



PREPARED FOR

City Of Lynden ("Subscriber")

323 Front Street

Lynden, WA 98264

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

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Q-384326

This SOW has been defined to leverage Brightly's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the Brightly team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI

Please note, the 4-month concession, \$7,433.30 savings is only valid if signed by 12/30/23. This is an end of the year discount.

Subscription Term: 60 months (01/01/2024 - 12/31/2028)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
- SmartGov Permitting	1/1/2024	12/31/2024		Included
- SmartGov Code Enforcement	1/1/2024	12/31/2024		Included
- SmartGov Business License	1/1/2024	12/31/2024		Included
SmartGov - Enterprise	1/1/2024	12/31/2024	11,951.00 Population	18,395.15 USD
SmartGov Connector BlueBeam	1/1/2024	12/31/2024		1,022.26 USD
SmartGov Connector Contractor	1/1/2024	12/31/2024		1,022.26 USD



Cloud Services

Item	Start Date	End Date	Pricing Based On	Investment
SmartGov Connector Merchant	1/1/2024	12/31/2024		1,022.26 USD
SmartGov Connector Financial	1/1/2024	12/31/2024		1,022.26 USD
4.0 Month(s) included at no additional cost on the first term 01/01/2024 - 04/30/2024				-7,433.30 USD
				Subtotal: 15,050.89 USD

Professional Services

Item	Pricing Based On	Investment
SmartGov Training - Basic	One-Time	2,752.15 USD
General Config	11,950.00 Population	2,375.00 USD
Workflow template customization	11,950.00 Population	8,401.80 USD
Fees Configuration (Pages)	1.00	504.45 USD
BlueBeam Connector Configuration	11,950.00 Population	1,425.00 USD
Contractor Connector Configuration	11,950.00 Population	1,187.50 USD
Existing Merchant Connector Configuration	11,950.00 Population	1,425.00 USD
Portal Configuration	11,950.00 Population	1,187.50 USD
		Subtotal: 40,170.28 USD



Professional Services		
Item	Pricing Based On	Investment
Parcel Connector Configuration	11,950.00 Population	2,968.75 USD
Map Connector Configuration	11,950.00 Population	1,187.50 USD
Financial Export Connector Configuration	11,950.00 Population	2,375.00 USD
Standardized Data Migration - Code Enforcement	11,950.00 Population	2,968.75 USD
Base Standardized Migration Cost	11,950.00 Population	1,781.25 USD
Standardized Data Migration - Permits	11,950.00 Population	4,750.00 USD
Project Management	One-Time	4,880.63 USD
SmartGov Advanced Implementation	One-Time	0.00 USD
		Subtotal: 40,170.28 USD
Total Initial Investment		55,221.17 USD

The above level of effort and associated pricing is based on the SMARTGOV package selected by City Of Lynden and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via the Company's Change Control Authorization ("CCA") process.



Cloud Services Subscription				
Item	Investment Year 2 Start Date: 01/01/ 2025	Investment Year 3 Start Date: 01/01/ 2026	Investment Year 4 Start Date: 01/01/ 2027	Investment Year 5 Start Date: 01/01/ 2028
- SmartGov Permitting	Included	Included	Included	Included
- SmartGov Code Enforcement	Included	Included	Included	Included
- SmartGov Business License	Included	Included	Included	Included
SmartGov - Enterprise	18,947.00 USD	19,515.41 USD	20,100.88 USD	20,703.90 USD
SmartGov Connector BlueBeam	1,052.93 USD	1,084.52 USD	1,117.05 USD	1,150.56 USD
SmartGov Connector Contractor	1,052.93 USD	1,084.52 USD	1,117.05 USD	1,150.56 USD
SmartGov Connector Merchant	1,052.93 USD	1,084.52 USD	1,117.05 USD	1,150.56 USD
SmartGov Connector Financial	1,052.93 USD	1,084.52 USD	1,117.05 USD	1,150.56 USD
Total:	23,158.72 USD	23,853.49 USD	24,569.08 USD	25,306.14 USD



SmartGov Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement SmartGov, an on-line management solution for permitting, planning, inspections, code enforcement, and business licensing. The professional services and associated milestones outlined in this SOW include user and security set up; system configuration for the back office and citizen portal; data migration (if applicable); connector set up; user training; and post go-live support. The implementation process is collaborative, requiring stakeholder input to ensure the set-up and configuration of the system meets the Subscriber's business processes and operational needs.

