



QUESTICA LICENSE AND SERVICE AGREEMENT

This SOFTWARE LICENSE AGREEMENT (the “**Agreement**”) is made as of the last date signed below (the “**Effective Date**”) by and between QUESTICA LTD., 2130 Main Street, Suite 245 Huntington Beach, CA 92648, a corporation incorporated under the laws of the State of Delaware (“**Questica**”) and the City of Daytona Beach, a Florida Municipal Corporation, having its principal place of business at 301 South Ridgewood Ave., Daytona Beach FL 32114, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the “**Licensee**” or “**Customer**”).

BACKGROUND

- A. Questica has made a substantial investment in the development of the QUESTICA BUDGET computer software products identified in the Quotation attached as Appendix A (the “**Software**”), and in the development of documentation related thereto (the “**Documentation**” and together with the Software, the “**Work**”).
- B. Questica has the right to license the Work to third parties.
- C. The Licensee wishes to use the Work, and Questica has agreed to license such use, pursuant to the terms of this Agreement.
- D. Licensee wishes to obtain software and maintenance services for the Work, upon its completion.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), Questica and Licensee (collectively, the “**Parties**” and individually, a “**Party**”) agree as follows:

1. PERMITTED USE. Subject to the terms of this Agreement, Questica hereby grants to Licensee a perpetual, personal, revocable, non-transferable and non-exclusive license to use the Software, solely in executable code format, and the Documentation provided therewith, solely for Licensee’s own internal business purposes exclusively within the facilities and sites within the jurisdiction of the Licensee.

If Licensee wishes to use the Software at or from an additional site or sites outside of its jurisdiction, Licensee agrees to obtain a separate license for such site(s). Licensee’s right to use the Software and the Documentation is limited to those rights expressly set out herein. Licensee shall not use the Software, in whole or in part, on behalf of or for the benefit of any other Person, including an affiliate of the Licensee, except as expressly provided herein.

1.1 PERSONNEL WORK-AT-HOME RIGHTS. Licensee’s personnel (its employees and contractors) may use the Software from their homes as an extension of the license granted to the Licensee, for business related purposes. Licensee personnel may not use the Software at home for personal purposes. For greater clarity, Licensee shall be responsible for the use of the Work by any contractors, including any actions of omissions of such contractors, as though they were employees of Licensee.

Licensee shall promptly deny access to the Software to (a) any employee or contractor who is no longer employed by Licensee; or (b) any staff member would not normally require the use of the Software in the at-work environment.

1.2 PERMITTED CUSTOMIZATIONS. Questica also grants the Licensee a non-sub licensable, non-exclusive, non-transferable right to create, or to have created on its behalf, “Permitted Customizations” to the executable code components of the Software solely for internal use and only for use as part of and in conjunction with the related Software. “Permitted Customizations” is custom software or reports which are developed that access or interact with the Software or its associated database(s). The Licensee may only create Permitted Customizations that do not require the source code of the Software to create the Permitted Customizations.

Permitted Customizations Do Not Inhibit Questica’s Right to Innovate. Independently, Questica is continually innovating and improving the Software to meet the needs of its customers. The Licensee acknowledges that, while it has the ability to create its own Permitted Customizations, Questica must not be prevented from continuing to develop and enhance its software in any respect, even if such modifications may be similar to the Permitted Customizations in functionality, appearance or otherwise. Questica retains the right to (i) develop any modifications which may be similar to the Permitted Customizations; and (ii) integrate any or all of such modifications into its core product.

1.3 RESTRICTIONS ON USE. Except as set forth herein, Licensee shall (a) not copy the Software except to copy it onto the site computers being used by Licensee and to make copies of the Software solely for backup, training, disaster recovery or testing purposes; (b) not copy any of the Documentation for any use outside the site; (c) not assign this Agreement or transfer, lease, export or grant a

sub-Licensee of the Work or the license contained herein to any Person or organization except as and when authorized to do so by Questica in writing; (d) not reverse engineer, decompile or disassemble the Software; (e) not use the Work except as authorized herein; (f) take such precautions with respect to the Software, as it would take to protect its own proprietary software or hardware or information. For the purposes of this Agreement, "Person" includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other judicial entity recognized by law.

2. OWNERSHIP AND COPYRIGHT. Questica is the owner of all intellectual property rights in the Work, related written materials, logos, names and other support materials provided pursuant to the terms of this Agreement. No title to the intellectual property in the Work or in any magnetic media or other physical media provided therewith is transferred to the Licensee by this Agreement.

Questica shall defend Licensee against any claim that the Work infringes a registered Canadian or United States' patent, copyright or trade-mark of any third party and Questica will pay resulting cost, damages and reasonable legal fees finally awarded, provided that i) Licensee promptly notifies Questica in writing of the claim; and ii) Questica has sole control of the defense and all related settlement negotiations.

If such claim has occurred or in Questica's opinion is likely to occur, Licensee agrees to permit Questica at its option and expense, either to procure for Licensee the right to continue using the Work or to replace or modify the same so that it becomes non-infringing without loss of functionality.

Questica shall have no obligation to defend Licensee or to pay costs, damages or legal fees for any claim based upon use of other than a current unaltered release of the Work, if such infringement would have been avoided by the use of a current unaltered release thereof.

The foregoing states the entire obligations of Questica with respect to infringement or proprietary or intellectual rights of third parties.

