



4.3 Customer Suite Migration

Phase 1

City of Columbus, Ohio

Statement of Work (SOW)

October 15, 2012 – V0

SOW Reference: SOW-VCS-US-120785

This Statement of Work (“SOW”) is effective as of _____, 2012 (“Effective Date”) by and between Ventyx Inc. as successor in interest to Indus International, Inc., located at 400 Perimeter Center Terrace, Suite 500, Atlanta, Georgia 30346, (“Ventyx”) and the City of Columbus, Ohio located at 910 Dublin Road, Columbus, Ohio, 43215 (“Client”).

This SOW is entered into under the Software License and Services Agreement between the Parties effective September 29, 1994, as amended (“Contract”). In the event of any conflict in the terms between this SOW and the Contract, the terms of this SOW shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Contract.

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1 INTRODUCTION AND OBJECTIVES

The City of Columbus is currently planning on migrating from their current production Customer Suite 4.1CIS system to Customer Suite Target Release version 4.3, including the Customer Web Access (CWA) and Archive-Purge modules This SOW documents the Services that Ventyx will provide to assist Client with phase one (1) of the migration. The assumptions, definitions, scope, and deliverables applicable to the Services to be provided are contained within this SOW.

2 DEFINITIONS

All capitalized terms used and not defined herein shall have the same meanings given them in the Contract.

(a) **“Baseline Component System”** has the meaning ascribed to such term in the Software License Agreement between the parties, and further, for purposes of this SOW, refers specifically to the Ventyx Customer Suite Customer Information System Component System (CIS) version 4.3.

(b) **“Change Request”** means any request for a change to this SOW as specified in Section 5 of this SOW.

(c) **“Customizations”** mean those modifications and/or interfaces made to the Baseline Component System. Also referred to as “Customization” or “Modification.”

(d) **“Cut-over”** means the period of time beginning with final migration and working towards production processing.

(e) **“Deliverable”** means the Services, documents and /or materials identified in Section 6 of this SOW.

(f) **“Target Release”** means the version of the Baseline Component System to which Client is migrating.

(g) **“Work Effort”** means the Services rendered by the team of Client and Ventyx as specified in this SOW.

(h) **“Third Party Software”** means binary versions of the computer software programs licensed to Ventyx from third parties and sublicensed to Client pursuant to the terms and conditions of a License Agreement.

(i) **“Development Environment”** means a Target Release version of the Customer Suite software to be used solely by Ventyx for Customer Suite development/testing efforts.

(j) **“Rule and Validation Environment”** means a Target Release version of the Customer Suite software to be used by Client and Ventyx for development and storage of the Rules and Validations (R&V) to be used in the new production environment. Also referred to as “R&V Environment”

(k) **“Factory Qualification Test”** means the independent testing of the migrated custom application software to verify the functionality performs as expected and can be made available for deployment and site integration testing. Also referred to as “FQT”

3 ASSUMPTIONS

The following assumptions have been made when producing this Statement of Work (SOW):

- This Statement of work should be considered as separate and exclusive from any other Statement of Work in place now or in the future for the Client. No Work Effort in this SOW is dependent on the completion of another SOW.
- Ventyx will utilize Client's TCP+ Maintenance Contract services to migrate Client's customizations to the Target Release, as outlined in SCT Software/Database Software Technical Currency Agreement effective September 29, 1994 as amended.
- Upon acceptance by both parties, Ventyx and Client shall each assign a representative to act as Project Manager for the appointing party through the final acceptance by Client.
- The Ventyx project manager will provide a single point of contact between Client and Ventyx with regard to scope, schedule, and resources assigned to accomplish the Ventyx services.
- Ventyx consultant(s) will work under the direction of a Ventyx Project Manager or designee.
- Client will provide functional and technical resources as needed throughout the life of the project that will serve as core team members, subject matter experts and project execution resources.
- Client will provide all data processing equipment and peripherals necessary to enable Ventyx to communicate with the applications remotely in order to provide off-site support.
- Client is responsible for having all hardware and third party application software, including Oracle application software available on site, installed and verified prior to Ventyx Customer Suite application installation.
- Client will facilitate remote connections for Ventyx resources for off-site connectivity for activities requiring remote access in a form that is mutually acceptable by the Client and Ventyx. Client will have the appropriate computer hardware and technical environment in place, and will provide all required access, prior to the Ventyx consultants commencing work.
- If work is to be performed at Client's facility, Client will provide adequate office facilities in close proximity to the designated members of the customer staff assigned to work with Ventyx on this project. Facilities for each consultant will include Internet access for accessing Ventyx intranet using Ventyx laptop computers.
- All Ventyx-led training will be conducted with an optimal class size of twelve (12) attendees and a moderate level of interaction. If there are additional attendees, an additional trainer will be allocated and utilized, pursuant to the Change Request provisions otherwise specified in this SOW.
- The Client will solely be responsible for the end user training component of the migration. The goal is to train the local trainers on the Baseline Component System and allow them to train the utility's end users. Client's training staff will be a part of the core team.
- Ventyx will assume responsibility for the installation and configuration of the first instance of the Target Release of the Baseline Component System; the initially installed Target Release of the Baseline Component System will be designated for use in subsequent Functional and Technical Differences Training. During this initial installation of the Target Release of the Baseline Component System, Ventyx will provide guidance and training to Client technical and Data Base Administrator (DBA) personnel on the process and work

