QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the "**Agreement**") is made November 7, 2022 (the "**Effective Date**") by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware ("**Questica**") and ("**City of Tomball**"), including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "**Subscriber**").

1. **DEFINITIONS**

   "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

   "Malicious Code" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

   "Order Form" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

   "Services" means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

   "User Guide" means the on-line users guide for the Services, made available on-line.

   "Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

   "We," "Us", "Our", "**Questica Inc.", "Questica LTD."** or "**Questica**" means the company or entity providing the Services in the Agreement

   "You", "Your", "Subscriber" means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

   "Your Data" means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. **PROVISION OF SERVICES**

2.1 **Terms of Service.** Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

2.2 **Provision of Services.** We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.3 **User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same

day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2.4 **Hosting, Product Maintenance and Support.** For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.

2.5 **Implementation Services**. Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:

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

2.6 **Acceptance of Custom Work.** Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

3. USE OF THE SERVICES

3.1 **Our Responsibilities.** We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2 **Our Protection of Your Data**. We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3 **Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

4.1 **Fees.** You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly

anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.

4.2   **Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.3   **Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)

4.4   **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.

4.5   **Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.6   **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

4.7   **Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

5.   **PROPRIETARY RIGHTS**

5.1   **Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2   **Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3   **Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

5.4   **Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

5.5   **Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by

You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

6.1 **Definition of Confidential Information.** As used herein, **"Confidential Information"** means all confidential information disclosed by a party ("**Disclosing Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 **Protection of Confidential Information.** The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

6.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

7.1 **Our Warranties.** We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided you are not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 **Your Warranties.** You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.

7.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

8.1 **Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States' registered patents, copyrights or trade-mark rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control

of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate , without breaching Our warranties under "Our Warranties" above, (II) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2 **Indemnification by You**. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 **Exclusive Remedy**. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

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

10. TERM AND TERMINATION

10.1 **Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the effective date of this Agreement and continue for 5 years. Additional user subscriptions will be prorated from the applicable order date through the remainder of the 5-year term. All user subscriptions shall automatically renew for additional one-year at the end of the then current term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

10.3 **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 **Termination for Convenience**. Subscriber may terminate this Agreement without cause by giving sixty (60) days advance written notice to Us of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Subscriber agrees to pay a SaaS Recovery Amount equivalent to 50% of the Subscription fees for the remainder of the initial term of the Agreement.

10.5   **Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms agreed to by the Parties. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.6   **Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.7   **Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability, 10.5 (Refund or Payment upon Termination), 10.6 (Return of Your Data), 10.7 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11.   **NOTICES, GOVERNING LAW AND JURISDICTION**

11.1   **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii)the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

11.2   **Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	Subscriber Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Director	Finance Department Manager	10 Business Days
Third Level	VP, Professional Services	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

(a)   Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Delaware before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b)   Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

(c)   In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

11.3   **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Delaware and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Delaware in respect of this Agreement.

11.4   **Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12.   GENERAL PROVISIONS

12.1   **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2   **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3   **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

12.4   **Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

12.5   **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right**.**

12.6   **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.7   **Legal Fees.** You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

12.8   **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9   **Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your

purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12.10   **Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.

12.11   **Authorized reseller status; Option to purchase affiliate products**. Questica is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "Questica Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). Questica Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., eCivis Inc., CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Subscriber has the option to purchase from either Questica, as an authorized reseller, or Questica Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Subscriber and Questica or Subscriber and the applicable Questica Affiliate.

12.12   **Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

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

CITY OF TOMBALL

QUESTICA LTD.

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I have authority to bind the organization

I have authority to bind the organization

Questica Budget Order Form

Quotation ID#: City of Tomball TX – October 17, 2022

Description	Qty	Total
Questica Budget Framework – All Modules		
Operating Licenses	Unlimited	
Personnel Planning & Budgeting Licenses	Unlimited	
Capital Licenses	Unlimited	
Unlimited Read Only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Questica Annual Software Subscription **(Including maintenance, support, and hosting)**	~~$19,500.00~~	$14,625.00
Professional Services (Per Scope of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
OpenBook Professional Services	Included	
Total Questica Professional Services **(one-time fee)**		$10,000.00
Grand Total Year 1		$24,625.00

