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UTILITY SYSTEMS

City of Norman
Scope of Work

Infinity Field Workforce Management
Implementation Project

Document Version 2.1
Date of Issue: March 17, 2023

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Version History			
Date	Version	Description	Author
3/14/2023	1.0	Initial Draft	Peter Dunn
3/17/2023	2.0	Revised Draft	Vivek Somasundaram
3/17/2023	2.1	Minor Revision	Peter Dunn

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This Statement of Work ("SOW") is effective as of the Effective Date (as defined below) by and between N. Harris Computer Corporation, through its Advanced Utility Systems Division (Harris), and the City of Norman ("City of Norman" or "LICENSEE"). The "Effective Date" of this SOW is the date that it is executed by both parties, as shown on the signature page.

If there are two or more different dates shown on the signature page, the "Effective Date" shall be the later of the dates.

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1. City of Norman Requirement

1.1 PROJECT BACKGROUND

The City of Norman has requested to procure licenses to Infinity Field Workforce Management ("Infinity FWM" or "Product"), the proprietary software of N. Harris Computer Corporation, through its Advanced Utility Systems Division (Harris), and related services under the Agreement. Upon completion of the project the Scope of Services offered by Harris, the ongoing services will additionally include certain hosting and annual maintenance services, as further described in the fees section. This work is performed to utilize Harris's Infinity FWM workforce mobile solution.

City of Norman's rights to use the Product, and all services to be provided by N. Harris Computer Corporation, shall be solely governed by the terms and conditions of the End User License Agreement (EULA) set forth Schedule B, Hosting Services to Exhibit A, SOW, and City of Norman hereby accepts the EULA. Notwithstanding anything herein to the contrary, (1) Harris grants no rights in, and shall have no liability for, the Product, or any services provided by N. Harris Computer, and (2) unless otherwise agreed in writing, City of Norman and Harris shall directly work with each other in relation to Product and Harris' services. Pricing for the Product license and N. Harris Computer' services are described in the Fees Section of this SOW.

City of Norman will defend, indemnify, and hold Harris harmless from and against any loss, cost and expense that Harris incurs for any third-party claim in relation to the City of Norman's use of the Product and services described in this SOW.

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1.2 BUSINESS REQUIREMENTS

The items listed in the table below are City of Norman business requirements:

ID	Business Requirement
BRD01	Infinity FWM will be fully integrated with Advanced Utility System Infinity CIS V4 system
BRD02	Harris will provide demonstrations to the development team prior to discovery week
BRD03	Harris will install and configure the product on City of Norman's production and test servers.
BRD04	Harris will provide workflow design documents for approximately x Work Order Types (Job Codes) that will be designed to City of Norman specifications to be approved and accepted by City of Norman.
BRD05	Harris will configure the Mobile Workforce Management (MWM) servers to meet City of Norman business need. This will include AVL integration, GIS integration, Reports, appointment booking integration.
BRD06	Harris will provide training sessions for Dispatchers, CSRs and Field Service Workers (FSRs) or a Super User Group so that training can be performed internally.
BRD07	Harris will provide onsite management for Go-live and an additional five (5) days following.
BRD08	Harris will provide heightened support for two (2) weeks post Go-live.

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2. IN SCOPE

The items listed in the table below are considered to the scope of Harris's services under this the SOW ("Services"):

ID	In-Scope Item
ISC01	Project Initiation – Harris will provide demonstrations to City of Norman's development team in preparation for the project initiation. Harris will conduct a Discovery Week Workshop to establish workflow and resource requirements and provide further comfort level with dispatch and mobile applications.
ISC02	Target Release Installs– Harris will install and configure the Infinity FWM Product on City of Norman's on-premise production and test servers and provide regular touchpoints and testing sessions to fine-tune the product. Harris will set up multiple modules required for workflow/dispatch application, testing of the connection from Licensee field devices and dispatch office. The City of Norman shall participate in these installation activities to educate themselves for their performance of additional or future installs.
ISC03	Workflow Design & Configuration – Harris will provide approximately forty (40) Work Order Types (Job Codes) that are designed to the City of Norman's specifications and provide the checks and actions to provide a logical and dynamic flow for the field technicians to capture details of work while onsite. The City of Norman will review and approve Infinity FWM designs as a part of this documentation process. Harris will configure the setup of the job codes, areas, priorities, summary columns for FSRs and Orders, Reason Codes and Reports. Harris will test workflows with City of Norman's testing team to ensure logical seamless interaction with Advance's Infinity CIS. • Infinity FWM Internal testing will be done as the workflows are developed • City of Norman full circle testing will be done once CIS generated orders can be sent on Test Environment and City of Norman can view workflows on Mobile Devices
ISC04	Integrations – Harris will configure Infinity FWM servers to meet the City of Norman's business needs. This will include Advanced Integrated Framework, AVL, GIS, and appointment booking integrations plus reports.
ISC05	Infinity FWM Training – Harris will provide training sessions for Dispatchers, Customer Service Representatives and Field Service Workers -or- a Super User Group so that the training can be performed internally.

