

SOFTWARE SERVICE GENERAL TERMS AND CONDITIONS

These Software Service General Terms and Conditions are entered into by and between Carahsoft Technology Corp (“Carahsoft”) and Effingham County, GA, the entity executing the applicable SOW (“Customer”), and governs Customer's use of the Software Service, and if applicable Professional Services. The terms and conditions of this Agreement will be binding on the parties by mutual execution of the applicable SOW which includes reference to this Agreement and as of the effective date of such SOW. GovInvest, Inc., d.b.a. TrueComp (“Company”) will be providing the services on behalf of Carahsoft to the Customer. This SOW is governed by the OMNIA - Region 4 : R240303 Contract.

1. DEFINITIONS

- a. **"Agreement"** means collectively, this Software Service General Terms and Conditions, any Exhibits, and each Quote.
- b. **"Authorized User"** means an employee or contractor of Customer that Customer has registered to access and use the Software Service.
- c. **"Confidential Information"** means any business or technical information disclosed by one party to the other party, provided that it is identified as confidential at the time of disclosure or that under the circumstances, a person exercising reasonable business judgment would understand it to be confidential or proprietary.
- d. **"Customer Data"** means the data and information input or uploaded into the Software Service by the Customer or its Authorized Users.
- e. **"Fees"** means the fee Carahsoft charges to Customer for the Software Service or Professional Services as detailed in each Quote or SOW.
- f. **"Quote"** means the document that is signed by both parties, and that identifies the Software Service that Customer has contracted to use.
- g. **"Professional Services"** means any consulting, development, customization, configuration, training or other professional services that Company agrees to provide or have provided to Customer pursuant to an agreed SOW.
- h. **"Intellectual Property Rights"** means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction.
- i. **"Software Service"** means the Internet based software-as-a-service offering from Company that Customer contracts with Company to access and use pursuant to an SOW.
- j. **"SOW"** a statement of work document that is signed by both parties and describes Professional Services to be provided by Company to the Customer and the fees to be paid for such services.

2. SERVICES

- a. **Services.** Subject to the terms of this Agreement, Company grants Customer a limited, non-exclusive, non-transferrable right to access and use the Software Service set forth in the SOW during the Subscription Term solely for Customer's own business purposes. Subject to a fully executed SOW, Company will provide Professional Services.
- b. **Support.** Subject to the terms of this Agreement, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit A.

3. RESTRICTIONS AND RESPONSIBILITIES

- a. **Restrictions.** Customer will not, directly or indirectly; reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Software Service or any software, documentation or data related to or used to provide the Software Service, and modify, translate, or create derivative works based on the Software Service or any Software Service nor use the Software Service for timesharing or service bureau purposes or otherwise for the benefit of a third party or remove any proprietary notices or labels. Further, Customer shall not export or re-export, either directly or indirectly, the Software Service or any copies thereof in such manner as to violate the export laws and regulations of the United States or any other applicable jurisdiction in effect from time to time (including, without limitation, when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval). Without limiting the foregoing, Customer shall not permit any third parties to access or use the Software Service in violation of any United States export embargo,

prohibition, or restriction. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Software Service (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and Authorized User passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

- b. **Suspension and Disablement.** Company may suspend the use of a Software Service, or remove or disable any Authorized User's account, if Company reasonably and in good faith believes that a violation of the Agreement has occurred or as may be reasonably necessary to address any material and imminent security vulnerability that Company discovers or reasonably suspects. Company will use reasonable efforts to notify Customer prior to any such suspension or disablement, unless Company reasonably believes that (i) it is prohibited from doing so under applicable law or legal process; or (ii) it is necessary to delay notice in order to prevent imminent harm to a Software Service or a third party, in which case Company will promptly notify Customer when these restrictions no longer apply.
- c. **Usage Data.** Company may collect, use and disclose quantitative data and information related to the performance of a Software Service, for industry analysis, benchmarking, analytics, research and development, marketing and other business purposes ("Usage Data"). If Company discloses Usage Data, such will be de-identified and aggregated.