Pricing Notes
Quotation ID#: City of Tomball TX – October 17, 2022

Pricing valid through: November 30, 2022

- Questica annual subscription is based on a 5-year term
- Questica year 1 subscription fee is discounted to $14,625.00
- Questica will apply a 5% inflationary increase beginning in year 2
- Questica Annual fees
    - Year 1 is $24,625.00 (SaaS and Professional Services)
    - Year 2 is $20,475.00 (includes 5% increase)
    - Year 3 is $21,498.75 (includes 5% increase)
    - Year 4 is $22,573.69 (includes 5% increase)
    - Year 5 is $23,702.37 (includes 5% increase)
    - Total 5 Year contract is $112,874.81
- Pricing is not applicable in response to a formal RFP Process
- Above pricing in USD
- Applicable Taxes Extra
- **Terms of Payment:**
    - Software Subscription (including annual maintenance, support, and hosting services):
        - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
    - Professional Services:
        - Due 100% upon Contract Effective Date (Net 30)

Additional Professional Services are available upon request at Questica's then current hourly rate, currently set at $225/hr.

APPENDIX B – Hosting, Maintenance and Technical Support Services

(A) **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:

   I.   Testing customizations during an upgrade
   II. Restoring a database backup required because of a Subscriber error
   III. Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

(B) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Subscribers generally ("**Updates**") but excluding any New Product (a "**New Product**" being a solution which, in Questica's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

   I.   Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
   II. New applications
   III. Services associated with the application or installation of Updates

If requested, Questica will provide assistance in the testing of any site-specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

(C) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

   I.   Custom programming services;
   II.   On-site support;
   III. Subscriber developed interfaces, API interactions, or customizations;
   IV.   Subscriber developed reports;
   V.   End-User training or re-training;
   VI.   Subscriber hardware or network issues;
   VII. Correction of data issues derived from user error or Software misuse;
   VIII. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
   IX.   Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and

X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

System Hosting

Server

Production & Test Instances of Questica Budget

Questica will install a production instance of Questica Budget in a cloud hosted environment, as per the signed hosting agreement. The implementation will be carried out directly on the "production" system.

A second system, for testing, will be created by copying the production system on request. Questica will service a reasonable number of such copies, at the discretion of the Questica project manager. Questica reserves the right to delete test systems left unused for an extended period of time. In such a case, The Customer may have a test system reinstated when needed, by requesting a copy of the current production system.

Production Instance of OpenBook

Questica will install a single instance of OpenBook in a cloud hosted environment.

Client Software

The Customer will provide user workstation environments as follows:

- Supported web browsers - Internet Explorer 11 or newer, Microsoft Edge, Firefox latest release, Chrome latest release.
- Microsoft .NET Framework 4.6.
- Microsoft Excel® 2007 or newer (required for data export/import).
- Report Builder 3.0 downloaded and installed without charge from Microsoft's web site for self-serve ("ad hoc") reporting.

Project Management & Analysis

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party. Delays on the part of The Customer, including putting the project on temporary hold or changes in project personnel, may result in a Change Order to cover the cost of restart, rework, rescheduling, and retraining.

Questica Project Lead

Questica will assign a lead analyst/project manager, hereafter referred to as the "PM", to lead the implementation on Questica's behalf. The PM will carry out most project management, analysis, and configuration activities. They will engage other Questica staff to fulfill deliverables according need.

All work with the Questica PM will be carried out "off-site" and contact will be via email, telephone, video conference, and remote desktop sharing. A SharePoint repository will be provided by Questica for housing project documentation and exchanging data load spreadsheets.

The project management responsibilities of Questica's PM are as follows:

a) Coordinate the development of the project timeline with The Customer's project manager.
b) Ensure the timely execution of Questica's deliverables.
c) Ensure that members of The Customer team are sufficiently educated in the Questica Budget application to understand the implications of design decisions.
d) Advise The Customer of expected completion dates for "Customer task" identified within this SoW.
e) Advise The Customer of the impact if any Questica or Customer deliverable is advanced or delayed.
f) Track and communicate issues though an "issue log".
g) Author, and coordinate the approval of, change orders.

The Customer's Project Lead

The Customer will assign a resource as their project lead. This person may be a project manager or senior member of the budget office/financial team. The role and responsibilities of this resource are as follows:

a) Act as primary communication point with the Questica PM.
b) Provide definitive responses to the Questica PM on all decision points.
c) Ensure the timely execution of The Customer's deliverables, as identified within this SoW.
d) Advise the Questica PM of expected completion dates for these tasks.
e) Ensure that implementation training material is reviewed in a timely manner.
f) Ensure that all Customer team members have a clear understanding of their roles and responsibilities in the implementation.
g) Ensure that all Customer team has sufficient understanding of the product and the implementation to make their decisions and complete their deliverables.
h) Approve (sign-off) on Questica deliverables.
i) Certify that change orders contain a full specification of the changes required.

The Customer will have access to training materials, such as videos, online in the Questica Academy.