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ID	In-Scope Item
ISC06	Field Testing – Harris will allot one (1) week to revise workflows discovered during the training sessions. Harris and City of Norman will dedicate two (2) weeks to test and ensure that all modifications and requirements discovered during the training session are completely addressed.
ISC07	Production Preparation and Go-Live– Considering any travel restrictions that may be in place at the time, Harris will provide onsite functional and technical support to assist the City of Norman with the City of Norman's execution of production go-live. The Go-live plan will be developed by the City of Norman with support from Harris where requested. Go live plan details the tasks required to begin using the Infinity FWM solution in a production environment, including the sequence of events, the development of the schedule, the roles and responsibilities, and the development of contingency plans. Harris will provide onsite management for Go-live weekend and five (3) days further onsite assistance.
ISC08	Post Go-Live / Heightened Support – Harris will provide City of Norman heightened support for two (2) weeks post Go-live. If additional hours are required, then the parties will agree to these hours in a Change Request.
ISC09	Technical Support – Harris will provide 24 X 7 for all Severity 1 incidents, and otherwise during regular Business Hours Monday – Friday 6AM-5PM EST for other support. If additional after hour hours is required, then the parties will agree to these hours in a Change Request.

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3. OUT OF SCOPE

The table below describes the scope of work that will not be provided by Harris under this SOW. The Services only include the activities in scope and Deliverables as set out in this SOW. Any features, specifications, tasks, services, or requirements not documented in this SOW are explicitly excluded from the Services.

ID	Out of Scope Item
EXC01	Any activity or deliverable not explicitly identified as being in scope is out of scope. Any additions will be costed and included as part of the Change Management process outlined in Section 11- Change Management.
EXC03	Any modifications to the baseline web services being provided. Any additions will need to be costed and included as part of the Change Management process outlined in Section 11- Change Management
EXC05	Performance of any of the Services required by this SOW after hours (before 6:00 AM and after 5:00 PM EST, Monday – Friday, inclusive) or during the weekend.
EXC06	No test case development efforts have been included in this estimate.
EXC07	Software Releases will be provided for maintenance and defects to keep the Product, Infinity FWM 7.0, and future releases in good working order. Installation of releases is the responsibility of the City of Norman or can be provided by Harris for an additional fee.

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4. CITY OF NORMAN OBLIGATIONS

The table below describes the City of Norman's obligations and responsibilities under this SOW. Harris's ability to provide the Services is dependent on the City of Norman's timely performance of these.

ID	City of Norman Obligation
CO01	The City of Norman will provide Harris access to test and production environments to assist in the installation and configuration of Infinity FWM on-premise.
CO02	The City of Norman will provide functional and technical resources as needed throughout the life of the project that will serve as core team members, subject matter experts, and project execution resources. This includes attending Discovery Week and have appropriate work group resources being impacted by the new services.
CO03	The City of Norman will be responsible for the provision and installation of all hardware, third-party software, and connectivity to other systems.
CO04	The City of Norman will ensure Harris's support resources are able to always gain secure remote access to any hardware on the City of Norman's premises, which is running Infinity FWM software.
CO05	The City of Norman will be responsible for the development and execution of Acceptance Testing test plans, test cases, and other testing artifacts, with support from Harris.
CO06	For work to be performed at the City of Norman's facility, the City of Norman will provide adequate office facilities near the designated members of the City of Norman staff assigned to work with Harris on this project. Facilities for each for accessing Harris intranet using Harris laptop computers.
CO07	The City of Norman will be responsible for all logistics and user communication relating to deployment-related activities.
CO08	The City of Norman is responsible for executing full circle testing of their current workforce mobile business processes with the Infinity FWM application.
CO09	The City of Norman will provide a list of work order types, the process of existing dispatch business practices, provide required columns to be viewed on dispatch and layout of the order details, employee list, areas, use of vehicle (AVL) if required and paper orders.
CO10	The City of Norman will provide a list of employees to be trained and set up scheduling for the training of these resources, taking work coverage and functional groups into consideration.

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5. DELIVERABLES

The table below summarizes the deliverables which must be supplied or achieved by Harris under this SOW:

ID	Deliverable
DEL01	Harris will provide documentation of field information that needs to be captured, workflows and business processes from Discovery Week Workshop.
DEL02	Harris will provide City of Norman with a PDF of the training material which will be used for the training sessions. The City of Norman is responsible for printing all materials and having them available for the training session.