4. CONFIDENTIALITY

- a. **Use and Nondisclosure.** A receiving party will not use the disclosing party's Confidential Information except as necessary under this Agreement and will not disclose Confidential Information to any third party except to those of its employees and contractors who have a business need to know such Confidential Information; provided that each such employee and contractor is bound to confidentiality restrictions at least as restrictive as the terms set forth in this Agreement. Each receiving party will protect the disclosing party's Confidential Information from unauthorized use and disclosure using efforts equivalent to the efforts that the receiving party uses with respect to its own confidential information and in no event less than a reasonable standard of care. The obligations and restrictions set forth in Section 3(a) will not apply to any information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure; (iii) is independently developed. The provisions of this Section 4(a) will remain in effect during the Term and for a period of five (5) years after the expiration or termination thereof, except with regard to trade secrets of the disclosing party, which will be held in confidence for as long as such information remains a trade secret.
- b. **Required Disclosure.** The provisions of this Section 4 will not restrict either party from disclosing the other party's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that to the extent legally permitted, the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement or limit the scope of such request; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations.
- c. **Injunctive Relief.** The receiving party acknowledges that disclosure of Confidential Information could cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party, the disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

5. PROPRIETARY RIGHTS

- a. Customer owns and retains: (i) the Customer Data; (ii) Customer's name, logo and other trademarks; and (iii) all Intellectual Property Rights in and to any of the foregoing.
- b. Company owns and retains: (i) the Software Service, and all improvements, enhancements or modifications made by any party; (ii) the Usage Data, and any feedback or suggestions provided by Customer or Authorized Users regarding the Software Service; (iii) any software, applications, inventions or other technology developed by Company in connection with providing the Software Service; (iv) Company's name, logo, and other trademarks; and (v) all Intellectual Property Rights in and to any of the foregoing.

6. PAYMENT OF FEES

- a. **Fees.** Customer will pay Carahsoft the Fees in accordance with the terms set forth in the applicable Quote or SOW. Carahsoft will invoice Customer annually in advance for the Software Service. All payment obligations are noncancellable, and other than as provided in the Agreement, all amounts paid are non-refundable. If any amounts payable by Customer are still outstanding more than thirty (30) days after Customer receives notice of non-payment, Company will be entitled, in its sole discretion, to withhold performance and discontinue Customer's access to the Software Service until all undisputed amounts past due are paid in full.
- b. **Taxes.** All Fees and other amounts stated or referred to in this Agreement are exclusive of all taxes, duties, levies, tariffs, and other governmental charges (collectively, "**Taxes**"). Customer will be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on Carahsoft's net income.
- c. If Company incurs other fees mandated by Customer, Customer agrees to reimburse Carahsoft for said costs.

7. TERM AND TERMINATION

- a. **Term.** This Agreement will commence on the Effective Date and continue for the period specified in the Quote (the "Term"), unless terminated earlier as provided in this Agreement.
- b. **Termination for Cause.** Either party may terminate this Agreement upon written notice if the other party breaches any material terms of this Agreement and fails to correct the breach within thirty (30) days following written notice from the non-breaching party specifying the breach.
- c. **Rights and Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement, Customer's and Authorized Users' right to access and use the Software Service will immediately terminate and each will immediately cease all use of the Software Service.
- d. **Survival.** The rights and obligations of Company and Customer contained in Sections 3(c) (Usage Data), 4 (Confidentiality), 5 (Proprietary Rights), 5 (Confidentiality), 7(c) (Rights and Obligations Upon Expiration or Termination), 7(d) (Survival), 8 (Indemnification), 10 (Limitation of Liability), 11 (General), and any provisions which by their terms extend beyond expiration or termination or which are necessary to interpret the respective rights and obligations of the parties hereunder will survive any expiration or termination of this Agreement.

8. REPRESENTATIONS AND WARRANTIES

- a. **Representations.** Each party represents that it has validly entered into the Agreement and has the legal power to do so.
- b. **Software Service Warranties.** Company warrants during the Term (i) that the Software Service will materially conform to the description set forth in this Agreement and the applicable Quote, and (ii) Company will not materially decrease the overall functionality of a Software Service except to the extent functions become obsolete. These warranties will not apply to the extent any non-conformity results from a modification of a Software Service that is not made by Company or its subcontractor, or to the extent arising from the interoperation of a Software Service with software or other technology not provided by Company.
- c. **Remedies.** Customer must report a non-conformance with the foregoing warranty to Company in writing within 10 business days after the last day of the month in which the non-conformance occurred. If Customer reports the non-conformance, Company will exercise reasonable efforts to correct it. If Company is unable to correct a non-conformance within 60 days after receiving Customer's written warranty claim, upon receiving a written termination and refund request from Customer, Company will terminate Customer's the affected Software Service and, Carahsoft will refund any prepaid subscription Fees covering that part of the applicable Term remaining after the effective date of termination. **This Section 8(c) states Customer's exclusive warranties and remedies (and Company's sole liability) in connection with the performance of a Software Service.**
- d. **Professional Service Warranty.** Company warrants for a period of 90 days following the completion of a Professional Service that the Professional Service was performed with a reasonable level of care and skill and the requirements of the Agreement, including the applicable SOW.
- e. **Remedies.** Customer must report a non-conformance with the foregoing warranty to Company in writing within 90 days after completion of the non-conforming Professional Service. If Customer reports the non-conformance, Company will exercise reasonable efforts to re-perform the Professional Service in conformance with the warranty. If Company is unable to re-perform the Professional Service in conformance with the warranty within 60 days after receiving Customer's written warranty claim, upon receiving a written termination and refund request from Customer, Carahsoft will terminate the applicable SOW and refund any Fees Customer paid for the

