/2027 - 09/30/2027)

Managed Services			
Item	Start Date	End Date	Investment
Premier Support Services	1/1/2027	9/30/2027	6,106.60 USD
			Subtotal: 6,106.60 USD
Total Initial Investment			6,106.60 USD

Custom Asset Essentials Enterprise Implementation (no Parts)
Scope of Work

This scope of work ("SOW") is dated as of **February 18, 2026**, and is entered into and between **Brightly Software, Inc.** (Company) and **Cooper City** (Customer). The Company and Customer (Parties) are executing this SOW solely for the purpose of enabling and authorizing Company to provide professional services to Customer.

1. Scope

Company will provide specified professional consulting services to Customer to implement Asset Essentials, an on-line Computerized Maintenance Management System (CMMS). The services described in this SOW shall apply to the implementation of Asset Essentials application for Customer.

The Asset Essentials implementation includes core CMMS functionality for work order management, asset tracking, preventive maintenance scheduling, and reporting capabilities to optimize maintenance operations and asset performance.

Company follows the implementation methodology below, which outlines pre-defined stages and deliverables ("Project"). The Project includes establishing comprehensive project governance, system configuration, data migration, testing, and deployment as outlined in sections 1.1 through 1.5.

1.1 Plan

In the Plan stage, Company establishes a foundation for the Project's success by leading a Project kick-off call, defining key stakeholders, developing a Project Schedule, and establishing a clear governance framework with defined roles and responsibilities.

1.1.1 Company Responsibilities

- (a) Lead one (1) Project Kick-off call with Customer stakeholders.
- (b) Develop and maintain a comprehensive Project Schedule with key milestones, deliverables, and timelines.
- (c) Establish a Project governance structure including roles, responsibilities, and decision-making processes.
- (d) Schedule one (1) weekly Project status meeting up to one (1) hour in duration to review progress against plan.
- (e) Maintain a risk register and issue log with assigned ownership and resolution timelines.

1.1.2 Customer Responsibilities

- (a) Review and approve the Project Schedule.
- (b) Assign appropriate representatives to participate in the governance structure with decision-making authority.
- (c) Identify, document, and escalate issues or risks that may impact Project success.
- (d) Participate in planning sessions as requested by the Company.
- (e) Provide feedback on planning documents.

1.1.3 Deliverables

- (a) Project Schedule with defined milestones, dependencies, and resource allocations.
- (b) Project governance framework document.
- (c) Weekly status reports.
- (d) Current risk register and issue log with tracking of resolution status.

1.1.4 Conditions

- (a) Company will perform only one (1) iteration of Plan stage.
- (b) Project Schedule updates will occur at a frequency determined by Company.
- (c) Major changes to the Project Schedule may trigger the Change Control Process.
- (d) Critical issues requiring immediate attention will be addressed through an escalation process defined in the governance framework.

1.1.5 Exclusions

- (a) Detailed planning for out-of-scope activities or future stages not specified in the current contract.
- (b) Management of Customer internal resources or third-party vendor coordination unless explicitly stated.

1.1.6 Acceptance Criteria

- (a) The Project Schedule will be accepted upon confirmation that it includes all key deliverables and timelines.
- (b) Acceptance of the Project governance framework document requires verification that it clearly defines roles, responsibilities, and decision-making processes.
- (c) Weekly status reports must accurately reflect Project progress, risks, and issues to be considered acceptable.
- (d) The risk register and issue log requires verification that it comprehensively tracks identified risks and issues with appropriate ownership and resolution timelines.

1.2 Design

During the Design stage, Company conducts stakeholder interviews to understand the Customer's current processes and data migration needs and determine the appropriate Asset Essentials configuration. Business requirements will be documented and reviewed for Customer acceptance prior to moving to the next Project stage. The Project Manager continues to work the Project Schedule, communicate proactively with stakeholders, and actively manage risks.

1.2.1 Company Responsibilities

- (a) Collect and document requirements for Asset Essentials in a centralized Requirements Log.
- (b) Analyze requirements for feasibility within the standard Asset Essentials capabilities.
- (c) Identify gaps between requirements and standard product functionality.
- (d) Propose alternative solutions for requirements that cannot be met through standard configuration.
- (e) Document maintenance workflows and asset management processes.

1.2.2 Customer Responsibilities

- (a) Identify and make available subject matter experts for requirements gathering sessions covering maintenance and asset management.
- (b) Review and approve documented requirements within the agreed timeframe.
- (c) Make decisions regarding proposed alternatives for gap resolution.
- (d) Review and approve the Requirements Log for Asset Essentials.

1.2.3 Deliverables

- (a) Up to two (2) requirements gathering meetings for Asset Essentials core functionality up to one (1) hour in duration each.
- (b) Requirements Log containing functional business requirements for Asset Essentials.
- (c) Requirements Log sign-off documentation from Customer stakeholders.

1.2.4 Conditions

- (a) Requirements analysis will be limited to functionality available in Asset Essentials.
- (b) Requirements Log must be approved before Build stage begins.
- (c) Material changes to requirements after approval will be subject to the Change Control Process.

1.2.5 Exclusions

- (a) Requirements for software applications not included in current Project scope.
- (b) Development of detailed technical specifications beyond what is needed for configuration.
- (c) Requirements that require product enhancements or reports beyond standard configuration capabilities.

1.2.6 Acceptance Criteria

- (a) Requirements Log must accurately capture functional business requirements for Asset Essentials to be considered acceptable.

1.3 Build

In the Build stage, Company configures Asset Essentials according to Customer's functional business requirements and imports applicable data. Final configuration will be demonstrated and reviewed for Customer acceptance prior

to moving to the next Project stage. The Company continues to execute according to the Project Schedule, communicate proactively with stakeholders, and actively manage risks.

1.3.1 Company Responsibilities

- (a) Configure Asset Essentials according to the approved Requirements Log.
- (b) Produce data import templates to be populated with Customer data for Locations, Assets, Users, and Preventative Maintenance Schedules.
- (c) Perform analysis on Customer-provided data to determine alterations and/or perform transformations which must be completed prior to upload.
- (d) Import transformed Customer data into Asset Essentials.
- (e) Perform quality control testing to ensure data was uploaded properly.