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6. DEPENDENCIES

The table below summarizes the dependencies on the City of Norman that have been assumed when producing this SOW and determining the Fees.

ID	Dependency
DEP01	The City of Norman will perform its obligations under Section 4 - City of Norman Obligations in a timely manner.
DEP02	The City of Norman will provide Harris access to Infinity test and production environments to assist in the installation and configuration of Infinity FWM on-premise.
DEP03	The City of Norman will provide functional and technical resources as needed throughout the life of the project that will serve as core team members, subject matter experts, and project execution resources. This includes attending Discovery Week and have appropriate work group resources being impacted by the new services.
DEP04	The City of Norman will be responsible for the provision and installation of all hardware, third-party software, and connectivity to other systems.
DEP05	The City of Norman will ensure Harris' support resources are able to always gain secure remote access to any hardware on the City of Norman's premises, which is running Infinity FWM software.
DEP06	The City of Norman will be responsible for the development and execution of Acceptance Testing test plans, test cases, and other testing artifacts, with support from Harris.
DEP07	For work to be performed at the City of Norman's facility, the City of Norman will provide adequate office facilities in close proximity to the designated members of the City of Norman staff assigned to work with Harris on this project. Facilities for accessing Harris intranet using Harris laptop computers.
DEP08	The City of Norman will be responsible for all logistics and user communication relating to deployment-related activities.
DEP09	The City of Norman is responsible for executing full circle testing of their current workforce mobile business processes with the Infinity FWM application.

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ID	Dependency
DEP10	The City of Norman will provide a list of work order types, the process of existing dispatch business practices, provide required columns to be viewed on dispatch and layout of the order details, employee list, areas, use of vehicle (AVL) if required and paper orders.
DEP11	The City of Norman will provide a list of employees to be trained and set up scheduling for the training of these resources, taking work coverage and functional groups into consideration.

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7. ASSUMPTIONS

The table below summarizes the assumptions made by Harris when producing this SOW and determining the Fees.

ID	Assumption
ASU01	All terms described as "estimated," "anticipated," "planned" and the like, including without limitation, terms relating to estimated hours, planned start date, planned end date, and estimated duration, are included herein for budgetary and Harris resource scheduling purposes only.
ASU02	The effort for this SOW is based on a Time and Materials basis. All work performed is billable to this effort. This includes but is not limited to coding/rework, testing, City of Norman support, electronic correspondence (email, phone), status meetings, status reporting, etc.
ASU03	Harris' Project Manager will provide coordination for all aspects of the Services and all Harris personnel and resources involved in performing the Services, and for escalating issues concerning the Services and the Contract.

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8. ACCEPTANCE CRITERIA

The table below summarizes the acceptance criteria that have been assumed when producing this SOW and determining the Fees.

AC ID	Acceptance Category	Acceptance Criteria
AC01	Document Acceptance	• City of Norman shall have five (5) Business Days (or another time as agreed by the parties) from receipt of each document Deliverable to determine whether it is acceptable. • If the City of Norman reasonably decides that the deliverable is not acceptable, the City of Norman shall provide Harris with written reasons why it is not, including any specific corrections needed. • In response, Harris will promptly modify the deliverable accordingly (provided that such correction is consistent with the scope and purpose of the SOW) and resubmit it to the City of Norman • Upon receipt of the modified Deliverable, City of Norman shall promptly (but in no case more than an additional five (5) Business Days) confirm that the deliverable is accepted or identify which of the previously identified deficiencies is still unresolved. • If necessary, the procedures above shall be repeated until the deliverable is accepted by the City of Norman. • If the City of Norman does not provide Harris with written acceptance or notice that it is not acceptable within the five (5) business daytime allotted (or another time as agreed by the parties), the Deliverables will be deemed accepted.

