



# **City of Columbus Statement of Work**

## **Banner 5.1 Upgrade – Phase 2**

20 July 2018

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## DOCUMENT CONTROL

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# 1 INTRODUCTION AND OVERVIEW

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

Client is planning on upgrading from their current production CIS system (version 4.1) to Banner version 5.1 including the implementation of the Archive-Purge and Call Center Xpress modules. This SOW documents the Services that Hansen will provide to Client for Phase 2 of the Upgrade.

Structure and overview of this SOW:

- Hansen will perform the Services as detailed in this SOW as per section 2 Scope of Work.
- Identification of the Deliverables and acceptance of those Deliverables is in section 3.
- The scope and Deliverables are based on the Assumptions and Dependencies set out in sections 4 & 5 respectively.
- The schedule for the Services and Deliverables and associated Milestones are set out in section 6.
- Further general responsibilities of Hansen and Client are detailed in section 7 (Hansen & Client Responsibilities), employing the Governance approach as set out in section 8.
- The charges for the delivery of the Services are set out in section 9.

## 2 SCOPE OF WORK

The Work Effort has been divided into major activities as described below

### 2.1 IN SCOPE

ID	Scope Inclusions
SC01	<b>Project Initiation</b> Hansen will review and revise project documentation developed in Phase 1 as necessary, work with the Customer Project Manager to revise the staffing plans and setup project accounting procedures.
SC02	<b>Custom Software Release</b> - Hansen will prepare and deliver (via code drop) the upgraded Banner custom software to Client. Hansen will install the Customizations into a testing environment in preparation for site integration test.
SC03	<b>Site Integration Test</b> – Hansen will execute test cases in the designated testing environment on Client hardware to verify that the Customizations work as expected corresponding original design documents. At the conclusion of the Site Integration Test, Hansen will document any non-critical (P2 or less) unresolved issues remaining from the integration testing for review with Client prior to site acceptance testing.
SC04	<b>User Acceptance Test Support</b> - Hansen will provide consulting to assist Client in executing Client's acceptance test plan during Client's acceptance testing phase, lasting no more than 60 business days.
SC05	<b>Production Environment Installation</b> – Hansen will install one (1) Production Environment consisting of one (1) database, up to Two (2) application server(s), and one (1) Archive database
SC06	<b>Go-Live Cutover</b> - Hansen will execute the upgrade scripts in the production environment in accordance with the Client supplied Cut-Over Plan.
SC07	<b>Post Go-Live Support</b> – Hansen will provide extended post go-live consulting to assist Client during the initial go-live period lasting no more than 20 business days

### 2.2 OUT OF SCOPE

The table below describes the scope of work that will not be provided under this SOW.

The Services only include the activities in scope and Deliverables as set out in this SOW. Any features, specifications, tasks, services or requirements not documented in this SOW are explicitly excluded from the Services.

ID	Scope Exclusions
EX01	The porting of any Customization not listed in Banner 5.1 Upgrade – Phase 1, SC08
EX02	Any new requirements not identified as In Scope

## 3 DELIVERABLES AND ACCEPTANCE

### Deliverables

The table below identifies each Deliverable under this SOW, and established the type of acceptance process (if any) applicable to it.

ID	Description	Is Acceptance Required If so, reference process
DEL01	Custom Software Delivery (SC02)	Software Acceptance (UAT)
DEL02	Final Site Integration Test Report (SC03)	Document Process
DEL03	Go-Live Cut Over (SC06)	Document Process

### Acceptance

This section describes the Acceptance process for the Deliverables which are subject to Acceptance. This process shall be carried out to determine if the Deliverable is acceptable. Deliverables requiring Acceptance will either be subject to Acceptance as a Document, or as Software and the Acceptance process that applies will be as set out below, depending on the deliverables' Acceptance type.