1.3.2 Customer Responsibilities

- (a) Extract data to be migrated from existing source system into either .CSV or Excel file(s) for all data types.
- (b) Supply necessary resources and information required for configuration and data mapping activities.
- (c) Remediate and, if necessary, redeliver data that does not pass initial analysis or cannot be uploaded due to errors or missing, required elements in the provided data.
- (d) Review and approve the system configurations within the agreed timeframe.
- (e) Provide feedback on data import results and any issues identified.

1.3.3 Deliverables

- (a) Asset Essentials configured by Company aligned with the approved Requirements Log.
- (b) Extract data from source systems and/or reports by Customer and provided to Company in standardized format.
- (c) Data uploaded by Company for Locations, Assets, Users, and Preventative Maintenance Schedules.

1.3.4 Conditions

- (a) Configuration and data upload limited to functionality available in Asset Essentials.
- (b) Data uploads will be limited to the frequency and timing as defined in the Project Schedule.
- (c) Any changes to configurations after approval may affect Project timelines and will be subject to the Change Control Process.

1.3.5 Exclusions

- (a) Company extraction of data from source system(s).
- (b) Company migration of data beyond specified data types.
- (c) Company defining and/or configuration of non-standard asset types or custom fields.

1.3.6 Acceptance Criteria

- (a) Configured Asset Essentials will be accepted upon verification that it aligns with the approved Requirements Log.
- (b) Extracted data from source systems requires confirmation that it has been provided to Company in standardized format.
- (c) Data uploads will be accepted upon confirmation that data has been properly transformed and loaded into Asset Essentials.

1.4 Test

The Test stage ensures the configured solution meets the documented business requirements and is ready for deployment. This stage focuses on executing a testing strategy that validates the configuration, user workflows, reports, and Asset Essentials functionality.

1.4.1 Company Responsibilities

- (a) Make recommendations and provide comprehensive guidance to Customer on the development of Test Cases; including recommended user scenarios for thoroughly testing the requirements for Asset Essentials.
- (b) Prepare and deliver up to one (1) User Acceptance Testing (UAT) training covering Asset Essentials

functionality to prepare testers with detailed knowledge of features and functions, up to two (2) hours in duration.

(c) Provide Customer with access to Company learning management system ("LMS") containing relevant online training modules.

(d) Provide a documentation format to collect, manage, and report on issues identified during the testing period ("UAT Issue Log") and deliver corrective action for any reported issues confirmed by Company resources.

(e) Review Test Cases provided by Customer and notify Customer of completion of corrective actions.

1.4.2 Customer Responsibilities

(a) Create a comprehensive workbook of Test Cases (containing user instructions and sample datasets) to verify that knowledgeable users can utilize Asset Essentials, configuration, and migrated data to achieve the documented scenarios in the Requirements Log.

(b) Create a document where test case results will be recorded and identify Customer resources responsible for executing the Test Cases during the testing period ("Test Plan").

(c) Perform the Test Cases according to the Test Plan during the allotted testing period for Asset Essentials.

(d) Document any failures of Test Cases in the UAT Issue Log and provide additional or missing data necessary for resolution of reported issues.

1.4.3 Deliverables

(a) Comprehensive UAT Issue Log with detailed tracking of identified issues and their resolution status, including reporting of any issues which prevent successful completion of Test Cases.

(b) Successful execution of approved Test Cases and completion of Test Plan by Customer for Asset Essentials.

(c) Documentation Test Case remediation by Company in UAT Issue Log.

(d) Delivery of UAT training and LMS access provided by Company.

1.4.4 Conditions

(a) Test Cases limited to those requirements contained in the Requirements Log.

(b) Testing must be completed according to Project Schedule with Customer completing all testing and reporting all issues within the testing period; any issues identified outside of this window must be reviewed and accepted by Company.

(c) Any deployments (e.g., release of code, scripts, or other adjustments made through the back-end of the software) will be made in accordance with change management controls as determined by Company to protect Production data and systems.

(d) If Customer is unable to produce Test Cases or a Test Plan, they may perform exploratory testing during the Testing Period; in such cases, due to the lack of objective basis for testing, Company shall reserve the right to reject any issues reported which were not captured in the Requirements Log.

1.4.5 Exclusions

(a) Development of Test Cases or Test Plans by Company resources, as these remain Customer responsibilities and must be created by Customer teams.

(b) Any issues reported by Customer which require product enhancements or other alterations to the core Asset Essentials application, as opposed to configuration and/or data which is specific to each Customer.

(c) Company will not perform extraction, collection, or generation of missing or incorrect data unless stated explicitly herein (or agreed upon as part of Change Control Process).

(d) Customer shall perform one single testing period. Requests for additional testing periods, or Test Cases delivered after the start of the testing period, must be submitted to Company and may be subject to Change Control Process.

1.4.6 Acceptance Criteria

(a) UAT Issue Log requires confirmation that it provides an effective mechanism to track and manage identified issues.

(b) Test Case execution results will be accepted upon verification that Asset Essentials functions according to the approved Requirements Log.

(c) Remediation of identified issues requires successful reperformance of previously failed Test Cases for acceptance.

1.5 Deploy

The Deploy stage is the final stage of Project, where Company trains Customer on Asset Essentials functionality and the thoroughly tested and validated system is made available to end-users. "Go-Live" is defined as when Requirements Log, UAT Test Cases, and end-user training has been completed and/or accepted. Project completion is the completion of the Deploy stage.

1.5.1 Company Responsibilities

- (a) Perform training for Asset Essentials functionality including work order management, asset tracking, and preventive maintenance.
- (b) Develop go-live schedule for final data/configuration alterations and provide written notice when system is ready for operational use.
- (c) Coordinate transition meeting between Company Project team and Company Support teams at conclusion of post go-live period.