non-conforming Professional Services. **This Section 8(e) states Customer's exclusive warranties and remedies (and Company's sole liability) in connection with the performance of a Professional Service.**

- f. **Third-Party Items.** Certain commercial third-party software products, hardware products, and services ("**Third-Party Items**") are contained in or used to deliver the Software Service. Customer accepts these Third-Party Supplier Terms by using the Software Service. Third-Party Items are provided to Customer "**AS IS**" and Carahsoft/Company makes no warranties and will have no liability for Third-Party Items whatsoever.
- g. **Disclaimers.** Except as expressly provided in this Section 8, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and to the maximum extent permitted by applicable law each party specifically disclaims all implied warranties, including any implied warranties of merchantability, accuracy, fitness for a particular purpose, title or non-infringement. Without limiting the generality of the foregoing, Carahsoft/Company does not warrant that any Software Service will meet your requirements or operate without interruption or error. Each party disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers.

9. INDEMNITY

- a. **Indemnification by Company.** Company shall hold Customer harmless from liability to third parties resulting from infringement by the Software Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service. **THE FOREGOING STATES COMPANY'S AND ITS LICENSORS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE SERVICE.**
- b. **Indemnification by Customer.** Customer will defend Company, its officers, directors and employees, from and against any action or suit brought against Company by a third party based on a claim that the Customer Data infringes or violates the rights of a third party. Customer will indemnify and hold harmless Company from and against any damages and costs awarded against Company or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such claim, provided that (i) Company provides Customer with prompt written notice of such claim; (ii) Company provides reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (iii) Customer has sole authority to defend or settle such claim, provided that it may not settle any claim in a manner that imposes any material liability upon Company or requires Company to admit wrongdoing.

10. LIMITATION OF LIABILITY

- a. **EXCLUSION OF DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW IN SECTION 10(C) AND FOR WHICH THERE WILL BE NO CAP ON LIABILITY), NEITHER CUSTOMER NOR COMPANY, AND ITS AFFILIATES AND SUPPLIERS, WILL BE LIABLE UNDER THIS AGREEMENT FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; OR (II) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE, EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE TYPE OF ACTION OR THEORY OF LIABILITY.**
- b. **TOTAL LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EXCLUDED CLAIMS (FOR WHICH THERE SHALL BE NO CAP ON LIABILITY), NEITHER PARTY'S**

AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

- c. **EXCLUDED CLAIMS. "EXCLUDED CLAIMS" MEANS: (I) ANY INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE BY EITHER PARTY; (II) ANY AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO EACH PARTY'S INDEMNITY OBLIGATIONS UNDER SECTION 7; OR (III) ANY SUMS PAYABLE OR REIMBURSABLE UNDER THE AGREEMENT.**

11. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may not transfer or assign any of its rights and obligations under this Agreement without Customer's prior written consent. The provisions of the Agreement are only for reliance upon and the benefit of Customer and Company and its licensors and confer no rights or remedies on any other person or entity. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications in this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Notices will be sent to the addresses set forth in the Quote All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

Exhibit A
Service Terms

The Software Service will be available 99% of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than 12 hours, Carahsoft/Company will credit Customer 1% of the Software Service Fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime will begin to accrue as soon as Customer (with notice to Company) recognizes and reports that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 12 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Software Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred.

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 a.m. through 5:00 p.m. Pacific Standard Time, with the exclusion of Federal Holidays ("Support Hours").

Customer may initiate a help desk ticket during Support Hours by calling 310-371-7106 or any time by emailing support@TrueComp.com.