In Scope:

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

- Project Management
- General Configuration
- Fee Configuration
- Workflow Template Configuration
- Parcel Connector Configuration
- Map Connector Configuration
- Financial Export Connector
- Digital Markup Tool (Bluebeam) Connector
- Existing Merchant Connector Configuration
- Contractor Connector Configuration
- Base Standardized Data Migration
- Training (Basic, Premium, Elite)

Deliverables:

The following are the services and deliverables purchased by Subscriber:

Project Management: Company Project Manager will act as an extension of the Subscriber's team and manage the implementation from start to finish. The Subscriber will have access to a personalized timeline which will be reviewed on a regular cadence. The Project Manager will partner with the Subscriber to coordinate all services, management of the project timeline, and help identify risks and/or issues.



Project Management Services include:

- Project planning and kickoff meetings.
- Project schedule developed and maintained according to the SOW tasks, deliverables, dependencies, and resource assignments.
- Status reporting and coordination of status meetings, bi-weekly, or as required.
- Schedule monitoring and scope management.
- Risk Management planning to identify, analyze, and mitigate risks.
- Action Item and decision tracking, as well as resolving and escalating issues.
- Change control management and issue tracking.
- Company project resource management.
- Verify product and deliverable acceptance with Subscriber.
- Facilitating transition to Support.
- Company's Project Manager will serve as the single point of contact for the project related to this SOW.

General Configuration: As part of the General Configuration, Company will:

- Create Subscriber database with best practice defaults.
- Provide Validation environment access to Subscriber.
- Load Subscriber users with Company standard permissions (according to Configuration Workbook).
- Configure system values (locality, time zone, header and footer detail, standard report settings).
- Load Client Code References/Violation types (according to Configuration Workbook).
- Load Subscriber logo.
- Provide access to over 100 reports and output document templates.

Fee Configuration: Based on Subscriber fee schedule, defined in the Order Form, Company will:

- Setup Subscriber fee code calculations.
- Load Subscriber FMS (Financial Management System) / GL (General Ledger Code) (according to Configuration Workbook).
- Load Subscriber Valuation table (according to Configuration Workbook or ICC (International Chamber of Commerce) table).
- Setup Subscriber fixture costs (according to Configuration Workbook).
- Load other Subscriber custom attributes / details as required for Subscriber fee calculations (according to Configuration Workbook).

Workflow Template Configuration: Company will configure process templates as defined in the Business Process Analysis phase for each department in scope: Building/Permits, Code Enforcement, Licensing and/or Recurring Inspections. Company will:

- Load Subscriber Code References/Violation types (according to Configuration Workbook).
- Load custom attributes/details within the limited fields available (not associated with fees, according to Configuration Workbook).
- Configure workflow to meet business requirements defined in Configuration Workbook.

Parcel Connector Configuration: Company will configure EITHER a Delimited Parcel Job OR ARCGIS Parcel Job on behalf of the Subscriber.

- Configure Subscribers parcel fields into SmartGov.
- Troubleshooting the incoming data and providing recommendations for Subscriber to resolve data gaps.
- Train Subscriber on how to maintain the service in SmartGov.



Map Connector Configuration:

- Configure subscribers ESRI GIS layers into SmartGov
- Troubleshooting the incoming data
- Train client on how to maintain the service in SmartGov.

Financial Export Connector Configuration:

- Configure financial export according to subscribers FMS (financial management system) as provided by Subscriber.
- Train Subscriber on how to export and set scheduler.

Digital Markup Tool/Electronic Plan Review (Bluebeam) Connector Configuration:

- Assist Subscriber in configuring Bluebeam connection.
- Testing connection with Subscriber.
- Training provided on SmartGov check-out and check-in process only.

Merchant Connector Configuration:

- Configure merchant connection.
- Test and troubleshoot connection during test process

Contractor Connector Configuration:

- SODA (Simple Oracle Document Access) - WA and AZ Subscribers only
 - Completed configuration of field mapping and credential link
- .csv data load (one-time data load)
 - Provide Subscriber a .csv file to be completed by Subscriber.
 - Configure to Subscribers provided fields.
 - Troubleshoot errors and provide Subscriber guidance on resolutions that Subscriber will need to resolve within the file.