1.5.2 Customer Responsibilities

- (a) Appoint and ensure attendance of resources responsible for training Customer users on Asset Essentials functionality and approve go-live schedule.
- (b) Provide written notice for rescheduling requests and develop plan for additional end-user training.
- (c) Align internal stakeholders on timing/resources for go-live and develop change management plan for organizational readiness.
- (d) Request any remaining training hours and implement change management plan activities during post go-live period.

1.5.3 Deliverables

- (a) Training materials and completed training sessions for Asset Essentials functionality.
- (b) Transition to Company Support team following post go-live period completion.
- (c) Status Reports throughout post go-live period.
- (d) Documented configuration and data adjustments made during post go-live period.

1.5.4 Conditions

- (a) Customer has unlimited LMS access; post go-live support provided for thirty (30) days from Go-Live notice.
- (b) If Customer cannot schedule Go-Live within thirty (30) days of notice, Company may place Project on-hold with potential Change Control implications.

1.5.5 Exclusions

- (a) Training topics related to the Requester or other system roles, or Customer-specific business processes, unless explicitly stated herein.
- (b) Company coordination of Customer resources or communications/change management activities for Go-Live.
- (c) Changes in requirements beyond those deemed necessary by Company and accepted by Customer.

1.5.6 Acceptance Criteria

- (a) Training materials and completed training sessions require verification that they provide comprehensive instruction on Asset Essentials functionality.
- (b) Transition to Company Support team will be accepted upon confirmation that appropriate handover information has been provided.
- (c) Status Reports must accurately reflect post go-live activities and issues to be considered acceptable.
- (d) Documented configuration and data adjustments made during post go-live period require verification that they address identified needs.

1.6 Project Timeline

The Project Schedule shall be developed collaboratively during the Plan stage of the Project through mutual agreement between the Company Project Manager and Customer Project Lead/Project Sponsor. Actual Project timeline will vary based on the size and complexity of Customer's organization and Customer's ability to meet its responsibilities in a timely manner. The Company Project Manager and Customer Project Lead/Project Sponsor will work together to establish realistic milestones and delivery dates that accommodate both parties' operational requirements and resource availability. Major changes to requirements or scope may trigger the Change Control

Process and affect the timeline, requiring mutual agreement between the Company Project Manager and Customer Project Lead/Project Sponsor on any timeline adjustments.

2. Out of Scope

Any services not explicitly included in this Statement of Work are considered out of scope, including, but not limited to:

2.1 Reporting and Analytics Services

- (a) Custom (non-standard) reports beyond standard Asset Essentials capabilities.
- (b) Creation of specialized data visualizations or executive dashboards.
- (c) Integration with third-party business intelligence tools.
- (d) Development of custom reporting templates.

2.2 Data Management Services

- (a) Extraction of data from Customer's source systems.
- (b) Migration of historical work order data.
- (c) Additional data imports or conversion of data beyond specified data types.

2.3 Financial and Contract Services

- (a) Configuration of billing or invoicing functionality.
- (b) Setup of vendor contracts or payment terms.
- (c) Integration with financial or accounting systems.
- (d) Configuration of purchasing workflows.
- (e) Management of budget or cost tracking features.

2.4 Technical Development Services

- (a) Custom code development or scripting.
- (b) Application Programming Interface (API) development or integration with third-party systems.
- (c) Product enhancements or modifications to core functionality.
- (d) Development of mobile applications or extensions.
- (e) Creation of custom workflows beyond standard configuration.

2.5 Additional Implementation Services

- (a) On-site training beyond what is explicitly stated herein.
- (b) Business process reengineering or optimization.
- (c) Change management services beyond basic guidance.
- (d) Additional testing cycles beyond those specified in the Project Schedule.

3. Change Control

Customer may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services. Further details can be found at <https://www.brightlysoftware.com/terms> -> Base Terms -> Section 3 - Changes.

4. Roles and Responsibilities

4.1 Company Roles and Responsibilities

Company implementation team consists of the following team members with the following roles and responsibilities:

4.1.1 Project Manager

- (a) Develop and maintain a comprehensive Project schedule with key milestones, deliverables, and timelines.
- (b) Establish a Project governance structure including roles, responsibilities, and decision-making processes.
- (c) Schedule and conduct regular Project status meetings to review progress against plan.
- (d) Maintain a risk register and issue log with assigned ownership and resolution timelines.
- (e) Coordinate transition meeting between Company Project team and Company Support teams at conclusion of post go-live period.

4.1.2 Implementation Consultant

- (a) Collect and document requirements for Asset Essentials in a centralized Requirements Log.
- (b) Configure Asset Essentials according to the approved Requirements Log.
- (c) Perform analysis on provided data to determine alterations and/or transformations required prior to upload.
- (d) Provide recommendations and guidance to Customer on the development of test cases.
- (e) Prepare and deliver training materials and conduct training sessions for Asset Essentials functionality.

4.2 Customer Roles and Responsibilities

Customer Project team shall include adequate resources to fill the following roles (one Customer resource may fill multiple roles):

4.2.1 Project Leader / Project Sponsor

- (a) Review and approve the Project schedule within five (5) business days of receipt.
- (b) Assign appropriate representatives to participate in the governance structure with decision-making authority.
- (c) Ensure appropriate levels of executive and Customer team members and resources will be made available to the Company Project team.
- (d) Align internal stakeholders on timing/resources for go-live and develop change management plan for organizational readiness.

4.2.2 Subject Matter Experts

- (a) Identify, document, and escalate issues or risks that may impact Project success.
- (b) Review and approve documented requirements within the agreed timeframe for Asset Essentials.
- (c) Create a comprehensive workbook of test cases to verify that knowledgeable users can utilize the system.
- (d) Document any failures of test cases in the UAT Issue Log and provide additional or missing data necessary for resolution.
- (e) Extract data to be migrated from existing source system into either .CSV or Excel file(s) for all required data types.

4.2.3 End Users

- (a) Participate in training sessions and complete the online learning courses for Asset Essentials.
- (b) Perform the test cases according to the test plan during the allotted testing period.
- (c) Provide feedback on data import results and any issues identified.
- (d) Implement change management plan activities during post go-live period.

