

Bill Wight, Enterprise Architect
City of Columbus, Department of Technology
1111 East Broad Street
Columbus, OH 43205
January 28, 2014

Dear **Bill Wight**,

This Letter of Engagement (“LOE”) is being submitted as a response to your request for on-site resources to assist with **HP ITSM Contractor Services**. This LOE is an “SOW” for purposes of FL005254, Consulting Services Agreement between OnX USA LLC and City of Columbus, Department of Technology (“Client”) OnX USA LLC (“OnX”) acknowledges and agrees that it is bound by the Agreement. This LOE is governed by the Agreement, and all the terms and conditions of this Agreement apply to the Services provided hereunder. In the event of any conflict between this LOE and the Agreement, the terms of the UTC shall rule. Capitalized terms used but not defined in this LOE have the meanings ascribed to them in the Agreement. This LOE is effective as of the date of this letter.

OnX shall provide an **HP ITSM Consultant** to successfully provide the required Services to Client during the terms specified below. The assigned resources will have the required skill level to assist Client with the **HP ITSM Contractor Services** described in this LOE (referenced as **OPP-0053763**, for OnX purposes). The contractor’s (ITSM) delegated services will be finalized at later time, however the overall scope is outlined as:

The City of Columbus, Department of Technology (DoT) has invested in a suite of HP software to improve customer service, security compliance, and availability. The independent software modules that make up the suite can be categorized into three functional areas: a ticketing system, a configuration management system, and an event monitoring and management system.

Previous phases of this project have delivered an operational, production system with partial integration between modules. This last phase of the project will finish off the outstanding module integrations and workflows configurations and the deployment any necessary patches and module upgrades.

All tasks will be directly related to the better function of DoT’s suite of HP tools.

This OnX service is predicated on the following assumptions:

- OnX Contractor is able to work with process owners to negotiate process automation with software capability
- Contractor will reflect ITIL best practices
- Software module **not** required to support - Asset Manager
- Contractor will share all knowledge with team
- Contractor will report to Enterprise Architect

- Contractor is member of administrative team
- Contractor knows all Client items are to be left in “as is” state, unless informed otherwise
- Client will have the option to renew this service.
- Client will provide a quality work environment suitable to all services required
- Client will provide access to information required to complete the services listed above
- The service will be delivered during standard Business Hours (Business Hours are defined as Monday through Friday from 8:30 AM – 5:30 PM local time, excluding holidays, as defined by the City’s holiday schedule).

Estimated Terms of Engagement: One (1) year from certified purchase order. Renewal by mutual agreement and approval of proper Client authorities. No automatic renewal.

Initial Engagement Budget: \$150,000.00
 OnX will invoice Client for hours of service provided on a monthly basis. The total of invoices cannot exceed the budget without prior written amendment to this LOE to increase the budget, and issuance of a certified purchase order to authorize additional funding.

OnX Standard Offsite Rates: **ITSM Consultant** - \$150.00 USD per hour
OnX Standard Onsite Rates: **ITSM Consultant** - \$202.94 USD per hour

OnX Discount Rates: 15% off hourly rate as stated in Agreement

Offsite Rates: **ITSM** - \$127.50 USD per hour
Onsite Rates: **ITSM** - \$172.50 USD per hour

Duration Terms: The Offsite rates will be delivered on a linear 40 (forty) hour weekly basis at minimum. The Onsite rates will be delivered on a linear 40 (forty) hour weekly basis at minimum. If Client is dissatisfied with service from OnX provided consultants, Client may request a different resource by providing two (2) weeks notice. OnX agrees to provide a qualified substitute resource at Client’s request.

LOE Cancellation: Client may terminate this LOE providing a two (2) week written notice. OnX also may terminate the LOE with a two (2) week written notice.

Lead Time: OnX will start engagement within two (2) weeks of award

Work Product.

Notwithstanding anything to the contrary of the Agreement, and subject to the paragraph below titled “Pre-Existing Materials,” Client will exclusively own all right, title and interest in and to all items that are conceived, made, discovered, written or created by OnX and its contractors in the course of providing Services, whether completed or works-in-progress, and whether created alone or jointly with third parties and (“Work Product”). All Work Product will be deemed “work made for hire” belonging to Client for purposes of copyright law, and the copyright will belong solely to Client. To the extent any Work Product does not qualify as a “work made for hire” under United States copyright laws, and to the extent that any Work Product includes materials subject to copyright, patent, trade secret or other proprietary right protection, OnX hereby irrevocably assigns to Client all of its right, title and interest in the Work Product, including any intellectual property rights therein. OnX will obtain, at its expense, such assignments and other documentation from OnX’s employees, agents and contractors as Client reasonably deems necessary to effectuate the purposes of this paragraph. Work Product is Client’s Confidential Information for purposes of the Agreement.

Pre-Existing Materials.

Work Product does not include OnX’s pre-existing software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and know-how, that existed before the commencement of Services and that are incorporated into or included with Work Product (“Pre-Existing Materials”). OnX hereby grants to Client a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this Agreement), irrevocable, fully paid, royalty-free license to use the Pre-Existing Materials to the extent they are included in, and as necessary to use and exploit, Work Product.

This LOE is for value-added services including, but not limited to, design, engineering, installation, integration, maintenance, support consulting and professional services (all service provided under this LOE are “Services” for purposes of the Agreement). There are no specific deliverables described herein. All Services are provided on a Time and Materials basis at the rates specified above.

Change Request Form

If Client requests a material change to the scope of this LOE, OnX will provide a Change Request Form (“CRF”), and instructions for completing this form to Client (See Exhibit A). The CRF describes the proposed change, the reason for the request, and identifies the initiator. It also provides a statement of the estimated effect that implementation of each change will have on the project hours, schedule, and cost. OnX will assign a sequential control number to each CRF. Project change requests can be made at any time during the project by either party, and must be made whenever a change that affects scope or cost is contemplated. Since a change could affect the cost, schedule, or other terms, both Client and OnX must review, sign and approve each change prior to amending the LOE, and then implementing the change.

Acceptance: All parties agree to the responsibilities and Services outlined in this LOE. Upon completion of the Services, OnX will present Client with an acceptance form for signature, evidencing the Client acceptance of the Services. Client agrees to promptly sign and return the



acceptance form to OnX or, in the alternative, to notify OnX of any issues concerning the Services. Client agrees to pay OnX for the Services performed under this LOE. This LOE must be signed by all parties and returned to OnX with a Purchase Order from Client for the Services outlined above prior to any resources being allocated or deployed by OnX. Unless superseded by a signed Change Request Form for extension, all obligations of OnX to initiate and/or complete tasks defined in this LOE will expire ninety (90) days after completion of the "Estimated Term of Engagement" specified in this LOE.

Please acknowledge your acceptance by providing your signature and return to:

Chris Lepore
Resource Engagement Manager
Phone (212) 631-4706
Chris.Lepore@OnX.com

OnX Authorized Signature

Printed Name

Title

Date

Acknowledged and agreed by:

City of Columbus, Department of Technology Authorized Signature

Printed Name

Title

Date

Exhibit A: Change Request Form

Project Code-Name:	<u>OPP-0053763</u>	Change Request #:	
Project Title:	HP ITSM Contractor Services	Date:	
Requestor:	Bill Wight	Phone:	
Description of Change Request:			
Impact on Budget:			
Impact on Schedule:			
End Date to Complete:			
Person Assigned to:			
Approvals			
OnX Approval:		Date:	
Client Approval:		Date:	