

**Customer Suite 4.3 Migration Phase 2**  
**City of Columbus, Ohio**  
**Statement of Work (SOW)**  
**June 13, 2013 - VERSION 3**  
**SOW Reference: SOW-VCS-US-120786**

This Statement of Work (“SOW”) is effective as of \_\_\_\_\_, 2013 (“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 (“Customer”).

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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**Customer Project Manager**

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**Customer “Bill to” Contact/Dept.:**

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**PO # :**

## 1 INTRODUCTION AND OBJECTIVES

The City of Columbus is currently planning on migrating from their current production Customer Suite 4.1 CIS 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 Customer with phase two (2) 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 Customer is migrating.

(g) **“Work Effort”** means the Services rendered by the team of Customer 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 Customer 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 Customer 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):

- Ventyx will utilize Customer's TCP+ Maintenance Contract services to migrate Customer'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 Customer shall each confirm the representative to act as Project Manager for the appointing party through the final acceptance by Customer.
- The Ventyx project manager will provide a single point of contact between Customer 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.
- Customer 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.
- Customer 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.
- Customer 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 Customer and Ventyx. Customer will have the appropriate computer hardware and technical environment in place, and will provide all required access, prior to the Ventyx consultants commencing work.
- For work to be performed at Customer's facility, Customer 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 Customer 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. Customer's training staff will be a part of the core team.
- Customer technical and DBA personnel will be responsible for conducting and completing all Customer Suite software installations (e.g. Test, Production, etc.).
- Customer technical and/or DBA personnel will be responsible for conducting and completing all Customer Suite CIS migrations (mock go-lives, production go-live, etc.)
- Customer 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 Customer 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 Customer 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) Customer’s timely and effective completion of the Customer Responsibilities, (ii) the accuracy and completeness of the Assumptions, and (iii) timely decisions and approvals by Customer’s management. Customer 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 Customer Deliverables.
- This SOW is for professional services and expenses as related to phase 2 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 review and revise project documentation as necessary, work with the Customer Project Manager to revise the staffing plans and setup project accounting procedures. 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 Custom Software Release**

Ventyx will prepare and deliver (code drop) the migrated Customer Suite custom software to Customer. Ventyx will install the Customizations into Customer’s designated testing environment in preparation for site integration test.

### **4.3 Site Integration Test**

Ventyx will execute test cases in the designated testing environment to verify that the Customizations work as expected corresponding original design documents. Ventyx will setup the required rules and validations, execute the test cases, correct issues with the Ventyx deliverables and document any non-critical (P2 or less) unresolved issues remaining from the integration testing for review with Customer prior to site acceptance testing.

#### **4.4 Test Archive Database Migration**

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

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

#### **4.5 Acceptance Test Support**

Ventyx will provide consulting to assist Customer in executing Customer's acceptance test plan during Customer's acceptance testing phase, lasting no more than 30 business days, to include support of one (1) mock go-live. Ventyx support will consist of on-site and off-site support, as reasonably required, and will include, without limitation, answering questions, investigating problems, and general functional/technical consulting.

#### **4.6 Production Preparation and Cut-over**

Ventyx will provide functional and technical support to assist Customer with its execution of the migration cut-over plan. The cut-over plan will be developed by the Customer with support from Ventyx where required. The cut-over plan details the tasks required to begin using the solution in a production environment, including the sequence of cut-over events, the development of the cut-over schedule, the cut-over roles and responsibilities, and the development of contingency plans.

### **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 Customer 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 Customer 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 Customer may be billable at the time and material rates upon mutual agreement of Ventyx and Customer.
- 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 Customer 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 Customer 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.