Data Loading

The Customer is encouraged to load the data, under the guidance of the Questica PM and supporting implementation material. This approach is the best means to full understanding in the shortest possible time.

Where the Questica PM needs to load data on The Customer's behalf (where noted in the *Scope of Implementation Services* below), the data must be provided to Questica in Excel workbooks; and must be "clean", consistent, and complete. The Questica PM is not responsible for cleaning data, will not load data "piecemeal", and will not repeatedly load data in order to repair issues and/or add missing information. Further data loads/reloads can be performed by The Customer using the software's user interface.

Integrations

Integrations are the automation of data exchange between Questica and 3rd party systems. This will use files transferred to/from an SFTP or FTPS server provided by Questica, except where alternatives are explicitly noted as options in the *Scope of Implementation Services* below.

Questica does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system's integrator. Alternatively, manual exports and imports are a practical way to transfer data.

Scope of Implementation Services

Limitation of Obligation

The services described in this section must be delivered within 13 weeks contiguous of the initial contract date and will be deemed delivered in full thereafter, with no further obligation by Questica to deliver such services.

Questica Budget Configuration & Shared Components

Function, Feature, or Service	Description	Scope
Initial Data Load of Chart of Account Data	Configuration and data import of the following Questica standard data structures: • Division/Department hierarchy. • Fund Categories and Funds. • Account Categories and Expense and Revenue GL Accounts. • Other COA dimensions. Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.	In scope: All reasonable data required to support a chart of accounts, roll-ups, additional chart categorizations, budgets, and actuals.
Budget Process Configuration	Define and configure the statuses, stages, snapshots, additional fields, forms, grids, and change request types required to support all fundamental budgeting processes. The implementation assumes centralized budgeting and a standard budget development process along the lines of base budget, to department request, through budget office review, and council/board approval. *The Customer is able to increase the complexity of the budget process beyond this simple model, using the software's user interface, following training.*	In scope: Questica and The Customer will work cooperatively to define and configure all fundamental budgeting processes.
Application Level Security	Configuration of user accounts and role-based security, modelling a standard "pipeline" budget development and management process. *The Customer is able to increase the complexity of security beyond this simple model using the software's user interface following training.*	In scope: It is important that The Customer understands the security configuration. Questica's PM will provide advice, instruction, discuss configuration strategies, and create "template" security roles.
Project Management, Configuration & Analysis	The fixed price cost includes overhead of project management and analysis by the PM during implementation. *Should implementation project management and consulting be required beyond the scoped period, additional time may be purchased at Questica's standard services rate.*	In scope: Service provided until all other services are delivered or 13 weeks contiguous from project kick-off, whichever occurs first.

Operating Module

The Operating module is In scope.

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load		
Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.		
Import Costing Centers	Configuration and data import of standard Questica Operating data structures. At a minimum, the data will be sufficient to: • Create Costing Centers (for each historical and current/future budget year to be loaded). • Add Costing Centers to Departments. • Associate Costing Centers with Funds. • Define Budget Promotion Stages.	In scope
Import Budgets	Import multiple years of Operating budget: • Create dollar budget line items with GL Accounts (or The Customer's equivalent thereof) … at the Costing Center level. The budgets must be imported in year order from oldest to newest. ** If budgets change after the initial data load, the client can update it directly within the system.*	In scope: 2 prior years + current fiscal year budgets The Customer can import additional years at their discretion (there is no system restriction).
Integrations		
Budget Export Integration	Interface to export the adopted budget from Questica into The Customer's general ledger system. Data can be extracted into a text ("CSV") file, an Excel® workbook, or through a RESTful API call to a Questica ad hoc view. The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs. ** If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee.*	In scope: 1 point of budget export integration.
Budget Amendments Export Integration	Interface to transfer individual approved amendments to the Operating budget, from Questica Budget to The Customer's general ledger, or the other direction as required. This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above. ** If this integration is required, then please discuss adding this for a one-time set-up fee.*	Not in scope
GL Actuals Import Integration	Interface to copy/import financial Actuals into the Questica Operating module from The Customer's general ledger	In scope: 1 point of actuals import integration.

	system. This interface can be automated to run on a schedule.	
	Data to be imported will need to be in a standard "CSV" formatted file with the following required fields/columns, in the order listed.	

	1. AccountStructure
	    2. TransactionDate
	    3. Amount
	Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Questica Budget's format.	