### Document Acceptance

For document Deliverables under this SOW which require Acceptance, the following process will apply:

- Client shall have five (5) business days (or other time period as agreed by the parties) from receipt of each Deliverables to determine whether it is acceptable;
- If Client reasonably decides that the Deliverable is not acceptable, Client shall provide Hansen with written reasons it is not, including any specific corrections needed;
- In response, Hansen will promptly modify the Deliverable accordingly (provided that such correction is consistent with scope & purpose of the SOW) and resubmit it to Client;
- Upon receipt of the modified Deliverable, Client shall promptly (but in no case more than an additional five (5) business days) confirm that the Deliverable is accepted, or identify which of the previously identified deficiencies is still unresolved;
- If necessary, this procedure shall be repeated until Deliverable is accepted by Client;
- In the event that Client does not provide Hansen with written acceptance or notice that it is not acceptable within the five (5) business day time allotted (or other time period as agreed by the parties), the Deliverables will be deemed accepted.

## **Software Acceptance (UAT)**

For software Deliverables under this SOW, the following Acceptance process will apply:

- The acceptance tests (i.e. the test cases) will be defined and performed by Client, but Hansen will be given the opportunity to review the acceptance test cases prior to the start of UAT;
- The test cases defined by Client will be consistent with the scope of the SOW and be able to be performed within the duration of UAT, including allowing reasonable time for problem investigation, rectification and retesting;
- Defects in the software will be reported progressively as they are discovered, along with sufficient documentation to describe the problem encountered;
- Rectification of problems and retesting will be coordinated by Client and Hansen in the manner that most effectively allows for the progressing of UAT;
- Within the duration allotted for UAT of the Deliverable, Client shall determine whether the Deliverable is acceptable;
- If Client reasonably decides that the Deliverable is not acceptable, Client shall provide Hansen with written reasons of such action, including any specific corrections needed to achieve Acceptance;
- In response, Hansen will promptly correct the Deliverable (provided that such correction is consistent with the SOW) and resubmit it to Client;
- Upon receipt of such corrections, Client shall perform such retests as are necessary to determine whether the corrected Deliverable has resolved the identified defect(s), plus any reasonable level of regression testing of the Deliverable generally;
- The above procedure shall be repeated until Deliverable is accepted by Client;
- In the event that the UAT is not completed within the scheduled time frame, Client and Hansen will discuss the reasons for this and amend the schedule accordingly. Such an amendment will be done via a Change Request unless mutually agreed.

## 4 ASSUMPTIONS

The table below describes assumptions provided by, or agreed to by Client and used by the Hansen to make planning decisions including estimates of resource, cost, time and quality. In the event that an assumption proves to be incorrect or requires changing, Hansen will continue to provide the services described under this SOW but the Parties will discuss and will follow the agreed Change Request procedure to ensure that the scope and assumptions are updated.

ID	Description
ASU01	Client will utilize the Hansen recommended deployment architecture.
ASU02	All Hansen led training will be conducted on Client site 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.
AUS03	This SOW is for professional services and expenses only. It does not include costs associated with obtaining licensed products from Hansen, hardware costs, or third party software or services costs associated with the upgrade project
AUS04	Client will be responsible for all data cleansing activities through the upgrade process to be conducted by Hansen with Client review and approval of all data cleansing tasks. Client will retain responsibility for the validation and approval of the data cleansing results.
AUS05	Client is responsible for testing the software in preparation for go-live and reporting any deficiencies to Hansen for investigation.
AUS06	Client will be responsible for production go-live readiness (to include go-live activities that are outside of the Services within this SOW), verification of the adequacy of the data migration and for the ultimate go-live readiness decision. Medium and Low issues should not prevent the Client from moving into production.
AUS07	Client will be responsible for the validation and approval of the results of each migration run / test, including the analysis of any data migration data issues during the test migration runs as well as during the mock go-live runs. Hansen will execute the data fixes as directed by and approved by Client.
AUS08	Hansen assumes the Phase 2 SOW will follow immediately after the Phase 1 SOW. If there is a delay between the work effort of the Phase 1 SOW and the beginning of Phase 2 SOW, Hansen reserves the right to review and/or revise the fee amount of the Phase 2 SOW.