<b>Deliverable Number</b>	<b>1.</b>
<b>Deliverable Name</b>	<b>Custom Software</b>
<b>Purpose</b>	To provide code for the Customizations which are being migrated to the Target Release.
<b>Contents</b>	Source Code to perform the function specified for the Customizations included in the Code Drop and described in Section 4.2 of this SOW.
<b>Responsibility</b>	Ventyx
<b>Participants/Roles</b>	Ventyx Project Manager, Ventyx Technical Consultant
<b>Deliverable Format</b>	Electronic media
<b>Completion Criteria</b>	When Customization code drop has been processed and notification provided of code drop availability

<b>Deliverable Number</b>	<b>2.</b>
<b>Deliverable Name</b>	<b>Final Site Integration Test Report</b>
<b>Purpose</b>	To verify that the migrated Customizations are functioning in conformity with their respective specifications.
<b>Content</b>	The final test 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 is operating in an integrated fashion. This report will be delivered and reviewed with Customer at the end of the Site Integration Test as described in Section 4.12 of this SOW.
<b>Responsibility</b>	Ventyx
<b>Participants/Roles</b>	Ventyx Business Consultants, Customer
<b>Deliverable Format</b>	Hard copy and electronic media
<b>Completion Criteria</b>	When the site integration test report is ready for Customer review and has been delivered.

<b>Deliverable Number</b>	<b>3.</b>
<b>Deliverable Name</b>	<b>Archive Database Migration Execution Training</b>
<b>Purpose</b>	To demonstrate the correct archive database migration procedures by guiding the Customer through the execution of the archive database migration procedures in a test environment.
<b>Content</b>	Customer personnel, with Ventyx's assistance, execute the archive database migration scripts to upgrade the archive database structure and Customer data to the Target Release version (4.3) on a test archive database as described in Section 4.4 of this SOW.
<b>Responsibility</b>	Ventyx, Customer
<b>Participants/Roles</b>	Ventyx Technical Consultant, Customer technical personnel
<b>Deliverable Format</b>	Onsite collaboration with Customer technical personnel
<b>Completion Criteria</b>	When the archive database migration scripts are executed and demonstrated as described in Section 4.4 of this SOW.

<b>Deliverable Number</b>	<b>4.</b>
<b>Deliverable Name</b>	<b>Acceptance Test Support</b>
<b>Purpose</b>	To assist Customer with the execution of the acceptance test phase.
<b>Content</b>	Ventyx personnel will answer questions, investigate issues, and provide general functional and technical

	support as required during the acceptance test phase.
<b>Responsibility</b>	Customer, Ventyx
<b>Participants/Roles</b>	Ventyx Business Consultants, Ventyx Technical Consultants, Customer functional personnel, Customer technical personnel
<b>Deliverable Format</b>	Onsite or remote collaboration with Customer Personnel
<b>Completion Criteria</b>	When the site acceptance phase is complete and the support has been supplied as needed as described in Section 4.5 of this SOW.

<b>Deliverable Number</b>	<b>5.</b>
<b>Deliverable Name</b>	<b>Production Preparation and Cut-Over</b>
<b>Purpose</b>	To assist Customer in the execution of the migration Cut-over plan.
<b>Content</b>	Ventyx will provide on-site functional and technical support to assist Customer with its execution of the migration cut-over plan. The cut-over plan details the tasks required to begin using the solutions in a production environment, including the sequence of events, the development of the schedule, the roles and responsibilities, and the development of contingency plans.
<b>Responsibility</b>	Ventyx, Customer
<b>Participants/Roles</b>	Ventyx Business Consultants, Ventyx Technical Consultants, Customer
<b>Deliverable Format</b>	Onsite and remote support
<b>Completion Criteria</b>	When the support as described in Section 4.6 has been provided.

<b>Deliverable Number</b>	<b>6.</b>
<b>Deliverable Name</b>	<b>Go-Live Declaration</b>
<b>Purpose</b>	To communicate that the Customer is into normal production.
<b>Content</b>	A document confirming 1) that user acceptance testing has been successfully completed, 2) that the Customer is in production and has processed 2 billing cycles for delivery to its customers using the Baseline Component Systems with Customizations, and 3) that no Severity 1 or Severity 2 error exists in or is caused by a Customization by Ventyx hereunder (a Severity 2 Error shall not exist if there is a workaround available as described in the



	definition). The document will be signed-off by Ventyx and the Customer Project Managers
<b>Responsibility</b>	Ventyx, Customer
<b>Participants/Roles</b>	Ventyx Project Manager, Customer Project Manager
<b>Deliverable Format</b>	Electronic
<b>Completion Criteria</b>	When delivery of the letter has occurred and Customer sign-off has been obtained. In the event that the Customer does not utilize the Baseline Component System with Customizations in normal production for reasons other than Ventyx’s failure to perform the Services hereunder, then the Customer shall, in such event, treat this Deliverable as completed by Ventyx.