	Actuals can be individual transactions or monthly balance by account structure.	
	The implementation allows for a reasonable number of simple automated transformations such flipping revenue signs or date formats.	
	Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica.	
	If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee.	
Optional Features	*The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. If "Not in scope" then these features are not part of the purchased Questica package.*	
Allocations Add-in	The Questica Budget Allocations add-in, to automatically transfer specific budget lines to multiple costing centers. If the Capital module is in scope then budget lines can also be allocated to projects.	In scope: Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required allocations which can then be referenced by The Customer to create the full required set.
Statistical Ledger Add-in	The Questica Budget Statistical Ledger add-in, to budget for non-general ledger and non-monetary values, rates and quantities (within costing centers). Also provides a convenient source of non-monetary data for the Performance Measures module.	In scope: 2 prior years + current fiscal year budgets The Customer can import additional years at their discretion (there is no system restriction).

Personnel Planning & Budgeting Module

The Personnel Planning & Budgeting module is In scope.

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load		
Due to access limitations is unlikely that the Questica PM is able to perform the data extraction and will require The Customer to provide this data in Excel workbooks.		
The Questica Personnel module is not loaded or used for <u>historical</u> fiscal years. It will be configured only for one fiscal year which should be either: • Current fiscal year: The Customer will be able to verify the structure by "publishing" the Salaries to their current budget and making a comparison, but the position/employee data will be stale by one year and will need updating when rolling to the new budget year. • New budget year (first year for which a new budget is being built using Questica). Note that once in the system all salaries data is rolled with the Operating budget when creating a new budget year. It does not need to be reloaded, simply updated to match the current state.		
Import Positions & Employees	Load the lists of Employees and associated data; and Positions and their associated data (including incumbent Employee).	In scope
Import Grades & Scales	Load the list of Grades and their associated data, and any contracted pay Scales (hourly by "Step").	In scope
Configure Benefits ("Modifiers")	Create "modifiers" to generate supplementary personnel costs such as benefits, allowances, payroll taxes, and insurance. Note that modifiers are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks. The Questica system is pre-loaded with example modifiers that The Customer may find useful to use as-is, or for copying and editing to generate the supplementary personnel costs appropriate to their organization. *While <u>most</u> supplementary personnel costs can be configured and auto-calculated using "modifiers", on occasion the rules and arithmetic of certain costs cannot be modelled and either need to be manually calculated and entered by The Customer or accommodated through custom modifiers which can be added to the implementation for a one-time setup fee.*	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required modifiers which can then be copied and edited by The Customer as many times as needed to create the full required set.
Import Position/Costing Center Allocations	Load the "allocation" of Positions to the Costing Centers, to assign payroll costs of those Positions. Each Position may be split between multiple Costing Centers. Within each Costing Center, all payroll costs are consolidated to the account string level. You may also choose to configure the system such that it splits the costs to a more detailed level.	In scope

Capital Module

The Capital module is In scope.

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load		
Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.		
Import Capital Projects	Configuration and data import of standard Questica Capital data structures. At a minimum, the data will be sufficient to: • Create Projects (including closed projects where historical budget is being loaded). • Add Projects to the list of Departments that are consistent with, and shared by, the Operating module. • Define Project Promotion Stages. The configuration data may optionally contain data to: • Define Asset Categories & Asset Types. • Define a Single Set of Project Ranking Metrics.	In scope
Import Budgets	Import multiple years of Capital budget: • Create dollar budget line items with GL Accounts (or The Customer's equivalent thereof) … at the Project level. The budgets must be imported in year order from oldest to newest. ** If budgets change after the initial data load, the client can update it directly within the system.*	In scope: 2 prior years + current fiscal year budgets The Customer can import additional years at their discretion (there is no system restriction).
Integrations		
Budget Export Integration	Interface to export the adopted budget from Questica into The Customer's general ledger or project control system. Data can be extracted into a text ("CSV") file, an Excel® workbook, or through a RESTful API call to a Questica ad hoc view. The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs. ** If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee.*	In scope: 1 point of budget export integration.
Budget Amendments Export Integration	Interface to transfer individual approved amendments to the Capital budget, from Questica Budget to The Customer's general ledger, or the other direction as required. This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	Not in scope
Actuals Import Integration	Interface to copy financial Actuals into the Questica Capital module from The Customer's general ledger or project	In scope: 1 point of actuals import integration.

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control system. This interface can be automated to run on a schedule.

Data to be imported will need to be in a standard "CSV" formatted file with the following required fields/columns, in the order listed.

    4.   AccountStructure
    5.   TransactionDate
    6.   Amount

Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Questica Budget's format.

Actuals can be individual transactions or monthly balance by account structure.

The implementation allows for a reasonable number of simple automated transformations such flipping revenue signs or date formats.

Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica.

If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee.

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Performance Measures Module

The Performance Measures module is In scope.

Function, Feature, or Service	Description	Scope
Performance Measurement Consulting	Consulting services to advise, design, promote, and enact Performance Measurement Programs.	Not in scope
Configuration & Initial Data Load		
Measure Categories and Units	Configuration of Performance Measure Categories and Units of Measure.	In scope
Measures	The Customer will receive training to determine how to enter Performance Measures into the system.	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required measures which can then be referenced by The Customer to create the full required set.
Scorecards	The Customer will receive training to determine how to configure Performance Measure Scorecards within the system.	Shared task: The Customer will receive assistance from the Questica

		PM to create a subset of the required scorecards which can then be referenced by The Customer to create the full required set.
Integrations		
Measure Actuals Import	Automated interface for importing Actuals from the many and various systems which might house data useful as Measure Actuals. *If a custom integration is required then please discuss adding this for a one-time set-up fee.*	Not in scope

OpenBook

Use of Questica's OpenBook transparency portal is included in this system.

Function, Feature, or Service	Description	Scope
Setup & Connection	Create OpenBook instance. Connect to Questica Budget production instance with out-of-the-box API and test connectivity.	In Scope
Analysis & Design	• Post-training review of concepts and process with The Customer, including the visualization types, their purpose and appropriate Questica Budget data sources. • Assistance in determining initial set of visualizations. • Review the editing and publishing of datasets from Questica Budget to OpenBook. • Determination of non-Questica Budget data sources.	In Scope
Questica Budget Configuration	Creation of "ad hoc views" in Questica to support data requirements of The Customer's OpenBook (as determined during analysis & design), typically: • Budget • Actual • Budget vs Actual	Shared task: The Questica PM will assist in configuring a reasonable number of views for the initial set of OpenBook data visualizations.
OpenBook General Configuration	Configuration of OpenBook settings, profile, UI options, and admin user.	In Scope
OpenBook Visualization Configuration	Creation of "Visualizations" in OpenBook using out-of-the-box Visualization templates, sourcing data from Questica Budget dataset and ad hoc spreadsheets.	Shared task: The Questica PM will assist in configuring a reasonable number of OpenBook data visualizations as the initial set. The customer may continue to add visualizations throughout their use of OpenBook.
OpenBook Advanced/Custom Visualizations.	Creation of more advanced visualizations, for example those requiring multiple data sources and/or new reporting entities within Questica Budget and/or custom visualisations.	Not in scope

Training

The following list details the proposed training. The PM and The Customer will determine the final training plan. Topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.

Training Topic	Description	Scope
Implementation	A Questica Budget Implementation Guide, along with a Project/Milestone Plan, identifies all steps involved in the implementation process. This guide references pre-recorded training videos, job aids, etc. After which a PM will address Customer questions and provide advise as needed.	Customer task
Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos, after which a PM will address Customer questions and provide advice as needed.	Customer task
Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommends that users make use of the many online resources to gain expertise in this tool.	Customer task
Allocations	Training in Questica Budget's Allocations feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	In scope
Change Request	Training in Questica Budget's Change Requests feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	Customer task
Statistical Ledger	Training in Questica Budget's Statistical Ledger feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	In scope
Operating Module	Training in the use of Questica Budget's Operating module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Personnel Planning & Budgeting	Training in the use of Questica Budget's Personnel Planning & Budgeting module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Capital Module	Training in the use of Questica Budget's Capital module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Performance Measures	Training in Questica's Performance Measures module is delivered via a series of pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed.	In scope

| OpenBook | Training in Questica's OpenBook module is delivered via a series of pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed. | In scope |

Customizations

Custom Integrations, Business Rules (CBRs), Modifiers, User Interface

This SoW does not include the development of customizations. Customizations can be accommodated upon receipt and acceptance of a change order and will extend the implementation timeline.

Custom Reports and Report Entities

This SoW does not include the development of custom reports or report entities. Custom reporting can be accommodated upon receipt and acceptance of a change order.

Change Orders

Any changes to the agreed scope, including changes requested by The Customer within the warranty period of customizations, shall be the subject of a new change order and the work to be carried out thereunder shall be separately estimated, agreed, and billed. Questica and The Customer must draw up an agreement of design detail and cost estimate before Questica undertakes any customizations.

The work shall be billed on a time and materials basis at the contracted rate in effect at the time of estimation. Should The Customer require a more detailed design and estimate, this can be prepared, however the investigation will be billable as the design of customizations is a significant part of the work.

Warranty

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

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT