

**City of Columbus – Department of
Technology**

Axway Mobile Application

Statement of Work

Time & Materials

November 15, 2018

Customer:	City of Columbus – Department of Technology (“Customer”)	Effective Date:	March 31, 2019
Address:	1111 East Broad Street Columbus, OH 43205	Termination Date:	March 30, 2020
Customer Contact:	Nicole Woodward	Axway Contact:	Lindsey Rahaeuser
Phone:	614-645-0786	Phone:	480-627-1261
Email:	NRWoodward@columbus.gov	Email:	lrahaeuser@axway.com

This Statement of Work shall be governed exclusively as issued pursuant to Axway Appcelerator Platform terms of use located at http://www.appcelerator.com.s3.amazonaws.com/pdf/enterprise_ordering_agreement.pdf (the “Terms”) which is expressly incorporated by reference, the “Agreement”. In the event of a conflict in terms between the Agreement and this Statement of Work, the terms of this Statement of Work will govern. Any reference to terms other than those contained herein (whether contained or referenced in Customer’s purchase order or any other prior statement or document) shall not be applicable to this Statement of Work.

DESCRIPTION OF SERVICES

1. Introduction: This time and materials Statement of Work (SOW) is to provide the City of Columbus – Department of Technology with the services described below (“Services”). Axway will provide oversight during this engagement, as the primary, leveraging one of our preferred partners to deliver the technical services. Customer acknowledges and agrees that the services hereunder may be performed by an Axway partner.

2. Scope of Work: Axway and/or its partner shall perform the following Services as part of this SOW:

a. Consulting Services – Remediation and Enhancement Services

Great mobile apps continue to grow and evolve in response to testing and real-world usage statistics. To that end, we will leverage the below approach to ensure the app continues to see yearly, quarterly, monthly, bi-weekly or weekly updates.

This work covers all advisory, ideation, design, UI/UX, development, testing, and architecture tasks.

The team is responsible for working with the app product owner(s) on an ongoing basis, working together on ideation sessions, continuing to prioritize the backlog of work to be performed, and then defining work sprints to deliver this work over a pre-defined and approved timeframe.

Below is the Work that can be performed:

- Ongoing Defect Remediation
 - Defect Fixes as part of validation and QA; issues logged in FreshDesk ticketing system and email escalations.
 - Regression and Smoke Testing on New Builds
 - IBM Security on Demand Scan Analysis for penetration and vulnerability testing and defect Remediation. This process should occur for every major release as well as when the team is making material changes to items that could affect the security profile.
 - Creation and addition of new UI assets due to new OS Resolution sizes due to new OSes and new Devices
 - Update to latest Appcelerator SDKs to ensure latest OS Support
 - Update to latest Titanium SDKs to ensure latest OS Support
 - Target Mobile OS (TBD) Release fixes
 - Complete App Integration Testing (QA Handoff)

- Support client QA and UAT remediation's
- Ensure Functional Test scripts are kept up to date
- Participate in project management and cross-team technical triage meetings
- Develop and test front end portion of authentication implementation
- Ideation and App Enhancements
 - Maintain the product functional backlog, participate in the prioritization & execution of app enhancements per the identified schedule by client.
 - Facilitate short app ideation sessions with product owners, executives, etc.
 - Define user stories for the backlog from the ideation sessions, user feedback, etc.
 - Prioritize backlog against overall business objectives for client – align releases to other internal software & communication initiatives to ensure a coherent app experience.
 - Create sprints of work based on the prioritized backlog via a Kanban sprint structure.
 - Provide associated work estimations for planned work to client and obtain prior approval of sprint work
 - Provide the updated design UI & UX and design assets required to support the new functionality
 - Develop and deliver the updated application, including architecture, screen, updated data manager and integration components
 - Perform regression and smoke testing on new builds
 - Create or update functional test script updates for the new functionality
 - Work with the support team to move approved bids through the release plan to get them into the app store(s)
 - App Deployment to iTunes and Google Play app stores including:
 - Renewal of iOS Collateral (P12 and Provisioning Profile) before annual expiration
 - Tweaks to App Description, Version Update, and App Details for AppStore submission
 - Produce Build Checklist, App Code review by App Architect and Build generation and Publish - multiple environments
 - App Validation and Connectivity Check in Production

3. Mobile App Steady State Production Support

This package will provide Tier 2 mobile support for the Android and iOS app.

During this period, the Axway partner team will:

- Produce Monthly Report of bucket of hour burndown
- Proactively Test Apps on Key New Hardware Releases – all platforms
- Proactively Test Apps on New OS Beta Releases – all platforms
- Triage Support Tickets Raised from City of Columbus
- Provide Tier 2 Support Team that knows the app and environment

a. Service Level Agreement

The SLAs for support and associated tiers are as follows:

- 90% of all reported incidents to Axway partner must meet the below SLA targets.
- *Target 1:* A reported incident to Axway partner will receive an acknowledgement and assigned a ticket number within one hour (within standard support hours).
- *Target 2:* Within 2 US Business Days of an incident being reported to Axway partner we will determine whether an issue will either be resolved with no application code change being required; in which case, a proposed resolution will be communicated back to City of Columbus. Or an incident will be classified as an Enhancement or Defect and information regarding a mutually agreed upon Release date will be communicated to City of Columbus.

- *Target 3:* An issue determined to be a Defect or Enhancement within the mobile application code will be resolved in a mutually agreed upon Release and provided to City of Columbus on that Release date.

b. Standard Support Hours

Full Support coverage 8 am - 6 pm EST, 5 days a week (Monday to Friday).

c. Priority Level

All Priority levels are subject to the targets described within the service Level Agreement.