steps involved in installing and configuring the Target Release of the Baseline Component System. Following installation and initial configuration of the Target Release of the Baseline Component System, Ventyx will create, from the initially installed instance, one (1) Rule and Validation instance and one (1) Development instance, providing guidance and training to Client technical and DBA personnel on the process and work steps involved. Following the completion of these tasks, Client technical and DBA personnel will be responsible for conducting and completing all subsequent Customer Suite software installations (e.g. Test, Production, etc.).

- Ventyx will assume responsibility for the initial test migration of the current Customer Suite production database to the Target Release documenting the work steps involved, creating the migration plan. Ventyx will then provide the migration plan as well as training and guidance of the migration work steps to Client technical or DBA personnel for practice execution. Following the completion of these tasks, Client technical and/or DBA personnel will be responsible for conducting and completing all subsequent Customer Suite migrations (mock go-lives, production go-live, etc.)
- Client will be solely responsible for the development and execution of Acceptance Testing test plans, test cases and other testing artifacts with support from Ventyx personnel. Requests for assistance in the Acceptance Testing will require Client to develop and execute a separate, additional Statement of Work pursuant to the Change Request provisions otherwise specified in this SOW.
- Project Management and Technical and Functional Support (“Project Oversight”) estimates are based on a user acceptance test period lasting no more than 30 business days. Any extension or delay of the User Acceptance Test phase, or requests for additional Project Oversight will require Client to develop and execute a separate, additional Statement of Work for any additional Project Management and/or Technical and Functional Support hours pursuant to the Change Request provisions otherwise specified in this SOW.
- All terms described as “estimated”, “anticipated”, “planned”, and the like, including without limitation, terms relating to estimated hours, planned start date, planned end date, and estimated duration, are included herein for budgetary and Ventyx resource scheduling purposes only.
- Ventyx’s delivery of the Services is dependent on; (i) Client’s timely and effective completion of the Client Responsibilities, (ii) the accuracy and completeness of the Assumptions, and (iii) timely decisions and approvals by Client’s management. Client will be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in, or delay in providing to Ventyx the Client Deliverables.
- This SOW is for professional services and expenses as related to phase 1 only. It does not include costs associated with obtaining licensed products from Ventyx, hardware costs, or third party software or services costs associated with the migration project.

4 SCOPE OF WORK

The Work Effort consists of the major activities as described below.

4.1 Project Initiation

Ventyx will prepare project documentation, work with the Client Project Manager to finalize the staffing plan, setup project accounting and reporting procedures, and conduct an onsite project kickoff review meeting with Client management and core team. The purpose of the review meeting is to communicate the project schedule, the migration strategy, and the roles and responsibilities of the participants for completing the Work Effort as defined in this SOW. The review meeting will also help to establish the project parameters and enables the parties to address concerns early in the project. The Ventyx Project Manager and the Client Project Manager will coordinate the review meeting. This phase of the project will culminate with the Project Kickoff meeting led by the Client Project Manager with participation from the Ventyx project team. Any material changes to scope, duration, or Work Effort, including any changes to cost, will be managed under the Change Request process as described in Section 5 of this SOW.

4.2 Base Product Upgrade Install

Ventyx will install the Baseline Component System of Customer Suite 4.3 and will provide installers and a Systems Engineer/Technical Lead to perform off-site and on-site installation and verification activities. Ventyx personnel, with Client's participation and assistance, will perform the initial installation on the Client's environment that has been designated for training in order to demonstrate the correct installation procedures. Ventyx will provide installation instructions and media for set up of the installation. After installation, Ventyx will verify the installation as operational for training, testing and functionality review.

This environment will be cloned by Ventyx to create two (2) additional environments specifically in regards to the migration efforts. The cloned environments will be used for 1) the development and storage of the Client's Rule and Validation data (R&V environment) and 2) the application and testing of migrated custom code as well as database changes unique to the Client's migration (development environment).

4.3 Technical Differences Training

Ventyx will administer one (1) hands-on technical training class lasting no more than five (5) business days on the technical aspects of the Target Release to a class size not to exceed twelve (12) attendees. This level of technical training is designed for individuals who will be technically responsible for the Baseline Component System during and after the migration period. Requests for additional training will be addressed pursuant to the Change Request provisions otherwise specified in this SOW.

4.4 Functional Differences Training

Ventyx will administer one (1) hands-on Functional Training class lasting no more than nine (9) business days to Client's core team with a class size not to exceed twelve (12) attendees. This training phase will focus on new functions and features provided by the baseline versions of Customer Suite since 4.1. Requests for additional training will be addressed pursuant to the Change Request provisions otherwise specified in this SOW.

4.5 Customization Migration Analysis Workshop

Ventyx will conduct a Customization Workshop, lasting no more than three (3) business days, with Client to analyze custom functionality, interfaces and database changes to be migrated to the Target Release. At the conclusion of the workshop, Ventyx personnel will create and deliver for review the Migration Assessment Document. The outcome of this analysis will be jointly reviewed by Client and Ventyx to determine the relevance of these customizations to the 4.3 release.

4.6 Customization Software Migration

Ventyx will migrate Client’s existing Customizations, identified as needing to be uplifted, in the Development Environment. Ventyx will perform coding and conduct unit testing, ensuring the conformity of the Customizations to the corresponding original design documents. Upon successful test completion, the Customizations will be deployed for verification testing by Ventyx personnel.

The table below includes a summary of all Customizations being uplifted by Ventyx which are included in the Scope of this SOW.

Customizations
Meter Read Interface
Payment Arrangements Coupons
Premise Balance Form
Service Order Close
Cash Remittance Interface
Service Order Print
Service Order Query
User defined fields
System Rules
MV-90 Interface

Alterations to the Customizations listed above, requests for functionality not in the exiting customizations or requests for additional Customization Workshop support will be addressed pursuant to the Change Request provisions otherwise specified in this SOW.

4.7 Test CIS Database Migration Execution and Training

Ventyx will deliver to Client a base set of CIS database migration scripts. Ventyx consultants will then modify and execute the (now custom) database migration scripts to migrate the database structure and Client data to the Target Release version in a test migration environment; thereby creating the Migration Plan (MP). Ventyx personnel will demonstrate the correct database migration procedures, lasting no more than three (3) days, by guiding the Client resource through the execution of the database migration procedures in a test migration environment.

Client personnel will maintain source control and management of database migration scripts to be used in processing all data migrations. After this initial test migration, Client, and not Ventyx, is responsible for all subsequent database migrations.

4.8 Product Configuration Analysis Workshop

Ventyx will conduct a configuration analysis workshop, lasting no more than four (4) days, to assist Client in performing a functional analysis of product areas requiring configuration, based on Client's business processes.

Ventyx will provide up to sixty (60) hours of remote functional consulting to assist Client in applying the specific configuration parameters to the R&V Environment derived from the business decisions made during Product Configuration Analysis Workshop. This consulting will consist of answering questions and providing advice as Client personnel apply rule and validation table changes and configuration parameters. Requests for additional consulting will be addressed pursuant to the Change Request provisions otherwise specified in this SOW.

4.9 Factory Qualification Test

Ventyx will perform Factory Qualification Test (FQT) testing using the Development Environment to confirm compatibility and completeness with regard to the migrated Customizations and to ensure the migrated Customizations are ready for delivery to Client. Ventyx personnel will create contrived test data (as needed), test each Customization alone and in concert with associated functionality and Customizations, and correct issues that preclude releasing the Customization(s) and software modifications for Client-instance installation and testing. Ventyx personnel will create a report of all open problems by severity level and their current status (e.g., Open, in test). This report will be delivered and reviewed with Client at the end of Factory Qualification Testing.