AC02	Software Acceptance (UAT)	• The software acceptance tests (i.e., the test cases) will be defined and performed by City of Norman, but Harris will be given the opportunity to review the acceptance test cases prior to the start of UAT.
		• The test cases defined by City of Norman will be consistent with the scope of the SOW and be able to be performed within the duration of UAT, including allowing a reasonable time for problem investigation, rectification, and retesting
		• Defects in the software will be reported progressively as they are discovered, along with sufficient documentation to describe the problem encountered.
		• City of Norman and Harris will coordinate rectification of problems and retesting in the manner that most effectively allows for the progressing of UAT.
		• Within the duration allotted for UAT of the Deliverable, the City of Norman shall determine whether the deliverable is acceptable.
		• If the City of Norman reasonably decides that the deliverable is not acceptable, the City of Norman shall provide Harris with written reasons for such a decision, including any specific corrections needed to achieve acceptance.
		    • In response, Harris will promptly correct the deliverable (provided that such correction is consistent with the SOW) and resubmit it to the City of Norman.
		• Upon receipt of such corrections, the City of Norman shall perform such retests as are necessary to determine whether the corrected deliverable has resolved the identified defect(s), plus any reasonable level of regression testing of the deliverable generally.
		    • The above procedure shall be repeated until the deliverable is accepted by the City of Norman.
		• If the UAT is not completed within the scheduled time frame, City of Norman and Harris will discuss the reasons for this and amend the schedule accordingly. Such an amendment will be done via a Change Request unless mutually agreed.

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9. PROJECT PLAN

- Engage stakeholders to demonstrate product.
- Establish requirements of each work group requiring a Mobile Workforce Solution
- Provide preliminary workflow and dispatch test environment.
- Provide training to users or super-users.
- Go Live on site.
- Assistance with additional requirements after installation and with any trouble issues which occur during production phase.

10. SOLUTION DEVELOPMENT, TESTING, AND IMPLEMENTATION

Harris will provide development, testing, and implementation of the interface between the Infinity CIS and the City of Norman for the proposed solution in the following manner:

Work with Advanced support team for defining various truncations (order create, modify, complete, ...etc.) flowing between service-Link and Infinity systems which are required for completed integration.

Work with business team for understanding business requirements which includes defining workflow flowcharts for various service order types as well as deciding what devices will be used by field workers.

Existing paperwork order completion forms may be used for defining workflow charts or existing templates will be used as starting point.

1. Development starts with integrating Infinity FWM system with CIS Infinity. Test all inbound and outbound transactions between systems.

2. Create workflows for all service order types defined in requirement document.

3. Build custom functionality based on customer specific requirements (if there are any).

4. Configure Infinity FWM system as per customer needs. For example, configure order summary columns based on information Dispatch users wants to see.

5. Testing will be done in-house. Once internal testing is passed by Harris team, the build is deployed on hosted server for selected individuals from City of Norman representing user groups for testing and to approve the build for production deployment.

6. Implementation is a Go Live week on site with careful time considerations for workers and CIS requirements.

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11. DESCRIPTION OF SOLUTION

Infinity FWM is our next generation workforce automation solution. We leverage wireless internet-based mobile communication and field service dispatching solutions to help utilities manage mobile resources.

Infinity FWM's data-centric architecture allows for its rapid deployment. The Infinity FWM server is based on Java Enterprise Edition and can run on both Windows and Linux platforms. It can connect to either Oracle, Microsoft SQL or PostgreSQL databases. The dispatch environment is an HTML5 application which can be accessed from any modern web browser.

The Infinity FWM system allows total flexibility when it comes to deploying in the field. By offering native iOS, Android, Windows Mobile, and Windows and Web based Desktop clients, we cover the full range of device form factors and technologies.

One of Infinity FWM's strengths is our commitment to taking customer applications and growing our product as requirements surface and technology standards demand change. We are always open to discussions and value feedback and design suggestions which we garner at our annual Executive Steering Committee meeting. Our sole focus is utility mobile workforce management, our efforts and designs are informed by this priority.

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12.   SOFTWARE AND TECHNICAL SUPPORT

Harris shall provide both the software and the related technical support services required for the full implementation of the proposed solution. These services shall include, but are not limited to, the following.

1. Requirements analysis
2. System design and configuration
3. Equipment configuration and installation
4. Program design, coding, and testing, including interfaces and integration.
5. Furnish and deliver interface and functional System requirements.
6. Furnish and deliver expertise in functional and technical areas.
7. Identify and report necessary and/or advantageous business processes and procedural changes.
8. Furnish and deliver documentation.
9. Develop training plan, conduct training, and deliver course materials.
10. Install, integrate, test, and implement the System.
11. Monitor and fine tune the System after production implementation in accordance the System Acceptance plan.
12. Provide support in accordance with the Warranty and Post-Warranty

To implement this system Harris shall:

- Select, acquire, install, and test hardware, software and all programs and equipment required for implementation.
- Comply with City of Norman IT Standards for file specifications, system integration, and data transmissions.
- Create test files to test file transmissions.
- Comply with City of Norman IT system security standards to prevent unauthorized access and to protect confidentiality of data.
- Implement a fully tested, functional system as accepted by the City of Norman

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13. SUBCONTRACTORS

1. All Harris personnel with access to the data shall sign a Non-Disclosure Agreement.
2. While Harris may utilize the products and services from other vendors, Harris shall be solely responsible for the successful completion of the implementation.
3. Deliverables shall address all components of the solution, including those provided by subcontractors and third-party providers.