3. LIMITED WARRANTY. Questica warrants that so long as Product Maintenance and Support services are provided by Questica that the Software, when properly installed, will perform substantially in accordance with the Documentation provided in connection therewith. If the Software does not so perform during such period, Questica will correct, at no cost to Licensee, programming errors in the Software to make the Software so perform provided that i) the Software has been properly used by the Licensee in accordance with Documentation provided in connection therewith; ii) Licensee notifies Questica of the programming errors and describes the nature of the suspected errors and of the circumstances in which they occur; iii) Questica, using reasonable efforts, is able to confirm the existence of the programming errors; and iv) Licensee or any third party has not changed or modified the Software.

Licensee agrees that Questica shall not be liable to the Licensee or any other person, regardless of the cause, for the effectiveness or accuracy of the Software, the Documentation or any other related materials, or for any other special, indirect, incidental or consequential damages arising from or occasioned by the use of the Software, the Documentation or the related materials, or the failure or omission on the part of Questica to comply with its obligations under this Agreement.

The Licensee hereby agrees that Questica's maximum liability for any claim arising in connection with the Work or otherwise under this Agreement (whether in contract, tort, including negligence, product liability or otherwise) shall not exceed the total License Fee paid by the Licensee.

THE ABOVE EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS (EXPRESS AND IMPLIED) AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED ARE GIVEN.

4. LIMITATIONS OF REMEDIES AND DAMAGES. Subject to Section 16 hereof, Questica's entire liability and the Licensee's exclusive remedy under this Agreement shall be i) if Questica is in breach of the Limited Warranty, to require Questica to replace any defective media or to correct any defects and make any modifications which are necessary to cause the Software to conform in all material respects to the Documentation; or ii) the termination of this Agreement.

In the event of any such termination, Questica shall not be liable in the aggregate for any damages which exceed the amount paid hereunder by the Licensee to Questica as Software License Fees. In no event shall Questica be liable for indirect, special, incidental, or consequential damages, even if advised of the possibility of such damages.

5. DISPUTE RESOLUTION. In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within ten (10) Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "Business Day" shall mean a day other than a Saturday, Sunday, or statutory holiday in Ontario or Daytona Beach.

Escalation Level	Questica Management Level	Licensee Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days

Second Level	President	Finance Department Manager	10 Business Days
Third Level	Chairman	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

(a) If the parties cannot resolve the issue through informal means as provided above, prior to commencing suit the parties will engage in formal mediation in accordance with applicable law.

(b) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, each party will bear all of its litigation costs, including attorney's fees.

6. IRREPARABLE HARM. Licensee acknowledges and agrees with Questica that the material breach by it of any of the provisions of Sections 1- 4, 9 or 10 of this Agreement would cause serious harm to Questica which could not adequately be compensated for in damages and in the event of a breach by Licensee of any of such provisions, Licensee understands that an injunction may be issued against it restraining it from any further breach of such provisions, but such actions shall not be construed so as to be in derogation of any other remedy which Questica may have in the event of such breach. Nothing in this provision will be deemed to waive or diminish Licensee's own remedies in case of Questica's material breach.

7. TERMS OF SERVICE. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

8. FEES. Licensee agrees to pay the fees as set out in Appendix A. Fees will be due upon Questica's provision of written invoice, including such detail as Licensee may reasonably require to verify the amount invoiced. Questica may invoice Licensee for annual product maintenance no more than 60 days prior to the commencement of the annual product maintenance and support period. If fees are not paid within 30 days of the due date, Questica will be entitled to interest in accordance with the Local Government Prompt Payment Act, Fla. Stat. § 218.70, and may temporarily discontinue product maintenance and support until fees are paid as provided below.

9. PRODUCT MAINTENANCE AND SUPPORT. For the first year of this Agreement, upon paying the Licensee Fee and for each year thereafter, provided that Licensee continues to pay the Product Maintenance and Support Fees in accordance with the fees set out in Appendix A, Questica shall provide the Maintenance and Technical Support Services (the "**Services**") for the Software as outlined in Appendix B, if the Licensee is not otherwise in breach of the provisions of this Agreement. If payment of the annual fee is not received by Questica within the time period referenced in Section 12 below, Questica's obligation to provide the Services shall be terminated. Questica may, in its sole discretion, increase the Annual Product Maintenance or Support Fees, consistent with the limitations on such increases set forth in Appendix A, upon 30 days prior written notice. Questica may elect not to increase these fees in any year, however no such waiver shall preclude Questica from applying the escalation to any subsequent year, and from making the subsequent application as if all subsequent escalation had been duly made over the period since the last increase.

10. IMPLEMENTATION SERVICES. Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C ("Implementation Services"), in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as a result of events beyond Questica's control (including but not limited to Licensee's requests for Custom Work and Licensee's failure to provide sufficient resources to meet Licensee's obligations herein), Questica shall complete Implementation Services within 180 days after the Effective Date, Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, obligation to provide professional services to the Licensee expires the earlier of:

- 1) Completion of the services described in the SOW
- 2) 12 months from the effective date of this Agreement.

11. ACCEPTANCE OF CUSTOM WORK. Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Licensee shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If the Licensee determines that the Customizations are unsatisfactory, then the Licensee shall state in writing the reasons for the determination, including identifying any non-conformance with the Licensee's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Licensee declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations, or once the Licensee has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

12. INVOICING AND PAYMENT. Payment is required in the currency quoted. Terms are Net-30 days from the later of a) the date of receipt of invoice, or b) the invoice date. Questica will invoice the Customer for annual maintenance no sooner than 60 days prior to the commencement of the annual maintenance period. Only activities approved in an approved Scope of Work shall be invoiced. A mutually determined change control mechanism will be used to accommodate modifications to the Scope of Work.