5 CHANGES TO THIS STATEMENT OF WORK

Request for changes to this SOW that will change the Work Effort must be reviewed and considered as a change, which will be managed as outlined in this section. The investigation and implementation of changes can result in modification to the estimated cost to the Client or other conditions specified in this SOW. The Ventyx Change Request procedure to be utilized is as follows:

- A Change Request is a formal statement of the change(s) being suggested to this SOW to document timeline, cost, and scope issues as well as any other related project issues, which may or may not be a change to the Work Effort (an example of a Change Request is provided in Attachment A).
- Either Ventyx or Client may initiate a change by submittal of a Change Request to the other party. The reasonable cost of investigating a Change Request submitted by the Client may be billable at the time and material rates upon mutual agreement of Ventyx and Client.
- The receiving party will have five (5) business days to agree to a Change Request. If both parties agree to a Change Request, the change will be documented and submitted for approval by the proper City of Columbus authorities. Upon approval by the City of Columbus, a purchase order certified by the City of Columbus Auditor's Office will be issued; the Change Request will become effective and can be signed by both parties. The Change Request will then become an

attachment to this SOW. If agreement does not occur, or approval is not granted by the City of Columbus, the Change Request will be deemed to have been rejected.

- The Change Request will be evaluated and approved for further action or rejected by the non-initiating party. Any approved Change Request must include an agreement as to any additional charges to the Client for the implementation of the Change Request (i.e. any charges not already specified in this SOW or which are different than those in this SOW will be denoted in the Change Request).
- Any additional Services performed by Ventyx as a result of a Change Request will be billed on a time and materials basis per the applicable rates as set forth in Section 9 of this SOW.
- In the event that a Change Request is rejected, neither the Client nor Ventyx will be obligated to perform the changes identified therein. Both parties agree to negotiate any Change Requests in good faith and not to unreasonably withhold, delay or condition consent to any Change Requests.

6 DELIVERABLES

All deliverables under this SOW will be provided in accordance with a Project Plan that will be governed by Ventyx’s standard methodologies and practices (i.e. task objectives/activities, deliverable document template formats, coding standards, and general practices/ procedures).

For the purpose of this SOW, electronic media will be MS Word or Adobe (pdf) for text and MS Project for Project Plans. The deliverables are discussed in detail in the tables that follow.

Deliverable Number	1.
Deliverable Name	Detailed Project Plan
Purpose	To provide the Client PM and Ventyx PM agreed upon detailed information in support of the delivery of the elements in the SOW.
Contents	A detailed task list including schedules, and resource assignments.
Responsibility	Ventyx
Participants/Roles	Ventyx Project Manager, Client Project Manager
Deliverable Format	MS Project
Completion Criteria	When delivered to Client. Updates shall be provided to correspond with the approval of any Change Request, and further updates shall be provided upon reasonable request by the Client during any period in which the project is at least one month behind schedule

Deliverable Number	2.
Deliverable Name	Monthly Activity Status Reports
Purpose	To provide clear on-going communications to any and all interested parties concerning the status of the project, the Ventyx Project Manager will prepare a formal monthly activity report and provide informal

	weekly status updates.
Content	Ongoing communication between the Project Managers will help to ensure that any variances to the Project Plan are identified and addressed in a timely manner. The reports will contain sufficiently detailed information to enable Client to determine the status of the Project and any variance from the Project Plan.
Responsibility	Ventyx
Participants/Roles	Ventyx will provide the information to the Client Project Manager
Deliverable Format	Electronic media format.
Completion Criteria	Electronic media format and will be delivered/transmitted by the close of business on Friday of each month.

Deliverable Number	3.
Deliverable Name	Technical Differences Training
Purpose	To provide technical training on the features of the Baseline Component System to appropriate personnel designated by Client.
Content	Classroom setting consisting of lecture and hands-on practice training as described in Section 4.3 of this SOW.
Responsibility	Ventyx
Participants/Roles	Ventyx Technical Consultant, Client Technical Team
Deliverable Format	Onsite Classroom setting consisting of lecture and hands-on practice training as described in Section 4.3 of this SOW.
Completion Criteria	When the training as described in Section 4.3 of this SOW has been delivered.

Deliverable Number	4.
Deliverable Name	Functional Differences Training
Purpose	To provide functional training on the new features of the Baseline Component System.
Content	Classroom setting consisting of lecture and hands-on practice training as described in Section 4.4 of this SOW.
Responsibility	Ventyx
Participants/Roles	Ventyx Functional Consultant, Client Core Team
Deliverable Format	Onsite Classroom setting consisting of lecture and hands-on practice training as described in Section 4.4 of this SOW.
Completion Criteria	When the training as described in Section 4.4 of this SOW has been delivered.