4.2.4 RACI

Task/Milestone	Company	Customer
Project Schedule Validation	Responsible	Accountable
Project Governance Framework Acceptance	Responsible	Accountable
Requirements Log Acceptance	Responsible	Accountable
Demo Build Development and Validation	Responsible	Accountable
Test Case Execution	Consulted	Responsible/Accountable
Test Case Development and Remediation	Responsible	Accountable
Admin Training Delivered	Responsible	Accountable
End User Training Delivered	Responsible	Accountable

- **Responsible:** The organization responsible for completing the task.

- **Accountable:** The organization who is ultimately accountable for the task's completion and has the final say.
- **Consulted:** Those whose opinions are sought; typically, subject matter experts.
- **Informed:** Organization who needs to be kept updated on progress or decisions but are not directly involved in the task.

5. Assumptions

5.1 Company Assumptions

- (a) Company will not access any Customer systems.
- (b) No third-party systems or software are included in this implementation.
- (c) Company shall provide guidance on requirements, but shall not be responsible for applying risk scores to assets if Risk Assessment functionality is enabled.
- (d) Company shall provide up to five (5) 30-minute data validation sessions to review Customer-provided data.
- (e) Company shall provide a single Testing Period unless additional periods are approved through the Change Control Process.

5.2 Customer Assumptions

- (a) Customer shall designate a single point of contact/project coordinator for the duration of the Project.
- (b) Customer's IT department shall be responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- (c) Customer shall provide relevant data for Locations, Assets, Users, and Preventative Maintenance Schedules in Excel or .CSV format.
- (d) Customer acknowledges that any information not included in the initial data provided shall be Customer's responsibility for updating manually or purchasing additional services following the data import.
- (e) Customer acknowledges that once each task is completed, return to completed tasks will be considered rework and will enact the Change Control Process.
- (f) Customer involvement shall be required to configure Asset Essentials.

5.3 Training Assumptions

- (a) Training consists of both online training courses and instructor-led training covering Asset Essentials functionality, with instructor-led training conducted virtually by default.
- (b) If onsite training is desired, the Customer shall be billed for associated travel expenses with a minimum of two (2) days.
- (c) Customer shall complete the online learning courses for Asset Essentials prior to attending instructor-led training sessions.

5.4 Data Management Assumptions

- (a) Each data type (Locations, Assets, Users, Preventative Maintenance Schedules) shall be provided in one file and one sheet with column headings and one record with corresponding attributes per row.
- (b) Any additional data provided by Customer after the data review call shall not be imported by Company and shall be Customer's responsibility or shall require a change request to be initiated by Customer.
- (c) Once data is approved and imported, any further data edits shall be the responsibility of the Customer.
- (d) If Customer is unable to provide data in an acceptable format for import, Company Implementation Consultant shall guide Customer on how to manually create records in Asset Essentials.
- (e) Assets must be associated with Locations in Asset Essentials. The data provided by Customer must clearly identify which assets are associated with a specific location.

5.5 General Assumptions

- (a) Any services not explicitly included in this SOW are assumed to be out of scope.
- (b) Services will be provided in the English language and during the following hours Monday to Friday 8:30am to 5pm, Eastern Standard Time. Excluding any holidays that the United States of America observes.

6. Project Billing and Schedule

Upon acceptance of the Deliverables in the Project Milestones (see Sections 1.1 through 1.5), Customer will be billed for a percentage of Total Services Fees according to the percentages below:

Task/Project Stage	Billing Percentage
Configuration Complete (end of Build Stage)	60%
End User Training	30%
Project Complete (end of Deploy Stage)	10%





Asset Essentials GIS Rider Implementation Scope of Work

1. Scope

Company will provide specified professional consulting services to Customer to implement Asset Essentials, an on-line Computerized Maintenance Management System ("CMMS") – Geographic Information System (GIS) functionality. The services described in this SOW shall apply to the implementation of Asset Essentials Geographic Information System (GIS) functionality application for Customer.

Company follows the implementation methodology below, which outlines pre-defined stages and deliverables ("Project"). The Project includes establishing Project coordination, requirements gathering, system configuration, data migration, testing, and deployment as outlined in sections 1.1 through 1.5.

1.1 Plan

In the Plan stage, Company establishes a foundation for the Project's success by leading a Project kick-off call, initiating regular Project status meetings, and identifying all Project stakeholders.

1.1.1 Company Responsibilities

- a. Lead one (1) Project Kick-off call with Customer.
- b. Provide up to one (1) weekly Project status update to review progress against plan.
- c. Maintain a risk register and issue log with assigned ownership and resolution timelines.

1.1.2 Customer Responsibilities

- a. Identify, document, and escalate issues or risks that may impact Project success.
- b. Participate in planning sessions as requested by the Company.
- c. Provide feedback on planning documents.

1.1.3 Deliverables

- a. Weekly status updates.
- b. Current risk register and issue log with tracking of resolution status.

1.1.4 Conditions

- a. Company will perform only one (1) iteration of Plan stage.
- b. Major changes to the scope of the Project may trigger the Change Control Process.
- c. Critical issues requiring immediate attention will be addressed through an escalation process.

1.1.5 Exclusions

- a. Detailed planning for out-of-scope activities or future stages not specified in the current contract.



- b. Management of Customer internal resources or third-party vendor coordination unless explicitly stated.

1.1.6 Acceptance Criteria

- a. Weekly status updates must accurately reflect Project progress, risks, and issues to be considered acceptable.
- b. The risk register and issue log requires verification that it comprehensively tracks identified risks and issues with appropriate ownership and resolution timelines.

1.2 Design

During the Design stage, Company conducts stakeholder interviews to understand the Customer's current GIS processes and data migration needs and determine the appropriate account configuration. Business requirements will be documented and reviewed for Customer acceptance prior to moving to the next Project stage. The Project Manager continues to communicate proactively with stakeholders and actively manages risk.

1.2.1 Company Responsibilities

- a. Collect and document GIS requirements in a centralized Requirements Log.
- b. Analyze requirements for feasibility within the standard Asset Essentials GIS capabilities.
- c. Identify gaps between requirements and standard product functionality.
- d. Propose alternative solutions for requirements that cannot be met through standard GIS setup.