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14. FEES
14.1 PRICE AND PAYMENT TERMS

The total Time and Materials (T&M) fee for the Implementation portion of this SOW is estimated to be a one-time fee of $ 110,600.00 USD. These charges are based on the detail provided in this SOW, including the scope, assumptions, dependencies, and City of Norman responsibilities.

Additional Fees for licenses, services, change orders and annual price increase not to exceed 5%.

This quotation and pricing below are valid for thirty (30) Business Days from the Date of Issue. All fees presented in this SOW are expressed in U.S. Dollars unless stated otherwise.

T&M fees will be invoiced monthly in arrears. The payment terms for invoices raised are forty-five (45) calendar days from the date of the invoice. All fees are exclusive of any taxes which shall be charged in addition to the above fees.

IMPLEMENTATION FEES			
	Description	Number of Users	Estimated Price
Software	Production Environment *Licensing / Install / Config*	10	$ 44,600
Professional Services	Interface / *Workflow / Training*		$ 66,000
		Implementation Fees Estimate:	**$ 110,600.00**
		Annual Maintenance Estimate:	**$ 27,650.00**

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ADDITIONAL FEES (OPTIONAL)		
Item	**Description**	**Price**
Additional License/User	Implementation Set-up Fee	$ 1,600.00
	Annual Maintenance	$ 400.00
Professional Services/hour		$ 225.00
Change Orders	Implementation	per estimate

14.2 FEE ASSUMPTIONS

- Travel expenses must be approved by the City of Norman and the Harris Project Manager in advance and will be invoiced to the City of Norman monthly, in arrears, as incurred.
- Planned work performed outside normal business hours, being Monday-Friday from 6 AM-5 PM EST, will be charged at twice the hourly rate of $225 on a pro-rata basis.
- Harris reserves the right to suspend its provision of the Services if City of Norman has not paid an invoice within forty-five (45) days of the due date of that invoice, and City of Norman has not provided written contestation or reason for delay. In such an instance, Harris will suspend its Services until the payment delay has been resolved.
- The effort for this SOW is based on a Time and Materials basis. All work performed is billable to this effort. This includes, but is not limited to, coding/rework, testing, City of Norman support, electronic correspondence (email, phone), status meetings, status reporting, etc.
- All terms described as "estimated," "anticipated," "planned," and the like, including without limitation, terms relating to estimated hours, planned start date, planned end date, and estimated duration, are included herein for budgetary and Harris resource scheduling purposes only.
- If the City of Norman objects to an invoice or any portion thereof, the City of Norman shall notify Harris within thirty (30) days after receipt of such invoice with objections for research and reconciliation.
- Harris reserves the right to stop project efforts if more than forty-five (45) days in arrears have accumulated with no written contestation or reason for delay until payment delays have been resolved.

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15. GOVERNANCE

- Both Harris and City of Norman will use commercially reasonable efforts to implement the Services as detailed in this SOW. Any updates or changes to the schedule will be managed as part of the Change Management procedure in **Section 16 – Change Management**.
- Both Harris and City of Norman will provide a project management Point of Contact (POC) with an appropriate level of technical and project management skills.
- The City of Norman POC will have the available time to coordinate the Services with all parties involved throughout the SOW.
- Harris will provide the resources required to perform the Infinity FWM Services detailed in this SOW in a timely manner and according to the schedule for this work.
- The City of Norman acknowledges that delays by the City of Norman regarding deliverables, approvals, feedback, etc. which City of Norman is required to provide may delay the SOW timeline and may impact SOW costs.
- The City of Norman's project management POC will have the authority to provide approvals and acceptance for SOW milestones, deliverables, acceptance testing, day-to-day direction to all members of the City of Norman project team, etc. The POC will also have the authority to negotiate Change Requests on behalf of the City of Norman and ensure all necessary parties execute approved Change Requests in a timely manner.

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16. CHANGE MANAGEMENT

Any requests for delivery of additional features, specifications, services, or requirements not authorized within the scope of this SOW or other changes to the scope of this SOW (collectively, the "Additional Services") are explicitly excluded from the SOW.

In the event that the City of Norman requests Additional Services during the implementation over the course of this SOW, the Harris Project Manager will develop a Change Request to this SOW to identify the requested services, corresponding costs, and fees payable by the City of Norman and the impact of the change on the SOW. Said Change Request would become effective only when signed by both parties (the "Change Request"). Email approval of Change Requests is permitted when the email approval is made by relevant POC or another person approved by the City of Norman.