13. TRAVEL COSTS. Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply unless the parties agree otherwise in writing. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

14. CONFIDENTIAL INFORMATION. Each of the Parties shall use reasonable efforts (and, in any event, efforts that are no less than those used to protect its own confidential information) to protect confidential information from disclosure. The Licensee shall disclose confidential information only to its employees or agents who require access to the confidential information for the purpose of this Agreement or as otherwise provided in this Agreement. For the purposes of this Section, "confidential information" means all data information which when it is disclosed by a Party is designated as confidential and shall include the Work and any other proprietary and trade secrets of Questica to which access is obtained or granted hereunder to Licensee; provided, however that confidential information shall not include any data or information which (a) is or becomes publicly available through no fault of the other Party, (b) is already in the possession of the Party prior to its receipt from the other Party, (c) is independently developed by the other Party, (d) is rightfully obtained by the other Party from a third party, (e) is disclosed with the written consent of the Party whose information it is, or (f) is disclosed pursuant to court order, or other legal compulsion. Notwithstanding the provisions above, the term "confidential information" does not include information, disclosure of which is required by Florida's Public Records Law, ch. 119, Florida Statutes.

15. PUBLIC RECORDS. Licensee's disclosure of this Agreement, and any records associated with this Agreement, in accordance with the Florida Public Records, Law, Fla. Stat. § 119.01 et seq., will not be deemed to be a breach by Licensee of this Agreement. In addition:

a. To the extent applicable, Questica will comply with the Florida Public Records Law to the extent applicable, including the following:

(1) Keeping and maintaining public records that the Licensee requires for performance of the service provided herein.

(2) Upon the request of the Daytona Beach City Clerk, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided for in the Public Records Law, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of the work required by a purchase order, and following such completion if Questica fails to transfer such records to the Licensee.

(4) Upon completion of the work, keep and maintain public records required by the Licensee to perform the service. Questica will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Licensee upon request from the City Clerk, in a format that is compatible with Licensee's information technology systems.

IF QUESTICA HAS QUESTIONS REGARDING THE APPLICATION OF THE PUBLIC RECORDS LAW, RELATING TO QUESTICA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, QUESTICA MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone) 386 671-8023
(Email) clerk@codb.us
(Address) 301 S. Ridgewood Avenue
 Daytona Beach, FL 32114

b. Questica acknowledges that the provisions of 15.a. are required to be included in this Contract pursuant to Fla. Stat. § 119.0701(3)(a).

16. TERMINATION. This Agreement is effective as of the Effective Date and shall continue unless and until this Agreement is terminated as described herein. Licensee may terminate this Agreement if Questica is declared insolvent, has assigned this Agreement in violation of the terms and conditions herein, has made an assignment for the benefit of creditors. In addition, if at any time Questica is in material breach of Questica's obligations herein, and such material breach continues or reoccurs after Licensee has provided Questica written notice of the material breach and a demand for cure within a reasonable time (the "Cure Period"), and if such breach continues or reoccurs following the expiration of the Cure Period, Licensee may immediately terminate this Agreement, such termination being effective immediately upon licensee's provision of notice of termination.

After a one year period from the Effective Date, the Licensee may terminate this Agreement at any time for any reason, or no reason, providing their financial obligations to Questica as detailed in the Appendix A have been satisfied and paid in full. If the Agreement is terminated in this manner, no refund will be provided for any maintenance or support services paid in advance. Questica acknowledges

that, if Licensee terminates pursuant to this provision after said one year period and, at the time of termination, Questica has not completed Implementation Services, Questica will be entitled to no compensation for work not yet performed.

In the event that Licensee shall be in breach of any provisions of the Dispute Resolution Section outlined in this Agreement, Questica may provide notice of such breach to Licensee, who shall have thirty (30) days from the date of such notice to cure or rectify the said breach. Should Licensee fail to cure or rectify the said breach in the said thirty (30) days, Questica may terminate this Agreement.

The rights of termination granted in this section 16 shall be in addition to and without prejudice to any other rights and remedies that may be available to the party terminating this agreement, including where applicable, injunction and other equitable remedies.

The provisions of Sections 1-3, 5, 14-18, 23, 24 and 26 herein shall survive the termination of this Agreement.

17. TRANSITION ASSISTANCE. In the event that Licensee has entered into or enters into agreements with other contractors or government institutions for additional work related to the capital or operating Budgeting process, Questica agrees to reasonably cooperate with such other parties. Questica shall not commit any act which will unnecessarily interfere with the work performed by any such third parties.

In the event of termination of this Agreement, Questica agrees that it shall provide reasonable assistance to, and shall not hinder a complete transition of the software functionality being terminated from Questica and its subcontractors to the Licensee, or to any replacement provider designated by the Licensee, without any material interruption of or material adverse impact on the services provided hereunder or any other services provided by third parties. Any additional services requested by Licensee during the transition assistance period shall be provided by Questica at Questica's then-standard rates.

18. NOTICE. Any notice or other communication required or permitted to be given hereunder or for the purposes hereof to any party shall be in writing and shall be sufficiently given if delivered personally to such party, or if sent by prepaid registered mail or if transmitted by facsimile transmissions to such Parties as detailed in the attached Quotation or at such other address or facsimile number as the Party to whom such notice is to be given shall have last notified (in the manner provided herein) the Party giving such notice. Any notice delivered to the Party to whom it is addressed as provided herein shall be deemed to have been given and received on the day it is delivered at such address, provided that if such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice mailed to a Party shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing provided that no postal strike is then in effect or comes into effect within four (4) Business Days after such mailing. Any notice transmitted by facsimile shall be deemed given and received on the day of its transmission if such day is a Business Day and if not, then on the next day that is a Business Day.