## 5 DEPENDENCIES

The key dependencies upon which the Plan and services under this SOW rely are set out below, or elsewhere in this SOW.

Achievement of the Services is dependent upon Client's timely completion of Client dependencies and responsibilities set forth in this SOW and Client's timely delivery of information and any required deliverables to Hansen.

ID	Description	Area(s) of Impact of any delay
DEP01	Client is responsible for having all hardware and third party application software, including Oracle application software available on site prior to Hansen Banner application installation.	SC05

## 6 SCHEDULE AND MILESTONES

The table below describes the milestones in relation to this SOW. All milestones are based on the project scheduled used to create the project estimates, are relative to the SOW start date and are subject to the Assumptions being correct and the Dependencies being met. If new requirements are later identified, such as additional product enhancements, interfaces, tasks etc. then the milestones will be revised in accordance with the Change Request procedure.

ID	Description	Responsible Party	Planned Completion (approximately, based on Phase 1 start)
MIL01	Custom Software Delivery	Hansen	Business Day 140
MIL02	Final Site Integration Test Report	Hansen	Business Day 160
MIL03	User Acceptance	Client and Hansen	Business Day 230
MIL04	Mock Go-Live Data Migration	Hansen	Business Day 290
MIL05	Go Live Execution	Hansen	Business Day 330

## 7 CLIENT RESPONSIBILITIES

### 7.1 GENERAL CLIENT RESPONSIBILITIES

If Client or Hansen becomes aware of any deviations to the requirements, the schedule or other deviations from the scope of this SOW, these will be confirmed promptly by the other party in writing and in such event the parties will mutually agree in good faith on how to proceed, in accordance with the Change Request procedure (see section 8.4 Change Management for further details).

Client will provide staffing reasonably sufficient to meet its responsibilities (the “Client Responsibilities”) outlined in this section and as otherwise needed to meet Client’s responsibilities in this SOW, in order to achieve the timelines of this SOW.

### 7.2 SPECIFIC CLIENT RESPONSIBILITIES

- 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 be responsible for the provision and installation of all hardware, third party software and connectivity to other systems. Any other activity not described as a responsibility of Hansen in the SOW including installation, setup, configuration, integration or ongoing support of hardware and third-party software or other activity will be the responsibility of Client.
- Client will ensure all Hansen software installed on Client premises is installed on appropriate hardware and provided with a permanent and consistent supply of both power and Internet connection.
- Client will ensure all hardware that is necessary for any UAT, training, or other activity required in support of this SOW is available and operational and that the Hansen software is housed in a suitable environment to support 24-hour access and is available to Hansen as required for the conduct of UAT.
- Client will ensure Hansen support resources are able to gain secure remote access at all times to any hardware on Client’s premises which is running Hansen software.
- Client will be responsible for, with Hansen assistance, production go-live planning.
- Client will be responsible for the go-live activities such as business process change, audits, readiness of production platform approval, etc.
- Client will be responsible for defining user roles, creating and managing user access.
- Client will be responsible for all logistics and user communication relating to deployment related activities.
- Client will arrange for test systems from third parties to perform integrated system testing and user acceptance testing.
- Hansen will not engage in testing of Client components that are not specifically designed and developed by Hansen (e.g. Client developed web pages, interfaces that call Hansen APIs etc.)
- Client will be responsible for the integration of any external systems or products except where specifically stated to the contrary in this SOW.
- Client will complete testing of all Client developed components prior to the beginning of, or as a component of, the execution of UAT.

- Client will use the Hansen-provided mechanism to log tickets for defects or enhancements. All defect requests should include detailed steps to reproduce the issue.
- For work to be performed at Client's facility, Client will provide adequate office facilities in close proximity to the designated members of the Client staff assigned to work with Hansen on this project. Facilities for each consultant will include Internet access for accessing Hansen intranet using Hansen laptop computers.
- The Client will be responsible for all aspects of the end user training component of the upgrade, with support from Hansen
- Client is responsible to setup and maintain all remote communications to accommodate remote Training attendees. In the event of a failure of the communications, Hansen will continue with the existing Training schedule as is unless requested by Client to delay. Any delay could prompt the creation of a Change Request to this SOW.
- Client will be responsible for the development and execution of Acceptance Testing test plans, test cases and other testing artifacts, with support from Hansen.