Deliverable Number	5.
Deliverable Name	Customization Migration Analysis Workshop
Purpose	Ventyx will review Client's current customizations and perform an analysis on the impact of these customizations as they relate to the Customer Suite 4.3, as described in Section 4.6 of this SOW.
Content	Ventyx personnel will jointly review with the Client to determine the applicability of these customizations to the 4.3 release.
Responsibility	Client, Ventyx
Participants/Roles	Ventyx Functional Consultant, Client Core Team
Deliverable Format	Collaboration with Client Functional and Technical Personnel
Completion Criteria	When the workshop as described in Section 4.5 of this SOW has been delivered.

Deliverable Number	6.
Deliverable Name	Custom Software Migration
Purpose	Ventyx will migrate Client's Customizations to the 4.3 release as described in Section 4.6.
Content	Migrated source with Client customizations
Responsibility	Ventyx
Participants/Roles	Ventyx developer, Ventyx consultants
Deliverable Format	Custom source code in electronic format to Development Environment for Ventyx development and testing use.
Completion Criteria	When the customizations as described in Section 4.6 of this SOW have been migrated.

Deliverable Number	7.
Deliverable Name	Product Configuration Analysis Workshop
Purpose	To assist the Client in performing an analysis of product areas requiring configuration based on the Client's business processes.
Content	Ventyx personnel will assist Client in determining configuration changes or new functionality configuration that will be required or desired for the Target Release.
Responsibility	Client, Ventyx
Participants/Roles	Ventyx Functional Consultants, Client Functional Personnel, Client Technical Personnel
Deliverable Format	Onsite collaboration with Client Functional and Technical Personnel
Completion Criteria	When the workshop as described in Section 4.9 of this SOW has been delivered.

Deliverable Number	8.
Deliverable Name	Product Configuration Consulting
Purpose	To assist the Client with applying configuration parameters for re-configured or new functionality to the Target Release.
Content	Ventyx personnel will answer questions and provide advice as the Client personnel apply rule and validation table changes and configuration parameters, and as described in Section 4.9 of this SOW.
Responsibility	Client, Ventyx
Participants/Roles	Ventyx Functional Consultants, Client Functional Personnel, Client Technical Personnel
Deliverable Format	Collaboration with Client Functional and Technical Personnel
Completion Criteria	When the Product Configuration Consulting as described in Section 4.9 has been delivered.

Deliverable Number	9.
Deliverable Name	Test Database Migration Execution and Training
Purpose	To demonstrate the correct database migration procedures by guiding the Client through the execution of the database migration procedures in a test environment.
Content	Client personnel, with Ventyx's assistance, execute the database migration scripts to upgrade the database structure and Client data to the Target Release version (4.3) on a test database as described in Section 4.8 of this SOW.
Responsibility	Ventyx
Participants/Roles	Ventyx Systems Engineer/Technical Lead, Client Technical Personnel
Deliverable Format	Onsite collaboration with Client Technical Personnel
Completion Criteria	When the Data Migration scripts are executed and demonstrated as described in Section 4.8 of this SOW.

Deliverable Number	10.
Deliverable Name	Factory Qualification Test Report
Purpose	To provide Ventyx testing of the migrated Custom software to verify the functionality performs as expected and is ready for Site Integration testing.
Content	The FQT report is a list of all open problems by severity level and their current status (e.g., Open, in test) verifying that the Baseline Component System with Customizations. This report will be

	delivered and reviewed with Client at the end of Factory Qualification Testing of the Customizations as described in Section 4.9 of this SOW.
Responsibility	Ventyx
Participants/Roles	Ventyx Functional Consultants/Technical Lead/Developers
Deliverable Format	Electronic Media
Completion Criteria	When Customer Suite application with upgraded custom software has been tested and is available for packaging and delivery and report has been delivered.

7 CLIENT RESPONSIBILITIES

In addition to the responsibilities outlined in Section 3 and 4 of this SOW, Client will deliver the following items to support the activities for this SOW;

- Provide a Project Manager for escalating contract issues and managing Client resources. The Client Project Manager will:
 - Assume responsibility for the overall project management and achievement of the business objectives guiding this project, of which the Ventyx Services specified in this SOW are a part.
 - Have the authority and responsibility, subject to the terms of the PSA and applicable law, to commit Client resources, to negotiate additional Statement of Works to support the project, to act on behalf of Client for all matters pertaining to the management of Client's effort required for support of the project, and to work jointly with the Ventyx Project Manager throughout the project implementation.
 - Provide day-to-day direction to all members of the Client project team.
 - Render written decisions within five (5) business days of receipt of a written request (other than a Statement of Work) from Ventyx.
 - Participate in management meetings/conference calls for review, status, and issue management and coordination.
 - Ensure appropriate Client personnel are available to review the Ventyx deliverables in a timely manner.
 - Administering project Change Requests in accordance with the Ventyx Change Request procedures.
 - Reviewing Change Requests with Ventyx to help determine the impact of the request. Authorize the Change Request if approved.
- Providing adequate and reasonable facilities containing dedicated workspace with internet access for Ventyx personnel working onsite.
- Providing remote and on-site access to the baseline, development, and training instances as required by Ventyx. For remote access this will require the setup and maintenance of multiple concurrent broadband sessions with a flexible security access plan mutually agreed upon by the Client and Ventyx.