19. FORCE MAJEURE. Except as expressly provided otherwise in this agreement, dates and times by which any Party is required to render performance under this agreement or any schedule hereto shall be postponed automatically to the extent and for the period that such Party is prevented from meeting them by reason of any cause beyond its reasonable control (other than lack of funds), provided that the Party prevented from rendering performance notifies the other Party immediately and in detail of the commencement and nature of such cause and the probable consequences thereof, and provided further that such Party uses its reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

20. MEDIA RELEASES. Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, Questica may use the Licensee's name and identify the Licensee as a Questica client in advertising, marketing materials, press releases and similar materials.

21. USE OF EMPLOYEES AND SUBCONTRACTORS. All persons assigned by Questica to perform obligations under this Agreement shall be employees or authorized subcontractors of Questica and shall be fully qualified to work under this Agreement. Questica shall use commercially reasonable efforts to make certain an adequate number of appropriately qualified personnel are employed and available to satisfy its obligations as outlined in this Agreement. Questica represents that its Employees and Subcontractors, including its Project Manager (PM), and any replacement, shall be knowledgeable and experienced in implementing Questica Budget Software and shall direct the efforts in fulfilling Questica's obligations under this Agreement. Questica shall not designate any replacement PM without Licensee's prior written consent, which shall not be unreasonably withheld. Licensee, on a reasonable basis, shall have the right to request the removal and replacement of any of Questica's personnel, including the PM, at any time. Licensee shall notify Questica in writing in the event of the request of such action.

22. EXPORT CONTROL. The Software is intended for distribution only in the United States and Canada. Licensee agrees that it will not directly or indirectly, export or re-export the Software (or portions thereof) to any country, person, entity or end user subject to U.S. or Canadian export restrictions.

23. GOVERNING LAW AND JURISDICTION. The exclusive venue for any litigation arising out of this Agreement will be Volusia County Florida, if in state court, or the U.S. District Court, Middle District of Florida, if in federal court, and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 5 above, the parties attorn to the exclusive jurisdiction of the courts of Florida in respect to this Agreement.

24. MISCELLANEOUS. This Agreement, including all Schedules, Exhibits, and Appendices attached hereto, is the entire agreement between Licensee and Questica pertaining to Licensee's right to use the Work and supersedes all prior or collateral oral or written representations or agreement related thereto. Except as otherwise provided herein, no term or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

25. COOPERATIVE STATEMENT. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided Questica also agrees to do so.

26. HEADINGS; SEVERABILITY. The headings and other captions in this Agreement are for convenience and reference only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in this Agreement. In the event that any provision hereof is found invalid or enforceable pursuant to judicial decree or decision, any such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

27. TIME FOR COMPLETION OF IMPLEMENTATION SERVICES; CONTINUATION OF SUPPORT FOR PRIOR SOFTWARE. Questica shall make all reasonable efforts to have the Implementation Services sufficiently completed to allow for data entry by Licensee's users no later than March 1, 2019, with all reports in place by July 1, 2019; provided, however, that Licensee acknowledges that Questica's capacity to meet this deadline depends in part on Licensee's meeting its obligations in a timely manner as provided in Exhibit C. The existing Fletcher and Fletcher budgeting software will be maintained until the latter of October 1, 2019, or until the Questica system is fully implemented and accepted, including all reports deemed necessary by the Licensee, providing that in no event will the existing Fletcher and Fletcher budgeting software be maintained beyond March 18, 2020.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Agreement on the dates indicated below.

QUESTICA LTD.

By: Allan Booth

Allan Booth, Treasurer

Date: 2-Nov-2018

THE CITY OF DAYTONA BEACH

By: _____

James V. Chisholm, City Manager

Date: _____

Attest: _____

Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____

Robert Jagger, City Attorney

APPENDIX A – FEES – Questica Budget Quote (Upgrade from Fletcher & Fletcher)

Description
Summary Description: The City of Daytona Beach is interested in upgrading from the Fletcher & Fletcher Budgeting solution to Questica Budget and Performance Measures.
Detailed Description: The upgrade will include the following services as further detailed in the Scope of Work (SOW): <ul style="list-style-type: none">• Installation, Configuration, Data Import / Integration, Training, Custom Reporting, User Defined Fields, Project Management An unlimited site license to the following Questica Modules is included in the upgrade proposal: <ul style="list-style-type: none">• Questica Budget Operating, Questica Budget Salary and Position Planning, Questica Budget Capital, Performance Measures, Allocations, Statistical Ledger

Financial Summary

There are no license fees associated with this upgrade; provided the City of Daytona Beach maintains an active support and maintenance agreement. This upgrade will not result in an increase to annual maintenance and support fees previously paid by the City of Daytona Beach for the Fletcher & Fletcher budget software, which were \$24,500; and this will be the annual maintenance fee through March 18, 2020. Annual maintenance fees, for any renewal term after March 18, 2020, shall not increase at a rate greater than three percent (3%) over any prior year's rate.

Implementation services will be billed at a discounted rate of \$150/hr contingent on contract execution by December 31, 2018. This rate will be honored until June 30, 2019, after which, the hourly rate will revert to the then current Questica implementation services hourly rate which is currently \$200/hr. The total fee for implementation services is estimated to be \$75,000, based on a rate of \$150.00/hour for an estimated 500 hours of labor needed to complete such services.

Questica acknowledges that pursuant to Customer's regulations for procurement expenditures, cumulative increases for implementation services of more than \$25,000 over the \$75,000 estimate will require prior authorization from the Daytona Beach City Commission; and if such authorization is not obtained in advance, Questica will not be entitled to cumulative fee increases beyond this amount, whether based in contract or quantum meruit. Questica will be obligated to reasonably inform Customer if at any time Questica has reason to believe that Questica may require fee increases for implementation services that would, in accumulation, exceed \$25,000. All work will be delivered on a time and materials basis. Invoicing will occur on a monthly basis for hours worked in the prior month, terms: net 30.