## 8 GOVERNANCE

### 8.1 GENERAL

Both Hansen and Client will use commercially reasonable efforts to implement the Services as detailed in this SOW. Any updates or changes to the schedule will be managed as part of the Change Request procedure in section 8.4.

Both Hansen and Client will provide a project management Point of Contact (POC) with an appropriate level of technical and project management skills. See section 8.2.

The Hansen project management POC will prepare and deliver weekly status reports that include milestones completed and scheduled. This report will also track the deliverables, dependencies, issues and risks, along with key action items.

The Client POC will have the available time to co-ordinate the Services with all parties involved throughout the SOW.

Hansen will provide the resources required to perform the Hansen Services detailed in this SOW, in a timely manner and according to the schedule for this work.

Client acknowledges that delays by Client regarding deliverables, approvals, feedback, etc. which Client is required to provide may delay the SOW timeline and may impact SOW costs.

Client's project management POC will have the authority to provide approvals and acceptance for SOW milestones, deliverables, acceptance testing, etc. The POC will also have the authority to negotiate Change Requests on behalf of Client, and ensure all necessary parties execute approved Change Requests in a timely manner.

### 8.2 REPRESENTATIVES (POCs)

Client and Hansen points of contact for this SOW are as set out below.

<b>Client:</b>	
Name:	Gregory Wilson
Title:	Senior Project Manager
Phone:	
Mobile:	(803) 319-0407
Email:	Greg.Wilson@hsntech.com
<b>Hansen:</b>	
Name:	Brian H. White
Title:	Project Manager
Phone:	(614) 645-8565
Mobile:	-
Email:	brwhite@columbus.gov

### **8.3 LOCATION OF SERVICES AND ON-SITE REQUIREMENTS**

All Services-related tasks will be performed on a combination of various Hansen premises and on Client site. Any need for Hansen resources to travel to client site will be subject to prior approval by Client and will not be required unless such approval is given.

### **8.4 CHANGE MANAGEMENT**

Any requests for delivery of additional features, specifications, services, or requirements not authorized within the scope of this SOW or other changes to the scope of this SOW (collectively, the “Additional Services”) are explicitly excluded from the SOW.

In the event that Client requests Additional Services during the implementation or the course of this SOW, the Hansen Project Manager will develop a Change Request to this SOW to identify the requested services, corresponding costs and fees payable by Client and the impact of the change on the SOW. Said Change Request will become effective only when signed by both parties (the “Change Request”). Email approval of Change Requests is permitted when the email approval is made by relevant POC or other person approved by Client.

## 9 PRICE AND PAYMENT

The fixed fee charges for this SOW are **\$472,000**. These charges are based on the detail provided in this SOW including the scope, assumptions, dependencies, and Client responsibilities, and include travel expenses for ten (10) round trips and forty-eight (48) hotel night stays. Charges are exclusive of all taxes.

Hansen 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 Hansen and the Client Project Managers will mutually agree to a more detailed payment schedule within the Payment Milestone based on the deliverable breakdown.

Payment Milestone / Provided Service	Cost	Payment Date (approximately)
I. Custom Software Delivery	\$165,200	Business Day 10
II. Final Site Integration Report	\$118,000	Business Day 40
III. User Acceptance	\$70,800	Business Day 80
IV. Mock Go-Live Data Migration	\$47,200	Business Day 140
V. Completion of 20 day Post Go-Live Support	\$70,800	Business Day 180
<b>Total Fixed Price Services Cost</b>	<b>\$472,000</b>	

## 9.1 FEE ASSUMPTIONS:

Hansen will utilize Client's TCP+ Maintenance Contract services to upgrade Client's customizations to the Target Release, as outlined in SCT Software/Database Software Technical Currency Agreement effective September 29, 1994, as amended.