Company will use commercially reasonable efforts to respond to all help desk tickets within one (1) business day.

Exhibit B

Customer Name: Effingham County, GA	Subscription Start Date: 03/01/2026
Billing Address:	Subscription End Date: 02/28/2029
Billing Email:	Initial Term: 36 months
PO:	Account Executive: Garrett Kaplan
Payment Terms: Net 30	Offer Valid Until: 04/01/2026

Quantity	Description	SKU	Commercial List Price	Customer Price
1	Truecomp's Benchmarking software. This module contains a package of Labor Market Agencies to benchmark against and contains base salary and benefits. Up to 250 classifications	BenchmarkingBase-Medium	\$27,500.00	\$22500.00

Quantity	One-Time Professional Services Description	SKU	Commercial List Price	Customer Price
----------	--	-----	-----------------------	----------------

Additional Terms

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. Any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Billing Address provided by Customer on this SOW.

Carahsoft/Company reserves the right to update its official price book at any time. Any such updates will be communicated through Carahsoft's standard pricing update process and shall apply to new purchases and renewals following the effective date of the updated price book. Pricing changes will not affect any active subscriptions or agreements already in effect unless otherwise specified in the applicable order or contract amendment.

This SOW is entered into as of the date of last signature below (the "Effective Date") by and between Carahsoft and Customer. Capitalized terms not defined herein will have the meaning ascribed to them under the Agreement. The parties have caused this SOW to be signed as of the Effective Date by their duly authorized representatives.

Company will use compensation information, comparator data, census data, union plan provisions, and/or other information sources accessed via public records and/or provided directly by government agencies to develop the data set for Customer. Benchmarking clients will provide compensation information to Company periodically as requested but no more than twice annually. Company will rely on this information without audit.

While the pension Software Service is tested against actuarial valuation results, the software results will not match, nor are intended to match actuarial valuation results.

Effingham County, GA

Carahsoft Technology Corporation

Name		Name	
Title		Title	
Signature		Signature	
Date		Date	

Statement of Work (SOW)

Executive Summary

Effingham County, GA ("Client") through Carahsoft Technology Corp. ("Carahsoft") has engaged GovInvest, Inc. d.b.a TrueComp ("Company") to deliver Benchmarking and associated support services ("Services").

Service Description

Company will provide the following Services to the Client.

- An online software platform customized with client's scoped classification and comparator project. Compensation information in the platform can be used to assess market positioning and compensation rates in anticipation of labor negotiation discussions and recruitment/retention efforts. The platform provides the ability to:
 - Review market compensation rates sourced from the following client and comparator documented disclosures:
 - Salary ranges/pay scales/schedule(s) for all classifications at respective agency.
 - Job descriptions for all classifications to be included in the project.
 - MOUs/Labor Agreements/Personnel Policies detailing various special .pays/allowances/PTO/etc.
 - Employer contributions toward medical/dental/vision premiums.
 - Total benefit amounts for life insurance + AD&D + STD/LTD (excluding any supplemental benefits).
 - Execute/refine position matching comparisons.
 - Benchmark compensation for new/expected/TBD classifications.
 - Run multiple scenarios for potential matches/groups.
 - Export reports for further analysis.
- Devoted software implementation specialist(s) to support Client on the following:
 - Configuration, validation, and training of the software.
 - Data file collection for populating the platform.
 - Ongoing support to the Client's identified stakeholders.

In Scope

The following services are in scope for the statement of work.

- Benchmarking
 - Benchmarking for a select number of classifications and comparators as specified in the Order Form with comparators as follows:

Bulloch County,
Troup County,
Spalding County,
Walker County,
Gordon County,
Cherokee County,

City of Pooler,

City of Statesboro,

City of Evans,

City of Hinesville,

City of Newnan,

- . Baseline data to be created/referenced using January/July of the respective fiscal year.
- o Capacity to swap a limited number of comparators as needed and upon mutual agreement.

Deliverables

The following deliverables will be provided to the Client as digital documents or as accessible online services and documents.

- The Benchmarking software module will contain a single online project for Client. The project deliverable will contain an online dashboard equipped with compensation information disclosed in agency source documents for classifications and comparators to be included as part of the Client Agreement, the purchased package being 10 Comparisons (Base) with the option of Company doing the position matching if specified in the Order Form.