Standard Data Migration: Company will import data from a single client database source, approved by Company as standard source data. Multiple databases or unapproved source data will be subject to a change order for a custom data migration. Base Data Migration includes non-module data such as contacts and is included in all standard data migration packages with one or more module data migrations:

- Data Migration Permits
- Data Migration Licensing
- Data Migration Code Enforcement
- Data Migration Recurring Inspections

Training: Company will train Subscriber users in a "train-the-trainer" format where Subscriber's key users and administrators will learn to use and maintain the software and enabled to upskill other users and community citizens.

Acceptance Process:

When each deliverable is completed, the Project Manager will confirm with the Subscriber and document acceptance in the Project Community Portal.

- General Configuration
 - Subscriber receives credentials for environment with initial configuration items under General Configuration deliverable completed.



- Fee Configuration
 - Subscriber Fees configured based on provided Fee schedule and according to Configuration Workbook.
- Workflow Template Configuration
 - Consultant-led end-to-end walkthrough and demonstration of UAT/Validation process to Subscriber to confirm functionality meets configuration requirements.
- Connectors: Parcel, Map, Financial, Active Directory, Digital Markup Tool, Laserfiche, Merchant, Contractor, and/or Custom
 - Connectors in scope will be configured and tested by Company to confirm successful connection.
- Standard Data Migration
 - Available data is loaded in SmartGov to meet documented data requirements (see Standard Data Migration appendix).
- Training
 - Administrator and Subscriber Trainer users have received training according to their role.

Assumptions :

Project Assumptions:

The success of the implementation is dependent on the completion and full engagement of key stakeholders.

- Detailed assumptions for each of the connectors or services is included in the Appendices section of this SOW.
- The Subscriber will engage in the SmartGov implementation to build Subscriber's SmartGov account for it to be used for its intended purposes of permitting, licensing, code enforcement, and inspections.
- For Custom Form Letters or Statistical Reports, the Subscriber will provide original documentation in a Word or Excel format.
- The Subscriber shall be primarily responsible for providing access and training on SmartGov to end-users.
- Training "no-shows" or cancellations, made less than 24 hours in advance, are subject to losing that session and will require a change order for additional training hours or alternative learning arrangements.
- The Subscriber will have access to an implementation specialist and our Legendary Support Team for questions, concerns, or technical issues they may need help resolving throughout their active subscription period.

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within two (2) weeks of the scheduled activity may result in a rescheduling fee being assessed.
- If applicable, Subscriber is responsible for validating migrated data accuracy, format, and completeness



in the validation environment

- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in the format documented in the Data Services SOW.
- Subscriber has up to five (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Company will not access any 3rd party systems for the purpose of exporting data.
- No third-party systems or software are included in this implementation.
- No third-party systems or software configuration is included in this implementation.
- No third-party systems or software training is included in this implementation
- No API integration or development services are included in this implementation
- Once End User Training has been completed and the Production environment is live, 30-day Go-Live Support period begins, consisting of up to four (4), one-hour check-ins with the Company Consultant. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