1.2.2 Customer Responsibilities

- a. Identify and make available subject matter experts for requirements gathering sessions.
- b. Review and approve documented requirements within the agreed timeframe.
- c. Make decisions regarding proposed alternatives for gap resolution.
- d. Review and approve the Requirements Log.

1.2.3 Deliverables

- a. Up to two (2) requirements gathering meetings up to one (1) hour in duration each.
- b. Requirements Log containing functional business requirements.
- c. Requirements Log sign-off documentation from Customer stakeholders.

1.2.4 Conditions

- a. Requirements analysis will be limited to functionality available in Asset Essentials GIS functionality.
- b. Requirements must be approved before Build stage begins.
- c. Material changes to requirements after approval will be subject to the Change Control Process.

1.2.5 Exclusions

- a. Requirements for software applications not included in current Project scope.
- b. Development of detailed technical specifications beyond what is needed for GIS configuration.
- c. Requirements that require product enhancements or reports beyond standard configuration capabilities.



1.2.6 Acceptance Criteria

- a. Requirements Log must accurately capture functional business requirements to be considered acceptable.

1.3 Build

In the Build stage, Company configures Asset Essentials GIS functionality according to Customer's functional business requirements and imports applicable data. Final configuration will be demonstrated and reviewed for Customer acceptance prior to moving to the next Project stage.

1.3.1 Company Responsibilities

- a. Configure Asset Essentials GIS functionality according to the approved Requirements Log.
- b. Produce data import templates to be populated with Customer data for Locations, Assets, Users, and Preventative Maintenance Schedules.
- c. Perform analysis on Customer-provided data to determine alterations and/or perform transformations which must be completed prior to upload.
- d. Import transformed Customer data into Asset Essentials GIS.
- e. Perform quality control testing to ensure data was uploaded properly.

1.3.2 Customer Responsibilities

- a. Extract GIS data to be migrated from existing source system into either .CSV or Excel file(s).
- b. Supply necessary resources and information required for configuration and data mapping activities.
- c. Remediate and, if necessary, redeliver data that does not pass initial analysis or cannot be uploaded due to errors or missing, required elements in the provided data.
- d. Review and approve the system configurations within the agreed timeframe.
- e. Provide feedback on data import results and any issues identified.

1.3.3 Deliverables

- a. Asset Essentials GIS functionality configured by Company aligned with the approved Requirements Log.
- b. Extracted data from source systems and/or reports by Customer and provided to Company in standardized format.
- c. GIS data uploaded by Company.

1.3.4 Conditions

- a. Configuration and GIS data upload limited to the following functionality available in Asset Essentials: Work Order creation from Map, Citizen Portal, Mobile Profiles, Configure GIS Map settings, GIS Layer configuration, and Asset syncing.
- b. Any changes to configurations after approval may affect Project timelines and will be subject to the Change Control Process.

1.3.5 Exclusions

- a. Company extraction of data from source system(s).



- b. Company migration of Locations, Assets, Users, and Preventative Maintenance Schedules data.
- c. Company defining and/or configuration of non-standard asset types or compliance codes.

1.3.6 Acceptance Criteria

- a. GIS functionality will be accepted upon verification that it aligns with the approved Requirements Log.
- b. GIS data from source systems requires confirmation that it has been provided to Company in standardized format.
- c. GIS data upload will be accepted upon confirmation that data has been properly transformed and loaded into Asset Essentials.

1.4 Test

The Test stage ensures the configured solution meets the documented business requirements and is ready for deployment. This stage focuses on executing a testing strategy that validates the configuration, user workflows, reports, and any other approved scope.

1.4.1 Company Responsibilities

- a. Provide standard system Test Cases and user scenarios for thoroughly testing the requirements.
- b. Prepare and deliver up to one (1) User Acceptance Testing (UAT) training covering Asset Essentials GIS functionality to prepare testers with detailed knowledge of features and functions, up to two (2) hours in duration.
- c. Provide a documentation format to collect, manage, and report on issues identified during the testing period ("UAT Issue Log") and deliver corrective action for any reported issues confirmed by Company resources.
- d. Notify Customer of completion of corrective actions.

1.4.2 Customer Responsibilities

- a. Create and document any non-standard Test Cases.
- b. Maintain a workbook of all Test Cases (containing user instructions and sample datasets) to verify that knowledgeable users can utilize the system, configuration, and migrated data to achieve the documented scenarios in the Requirements Log.
- c. Create a document where test case results will be recorded and identify Customer resources responsible for executing the Test Cases during the testing period ("Test Plan").
- d. Perform the Test Cases according to the Test Plan during the allotted testing period.
- e. Document any failures of Test Cases in the UAT Issue Log and provide additional or missing data necessary for resolution of reported issues.

1.4.3 Deliverables

- a. UAT Issue Log with detailed tracking of identified issues and their resolution status, including reporting of any issues which prevent successful completion of Test Cases.
- b. Successful execution of approved Test Cases and completion of Test Plan by Customer.
- c. Documentation Test Case remediation by Company in UAT Issue Log.
- d. Delivery of UAT training and LMS access provided by Company.

1.4.4 Conditions



- a. Limited to standard Test Cases.
- b. Testing must be completed with Customer completing all testing and reporting all issues within the testing period; any issues identified outside of this window must be reviewed and accepted by Company.
- c. Any deployments (e.g., release of code, scripts, or other adjustments made through the back-end of the software) will be made in accordance with change management controls as determined by Company to protect Production data and systems.
- d. If Customer is unable to produce Test Cases or a Test Plan, they may perform exploratory testing during the Testing Period; in such cases, due to the lack of objective basis for testing, Company shall reserve the right to reject any issues reported which were not captured in the Requirements Log.