Project-Specific Client Responsibilities

Company is counting on Client to provide the following:

- Benchmarking
 - o A list of classifications from the client to be included in the software for benchmarking
 - o A list of comparator agencies whose data is to be included in the Benchmarking Module
 - If client wishes to have Company generate a peer group on behalf of the Client instead, then Company will do so for an additional enhancement cost.
 - o Compensation data from the client covering the following elements:
 - Salary schedule(s) for all classifications to be included in the study.
 - Job descriptions for all classifications to be included in the study.
 - MOUs/Labor Agreements/Personnel Policies detailing various special pays/allowances/PTO/etc.
 - Employer contribution amounts towards medical/dental/vision premiums.
 - Total benefit amounts for life insurance + AD&D + STD/LTD (excluding any supplemental benefits).

Out of Scope

Any services not explicitly listed above as "In Scope" shall be considered out of scope for this project. Notably, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for your organization, they can be scoped separately.

- Benchmarking
 - o Company's creation of models beyond those noted in Sections 2.1 and 2.2.
 - o Updating compensation data more than 3 times per calendar year.
 - o Position matching performed by Company for software-only packages (i.e., no additional enhancement costs scoped out for project).
 - o Assessing fiscal impact of potential pay changes following market review.
 - o Requesting additional data points related to benefits that are not being included/accounted for already (i.e., requesting data of pay/shift differentials, non-paid leaves, pension amounts, etc).
 - o Comparing budget sizes of agencies.
 - o Comparing/providing feedback of if new classifications should be created and/or changes to outdated job descriptions.

Project Milestones & Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated.

Benchmarking

The estimated project duration is 12-20 weeks from Kickoff meeting or from when comparator list is finalized (whichever happens last) to Go-live meeting. Project duration is subject to the Client providing the necessary compensation data and scope inputs (classification/comparator list) as outlined in the project management timing agreed herein or during the project kickoff meeting.

Milestone

Expected Duration

Target Completion Date

Kickoff meeting	<1 week	Mar 01, 2026
Data collection	4 - 6 weeks	To be set at Kickoff Meeting
Configuration - Salary	1 – 2 weeks	To be set at Kickoff Meeting
Validation 1	<1 weeks	To be set at Kickoff Meeting
Training - Salary	<1 week	To be set at Kickoff Meeting
Configuration - Benefits	6 - 8 weeks	To be set at Kickoff Meeting
Validate 2	1 - 2 weeks	To be set at Kickoff Meeting
Training - Benefits	<1 week	To be set at Kickoff Meeting
Go-Live meeting	<1 week	To be set at Kickoff Meeting

** Please be advised that the above*

timeframe is to provide a general timeline for delivery and is not a reflection of the total man hours/effort involved for this engagement. For a Company Analyst's customized job matching enhancement, timing will be scoped separately in anticipation of the Kickoff Meeting. Also, Training and Go-Live Meetings may be combined into a single meeting for efficiency at the client's request.

Project Management

Company to provide the following project managements services:

- Manage project scope and schedule with Client per this Statement of Work.
- Responsibilities include but are not limited to resource management, status updates, risk management and mitigation strategies.
- Develop and execute change requests as necessary to account for changes in project scope, schedule, and or cost as needed.

Resources and Skills

Client will provide staff resources to lead implementation work for this project. These resources will participate and be responsible for all required steps associated with implementation of this project. The Company staff member leading the implementation of each platform module will be identified during the project Kickoff meeting with the Client.

The Company resources are responsible for the overall execution of the project, including: Analysis, data collection, configuration, build, test, validation, monitoring progress against schedule, acting as the interface between the broader Company team and Client, and scheduling project meetings.

Project Location

Company will provide resources for all steps of the project via Microsoft Teams or similar web conferencing service.

Project Acceptance

On completion of the implementation project, Company will send a Project Acceptance Email indicating completion and requesting client's confirmation of completion. The Project Acceptance email will be sent to the person specified during the project Kickoff meeting if other than the Client's project Sponsor. Client's positive response to the Project Acceptance Email signifies Client's final acceptance of the work and agreement that all Deliverables have been completed in accordance with the SOW. If the Client does not accept the Deliverables, then Client shall respond via email within fifteen calendar days following the send date of the Project Acceptance Email and state specifically which Deliverables were not Final Accepted and why. A Company representative will follow up within 5 days and work with the Client to address specified shortcomings.

If Client does not respond to the Project Acceptance Email within fifteen calendar days after the date it is sent, Client shall be deemed to have accepted the Deliverables, and consequently, the remainder of the Services, and Carahsoft will invoice the Client for the remainder of the price due to Carahsoft, if any.

