STATEMENT OF WORK

Hansen-City of Columbus

Statement of Work for Hansen CIS, previously Banner Services

CONFIDENTIALITY AND COPYRIGHT NOTICE

Contents

1 INTRODUCTION

This Statement of Work ("SOW") for The City of Columbus ("Client") outlines the respective obligations of the Parties for services to be provided by Hansen Banner, LLC ("Hansen") as described in this SOW (the "Services") and is subject to the Software License and Services Agreement dated September 29, 1994, between Columbus and Hansen (the "Agreement").

2 OVERVIEW

The purpose of this SOW is to define the option for Columbus to purchase Hansen Professional as further described in Scope of Work Section 3 (the "Services").

The objective of this SOW is to define the option and process for procuring professional services related to Hansen CIS (formerly BannerCX).

For greater certainty, the items mentioned in this Section 2 (Overview) are general objectives and are not intended to form part of the deliverables or be binding. The scope, commitments and requirements hereunder are as detailed in Section 3 (Scope of Work).

3 SCOPE OF WORK

Upon mutual agreement of the parties and execution of a Task Order, Hansen will perform professional services for Columbus.

For purposes of this SOW, a Task Order shall be the means for scheduling professional services projects. The Task Order shall include the scope of the project, exclusions, assumptions, dependencies, fees and other information necessary to perform the Professional Services.

Professional Services may consist of:
- Providing project management, professional, functional, and technical services for projects
- Troubleshooting
- Customizations and software development

In the event of conflict between a Task Order and this SOW, the Task Order shall prevail.

4 ASSUMPTIONS, DEPENDENCIES

In addition to any other assumptions, dependencies, or risks listed in this SOW, Columbus agrees that the following are either: assumptions made by Hansen, or dependencies required to be fulfilled by Columbus, both of which are required for Hansen to perform the SOW Services; or risks. Columbus further agrees that if: (i) any assumptions are not correct, (ii) any dependencies are not met by Columbus, or (iii) any risks materialize, as applicable, then Hansen's delivery of the SOW Services will be impacted and Hansen shall: (a) assess the impact on the SOW Services, costs, resources and/or timelines via a PCR; or (b) be relieved of any commitments to perform the SOW Services as schedule or detailed herein.

4.1 Assumptions and Dependencies

- Client agrees to cooperate with Hansen, provide Hansen with any information in a timely manner, and assist Hansen, as reasonably necessary or desirable from time to time, to perform the SOW Services.
- Client will identify the resources or subject matter experts ("**SME(s)**") needed to meet its responsibilities within the timelines of this SOW. All Columbus personnel working with Hansen under this SOW shall be SMEs that are professional, skilled, and knowledgeable in Client requirements and processes so as to allow Hansen to provide the SOW Services in an efficient manner.
- Client will ensure that its SMEs assigned to work on this SOW will have the authority to make decisions on project priorities and requirements and will be responsible for signing off on the Acceptance of Deliverables (as defined below).
- Client is responsible for executing and preserving its business objectives and for setting the priorities for this SOW.
- Hansen personnel will only work on Hansen products and will not be requested to work on any other tool including third party software.

- Client will provide Hansen with reasonable access to its SMEs and any third-party vendors for any requirements gathering, configuration, customization, and deployment services applicable under this SOW.
- Client will provide test environments where Hansen team can connect all necessary systems.
- All services will be performed remotely unless stated otherwise in the applicable Task Order.

5   ACCEPTANCE OF DELIVERABLES

Unless stated otherwise in the applicable Task Order, Milestone Deliverables, which are subject to acceptance shall be accepted as follows depending on the deliverables' acceptance type:

Document Acceptance

For document deliverables the following process will apply:

- The document is provided in clear English language and will provide the relevant technical or business terms, symbols, calculations, graphs, and other necessary terminology for the audience reasonably expected to evaluate the document.

- The document is in a format agreed between the parties.

- For a document deliverable requiring acceptance, Client shall have 5 business days (or other time period as agreed by the parties in writing) from receipt of Deliverables to determine whether they are acceptable.

- If Client decides that the deliverable is not acceptable, Client shall provide Hansen with written reasons for doing so, including any specific corrections needed within this 5-business day period;

- In response, Hansen will promptly (but in any case, within 10 business days, or other period as agreed in writing to modify the deliverable Client (provided that such correction is consistent with the SOW)) and resubmit it to Client;

- Client shall have an additional five (5) business days (or other time period as agreed by the parties in writing) from receipt of the resubmitted deliverable to determine whether it is accepted;

- This procedure shall be repeated until deliverable is accepted by Client.

- In the event that Client does not provide Hansen with written acceptance or notice that it is not acceptable within the 5-business day time allotted (or other time period as agreed by the parties), the Deliverables will be deemed accepted.

Software Acceptance

For software deliverables, the following process will apply:

- Hansen will undertake its own testing of the software deliverable prior to release to the Client, to confirm that it complies with the agreed functional requirements.

- The software deliverable performs to the defined criteria as documented and agreed between the parties.

- The software deliverable has no defects.

- User Acceptance Testing ("UAT") has been completed successfully. Note that the Client must perform UAT for each software deliverable released to it by Hansen, and must, within 30 days of such release, notify Hansen in writing whether the relevant deliverable is accepted or rejected, unless the parties otherwise agree in writing for a longer acceptance period. Where the software deliverable has failed UAT, Client must notify Hansen in writing of such failure, and provide details of the failure sufficient enough for Hansen to remedy that failure. Where Columbus does not provide notice of either acceptance or failure within 30 days of delivery of the software deliverable, then that deliverable is deemed accepted.