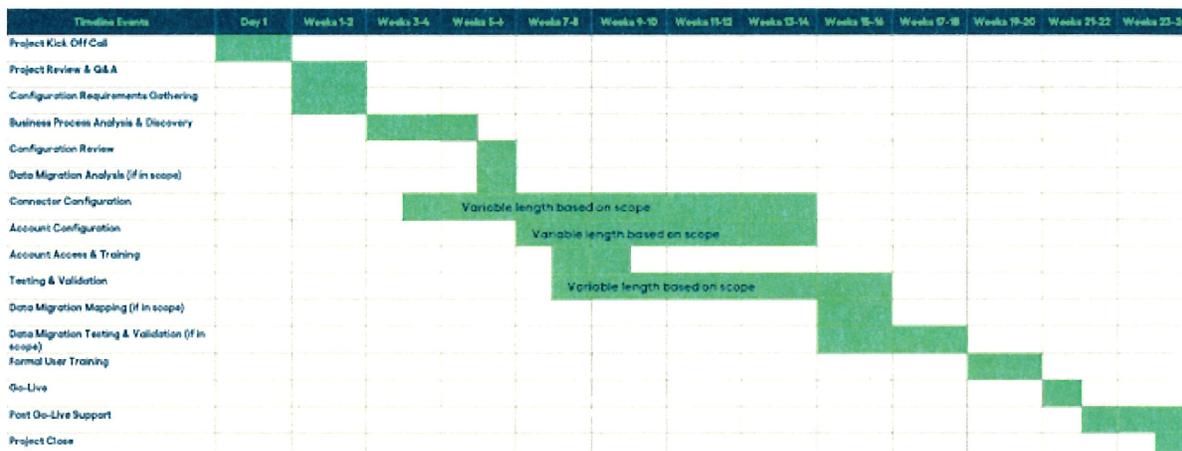
Change Controls

Parties may agree to modify the services through the written change request process specifically referencing this applicable SOW to Company project manager. The change request will initiate an update to the applicable SOW and pricing when executed by both Parties, and the services described therein will become part of the services.

Project Schedule:

Professional Services expire after the maximum implementation timeline of 12 months. If implementation is not kicked off within 6 months after purchase, services will be returned. If Subscriber project is placed on hold after kickoff, services expire after six (6) months.

Sample project timeline:



Invoicing:

Milestones are completed and billed as delivered.

Invoicing for the SmartGov Standard Implementation service will be provided as delivery milestones are completed. Below is the schedule for the billing milestones and the related percentage.

- Project Management
 - 30-day post go-live support concluded
 - Percentage: 100%
- General Configuration
 - Completed upon Initial setup of subscriber environment
 - Percentage: 100%
- Fees
 - Completed upon configuration of fee schedule inside SmartGov according to Configuration Workbook
 - Percentage: 100%
- Workflow Customization Configuration Workbook
 - Completed upon configuration according to documentation in the Configuration Workbook
 - Percentage: 100%
- Parcel and Map Connectors
 - Completed upon connection and successful test by Company
 - Percentage: 100%
- Financial Connector
 - Completed upon Configuration according to Workbook
 - Percentage: 100%
- Digital Markup Tool



- Completed upon successful connection
 - Percentage: 100%
- Merchant Connector
 - Completed upon connection and successful test by Company
 - Percentage: 100%
- Contractor Connector
 - Completed upon successful connection
 - Percentage: 100%
- Data Migration
 - Milestone 1: Data Migration Analysis - Includes restoration of legacy data source, data review and analysis, verification of usability
 - Percentage: 25%
 - Milestone 2: Data Migration Development - Data preparation, Evaluation, Cleansing and Aggregation. Code Development
 - Percentage: 50%
 - Milestone 3: Data Migration by Subscriber and Company Corrections - Transformation Mapping, Subscriber Validation and Data Fixes
 - Percentage: 15%
 - Milestone 4: Data Migration Completion/Final Load - Final migration of data, Production Preparation and Data Model Validations
 - Percentage: 10%
- SmartGov Training
 - Milestone 1: Completed after pre-Validation training sessions conclude
 - Percentage: 25%
 - Milestone 2: Completed after final scheduled training session concludes
 - Percentage: 75%

Appendices

Appendix – Parcel Connector:

- Delimited File – A delimited file may be uploaded to the job at runtime. The delimited file option supports a single address for each individual parcel. Subscriber must use the template provided by Company.
- Parcel Layer – A parcel layer must be accessible by URL through an ESRI REST service. A secondary address-only layer may also be provided for parcels that have more than one address. The layer(s) must be publicly accessible and may be secured with a username and password.
- Subscriber is responsible for obtaining, cleaning, and maintaining all parcel data within the delimited file and/or ESRI Rest service.
- The configured parcel job will be available for Subscriber to run on-demand after go-live. The Parcel Layer Job can be set to run daily, weekly, monthly, or annually defined by how often Subscriber intends to update the Rest Service.