- Informing the Ventyx Project Manager or Sales Executive of any issues arising from the engagement of Ventyx resources, communications with Ventyx or other activity that it perceives as problematic within three (3) business days of such occurrence. The Ventyx Project Manager or Sales Executive will actively engage Ventyx management in the prompt and timely resolution of any such issue on behalf of the Client.
- Having all hardware and third party application software, including Oracle application software available on site, installed and verified prior to Ventyx Customer Suite application installation.

8 VERIFICATION CRITERIA

8.1 Verification

The verification criteria set forth in this section will apply and govern with respect to each Deliverable identified in Section 6 above in which verification thereof is required by its terms. Ventyx will notify the Client when each Deliverable has been completed. The Client will inform Ventyx in writing within ten (10) business days following Ventyx's notification to Client, if the Client believes Ventyx has not satisfied the Completion Criteria set forth in Section 6 above with respect to such item. To the extent that the Client rejects a Deliverable, it must specify the reasons for such assertion, providing there is a sufficient level of detail. Such reasons must be based specifically on Ventyx's failure to satisfy the requirements set forth in this SOW and, particularly, the descriptions set forth in Section 6 above.

If Ventyx does not receive notice within the 10-day period specified above, all obligations of Ventyx as outlined in Section 6, "Deliverables" regarding the Deliverable in question (except ongoing warranty obligations) will be deemed satisfied and the Deliverable will be deemed accepted. Should an extension to the ten (10) business days referenced above be required due to the nature of the Deliverable, such extension will be determined mutually by the Ventyx and Client Project Managers.

8.2 Remedy

Following a notice to Ventyx during the 10-day period described above that a Deliverable fails to meet the governing completion criteria, then, Ventyx will be obligated to remedy the identified deficiency and provide a Deliverable which meets its governing completion criteria described in Section 6. Following the re-delivery by Ventyx of the remedied Deliverable, then the Client will again be provided the 10-day period to verify the originally documented deficiencies, as applicable and the provisions of Section 8.1 above will control the verification thereof.

9 CHARGES

The following commercial terms for this SOW will apply. All fees presented in this SOW are expressed in USD unless stated otherwise.

9.1 Professional Services Fees

Ventyx will provide the Services in this Statement of Work on a fixed fee basis for an amount of **\$236,000 USD**, inclusive of expenses (~\$36,000.00) and exclusive of any applicable taxes.

Ventyx will invoice Client for the Deliverables in accordance with the schedule at the completion of the payment milestones listed in the table that follows. Client shall pay the full amount of the invoice upon receipt of each invoice. If any Deliverable for a milestone is broken into phases or split up, the Ventyx and the Client Project Managers will mutually agree to a more detailed payment schedule within the Payment Milestone based on the deliverable breakdown.

The Ventyx project manager will work with the Client project manager to determine the project need of each Ventyx resource trip to Client site. The Ventyx project manager will authorize each trip at their discretion so long as the Ventyx project manager agrees that such travel arrangements do not adversely impact the delivery of the Services.

9.2 Payment Schedule/Milestones

Payment Milestone / Provided Service	Cost	Payment Date
I. Detailed Project Plan (Deliverable 1)	\$47,000	Payable upon completion of the Completion Criteria set forth in Section 6, Deliverable 1.
II. Differences Training (Deliverables 2,3 & 4)	\$71,000	Payable upon completion of the Completion Criteria set forth in Section 6, Deliverable 4.
III. Test Database Migration Execution and Training (Deliverable 5, 6,7 8, & 9)	\$47,000	Payable upon completion of the Completion Criteria set forth in Section 6, Deliverable 9.
IV. Factory Qualification Test Report (Deliverable 10)	\$71,000	Payable upon completion of the Completion Criteria set forth in Section 6, Deliverable 10.
Total Fixed Price Services Cost	\$236,000	

9.3 Other

If additional work is required beyond the work described in this SOW, Change Request procedures otherwise specified in this SOW will be utilized to manage the required changes and determine the additional charges (if any) and associated time frames requested for those additions/changes.