Assumptions

The project scope and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. Minimum lead time for scheduling project kickoff meeting is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between Company and Client; whichever date is later. Should you require more aggressive scheduling, please contact Company to determine availability.
2. Client is responsible for providing a resource or resources focused on this project and the extent of the knowledge transfer is dependent upon the availability of these resources. A maximum of two hours of dedicated knowledge transfer at the project's conclusion will be provided unless otherwise noted within this Statement of Work.
3. Company is not responsible for delays caused by systems, personnel, or environmental causes, outside of its control, or in receiving data from Client.
4. Any restrictions or requirements regarding the Company consultants' use of personal equipment must be stated in advance of the commencement of the project.
5. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Client. All wiring, hardware, and software required to perform the above services are in working order.
6. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM Company Lead local time. Any work performed outside these hours must be previously agreed upon by both parties.
8. All documentation will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

Client Responsibilities

Both Client and Company are responsible for the successful execution of this engagement. Prior to the start of this SOW, Client will indicate to Company in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Client Contact"). The Client Contact is responsible for the following:

1. Performing a full working backup prior to the commencement of services as Company is not responsible for lost data.
2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.
3. Managing change request communications on behalf of the Client team.
4. Making the necessary administrative usernames and passwords available to Company if required for the successful completion of project.
5. Providing detailed and accurate information regarding their current network environment if required for the successful completion of project. This information will include the technical configuration of the domain environment.
6. Providing the necessary workspace and network access to provide the above services.
7. Providing access to building(s) and room(s) if required for the successful completion of project.
8. Obtaining and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Ensuring that project personnel have reasonable and safe access to the project site and adequate office space, if required.
10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts"). Company may request that meetings be scheduled with Technical Contacts.

-
11. Informing Company of all access issues and security measures and providing access to all necessary hardware and facilities as required.
 12. Having the authority to resolve conflicting requirements.
 13. Helping resolve project issues and ensuring that issues are brought to the attention of the appropriate persons within the Company organization, if required.

Dependent upon the implemented module(s), client will provide certain individual resources for this project effort as determined by the Company Project Lead. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate.

Company Responsibilities

Company shall provide the Services and the Company Work Product during the term of this engagement in accordance with this SOW and these terms and conditions.

1. Company will provide all resources, facilities, management, labor, expertise, skills, tools, and equipment necessary for the performance of its obligations under this SOW.
2. Without limiting the foregoing, Company shall:
 - a. keep the Client Contact and Client Participants advised of the progress of the project and the status of the Deliverables;
 - b. permit any designated representative of Client to periodically review the work of Company personnel performing Services and preparing Deliverables;
 - c. perform the Services in a timely manner and provide the Deliverables in accordance with this Statement of Work; and
 - d. keep accurate records of work performed on this Statement of Work, evidence of which Company shall provide to Client upon Client's request.

Change Control Process

The "Change Control Process" is that process which shall govern changes to the scope, schedule, or price of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration until Project Go-Live.

Under the Change Control Process, a "Change Request" email will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change; and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

Carahsoft, Company and Client will review the change request. All parties must agree to the Change Request in writing to authorize its implementation.

Project Initiation Process

Upon receipt of a signed SOW, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with Client's Team.

In the Kickoff Meeting, the contents of the SOW will be reviewed. This is an opportunity for Client's team(s) involved with the project to understand the Project's goals, tasks, deliverables, and timelines.

Upon completion of the Kickoff Meeting, minutes of the Kickoff Meeting, based on discuss during the meeting, will be distributed to Client. Any changes to the project will be documented in these minutes. If a Change Orders is necessary due to scope-of-work changes discussed during the Kickoff Meeting as compared to the scope of work noted in this document, the Change Order at process will be initiated after the Kick-off Meeting.

Terms and Conditions

This statement of work (SOW) is subject to and governed by the terms of the OMNIA - Region 4 : R240303 Contract (the "Agreement"). In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of the Services to be delivered. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.

Confidential

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Company's organization. If a contract is awarded to Company as a result of or in connection with the submission of this document, Company shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Company and Client. This restriction does not limit Company's right to use information contained in this document if it is obtained from another source without restriction.

SOW Acceptance

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the Services defined in this document. Client's and Carahsoft's signature below authorizes Company to begin the Services described above.

Effingham County, GA		Carahsoft Technology Corporation	
Name		Name	
Title		Title	
Signature		Signature	
Date		Date	