Parcel source data (delimited file or parcel layer) must include the following fields, at a minimum:

- Parcel Number
- Primary Situs Address
- Primary Situs City
- Primary Situs State
- Primary Situs Zip Code
- Owner Name
- Owner Street Address
- Owner City populated for USA addresses only
- Owner State populated for USA addresses only
- Owner Zip Code populated for USA addresses only
- International Indicator with a value of "Y" for any owner address outside of the USA
- International line including the full regional equivalent of the city, state and zip code for any owner address outside of the USA

Inclusion of the following additional fields is recommended:

- Parcel center point latitude in decimal degrees
- Parcel center point longitude in decimal degrees

If using a secondary address layer with the ARCGIS Parcel job, the address layer must contain the following fields:

- Parcel Number
- Secondary Situs Address
- Secondary Situs City
- Secondary Situs Zip Code

Inclusion of the following additional fields is recommended for the secondary address layer:

- Address point latitude in decimal degrees
- Address point longitude in decimal degrees

Appendix – MAP/GIS Connector:

- Company will connect to ESRI Map Service provided by Subscriber and secured by a publicly trusted certificate issued by a Certificate Authority.
- Subscriber is responsible for contracting separately with ESRI map service provider and ESRI configuration.

SmartGov Requirements for Map Connector Integration:

- ArcGIS for Server 10.4 or ArcGIS for server Enterprise Standard 10.7.1 (OR) ArcGIS Online.
- Subscriber Map Service must be publicly accessible and require no user authentication of any kind.



- The Map Service must include a parcel layer with a designated field having parcel numbers that exactly match those provided in the Parcel Connector source data (this layer may be the same as that provided for the Parcel Connector if no authentication is required for access).
- Support for Feature, Tiled, and Web Map Services is not included.
- Custom base maps are not supported. Base maps from the ESRI base map library will be available for use.

The following base maps are currently included (subject to change):

- Imagery
- Imagery Hybrid
- Streets
- Topographic
- Navigation
- Streets (Night)
- Terrain with Labels
- Light Gray Canvas
- Dark Gray Canvas
- Oceans
- National Geographic Style Map
- Open Street Map
- Charted Territory Map
- Community Map
- Navigation (Dark Mode)
- Newspaper Map
- Human Geography Map
- Human Geography Dark Map
- Modern Antique Map
- Mid-Century Map
- Nova Map
- Colored Pencil Map
- Firefly Imagery Hybrid
- USA Topo Maps

Appendix – Financial Connector:

Company will customize the configuration of the export to match Subscriber financial system input needs as documented. Available customizations include:

- Additional data fields
- Altered order of column information
- Alternate delimiter or fixed width formatting
- A header line is not part of the export.
- Financial Connector does not connect directly with any Financial Management System.
- If Subscriber provides a local (FTP) File Transfer Protocol, the Financial Connector can automatically upload to the defined FTP destination.



By default, financial extract jobs are pre-configured and the included configuration of the Receipt Extract job will produce a comma-delimited file with the following data points:

- Receipt Number
- Receipt Date
- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid
- Fee Code Name
- Permit/License/Case Number
- Payer Name

The included configuration of the Receipt Extract – FMS/GL Summary job will produce a comma-delimited file with the following data points:

- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid

The file output of the financial extract may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable.

The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.

Appendix – Digital Markup Tool Connector:

- The service and subscription for this connector does NOT include a subscription to Bluebeam or training on how to install or use the Bluebeam software.
- Subscriber is responsible for providing an active subscription to Bluebeam Studio Prime with REVU 21 to use the SmartGov Bluebeam Connector. Each user that will be checking permits out to Bluebeam from SmartGov or accessing the submittal documents from SmartGov for review in Bluebeam will need to be a member of the Studio Prime account.

Bluebeam Software is comprised of a document management component, known as Studio, and a client-side application, Revu. Each component has three (3) editions with various features.