This additional work will be billed monthly as incurred on a time and material basis using the rates outlined below, unless otherwise specified in the executed Change Request agreement. The time and materials rates listed below are effective until the completion of the Services set forth in this SOW. Thereafter, Ventyx's then-current rates will apply.

Resource Hourly Rate	
Resource Name	Hourly Rate
Project Manager	\$200
Principal Consultant	\$225
Technical Consultant	\$175
Functional Consultant	\$175
Developer	\$175
Travel Time	\$100
Training	\$2500/Day*

* Includes baseline instructor preparation, instruction materials, and instruction

9.4 Payment terms

Ventyx will invoice Client in accordance with the payment and milestone schedule herein. Invoices are due upon receipt and are payable within thirty (30) calendar days after the date of each invoice.

9.5 Cancellation of SOW

Notwithstanding any term or condition herein nor any term or condition in the Contract to the contrary concerning termination, Customer may cancel this SOW at any time by giving Ventyx sixty (60) days' prior written notice. In the event of such cancellation, Customer shall be responsible for the payment of fees associated with all completed Milestones and a percentage of the fees associated with incomplete milestones as determined by Ventyx (based on latest updated project schedule) as of the date of cancellation, as well as any expenses incurred as of the date of cancellation (including any committed expenses which Ventyx cannot cancel). Such payment shall be made by Customer on or prior to the date of cancellation.

10 TERMS

10.1 Ownership

The parties acknowledge and agree that: (a) Ventyx owns all right, title and interest in and to all Ventyx Confidential Information (and the media containing such Confidential Information) including, without limitation, the Work Product and all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto; and (b) Client owns all right, title and interest in and to all of Client's Confidential Information (and the media containing such Confidential Information) including, without limitation, the patent, trademark, copyright, trade secret, and other intellectual property rights related thereto. Work Product means any expression of Ventyx's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, designs, programs, software, enhancements, modifications, interfaces, source code, object code, deliverables and other technical information. All Work Product, and all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto, is the property of Ventyx and is licensed

nonexclusively to Client, at no additional license fee, pursuant to the terms of the license for software contained in a License Agreement between the parties and subject to the terms of this Agreement. To the extent Client acquires any rights in the Work Product Client hereby assigns such rights to Ventyx. Client shall give Ventyx all reasonable assistance and execute all documents necessary to assist or enable Ventyx to perfect, preserve, register and/or record such assignment and Ventyx' rights in any Work Product.

10.2 Limited Warranty

Services Limited Warranty. Ventyx warrants that the Services will be performed in a workmanlike manner consistent with generally accepted industry standards and in compliance with the applicable SOW (the "Services Warranty" and together with the Software Warranty, the "Ventyx Limited Warranties"). Written Notice of any claim under the Services Warranty must be made within thirty (30) calendar days of completion of the Services which Customer alleges were not performed consistent with the Services Warranty.

Ventyx's sole obligation under the Services Warranty shall be to re-perform the Services which were not as warranted.

TO THE EXTENT PERMITTED BY LAW, THIS SECTION SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE VENTYX LIMITED WARRANTIES.

Limitations. The Ventyx Limited Warranties shall not apply: (a) to any customizations or modifications; (b) if the Licensed Software is not used on the Equipment, or in accordance with the Documentation or this Agreement; (c) if the Services or Licensed Software has been installed, implemented, customized, modified, enhanced or altered by Customer or any third party; (d) if Customer is not using the most recent version of the Licensed Software and the Documented Defect has been remedied in the newer version; (e) to any error or defect caused by Customer, any third party, or any third-party software, or Force Majeure; (f) to any error or defect arising as a result of drawings, designs or specifications provided by Customer; (g) to any additional user, server or instance licenses of Licensed Software for which the Software Warranty has already expired; or (h) to any Updates.

DISCLAIMER. EXCEPT AS OTHERWISE PROVIDED HEREIN, VENTYX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE VENTYX SOFTWARE, OR ANY MAINTENANCE OR SERVICES PROVIDED BY VENTYX INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND VENTYX EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. VENTYX DOES NOT WARRANT THAT: (a) THE VENTYX SOFTWARE WILL OPERATE UNINTERRUPTED; (b) ALL VENTYX SOFTWARE ERRORS CAN BE CORRECTED; (c) THE APPLICATIONS CONTAINED IN THE VENTYX SOFTWARE ARE DESIGNED TO MEET ALL OF CUSTOMER'S BUSINESS REQUIREMENTS; OR (d) THE INFORMATION OR DATA PROVIDED BY VENTYX IS ACCURATE OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT IT HAS ASSESSED FOR ITSELF THE SUITABILITY OF THE LICENSED SOFTWARE FOR ITS REQUIREMENTS.