1.4.5 Exclusions

- a. Development of Test Cases or Test Plans by Company resources, as these remain Customer responsibilities and must be created by Customer teams.
- b. Any issues reported by Customer which require product enhancements or other alterations to the core software application, as opposed to configuration and/or data which is specific to each Customer.
- c. Company will not perform extraction, collection, or generation of missing or incorrect data unless stated explicitly herein (or agreed upon as part of Change Control Process).
- d. Customer shall perform one single testing period. Requests for additional testing periods, or Test Cases delivered after the start of the testing period, must be submitted to Company and may be subject to Change Control Process.

1.4.6 Acceptance Criteria

- a. UAT Issue Log requires confirmation that it provides an effective mechanism to track and manage identified issues.
- b. Test Case execution results will be accepted upon verification that the system functions according to the approved Requirements Log.
- c. Remediation of identified issues requires successful reperformance of previously failed Test Cases for acceptance.

1.5 Deploy

The Deploy stage is the final stage of Project, where Company trains Customer and the thoroughly tested and validated system is made available to end-users. "Go-Live" is defined as when Requirements Log, UAT Test Cases, and end-user training have been completed and/or accepted. Project completion is the completion of the Deploy stage.

1.5.1 Company Responsibilities

- a. Perform End-User training for Asset Essentials GIS functionality that applies to Administrator and Full User roles.
- b. Develop go-live schedule for final data/configuration alterations and provide written notice when system is ready for operational use.
- c. Coordinate transition meeting between Company Project team and Company Support teams at



conclusion of post go-live period.

1.5.2 Customer Responsibilities

- a. Appoint and ensure attendance of resources responsible for training Customer users and approve go-live schedule.
- b. Provide written notice for rescheduling requests and develop plan for additional end-user training.
- c. Align internal stakeholders on timing/resources for go-live and develop change management plan for organizational readiness.
- d. Request any remaining training hours and implement change management plan activities during post go-live period.

1.5.3 Deliverables

- a. Training materials and completed training sessions for Asset Essentials GIS functionality.
- b. Transition to Company Support team following post go-live period completion.
- c. Status Reports throughout post go-live period.
- d. Documented configuration and data adjustments made during post go-live period.

1.5.4 Conditions

- a. Customer has unlimited LMS access; post go-live support provided for thirty (30) days from Go-Live notice.
- b. If Customer cannot schedule Go-Live within thirty (30) days of notice, Company may place Project on-hold with potential Change Control implications.

1.5.5 Exclusions

- a. Training topics related to the Requester or other system roles, or Customer-specific business processes, unless explicitly stated herein.
- b. Company coordination of Customer resources or communications/change management activities for Go-Live.
- c. Changes in requirements beyond those deemed necessary by Company and accepted by Customer.

1.5.6 Acceptance Criteria

- a. Training materials and completed training sessions require verification that they provide comprehensive instruction on Asset Essentials GIS functionality.
- b. Transition to Company Support team will be accepted upon confirmation that appropriate handover information has been provided.
- c. Status Reports must accurately reflect post go-live activities and issues to be considered acceptable.
- d. Documented configuration and data adjustments made during post go-live period require verification that they address identified needs.

1.6 Project Timeline

Actual Project timeline will vary based on the size and complexity of Customer's organization, and Customer's ability to meet its responsibilities in a timely manner. The Company Project Manager and Customer Project Lead/Project Sponsor will work together to establish realistic delivery dates that accommodate both parties'



operational requirements and resource availability. Major changes to requirements or scope may trigger the Change Control Process and affect the timeline, requiring mutual agreement between the Company Project Manager and Customer Project Lead/Project Sponsor on any timeline adjustments.

2. Out of Scope

Any services not explicitly included in this Scope of Work are considered out of scope, including, but not limited to:

2.1 Reporting and Analytics Services

- a. Custom (non-standard) reports beyond standard configuration capabilities.
- b. Creation of specialized data visualizations or executive dashboards.
- c. Integration with third-party business intelligence tools.
- d. Development of custom reporting templates.

2.2 Data Management Services

- a. Extraction of data from Customer's source systems.
- b. Migration of historical work order data.
- c. Additional data imports or conversion of data beyond GIS.

2.3 Financial and Contract Services

- a. Configuration of billing or invoicing functionality.
- b. Setup of vendor contracts or payment terms.
- c. Integration with financial or accounting systems.
- d. Configuration of purchasing workflows.
- e. Management of budget or cost tracking features.

2.4 Technical Development Services

- a. Custom code development or scripting.
- b. Application Programming Interface (API) development or integration with third-party systems.
- c. Product enhancements or modifications to core functionality.
- d. Development of mobile applications or extensions.
- e. Creation of custom workflows beyond standard configuration.

2.5 Additional Implementation Services

- a. On-site training beyond what is explicitly stated herein.
- b. End-user support beyond the post go-live period.
- c. Business process reengineering or optimization.
- d. Change management services beyond basic guidance.

3. Change Control

Customer may request that the Company add services not outlined in this SOW by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services



described therein will become part of the services. Further details can be found at <https://www.brightlysoftware.com/terms> (<https://www.brightlysoftware.com/terms>) -> Base Terms -> Section 3 - Changes.

4. Roles and Responsibilities

4.1 Company Roles and Responsibilities

Company implementation team consists of the following team members with the following roles and responsibilities:

4.1.1 Project Manager

- a. Schedule and conduct regular Project status meetings to review progress against plan.
- b. Maintain a risk register and issue log with assigned ownership and resolution timelines.
- c. Coordinate transition meeting between Company Project team and Company Support teams at conclusion of post go-live period.

4.1.2 Implementation Consultant

- a. Collect and document requirements in a centralized Requirements Log.
- b. Configure Asset Essentials GIS functionality according to the approved Requirements Log.
- c. Perform analysis on provided data to determine alterations and/or transformations required prior to upload.
- d. Provide recommendations and guidance to Customer on the development of test cases.
- e. Prepare and deliver training materials and conduct training sessions.

4.2 Customer Roles and Responsibilities

Customer Project team shall include adequate resources to fill the following roles (one Customer resource may fill multiple roles):

4.2.1 Project Leader / Project Sponsor

- a. Assign appropriate representatives to participate in the governance structure with decision-making authority.
- b. Ensure appropriate levels of executive and Customer team members and resources will be made available to the Company Project team.
- c. Align internal stakeholders on timing/resources for go-live and develop change management plan for organizational readiness.