## 7 CUSTOMER RESPONSIBILITIES

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

- Provide a Project Manager for escalating contract issues and managing Customer resources. The Customer 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 Customer resources, to negotiate additional Statement of Works to support the project, to act on behalf of Customer for all matters pertaining to the management of Customer’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 Customer 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 Customer 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 Customer 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 Customer.
- 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 Customer when each Deliverable has been completed. The Customer will inform Ventyx in writing within ten (10) business days following Ventyx's notification to Customer, if the Customer believes Ventyx has not satisfied the Completion Criteria set forth in Section 6 above with respect to such item. To the extent that the Customer 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 Customer 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 Customer 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 **\$195,000 USD**, inclusive of expenses (~\$26,000.00) and exclusive of any applicable taxes.

Ventyx will invoice Customer for the Deliverables in accordance with the schedule at the completion of the payment milestones listed in the table that follows. Customer 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 Customer Project Managers will mutually agree to a more detailed payment schedule within the Payment Milestone based on the deliverable breakdown.

### 9.2 Payment Schedule/Milestones

Payment Milestone / Provided Service	Cost	Payment Date
I. Final Site Integration Test Report (Deliverables 1 & 2)	\$31,200	Payable upon completion of the Completion Criteria set forth in Section 6, Deliverable 2.
II. Archive Database Migration Training (Deliverable 3)	\$60,450	Payable upon completion of the Completion Criteria set forth in Section 6, Deliverable 3.
III. Production Preparation and Cut-Over (Deliverables 4 & 5)	\$81,900	Payable upon completion of the Completion Criteria set forth in Section 6, Deliverable 5.
IV. Go-Live Declaration (Deliverables 6)	\$21,450	Payable upon completion of the Completion Criteria set forth in Section 6, Deliverable 6.
<b>Total Fixed Price Services Cost</b>	<b>\$195,000</b>	

### 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	<b>\$205</b>
Principal Consultant	<b>\$230</b>
Technical Consultant	<b>\$180</b>
Business Consultant	<b>\$180</b>
Developer	<b>\$180</b>
Travel Time	<b>\$105</b>
Training	<b>\$2500/Day*</b>

#### 9.4 Payment terms

Ventyx will invoice Customer 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) Customer owns all right, title and interest in and to all of Customer'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 Customer, 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 Customer acquires any rights in the Work Product Customer hereby assigns such rights to Ventyx. Customer 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 CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID BY CUSTOMER 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. Customer 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 Customer maintains, but only to the extent of Customer's additional insured status hereunder. The insurance required to be maintained by Ventyx hereunder shall include a waiver of subrogation in favor of Customer. Insurance maintained by Customer 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 Customer, Ventyx shall provide Customer 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 Customer and returned to Ventyx on or before October 1, 2013.

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](mailto: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: _____  Customer Reference #: _____	
Date Requested:	Requester:	<input type="checkbox"/> Custom Base <input type="checkbox"/>
Project Phase / Reference Document #: <ul style="list-style-type: none"> <li><input type="checkbox"/> Scope _____</li> <li><input type="checkbox"/> Project Definition _____</li> <li><input type="checkbox"/> Functional Design _____</li> <li><input type="checkbox"/> Technical Design _____</li> <li><input type="checkbox"/> Construction _____</li> <li><input type="checkbox"/> Testing/QA _____</li> <li><input type="checkbox"/> ESS _____</li> </ul>		Basis for Change: <ul style="list-style-type: none"> <li><input type="checkbox"/> Scope</li> <li><input type="checkbox"/> Resource Allocation</li> <li><input type="checkbox"/> System Environment</li> <li><input type="checkbox"/> Subsystem Interface</li> <li><input type="checkbox"/> Procedure/Policy</li> <li><input type="checkbox"/> Resolution of Issues</li> <li><input type="checkbox"/> Project Assumptions</li> <li><input type="checkbox"/> Regulatory Requirements</li> </ul>
Description/ Justification:		
Part II—Approvals		
<input type="checkbox"/> Approve <input type="checkbox"/> Cancel <input type="checkbox"/> Defer		
Customer 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>

<b>Document Change Log</b>				
<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				