- *LOW PRIORITY REQUEST*- These include incidents that are specific to an individual user and have minimal to moderate business impact or are questions raised regarding the mobile application.
- *HIGH PRIORITY REQUEST* - These include incidents that are either specific to an individual user and have a moderate to high business impact, or impact all users and have a minimal to high business impact. Priority will be given to High Priority requests over Low Priority requests.
- *CRITICAL PRIORITY REQUEST* - These include incidents that impact all users and have a critical business impact. These include but are not limited to outages, or Apple profile expirations.

d. Support Assumptions

- “Business Days” will refer to any day which is not a Saturday, Sunday or a public holiday in the United States of America.
- “Reported Incident” constitutes an incident sent to approved Support Channel.

4. City of Columbus Responsibilities

The City of Columbus shall be responsible for the following:

a. Environment Access & Availability

- The City of Columbus is responsible for ensuring the Axway partner development team has access to the tools and environments necessary to perform the duties in this SOW.
- The City of Columbus is responsible for ensuring the Axway partner support team has access to proper & production-consistent test data within all environments.

b. Provide a Project Leader to act as a single point of contact for Axway partner resources and client stakeholders

c. Ensure that appropriate City of Columbus resources will be available as required.

d. The City of Columbus maintains responsibility for all web services / back-end data related issues

5. Place of Performance: All work will be performed from Axway partner remote office locations.

6. Fees and Expenses:

Total estimated time and material fees excluding travel for Axway’s services as described herein are shown in the table below.

Axway will not exceed the values shown below without Customer’s written approval via a Change Request or new SOW.

Axway’s fees for the Services performed under this Statement of Work will be based on a time and expense basis based on the maximum hours and rates set forth in the following table:

Service Offering	Description	Quantity	Unit Cost	Amount
Remediation and Enhancement Services	T&M Consulting Service Package in Blocks of 300 Hours	3 Block(s)	\$150/Hr.	\$135,000.00

Service Offering	Description	Quantity	Unit Cost	Amount
Mobile App Steady State Production Support	Mobile App Support 12 Months. Charged Monthly per App	0 App/12 Mo	\$4800/Mo.	\$0.00
Total Estimated Fees for Deployment (excluding travel, if any)				\$135,000.00

7. Notes and Assumptions:

a. Invoices and Payment: Axway will invoice monthly in arrears for Services performed. Customer shall pay for all invoices within 30 days of the invoice date.

b. Rescheduling Services. The schedule for Services will be mutually determined based upon resource availability by Axway and Customer after full execution of the Statement of Work and receipt of any Purchase Orders required by Customer for paying invoices. Once scheduled, Customer may cancel scheduled Services with at least five (5) days' advanced written notice to Axway and upon reasonable notice in the event of circumstances beyond Customer's control. Failure to provide proper notice will result in a charge to Customer for the scheduled services or loss of prepaid credit for the Services along with travel and expenses (if invoiced separately).

c. Hiring of Personnel: Customer will not directly or indirectly solicit for employment, employ, consult with, or otherwise retain the services of any of the Axway employees, contractors, subcontractors or agents who are in any manner connected with the Services until one year after completion of the Services. If Customer hires any person in violation of this provision, Customer will immediately pay Axway as liquidated damages an amount equal to the hired person's total gross estimated earnings for the one year following the date of hiring.

d. Miscellaneous:

- Customer will cooperate with Axway and will provide safe and timely access to its premises and computer equipment, including remote access, adequate working space, facilities and any other services, personnel, information, tools (including licenses) or materials that Axway may reasonably require to perform the Services.
- Onsite Services will be performed during standard business hours Monday through Friday 8am to 5pm unless otherwise mutually agreed upon between Customer and Axway.
- All off-shift, weekend and holiday hours will be billed at time-and-a-half rates.
- Onsite professional services will be billed for a minimum of eight (8) hours per day per onsite Consultant.
- Customer will provide access to all hardware, software, licenses and personnel necessary to the engagement.
- Customer agrees to reimburse Axway for the actual and reasonable travel and living expenses of Axway personnel who perform work on-site at Customer facilities. Customer will not be billed for the time Axway consultants incur travelling to and from Customer facilities. If the project requires an Axway consultant to work at the Customer site for any continuous period longer than one week, the Axway consultant will have the option of returning home each weekend. Reasonable travel expenses are defined as: (i) Airfare, (ii) Other required transportation fares - trains, buses, etc., (iii) Rental Vehicle - intermediate size rental vehicle, (iv) Lodging - standard business class hotel (e.g. Marriott, Hilton, Radisson), (v) Meals and incidental expenses.
- All services and Deliverables are deemed accepted by Customer upon delivery.

e. Intellectual Property: "Intellectual Property" means all intellectual property rights ("IP"), including patents, trademarks, design rights, copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world. "Deliverables" means tangible work which Axway provides to Customer pursuant to this Statement of Work. Axway owns all IP developed pursuant to this Statement of Work except that each party retains its own pre-existing IP, and any enhancements, modifications, derivatives thereto or improvements thereof. Axway grants to Customer a perpetual, royalty-free and non-exclusive license to use and modify the Deliverables for its internal use only, subject to any other express supplemental license terms otherwise applicable to the Deliverable, and to make a reasonable number of copies of the Deliverables for internal use.

AGREED TO AND ACKNOWLEDGED BY:

AXWAY INC.

CITY OF COLUMBUS – DEPARTMENT OF TECHNOLOGY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____