DATA SERVICES DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT FOR SERVICES COMPRISED OF DATA, INFORMATION, ANALYSES, OR MODELS, VENTYX OBTAINS ITS DATA FROM THIRD PARTY SOURCES, WHICH MAY OR MAY NOT BE COMPLETELY THOROUGH AND ACCURATE, AND THAT CUSTOMER SHALL NOT RELY ON VENTYX FOR THE ACCURACY OR COMPLETENESS OF INFORMATION SUPPLIED THROUGH SUCH SERVICES. CUSTOMER ACCEPTS ALL SUCH INFORMATION ON AN "AS IS" "AS AVAILABLE" BASIS.

10.3 Limitation of Liability Cap

UNDER NO CIRCUMSTANCES SHALL VENTYX BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID BY CLIENT TO VENTYX HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY.

10.4 Insurance

Ventyx shall maintain, during the performance of Services under this contract, the following insurance: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with a limit of \$1,000,000 per occurrence; and (c) general liability insurance, which insurance shall include bodily injury, personal injury, property damage, contractual liability and completed operations/products liability coverage, and shall be written on an occurrence basis with a combined single limit of \$1,000,000 per occurrence and in the aggregate. Client shall be provided additional insured status under the general liability insurance required hereunder, to the extent of Ventyx's obligations as set forth in the indemnification clause of this contract, and such general liability insurance shall be primary to any insurance which Client maintains, but only to the extent of Client's additional insured status hereunder. The insurance required to be maintained by Ventyx hereunder shall include a waiver of subrogation in favor of Client. Insurance maintained by Client shall likewise include a waiver of subrogation in favor of Ventyx, its parents, subsidiaries, affiliates and associated companies, as well as each of their respective directors, officers and employees. Upon the written request of Client, Ventyx shall provide Client with a certificate of insurance evidencing the insurance required hereunder.

10.5 PERFORMANCE BOND

Section 12 of the Contract does not apply to this SOW.

11 SIGNATURE OF ACCEPTANCE

Pricing is subject to change at Ventyx's sole discretion if not accepted by Client and returned to Ventyx on or before December 14, 2012.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives.

City of Columbus, Ohio

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

Ventyx Inc.

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

To indicate approval, please return a signed PDF version of the entire PSO SOW via email or fax to:

*Tencia DeLuxe, tencia.deluxe@ventyx.abb.com
Fax +1-770-206-2279*

Attachement A – Sample “Change Request” Document

Ventyx Change Request Form

Part I—Change Request Information		
Project Name:	Approval for investigation at T&M rates: Ventyx PM: _____ City PM: _____ Client Reference #: _____	
Date Requested:	Requester:	<input type="checkbox"/> Custom Base <input type="checkbox"/>
Project Phase / Reference Document #: <ul style="list-style-type: none"> <input type="checkbox"/> Scope _____ <input type="checkbox"/> Project Definition _____ <input type="checkbox"/> Functional Design _____ <input type="checkbox"/> Technical Design _____ <input type="checkbox"/> Construction _____ <input type="checkbox"/> Testing/QA _____ <input type="checkbox"/> ESS _____ 		Basis for Change: <ul style="list-style-type: none"> <input type="checkbox"/> Scope <input type="checkbox"/> Resource Allocation <input type="checkbox"/> System Environment <input type="checkbox"/> Subsystem Interface <input type="checkbox"/> Procedure/Policy <input type="checkbox"/> Resolution of Issues <input type="checkbox"/> Project Assumptions <input type="checkbox"/> Regulatory Requirements
Description/ Justification:		
Part II—Approvals		
<input type="checkbox"/> Approve <input type="checkbox"/> Cancel <input type="checkbox"/> Defer		
Client Signature	Date	
Ventyx Signature	Date	
Ventyx Signature	Date	
Impact Analysis		
Analyst Assigned:	Target Date:	

<u>Estimated Hours, by Object:</u>
<u>Impact on Budget / Charges or Credits:</u>
<u>Impact on Delivery Dates / Agreed-Upon Payment Dates:</u>
<u>Impact if Change Request is Denied:</u>

Document Change Log				
<i>Document</i>	<i>Assigned To</i>	<i>Date Due</i>	<i>Completion</i>	<i>Comments</i>
Technical Spec				
Functional Spec				
Proj Definition				
Release Notes				
User Doc				