For any work undertaken that requires travel in excess of the planned ten (10) round trips must be approved by Client and Hansen PM and will be invoiced to Client monthly, in arrears, as incurred.

In addition, Hansen will also invoice for any other reasonable expenses incurred in the provision of services to the Client under this SOW, subject to prior approval by Client.

Project Management and Technical and Functional Support ("Project Oversight") estimates are based on project duration of 180 days. Any extension or delay of the project, or requests for additional Project Oversight will require Client to develop and execute Project Change Request pursuant to the Change Management provisions (section 8.4) otherwise specified in this SOW.

The fixed fee charges in this SOW covers Hansen's Services included in this SOW, including an allowance of up to:

- Fifteen (15) man-days of work for additional Business Process Review Workshop report review (completed in Phase 1 as SC10) and other miscellaneous allowances
- Thirty (30) man-days of work for User Acceptance Test support
- Twenty-four (24) man-days of work for support for three (3) Mock Go-Lives
- Fifteen (15) man-days of support of Production Cut-Over.
- Fifteen (15) man-days of work for Extended Post Go-Live Support

Any effort required for these areas that is above these allowances will be charged as an Additional Service. Hansen shall regularly report on the time used against each of the above allowances, in a manner agreed by the Parties. A final report of the time used shall be made 30 days after Go-Live. In the event that any time remains unused of these allowances at that time, the remaining time will be able to be used by Client: firstly as a credit against overage on one of these other allowances and, if any allowance still remains thereafter, as a credit against other chargeable work in a manner agreed by the Parties.

### **Publicity:**

The Parties agree that Hansen may refer to the City of Columbus as being a client of Hansen and in so doing may use City of Columbus' logo in marketing material. Furthermore, the Parties agree that Hansen may (subject to approval of the content thereof by Client) issue a press release in relation to the upgrade. Client may also assist with other marketing material of Hansen, such as providing quotes from executives or providing case studies, but any such assistance will be at the discretion of the Client.

## 10 TERMS

### 10.1 OWNERSHIP

The parties acknowledge and agree that: (a) Hansen owns all right, title and interest in and to all Hansen 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 Hansen'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 Hansen 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 Hansen. Client shall give Hansen all reasonable assistance and execute all documents necessary to assist or enable Hansen to perfect, preserve, register and/or record such assignment and Hansen's rights in any Work Product.

### 10.2 LIMITED WARRANTY

Services Limited Warranty. Hansen 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 "Hansen 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.

Hansen'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 HANSEN LIMITED WARRANTIES.

Limitations. The Hansen 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, HANSEN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE HANSEN SOFTWARE, OR ANY MAINTENANCE OR SERVICES PROVIDED BY HANSEN INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND HANSEN EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. HANSEN DOES NOT WARRANT THAT: (a) THE HANSEN SOFTWARE WILL OPERATE UNINTERRUPTED; (b) ALL HANSEN SOFTWARE ERRORS CAN BE CORRECTED; (c) THE APPLICATIONS CONTAINED IN THE HANSEN SOFTWARE ARE DESIGNED TO MEET ALL OF CUSTOMER'S BUSINESS REQUIREMENTS; OR (d) THE INFORMATION OR DATA PROVIDED BY HANSEN 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, HANSEN OBTAINS ITS DATA FROM THIRD PARTY SOURCES, WHICH MAY OR MAY NOT BE COMPLETELY THOROUGH AND ACCURATE, AND THAT CUSTOMER SHALL NOT RELY ON HANSEN 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 HANSEN BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID BY CLIENT TO HANSEN HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY.