The table on the following page provides a more detailed estimate of the time required to complete Implementation Services:

[Remainder of page intentionally left blank. Appendix A continues on following page.]

Estimated Professional Services Fees				
Item	Hours	Rate	Total	
Installation & Site Management	22	\$150	\$3,300	
Configuration & Analysis	92	\$150	\$13,800	
Data Migration	60	\$150	\$9,000	
Integrations	120	\$150	\$18,000	
Training*	24	\$150	\$3,600	
Custom Report Preparation	142	\$150	\$21,300	
Project Management	40	\$150	\$6,000	
End-User Training				End user training is not included in the estimate
Go LIVE/Cut Over				Production system will be developed in-situ.
Post-Live Support				Support is included in the annual maintenance fee. Any customizations and custom reports are warranted for 6 months (will be fixed if broken by upgrade).
Professional Services Fees Total	500	\$150	\$75,000	

*This training is limited, "train the trainer" training.

[END OF APPENDIX A]

APPENDIX B – Maintenance and Technical Support Services

(A) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may, from time to time, make available to its Licensees generally (“**Updates**”) but excluding any New Product (a “**New Product**” being a solution which, in Questica’s determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
- II. New applications
- III. Services associated with the application or installation of Updates

Installation of Updates is the responsibility of the Licensee. If requested, Questica will provide assistance in the installation of Updates at its then current rates, including the testing of any site specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

(B) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software, including Questica provided customizations. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Licensee. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software.

(C) **Technical Issue Classifications.** Support calls are classified into the following criteria:

- Priority 1:** Urgent (example: system is unavailable to users) – Support staff immediately ceases any other activity and work towards a solution, and if possible, remain on the phone with the customer until resolved.
- Priority 2:** Important (example: software bug) – Support staff work to resolve the issue within the same business day.
- Priority 3:** Minor (example: minor nuisance or irregularity) – To be considered in the next development cycle – may require a hot fix.

All support issues, customer-needs and suggestions are tracked through our CRM (Customer Relationship Management) tools. All support calls/emails are entered and assigned a tracking number.

A Customer-only Portal is available at www.questica.com to create and track support related tickets. The Portal will eliminate potentially waiting for a phone conversation or trying to describe your issue in an email. The Portal comes with a wealth of online help documentation at your fingertips.

Software issues have the following classifications:

- Low: To be considered in the next development cycle
- Medium: To be considered in the next development cycle
- High: Addressed in the next Build
- Critical (Work Stoppage): Addressed immediately

Service tickets are escalated automatically (to development) via email to ensure all response commitments are met.

(D) Technical Support Service does not include:

- I. Custom programming services;
- II. On-site support;
- III. Software installation or re-installation;
- IV. Update Installation, or data and report updates required to support Updates;
- V. Licensee developed interfaces, API interactions, or customizations;
- VI. Licensee developed reports;
- VII. End-User training or re-training;

- VIII. Licensee hardware issues;
- IX. Correction of data issues derived from user error or Software misuse;
- X. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
- XI. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and
- XII. Changes to integration functionality made necessary due to Licensee server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may, at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Licensee is responsible for all hardware, operating systems, network setup, network maintenance and setup, SSRS maintenance, SQL-Server database maintenance, IIS maintenance and setup, backup strategy, disaster recovery strategy and the use of any file access control systems required in the support of the Software. Licensee may be required to grant Questica certain limited access rights to Licensee's computer systems in order to render Technical Support Services.

Licensee is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. The phone number for Questica Support is 877.707.7755. Customers can email support at support@questica.com. The link to the web portal for entering and tracking issues is <https://questica.itclientportal.com/>

[END OF APPENDIX B]

Scope of Work

Questica Budget Implementation for Daytona Beach, City of (FL)

1. Revision History

Rev.	Date	Authors	Notes/Changes
1	21-Sep-18	P. Labadie	SOW Creation
2	05-Oct-23	City of Daytona Beach	SOW Modifications

2. Scope of Work

In the Scope of Work tables, entries in the column headed “Scope of Work” are defined as follows:

Entry	Meaning
In scope	The task or function is within the scope of work to be undertaken by Questica professional services.
Customer task	The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by The Customer, with such help from Questica as is detailed in the item description.
Not in scope	The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer.

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility and that neither party is in total command of all the resources necessary to achieve objectives within mutually agreed timeframes. However, both Questica and The Customer agree that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so. Delays on the part of The Customer, including putting the project on temporary hold or switching out project team members, may result in a project Change Order to cover restart, rework, rescheduling and retraining. This implementation includes project management for the duration of the implementation (see "Project Management" below).

Initial Data Load

“Data import”, “import workbooks”, “import configuration”, and “initial data load” are synonymous terms referring to the initial migration of data from The Customer's existing systems into Questica. Where this initial data load is to be performed by Questica, the data shall be returned to Questica in Excel workbooks. Questica will supply The Customer with blank workbooks which must be completed according to the defined format and structure.

For the purpose of this Scope of Work, the definition of Division, Department, Costing Centers, Project, Fund, GL Account, and Asset Type shall be that found in the Questica Budget Operating & Capital manuals. The mathematical relationships between these entities shall be those currently supported by Questica Budget and described in the Questica Budget Operating & Capital manuals. The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Salaries, Capital and Performance) where each of these modules is in use. GL Accounts must be categorized as either a revenue or expenditure account. The inclusion of chart of account segments ("chart fields"), other than those mentioned above, will be accommodated where possible but is not guaranteed, and can extend the import timeframe.