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17. APPROVALS

This Statement of Work is agreed to and accepted on behalf of:

City of Norman

_____
Authorized Signature

_Larry Heikkila_____
Officer's Name

_Mayor_____
Officer's Title

_____
Date

ATTEST:

_____
City Clerk

N. Harris Computer Corporation

_____
Authorized Signature

HARI SUBRAMANIAM
Officer's Name

EVP ADVANCED UTILITY
Officer's Title

APRIL 4TH 2023
Date

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE 4/20/23

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SCHEDULE A: DEFINITIONS

All capitalized terms used and not defined herein shall have the same meanings given them in the End User License Agreement.

- "Actual Availability" means (Actual Uptime divided by the total number of minutes in the month) multiplied by 100.
- "Actual Uptime" means the total number of minutes in a month minus Total Downtime that does not constitute Excluded Downtime.
- "Availability Standard" means the applicable availability standard for each environment is 90% of Actual Uptime
- "Business Days" means the calendar days of Monday, Tuesday, Wednesday, Thursday, and Friday, excluding weekends and federal holidays.
- "Licensee" means City of Norman.
- "Downtime" means the time (in minutes) that the Software is unavailable. Software unavailability includes the integration between Advanced Infinity CIS and Infinity FWM. If upon triage it is found the issue is with CIS, the Downtime will not apply to Infinity FWM's Actual Uptime.
- "Downtime Duration" means, for each incidence of Downtime, the total number of minutes of Downtime where the Hosting Services is determined to be the root cause for the Downtime. For greater certainty, unavailability of Licensee systems, network connectivity issues outside of the Hosting Services, and other similar events shall be excluded from Downtime Duration.
- "Excluded Downtime" means downtime due to a Force Majeure event or Permitted Scheduled Maintenance.
- "End User License Agreement" terms and conditions governing the relationship between Harris and City of Norman in Schedule B.
- "Hosting Services" means the hosting services of the System, as described in Schedule B.
- "Hosting Services Commencement Date" means the date of go-live of the Hosting Services, (which will commence upon the conclusion of the Infinity FWM implementation and go-live)
- "Permitted Scheduled Maintenance" means scheduled maintenance of the Software during a PE Maintenance Window (as defined below) or a TDE Maintenance Window (as defined below).
- "System" means, collectively, the Software Baseline Component System and the underlying software required to run the Software Baseline Component System.
- "Total Downtime" means the sum of the Downtime Duration for all Downtime incidents in the applicable month. For example, assume that there are 30 days in the month and there are 80 minutes of Total Downtime, including 30 minutes of Permitted Scheduled Maintenance, the Actual Uptime would be 43,150 minutes (i.e., 30 days x 24 hours/day x 60 minutes/hour less 50 minutes) and the Actual Availability would be 99.88%.

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SCHEDULE B: MAINTENANCE POLICY FOR INFINITY FIELD WORKFORCE MANAGEMENT

Overview: This Maintenance Policy describes Harris's support services contract, for Harris's Infinity Field Workforce Management Workforce Management System Product.

USER'S RESPONSIBILITIES

1. **Service Requests:** City of Norman will notify Harris of any problems that affect System performance as soon as practical. Problems are to be reported via Harris's Support Services Hotline at (604)982-0600.

2. **Customer Coordinator:** City of Norman will identify a supervisory level employee to act as a Customer Coordinator. The Customer Coordinator will act as the single administrative liaison with Harris for all non-technical maintenance issues.

3. **Severity Levels:** Each Service Request is assigned a Severity Level. Severity Levels are mutually agreed upon between the Harris Support Analyst and the Customer Coordinator. Severity Levels describe the level of business impact to the City of Norman, defines the rules of engagement, and the Harris resources to be expended. Severity Levels are set at 1, 2, 3, 4 or 5 depending on the nature of the problem, and they can be upgraded or downgraded later.

   The list below summarizes these levels.
   - Severity Level 1 (S1) - Severe Business Impact (Showstopper)
   - Severity Level 2 (S2) - Significant Business Impact (High)
   - Severity Level 3 (S3) - Minor Business Impact (Medium)
   - Severity Level 4 (S4) - Information/Training/Minor Errors (Low)
   - Severity Level 5 (S5) - Enhancement Request (Low)