### **10.4 INSURANCE**

Hansen 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 Hansen'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 Hansen 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 Hansen, its parents, subsidiaries, affiliates and associated companies, as well as each of their respective directors, officers and employees. Upon the written request of Client, Hansen 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 SIGNATURES

This Statement of Work is agreed to and accepted on behalf of:

**City of Columbus**

**Hansen Banner, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorised Signature

Authorised Signature

\_\_\_\_\_

\_\_\_\_\_

Print name and Officer's Title

Print name and Officer's Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE 1 – DEFINITIONS

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

- (a) **“Additional Charge”** means a charge in accordance with Hansen’s Standard Rates in effect from time to time.
- (b) **“Additional Services”** means any services which are not included in the Services set out in Section 4 Scope of Work.
- (c) **“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 Banner CIS product including Archive-Purge and CCX.
- (d) **“Business Days”** means the calendar days of Monday, Tuesday, Wednesday and Thursday, excluding weekends and federal holidays.
- (e) **“Critical Issue”** means the entire Baseline Target Release or Customized Target Release is (a) either (i) non-operational; or (ii) cannot be accessed by any users; and (b) no mutually acceptable workaround exists and testing cannot continue until the correction or avoidance procedure is in place. The issue affects mission-critical functions or information in testing and may include, but not be limited to, data loss or corruption, system crash or missing major functionality.
- (f) **“Customizations”** mean the Modifications made by Hansen at the direction of Customer under this SOW.
- (g) **“Customized Target Release”** means the Baseline Target Release together with the Customizations.
- (h) **“Cut-over”** means the period of time beginning with final upgrade and working towards production processing.
- (i) **“Development Environment”** means an instance of the Baseline Target Release on Client provided hardware to be used solely by Hansen for development and testing efforts.
- (j) **“Factory Qualification Test”** means testing conducted by Hansen 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”.
- (k) **“Hansen Project Manager (PM)”** means the person appointed by Hansen to manage this project. Also referred to as “Hansen PM.”
- (l) **“Low Issue”** means the Baseline Target Release or Customized Target Release is operational with problems or errors, which have little impact on system operations. These issues shall include, but are not limited to, documentation errors or a minor or cosmetic error in the functionality of the Baseline Target Release or Customized Target Release. Issues assigned this priority level cause no delays in testing or prevent Customer from moving into Production Cut-Over.
- (m) **“Medium Issue”** means the Baseline Target Release or Customized Target Release is operational with functional limitations or restrictions that are not critical to the overall system operation, and the issue has a moderate impact on the functionality of the application. However, the Baseline Target Release or Customized Target Release remains available for testing by all groups. A functional error exists for which there is a mutually acceptable workaround. Issues assigned this priority level cause no delays in testing or prevent Customer from moving into Production Cut-Over.
- (n) **“Migration Test Environment”** means an environment on Client provided hardware to practice the migration to the target release version of the Banner Software. This environment is to be used by Client to perform test migration efforts in preparation for go-live.
- (o) **“Production Environment”** means an instance of the Baseline Target Release on Client provided hardware to be used by client as their production environment.

- (p) **“Rule and Validation Environment”** means an instance of the Baseline Target Release on Client provided hardware to be used by Customer and Hansen 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”.
- (q) **“Sandbox Test Environment”** means an instance of the Baseline Target Release on Client provided hardware to be used by Client to perform miscellaneous testing efforts on.
- (r) **“User Acceptance Test Environment”** means an instance of the Customized Target Release on Client provided hardware to be used by Customer to verify that the Customized Target Release meets the user acceptance criteria in accordance with the acceptance test plan. Also referred to as “SAT Environment.”
- (s) **“Target Release”** means the version of the Baseline Component System to which Client is upgrading, which shall be Banner CIS v5.1.
- (t) **“Training Environment”** means an instance of the Baseline Target Release on Client provided hardware to be used by Hansen to perform the Baseline Target Release technical training and the functional differences training. This environment is not manipulated by Customer until the mentioned training has been completed by Hansen.
- (u) **“Urgent Issue”** means the Baseline Target Release or Customized Target Release is operational with functional limitations or restrictions but there is minimal test impact. The issue will have a large impact on the functionality of the application, but does not require that the resolution or fix be immediately released into the test. This issue allows continued use of the application, but there is a known compatibility or operability disruption with no known mutually acceptable work-around.