4.2.2 Subject Matter Experts

- a. Identify, document, and escalate issues or risks that may impact Project success.
- b. Review and approve documented requirements within the agreed timeframe.
- c. Create a comprehensive workbook of test cases to verify that knowledgeable users can utilize the system.
- d. Document any failures of test cases in the UAT Issue Log and provide additional or missing data necessary for resolution.



- e. Extract data to be migrated from existing source system into either .CSV or Excel file(s).

4.2.3 End Users

- a. Participate in training sessions and complete the online learning courses for Asset Essentials GIS.
- b. Perform the test cases according to the test plan during the allotted testing period.
- c. Provide feedback on data import results and any issues identified.
- d. Implement change management plan activities during post go-live period.

4.2.4 RACI

Task/Milestone	Company	Customer
Requirements Log Acceptance	Responsible	Accountable
GIS Data Loaded	Responsible	Accountable
Test Case Development and Execution	Consulted	Responsible/Accountable
Test Case Remediation	Responsible	Accountable
Admin Training Delivered	Responsible	Accountable
End User Training Delivered	Consulted	Responsible/Accountable

- **Responsible:** The organization responsible for completing the task.
- **Accountable:** The organization who is ultimately accountable for the task's completion and has the final say.
- **Consulted:** Those whose opinions are sought; typically, subject matter experts.
- **Informed:** Organization who needs to be kept updated on progress or decisions but are not directly involved in the task.

5. Assumptions

5.1 Company Assumptions

- a. Company will not access any Customer systems.
- b. No third-party systems or software are included in this implementation.
- c. Company shall provide guidance on requirements, but shall not be responsible for applying risk scores to assets if Risk
- d. Assessment functionality is enabled.
- e. Company shall provide up to five (5) 30-minute data validation sessions to review Customer-provided data.



- f. Company shall provide a single Testing Period unless additional periods are approved through the Change Control Process.

5.2 Customer Assumptions

- a. Customer shall designate a single point of contact/Project coordinator for the duration of the Project.
- b. Customer's IT department shall be responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- c. Customer shall provide relevant data for Locations, Assets, Users, and Preventative Maintenance Schedules in Excel or CSV format.
- d. Customer acknowledges that any information not included in the initial data provided shall be Customer's responsibility for updating manually or purchasing additional services following the data import.
- e. Customer acknowledges that once each task is completed, return to completed tasks will be considered rework and will enact the Change Control Process.
- f. Customer involvement shall be required to configure Asset Essentials GIS functionality.

5.3 Training Assumptions

- a. Training consists of both online training courses and instructor-led training, with instructor-led training conducted virtually by default.
- b. If onsite training is desired, the Customer shall be billed for associated travel expenses with a minimum of two (2) days.
- c. Customer shall complete the online learning courses for Asset Essentials GIS functionality prior to attending instructor-led training sessions.

5.4 Data Management Assumptions

- a. GIS data shall be provided in one file and one sheet with column headings and one record with corresponding attributes per row.
- b. Any additional data provided by Customer after the data review call shall not be imported by Company and shall be Customer's responsibility or shall require a change request to be initiated by Customer.
- c. Once data is approved and imported, any further data edits shall be the responsibility of the Customer.

5.5 General Assumptions

- a. Any services not explicitly included in this SOW are assumed to be out of scope.
- b. Services will be provided in the English language and during the following hours Monday to Friday 8:30am to 5pm, Eastern Standard Time. Excluding any holidays that the United States of America observes.

6. Project Billing and Payment

Upon acceptance of the Deliverables in the Project Milestones (see Sections 1.1 through 1.5), Customer will be billed for a percentage of Total Services Fees according to the percentages below:

Task/Project Stage	Billing Percentage
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Project Complete (end of Deploy Stage)	100%
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Special Terms for Asset Essentials

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.



Premier Customer Success Statement of Work

Summary:

Company will provide certain professional services to Customer for Enterprise Customer Success. These professional services include access to a dedicated Enterprise Customer Success Manager ("Enterprise CSM") who will serve as the primary Company point of contact for ongoing account engagement. The Enterprise CSM will work with a designated Customer point of contact ("Customer Contact") to help the Customer achieve desired business outcomes through one-on-one account status sessions and is responsible for internal oversight and coordination within the Company team.

In Scope:

The items below will be considered in scope of this SOW:

1. Enterprise Customer Success

Deliverables:

- Develop up to one annual Success Plan to outline the business objectives and a mutual action plan to achieve the objectives with defined milestones.
- Conduct Enterprise Account Reviews up to twice a year which include a wholistic view of the Customer account assessing key performance indicators and providing recommendations to Customer Contact for optimal and expanded performance of its applications.
- Hold one-on-one meetings between Customer Contact and Enterprise CSM up to two (2) hours per week via virtual conferencing tool. These meetings will be used to provide Customer Contact with account status updates, recommendations on best practices, and guidance to achieve desired business outcomes.

Acceptance Process:

- One annual success plan has been created and provided to Customer.
- Enterprise account reviews have been completed (up to twice a year) and Enterprise Business Review Document has been provided to Customer.
- One-on-One meetings between Customer Contact and Enterprise CSM have been completed, as needed not to exceed two hours per week.

Assumptions:

- The Success Plan and Enterprise Account Reviews may be conducted virtually or onsite at the option of the Customer. Customer must request on-site option eight weeks in advance of on-site date in order to arrange travel accommodations. On-site travel expenses will be billed to the Customer at cost.
- Customer's nonuse of any available services shall not result in any credits or refunds.
- The Enterprise CSM will be introduced at time of offering activation.
- The Enterprise CSM is not responsible for user training, technical support, or account configurations.
- Enterprise Customer Success fees are subject to increase in proportion with Services subscription fees.
- Any services not explicitly included in this SOW are assumed to be out of scope.

**Project Schedule:**

- Weekly one-on-one meetings between Customer Contact and Enterprise CSM, up to two hours a week.
- Enterprise Account Reviews to be delivered up to twice a year.