The Customer will resolve any inconsistencies in the structures prior to providing them to Questica for import to Questica Budget. Where import data meets these requirements, Questica will populate the Questica Budget database within 10 business days of receiving the import workbooks. Data returned to Questica which violates Questica Budget's data integrity rules will extend this timeframe.

The City's account code structure, described in the table on the following page shall be directly implemented through the Implementation Services system. The parties reasonably anticipate that this structure will be implemented without need for customizations, as it is reflective of the system currently being used in the Springbrook General Ledger and the Fletcher and Fletcher budgeting software. At the completion of Implementation Services, Customer's users will be able to access the accounts using the following account structure to enter and edit the budget. Reports shall utilize the following account structure. Reports which can be filtered shall be filtered by any of the fields within the account structure.

[Remainder of page intentionally left blank. Appendix C continues on following page.]

City of Daytona Beach Account Code Structure	
Segment	Function
First Segment, 3 digits: XXX – Fund number	<ul style="list-style-type: none"> ○ First digit, from 0 to 5, indicates the type of fund ○ 0 = General Revenue ○ 1 = Special Revenue ○ 2 = Debt Service ○ 3 = Capital Project ○ 4 = Enterprise ○ 5 = Internal Service
Second Segment, 6 digits: XXXXXX – Cost Center	<ul style="list-style-type: none"> ○ If the Cost Center is within a Department, then the first 2 digits will signify the Department ○ Cost Center 000000 is only to be used for revenue sources which are not associated with a particular cost center (like taxes); no expenditures ○ The same Cost Center can appear in multiple Funds (generally limited to capital projects and to reserves)
Third Segment, 3 digits: XXX – State Function Code	<ul style="list-style-type: none"> ○ The State Function Code as defined by the State of Florida in their Local Government Accounting Manual. First digit 3 = Revenue; 5 = Expenditure ○ If the account object is a revenue object, then the State Function Code is the first three digits of the object code ○ If the account object is a non-project expenditure object, then the State Function Code is defined by the Cost Center ○ If the account object is a project expenditure object, then the State Function Code is defined by the nature of the project
Fourth Segment, XXXXXX – Account Object	<ul style="list-style-type: none"> ○ Based on the Local Government Accounting Manual. First digit 3 = Revenue; 5 = Expenditure
Fifth Segment, XXXXXX – Project Number	<ul style="list-style-type: none"> ○ If it's not a project related revenue or expenditure, it's 000000 ○ Can be both revenue and expenditure. (For example, a grant project number would appear on both revenue and expenditure.) ○ This project number is also the number used in the capital section ○ The first two digits usually signify the Department. There may be projects that are not defined within a specific Department. ○ Project Numbers are unique. Projects do not cross Funds, Cost Centers, State Function Codes, or Objects. ○ It would be useful, but not required, if we could use alphanumerics in this field. Generally, Finance doesn't assign project numbers until the budget is adopted. So we put something in there that isn't a six digit number until the budget is adopted. At that point, Finance assigns numbers, and we go back and correct the account numbers prior to publishing the final document.

Integrations

“Integration” as used in this Scope of Work refers to the copying of data to and from systems external to Questica Budget.

Questica shall be responsible for providing the software interface into Questica Budget (including data transformations as described by The Customer) and the operational infrastructure required to manage the integration.

The customer agrees to provide Questica with assistance in understanding the nature and location of the data to be integrated and, where required, create, or cause to be created, all necessary sources of data including database queries, delimited files, and/or web services.

Data elements being copied into Questica will be imported provided that the element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be thus matched. Integrations will not create accounts, or segments of the account, where no such account exists in Questica.

While it is likely that Questica can accommodate additional chart of account segments (“chart fields”), and will try to do so, the general ledger integrations are designed to be at the division, department, cost center/project, fund and GL object level. Unless explicitly stated in this Scope of Work, Questica is not obligated to support the integration of additional chart of account segments. Questica shall accommodate reasonable requests for mapping chart fields, to accommodate situations such as legacy account structures, however such mappings are not guaranteed, and complex and arbitrary mappings are not in-scope. Unless specifically listed as a customization, Questica integrations do not include the synchronization of chart of account strings, segments, or combinations; which is to say that the list of funds, GL accounts, costing centers, and projects, etc. is not automatically updated from the general ledger or other external system.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section “2.7. Customizations” of this Scope of Work document. Sections prior to “2.7. Customizations” detail the delivery of standard product functionality and services.

[Remainder of page intentionally left blank. Appendix C continues on following page.]