4. **Response Times:** Time and priority commitments for response to operational critical issues during regular business hours (6:00 am – 5:00 pm City of Norman Local Time) except for severity 1 (24/7) as outlined below, are as follows:
   - S1 - Showstopper (Ex. City of Norman is down or cannot run a critical process like dispatch)
     Initial response within 15 minutes
   - S2 High (The issue is a business-critical issue, but it is not preventing all users from getting their work done)
     Initial response within 1 hour
   - S3 Medium (The issue has a work around that the customer can use until the issue has been resolved)
     Initial response within 4 hours
   - S4 Low (This issue is usually either cosmetic or requested functionality that will be considered for a future version)
     Initial response within 8 hours

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5. **Resolution Time:** "Resolution Time" means the time which is calculated from the point in time when an incident or problem is detected and during which Harris shall correct the interruption or problem or otherwise normalize the Service. Harris shall during the Service Time correct a fault and return the normal operability (incidents) within the Resolution Times, depending on the Severity Level, as follows:
   - S1 - Showstopper - 3 Hours
   - S2 - High - 8 hour
   - S3 - Medium - 1 Week
   - S4 - Low - 4 Weeks

6. **Target Level:** The target level is that Harris has processed 90 per cent of the incident situations within the above-described reaction and resolution times.

7. **Training:** To assist with the successful and effective operation of the software, City of Norman understands the need to retain personnel fully trained in the use of the Software. City of Norman agrees that it shall not use Harris's Support Services Centers in lieu of obtaining such formal training. Training classes are available from Harris as a Supplemental Service, at Harris' then current rates and may be conducted at City of Norman's site, or at one of Harris locations. City of Norman shall be responsible for all travel and other expenses incurred by its employees while attending such training. City of Norman understands and agrees that if the City of Norman loses trained personnel and attempts to rely on Harris's Support Services for training, assistance will be provided by Harris on an "as available" basis. While Harris will continue to respond to City of Norman requests, Harris will not allow customer-training requests to dilute the effectiveness and responsiveness of its service and will notify customer management that formal training is needed when such situations occur.

8. **Freight Charges:** City of Norman will forward all equipment and/or materials to Harris via pre-paid freight.

9. **System Configuration:** City of Norman will ensure that system equipment, operating system, and data communications environment is configured, operated, and maintained. City of Norman agrees to consult Harris prior to making changes to their system configuration that may affect system operation. Infinity FWM comes with a powerful out-of-box configuration tool Workflow Studio. Workflow Studio can be used to create and modify work order types, workflows, completion forms, pick lists and mobile/dispatch screens. Support may be delayed, or fees applied in the absence of current system configuration information. Please refer to Supplemental Services.

10. **Remote Communications:** City of Norman will install, operate, and maintain remote communications software (i.e. PCAnywhere®, TelNet® or WebEx®) and equipment (modems) in a manner that will allow for remote access to Service Link user sites. City of Norman will make remote access available to Harris, as necessary, for remote diagnosis and troubleshooting of Infinity FWM.

11. **Network Administration:** City of Norman will monitor and maintain all local and wide area network (LAN/WAN) components, to include network servers, network Licensees, network hubs, routers, modems, Internet Service Provider and all software components necessary for

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efficient and reliable network operations. Specific activities include managing network equipment repairs, upgrades, and replacements to ensure continued conformance with Harris prescribed System configuration. Additional activities include ongoing administration of host names and Internet Protocol (IP) addresses, administration of network interfaces, access, security, communications equipment, and software version control.

12. **Maintenance Administration:** City of Norman will administer maintenance activities at a central source. Harris shall track responses to requests for support services, the names of which will be provided to Harris. City of Norman may change any contact by providing Harris written notice of such change. Specific maintenance activities include Infinity FWM user training and support, administration of all third-party software licenses, fees, and support services that affect Infinity FWM operations, initiation of Service Requests as outlined herein, and oversight of equipment returns to, and receipts from Infinity FWM. Additional support activities include remote access to System user sites and preliminary troubleshooting of System user problems.

13. **Data Review:** City of Norman understands and agrees that from time-to-time, situations may occur where it will be necessary for Harris to evaluate City of Norman data to reproduce error conditions not reproducible with Infinity Field Workforce Management standard test data sets. City of Norman further agrees to allow Harris access to such data subject to the Product License Agreement. Harris shall not be liable for any delay or failure to resolve the problem caused by denial of access to such production data to Harris.