Invoicing:

Billing will occur on an annual basis in conjunction with Customer's annual renewal. If this service was purchased as an "add-on" service, billing will occur in advance of the services being delivered.

Premier Support Statement of Work

Summary:

Company will provide certain professional services to Customer for Enterprise level support. These professional services include direct access to a primary support resource during the applicable support term.

In Scope:

The items below will be considered in scope of this SOW:

1. Asset Essentials Enterprise Support

Deliverables:

- Direct access for one (1) designated Customer point of contact ("Customer Contact") to a Company support consultant ("Enterprise Support Consultant") during Company's normal business hours and subject to the schedule and timelines set forth herein.
- One-on-one meetings between Customer Contact and Enterprise Support Consultant beginning after the completion of the implementation project, up to two (2) hours per month. These meetings will be used to provide advanced configuration assistance, to answer questions, and to provide case report updates to Customer Contact.
- Post-implementation one-on-one training sessions with Enterprise Support Consultant, up to two (2) hours per month for up to ten (10) attendees per session.
- Enterprise Support Consultant's collaboration with Company teams to manage open issues reported by Customer, such as bugs and enhancement requests. Enterprise Support Consultant shall provide periodic updates to Customer Contact on outstanding issues as needed during the one-on-one meetings.
- Authenticated access to the Company Community which includes Discussion Forums, Support Case Portal, and Account Information.

Acceptance Process:

- One-on-one meetings between Customer Contact and Enterprise Support Consultant have been completed (up to two hours per month)
- Post-implementation training has been completed, up to two (2) hours per month for up to ten (10) attendees per session.

Assumptions:



- The Enterprise Support Consultant will be introduced to the Customer Contact during project implementation or at the time of offering activation.
- Support services are limited to Asset Essentials
- All communications will flow through the project specific support channels. This will ensure assistance is received should the Enterprise Support Consultant be out of the office.
- Support will be provided during Company's normal business hours.
- Company services will be delivered virtually.
- The customer's nonuse of any available services shall not accrue to future months, result in any credits or refunds.
- Enterprise Support fees are subject to increase in proportion with Services subscription fees.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project Schedule:

- Monthly one-on-one meetings between Customer Contact and Enterprise Support Consultant.
- Monthly training sessions for up to ten (10) users delivered by Enterprise Support Consultant.

Invoicing:

Billing will occur annually in conjunction with Customer's annual renewal. If services outlined in this SOW are purchased as an "add-on" service, billing will occur in advance of the services being delivered.



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 30
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes



- required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.
- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
 - L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) .
- C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees provide telephone and email support ("Support Services") 24 hours/day, 7 days/week.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.
- F. USE OF APIS. Customer is authorized to use any Application Programming Interface that is either: i) identified as a Cloud Services Offering, or ii) identified as published in the Documentation (collectively the "APIs") as part of any Offering for Customer's internal business purposes only. Customer may not use the APIs to enable unauthorized use of the Cloud Services. Customer may purchase a separate license to use certain published APIs to develop



software for use solely in conjunction with the Cloud Services. Customer is prohibited from reselling any software developed through the use of the APIs unless (a) Customer is separately authorized to do so as a member of a Siemens partner program, or (b) Customer has purchased an Offering which include APIs that explicitly allows Customer to develop software for Customer's internal use or for resale under terms and conditions at least as protective as this Agreement. Customer may not otherwise modify, adapt, or merge the Offerings. Siemens has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.

- G. Siemens reserves the right to block IP addresses originating from a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.
- H. Customer is entitled to access and use the Offerings only as explicitly described in the Documentation. These Offerings are intended for Customer's internal business operations only. There are no additional Entitlements or rights to use the Offerings or their related APIs beyond what is specified. Any other access or use is strictly prohibited under the Terms.
- I. At the time of this Order, the implementation of the requirements of the Cyber Resilience Act EU 2024/2847 ("CRA") is not yet mandatory in the European Union (EU) due to its transitional periods. Not all clarifications on measures that the Customer and contractor will take to implement the new requirements within the project implementation can currently be completed. Therefore, the parties agree that the project scope and contract price agreed upon at the time of Agreement conclusion do not yet include any necessary measures to implement the CRA requirements. Siemens will present the implementation of these measures together with an adjustment of the contract price and schedules considering any additional expenses of the contractor in the appropriate project phases through the Change Request procedure.

Managed Services

- A. Billing frequency: Annual
- B. First Managed Services invoice to be sent on or around 11.02.2026
- C. Managed Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) .
- D. Any Offerings identified as Managed Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Managed Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- E. Siemens may utilize Artificial Intelligence in the performance of Managed Services and the creation of any Deliverables.

Professional Services:

- A. Professional Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- B. Unless otherwise specified in an applicable Order: (i) Siemens will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good



faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials as described in this Order. Siemens is only obliged to supply Professional Services and/or Deliverables as expressly stated in this Order. Siemens shall not be obliged to supply any Professional Services and/or Deliverables without a valid Order.

- C. **Scheduling.** Siemens requires at least 6 weeks advanced notice from the acceptance of an Order to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order includes the additional fees and incidental expenses associated with multiple visits.
- D. **Unused Professional Services.** Unless otherwise specified in the Order, Siemens reserves the right to expire any unused Professional Services 6 months from the Effective Date set forth on the Order, and Customer will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.
- E. **Customer Cooperation.** Customer will cooperate reasonably and in good faith with Siemens in its performance of Professional Services by: (i) providing access to any necessary Customer Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Siemens to perform its obligations under the Order, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.
- F. **Incidental Expenses.** Customer will reimburse Siemens for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the Order, Siemens will not exceed a 5% inflation of such estimate without the written consent of Customer.
- G. Siemens may utilize Artificial Intelligence in the performance of Professional Services and the creation of any Deliverables.

Additional information

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-460935 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>)
- D. Company can provide evidence of insurance upon request.



Signature

Presented to:

City Of Cooper City - Q-460935
February 20, 2026, 2:20:59 PM

Accepted by:

Printed Name

Signed Name

Title

Date