Bluebeam Studio is the repository for Bluebeam Projects and Sessions. Only one license/subscription is required for each jurisdiction. It is available in the following editions:

- Bluebeam Studio Prime (Compatible with SmartGov) – Cloud-based (allows third party integrations with the Bluebeam Studio API), additional Bluebeam cost
- Bluebeam Studio (Not Compatible with SmartGov) – Cloud-based, included with the Bluebeam Revu user license at no additional Bluebeam cost
- Bluebeam Studio Enterprise (Not Compatible with SmartGov) – On-Premises

Bluebeam Revu is the client-side software that provides the tools necessary to review and mark up documents. This software must be installed on each client computer that will be used to perform review and mark up tasks. Revu is available in the following editions:



- Revu Standard (Compatible with SmartGov) – Standard tool set
- Revu CAD (Compatible with SmartGov) – Includes all of the standard tools, along with plugins for 2D and 3D PDF creation
- Revu eXtreme (Compatible with SmartGov) – Includes all of the standard tools and CAD plugins, with additional features like Optical Character Recognition (OCR) and batch processes.

The Revu user license includes access to Bluebeam Studio, but Bluebeam Studio is not sufficient for integration with SmartGov. Each SmartGov user that will be checking projects in and out of Bluebeam or performing review and mark up tasks must also be a member of the Bluebeam Studio Prime account.

Appendix – Merchant Connector:

- Subscriber to provide the required linking information for Company to complete the setup. These will often include connection URLs, Login IDs, and Transaction Keys. Requirements vary slightly depending on the selected Merchant.
- SmartGov will not test in Production environments).

Appendix – Contractor Connector:

SmartGov requires a delimited file or a SODA query (Washington and Arizona clients only).

Delimited File Imports. The contractor data load is a one-time delimited file import. Future additions and changes to contractor information will be managed through manual updates in SmartGov.

SODA Imports. The states of Washington and Arizona have access to a SODA load which will be configured according to existing keys. This runs on a scheduled recurrence.

The Subscriber is responsible for any data cleansing and parsing. Required fields below:

- Contractor Display Name
- Contractor Address
- Contractor City
- Contractor State
- Contractor Zip
- Contractor License Number
- License Type
- License Exp. D

Appendix: Standard Data Migration

The Standard Data Migration includes the Base fields and one or more of the additional datasets per the Sales Order Form. The fields below are considered in-scope of a standard data migration. The final output has many factors, including the fields available from the source data.

Base CD-MIG-BASE

- Parcels
 - Parcels
 - Ownership
 - Addresses
- Contacts



- Contacts
- Phone
- Address
- Email

Permitting

- Basic Permit Info
- Parcel
- Contacts (Contractors will be listed on Contacts)
- Inspections
- Fees as Notes
- Notes

Code Enforcement

- Case Request
- Basic Case Info
- Complainant
- Contacts
- Inspections
- Fees as Notes
- Notes

The data migration process assumptions:

- Subscriber will provide an initial data set from source database.
- Company will provide a mapping workbook to Subscriber where Subscriber is responsible for mapping data fields to the preconfigured database fields.
- Subscriber will have two (2) weeks ten (10) business days) to validate the initial data load and provide feedback. There is a maximum of two (2) rounds of feedback within that 10-day period.
- Thorough validation is necessary for any successful SmartGov data migration as there is no additional data cleansing possible after the final migration. No more system changes will be permitted after successful Validation.
- Subscriber to provide a final data set three (3) business days before Go-Live.
- Final data load will occur the day before Go-Live.

APPENDIX - Training

The training agenda will be agreed upon by the consultant and the Subscriber lead and is designed to provide the Subscriber team with an interactive experience in the software to facilitate an understanding of the utilized parts of the software.

Conditional content is shown or hidden based on the configured expression.

- Tier 1 Basic training will include:
 - Up to two (2) hours of User Acceptance Training to prepare primary users for Validation, focused on navigation and testing best practices.
 - Go-Live training will span a one (1) week period, provided in three (3) hour sessions to meet Subscriber needs, not to exceed four (4) sessions.





Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- Billing frequency for Cloud Services will be Annual.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document 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.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term 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.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. 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 Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-384326 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.

Brightly Illuminate

Illuminate: Bringing the best Ideas to Light

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 11th-14th. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

Enlighten Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

Envision

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

Engage

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

The Brightly Bundle includes meals, a 4-night hotel stay and tuition. Registration is open beginning October 1st, 2023 through March 8th, 2024.

8



Signature

Presented to:

Q-384326

December 19, 2023, 3:01:22 PM

Accepted by:

Scott Korhuis

Printed Name

Scott Korhuis

Signed Name

Mayor

Title

12/20/2023

Date