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c. **Critical Maintenance Release(s):** A Critical Maintenance Release will be forwarded to City of Norman in response to critical problems. Critical problems are defined as those problems, which interrupt the City of Norman's ability to read meters or execute customer billing. Critical problems will receive priority over all other reported problems, with corrective actions and timetables reported to Harris and Customer management personnel. Upon written request from City of Norman, a Critical Maintenance Release may be forwarded prior to Infinity FWM completion of a full system test.

d. **Scheduled Maintenance Release(s):** City of Norman will receive from Harris, as part of this EULA, all Scheduled Maintenance Releases for the licensed, current, (standard) Software Product version. Scheduled Maintenance Releases, which are issued periodically, maintain original software functionality and include available fixes for reported, verified, and corrected problems. Maintenance Releases may be discontinued if there are no outstanding problems.

e. **System Release(s):** Harris, at its sole discretion, will make available System Releases which provide new software functionality and / or migrate Harris Software Products onto other vendors' computing equipment or software operating systems. Harris reserves the right to invoice for all System Releases, as they are made available at Harris then-current prices.

f. **Custom Release(s):** Custom Releases are issued in response to modification requests submitted in writing to Harris by City of Norman. If the modification is significant in size or scope, Harris may elect to send, at City of Norman' expense, a technical representative on site to finalize the design of the modification. If Harris chooses to perform the modification work, it will submit a statement of work, to be approved by City of Norman, including requirements definition, project management, design, programming, documentation, testing, implementation, and maintenance effort and costs. A System with software that contains LICENSEE-specific modifications, a non-current Release, or incompatible operating system version becomes a "Custom System." Maintenance Releases, meter protocol inclusions, modifications, upgrades, or enhancements to Custom Systems will be provided if requested by City of Norman but are subject to separate price quotation.

g. Harris will, at City of Norman request, install any Software Release provided under this EULA, at the prevailing rate(s) in effect. Travel and living expenses will be invoiced to City of Norman at Harris' costs.

6. **Software Support:** Harris's Software Development Group maintains the Software (and any current Release) in accordance with the Related Documentation through problem resolution work that often results in Maintenance Releases, as defined above. Software Development services is accessed through the assigned Support Analyst. Included with the Maintenance Release are descriptions of the documented changes, associated release notes and installation procedures. Once a new Scheduled Maintenance Release, as defined above, is issued, it becomes the new Software based upon which all future Maintenance Releases are delivered. Harris will provide support to the current Scheduled Maintenance Release and at least two (2) previous Scheduled Maintenance Releases.

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Problem resolution work begins after the problem is verified by Harris, usually through duplication of the problem. To verify the problem, the Support Analyst may request additional data from City of Norman.

7. **Software Library:** Harris will maintain a copy of each City of Norman then current, licensed, software version at its Vancouver, BC facility, which will be made available to the City of Norman as necessary to reload corrupted or inoperative software. Harris is responsible for backing up all data and all configuration files.

8. **Onsite Support:** In those instances where problem analysis of the Infinity FWM system by telephone is neither successful nor expedient, and upon mutual agreement between the Parties, Harris will dispatch Support Services personnel to City of Norman's location during Regular Business Hours.

   Such services provided by Harris will be invoiced to City of Norman at the hourly rates in effect at the time of service. Travel and living expenses will be subject to prior City of Norman approval and will be invoiced at Harris' cost. If upon further investigation the issue is identified as a bug in the Infinity FWM system, Harris will not invoice the customer for the site effort or related travel.

9. **Supplemental Services:** Services that are not covered as part of this Agreement will be categorized as Supplemental Services. Harris shall have no obligation for the following Supplemental Services, but if such services are available, at City of Norman option, they can be provided at the applicable rates for labor, materials, and expenses.

   a. Service on software or equipment that has been improperly installed or operated outside manufacturer specifications.

   b. Service on software or equipment not specifically identified as Non-Harris Product (not in Harris's Service Database).

   c. Software or equipment not covered by this Agreement.

   d. Service related to Critical Maintenance Releases that were forwarded at City of Norman request, prior to completion of full system acceptance.

   e. Services or expenses outlined as City of Norman Responsibilities in this Agreement.

   f. Service Requests that include services, overtime or holiday coverage, response / return times, special freight, or expenses over and above the Harris Responsibilities as outlined in this Agreement.

   g. Services provided due to inoperative mainframe or personal computer processing equipment, network / network equipment, customer-modified software, and / or third-party software not required for operation of the System.

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h. Special investigations, tests, data, reports, or documentation not specifically included as part of this Agreement.

i. Software fixes on problems that do not compromise the transmission of meter reading or System billing information, prior to scheduled Software Releases.

j. Upgrades or enhancements.

k. Communication problems related to non-Harris supplied modems and/or telephone lines, communication devices or protocols.

l. Training Services.

m. Creation of custom reports or modification to existing reports.

n. Creation of custom workflows or modification to existing workflows.

o. System troubleshooting where configuration changes have been made to City of Norman system using Workflow Studio and have not been communicated to Harris.

p. No Supplemental Services shall be provided to City of Norman without the express prior written authorization for same by City of Norman to Harris.