6 TERM OF SOW

This SOW shall commence on the "SOW Effective Date" and shall continue for a one year period (the "**SOW Term**"). Client shall have the option to renew the SOW. Any changes to the SOW Term shall be agreed to by the parties via a PCR.

7 FEES AND PAYMENTS

7.1 Fees and Payment Terms

All fees in this SOW are in US Dollars. Projects will be completed on a time and basis as estimated in the applicable Task Order. The Not to Exceed value of this SOW is $500,000 (NTE). The total value of each individual Task Order shall be combined to calculate the SOW total Columbus shall be responsible for paying Hansen the following fees (the "**Fees**"):

Payment Terms

The Fees shall be due and payable by Columbus, and Columbus shall be required to pay Hansen the Fees, within thirty (30) days of the date of Hansen's invoice to Columbus.

8 PURCHASE ORDER

In the event that Client requires a purchase order to facilitate payment of Fees and Expenses to Hansen, Client agrees to immediately issue a purchase order upon signature of this SOW.

9 CHANGE REQUESTS

The parties may agree to amend this SOW or a Task Order by executing a project change request ("**PCR**"). The PCR must describe the change, the rationale for the change and the effect the change will have on this SOW, including without limitation, the impact on the SOW Services and Deliverables, assumptions/dependencies/risks, timelines, and/or increase in professional services days or fees payable by Client under this SOW. A PCR must be signed by authorized representatives of Hansen and the Columbus to authorize implementation of the change. Until a change is agreed:

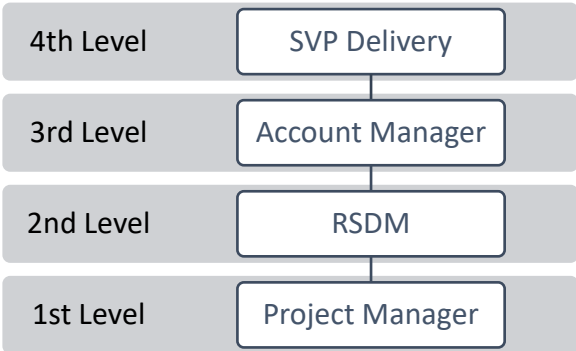The following are examples of when a PCR shall be required:

- a change in the Task Order Services;
- if the Services extend past the end of the SOW Term;
- additional Hansen personnel required;
- delays caused by Columbus or third parties not under Hansen's control; and
- Client's failure to meet a dependency or an assumption that proves to be incorrect.
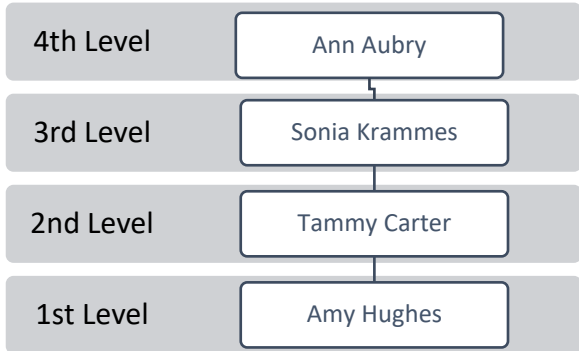
10 ESCALATIONS

Any dispute or issue related to this SOW shall follow the following escalation path with the individuals set out in the diagrams below, or such other individuals as either party may from time to time designate. Notwithstanding the foregoing, the parties reserve all rights and remedies they may have under the Agreement.

For issues pertaining to the <u>project execution</u>, the following escalation path shall apply:

Hansen

4th Level	SVP Delivery
3rd Level	Account Manager
2nd Level	RSDM
1st Level	Project Manager

Columbus

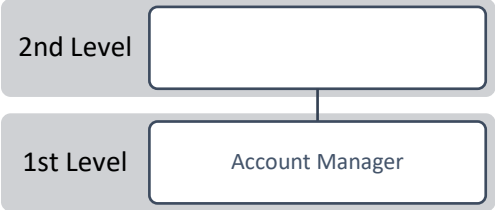|	
4th Level	Ann Aubry
3rd Level	Sonia Krammes
2nd Level	Tammy Carter
1st Level	Amy Hughes

For issues pertaining to the commercial and contractual arrangements, the following escalation path shall apply:

Hansen   Columbus

2nd Level		2nd Level	Smita Tripathy
1st Level	Account Manager	1st Level	Sonia Krammes

11 ADDITIONAL TERMS AND CONDITIONS

11.1 Subcontractors

Columbus acknowledges that Hansen may, at Hansen's discretion, use subcontractors in the provision of all or any portion of the SOW Services and Hansen's obligations hereunder. Hansen agrees that: (a) all such subcontractors will have the requisite skill, training, expertise, knowledge and experience to perform the SOW Services; and (b) Hansen shall be responsible for all acts and omissions of its subcontractors to the same extent as those of its employees.

Counterparts

This SOW may be executed in counterparts. Each counterpart will be deemed an original, but all counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this SOW to be duly executed as of the SOW Effective Date.

HANSEN BANNER, LLC   CITY OF COLUMBUS

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____