2.1. Questica Budget Configuration & Shared Components

Functional Area	Description	Scope of Work
Implementation Hosting	Questica will configure production and test versions of Questica Budget during the implementation period. These will be hosted by Questica for a period not to exceed 3 months from the signing hereof.	In scope
Production Hosting	The Customer will provide a server operating environment as follows: <ul style="list-style-type: none"> • Microsoft® Windows Server®: supported versions - 2012, 2012R2 (Standard or Enterprise editions, 32 & 64 bit); • Microsoft Internet Information Server (IIS): component of installed Windows server; • Microsoft SQL Server® and SSRS (SQL Server Reporting Services): supported versions - 2012, 2014, or 2016; • Microsoft .NET Runtime 4.6 installed. The Customer will provide user workstation environments as follows: <ul style="list-style-type: none"> • A web browser: supported browsers - Internet Explorer 10 or newer, Microsoft Edge, Safari latest release (on Mac only), Firefox latest release, Chrome latest release; • Microsoft .NET Runtime 4.6 installed; • Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required); • A ClickOnce browser extension (if self-serve report authoring is required from browsers other than Internet Explorer or Edge). The Customer will provide a technical contact with full security access to the operating environment as well as the authority and proficiency to assist Questica in the configuration of Questica Budget and/or to provide Questica personnel with full VPN access and permissions for the operating environment. 	Customer task
Questica Access To Production Server	Questica implementation & technical staff have full access to the production system for the purpose of system implementation.	In scope
Project Management	Questica will assign a project manager to lead this implementation on Questica's behalf. The role and responsibility of the project manager is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section "2.10.1. Questica Project Management Responsibilities" of this Scope of Work. The project manager will hold no more than 1 standing weekly status meeting, but is available via email and telephone for ad-hoc contact as needed.	In scope
On-Site PM Visits	All work with the Questica project lead(s) will be carried out off-site and contact will be via normal telecommunication channels.	Not in scope
Application Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles. Questica will assist with this task until such time as administrators have received training in the security component of Questica Budget.	Customer task
Single Sign-On	Configure Questica Budget to use The Customer's existing Authentication for user logon.	In scope

Import Configuration ...		
Import Master Configuration Data	Configuration and data import of the following Questica standard data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: <ul style="list-style-type: none"> • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts; • Statistical Account Categories and Statistical Accounts; • Measure Units. 	In scope
Analytics ...		
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope
Administrator Authored Reporting	Questica's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting ; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base "entity" (database table), which can be one of Questica's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on. Questica will be provisioned with a set of useful report entities and sample ad hoc views.	In scope

2.2. Operating Module

The Questica Budget Operating module is included in this installation.

Functional Area	Description	Scope of Work
Optional Features ...	The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. An additional license cost is associated with each add-in.	
Allocations Add-in	The Questica Budget Allocations add-in, to allocate specific budget lines to multiple costing centers. If the Capital module is active then budget lines can also be allocated to projects.	In scope
Statistical Ledger Add-in	The Questica Budget Statistical Leger add-in, to budget for non-general ledger and non-monetary values, rates and quantities within costing centers.	In scope
Configuration ...		
Import Costing Centers	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: <ul style="list-style-type: none"> • Create Costing Centers (for each historical and current/future budget year to be loaded); • Add Costing Centers to Departments consistent with, and shared by, the Capital budget module; • Associate Costing Centers with Funds; • Define Budget Promotion Stages. 	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future budget, with 1 years of future forecast data from data import workbooks:	In scope

	<ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts at the Costing Center level. <p>Questica will carry out a second import of the current/future budget if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live.</p>	
Import Historic Budgets	Import 2 prior years' Operating budgets from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope
Import Actuals Transactions	Import Operating actuals transactions from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature, or use the automated integration once that has been configured.	Customer task
Import Initial Statistical Budget	Import the current/future Operating budget from data import workbooks: <ul style="list-style-type: none"> • Create statistical budget lines items with Statistical Accounts... at the Costing Center level. If not in scope then The Customer will add their budget data manually or using Questica Budget's spreadsheet import feature. 	Customer task
Import Historic Statistical Budgets	Import prior years' statistical budgets from data import workbooks. If not in scope then The Customer can add their historical data manually or using Questica Budget's spreadsheet import feature.	Customer task
Import Statistical Actuals Transactions	Import statistical actuals translations from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature.	Customer task
Integration ...		
Budget Export	<p>Automated facility to transfer the Operating module budget data from Questica Budget to The Customer's Springbrook general ledger at the approved budget object/costing center level on an annual or other basis when invoked by a user.</p> <p>Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.</p> <p>In addition to the limitations noted in the general Integrations section of this Scope of Work; and notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:</p> <ul style="list-style-type: none"> • Questica will create no more than 1 custom export configuration of the approved budget; • No custom user interface will be created for the selective export of sections of the budget; • Exports the entire budget (does not support the export of changes since the last export, such as amendments, which is a separate integration, see "Amended Budget Export" below). 	In scope
Amended Budget Export	Automated facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's Springbrook general ledger, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between	Not in scope

	the two systems and where the Other general ledger cannot be updated by re-running the full export provided in the item in the “Budget Export” item above.	
Actuals Import	<p>Automated facility to transfer actual data from The Customer’s Other general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p> <p>Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure. Notwithstanding items expressly referenced in the “Customizations” section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:</p> <ul style="list-style-type: none"> • Questica will create no more than 1 import configuration of the actual costs transactions; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Imports only actuals transactions, which is to say that it cannot be used to amend the budget. 	In scope

2.3. Salaries Module

The Questica Budget Salaries module is included in this installation.

Functional Area	Description	Scope of Work
Initial Data Load ...	<p>Configuration and data import of standard Questica Salaries data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> • Create positions; • Create salary grades; • Create salary grade steps; • Create modifiers (benefits); • Create employees; • Allocate employees to positions; • Allocate positions to costing centers. <p>For the purpose of the above, the definitions of positions, Salary grades, Salary grade steps, employees and modifiers shall be those found in the Questica Budget Salaries manual. The relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Operating Manual. Questica will carry out a second import of the Salaries module data if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live with the Salaries module.</p>	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope

Create Benefits (Modifiers)	Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, and insurance. If not in scope then The Customer can enter modifiers manually. Note that modifiers are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.	Customer task
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope
Integration ...		
Payroll Actuals Import	Automated facility to transfer actual payroll transactions at the employee/position detail level from The Customer’s payroll system to the Questica Budget Operating module; automatically scheduled, and/or on demand.	Not in scope
HR Data Sync.	<p>Automated facility to synchronize Salaries data between Questica Budget and The Customer’s HR system. Questica shall be responsible for providing the software interface into Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for making available the data to be exported from the HR system, either in CSV formatted files or by ensuring that the standard HR system to Questica Budget integration component is available for extracting data from and updating data within that system. This will be through the export and import of structured files or by providing database interfaces (stored procedures and queries). This integration synchronizes:</p> <ul style="list-style-type: none"> • New, deleted and updated employees; • New, deleted and updated positions; • Changes in employee-position relationships; • Changes in position-costing center relationships. <p>The integration of profiles (bargaining units), grades, steps, pay scales and benefits shall not be included unless expressly referred to in the “Customizations” section of this Scope of Work.</p> <p>Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, the integration of custom chart field items is not included unless expressly set out in the “Customizations” section of this Scope of Work.</p>	In scope

2.4. Capital Module

The Questica Budget Capital module is included in this installation.

Functional Area	Description	Scope of Work
Configuration ...		
Import Projects	<p>Configuration and data import of standard Questica Capital data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> • Create Projects (including closed projects where historical budget is to be loaded); • Add Projects to Departments consistent with, and shared by, the Operating budget module; • Define Project Promotion Stages. The configuration data may optionally contain data necessary to: <ul style="list-style-type: none"> • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics. 	In scope
Initial Data Load ...		
Import Initial Budget	<p>Import the current/future Capital budget, with 5 years of future forecast data from data import workbooks:</p> <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts and Funds ... at the Project level. <p>Questica will carry out a second import of the current/future budget if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live.</p>	In scope
Import Historic Budgets	<p>Import 2 prior years' Capital budgets from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.</p>	In scope
Import Actuals Transactions	<p>Import Capital actuals transactions from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature, or use the automated integration once that has been configured.</p>	Customer task
Integration ...		
Budget Export	<p>Automated facility to transfer the Capital module budget data from Questica Budget to The Customer's Springbrook general ledger or project ledger the approved budget object/costing Summarized level on an annual or other basis when invoked by a user.</p> <p>Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems. In addition to the limitations noted in the general Integrations section of this Scope of Work; and notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:</p> <ul style="list-style-type: none"> • Questica will create no more than 1 custom export configuration of the approved budget; • No custom user interface will be created for the selective export of sections of the budget; 	In scope

	<ul style="list-style-type: none"> Exports the entire budget (does not support the export of changes since the last export, such as amendments, which is a separate integration, see “Amended Budget Export” below). 	
Amended Budget Export	Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer’s Springbrook general ledger (or project ledger), or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the Other target system cannot be updated by re-running the full export provided in the item in the “Budget Export” item above.	Not in scope
Actuals Import	<p>Automated facility to transfer actual data from The Customer’s Other general ledger or project ledger to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure. Notwithstanding items expressly referenced in the “Customizations” section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:</p> <ul style="list-style-type: none"> Questica will create no more than 1 import configuration of the actual costs transactions; A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; Imports only actuals transactions, which is to say that it cannot be used to amend the budget. 	In scope

2.5. Performance Measures

The Questica Budget Performance Measures module is included in this installation.

Functional Area	Description	Scope of Work
Configuration ...		
Measure Categories and Units	Questica will, with the help of The Customer, determine how to configure Performance Measures Categories and Units, establishing those lookup values within the system.	In scope
Import Data ...	Initial Performance Measures imported into Questica Budget from Excel® files (“workbooks”)	
Measures	If not in scope then The Customer will leverage Questica provided training to determine how to enter Performance Measures into the system. Note that Measures are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to create Measures in bulk from Excel® workbooks."	Customer task
Scorecards	If not in scope then The Customer will leverage Questica provided training to determine how to configure Performance Measure Scorecards within the system.	Customer task
Integration ...	<i>If automated import of Measure Actuals is required then a custom interface can be specified in the “Customizations” section of this Scope of Work.</i>	

2.6. Training

Functional Area	Description	Scope of Work
	<p>Questica maintains a substantial set of training courseware online in the Questica Academy. All relevant material on the Academy is available to all users during and after the implementation. Questica's standard training model is to train the trainers and/or advanced users within the Customer's organization in all aspects of the application related to the system delivered. Training is a blend of online courseware and "live" training, either in a classroom or via a web conference. In the case of video training the project manager will field any outstanding questions. Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course. Questica's project manager will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively the Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica. Having received train-the-trainer training, the Customer is responsible for training the "end users", except where explicitly included in scope (below). Note that Questica offers, as a service, the creation of online courseware for end users that is tailored to the Customer's system and processes. The following sections detail the proposed training. The project manager and the Customer will determine the final training plan and topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.</p>	
Training: Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos. This will be delivered in one training session.	In scope
Training: Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommend that users make use of the many online resources to gain expertise in this tool. This will be delivered in one training session.	In scope
Train-the-Trainer: Allocations	"Train the trainer" training in Questica Budget's Allocations feature is delivered via a pre-recorded training video.	Customer task
Train-the-Trainer: Change Requests	"Train the trainer" training in Questica Budget's Change Requests feature is delivered via a pre-recorded training video.	Customer task
Train-the-Trainer: Statistical Ledger	"Train the trainer" training in Questica Budget's Statistical Ledger budgeting feature is part of the Operating training where this optional feature is in scope.	Not in scope
Train-the-Trainer: Operating	"Train the trainer" training in the use of Questica Budget's Operating module. This will be delivered in one training session.	In scope
Train-the-User: Operating	"Train the user" training in the use of Questica Budget's Operating module.	Customer task
Train-the-Trainer: Salaries	"Train the trainer" training in the use of Questica Budget's Salaries module. This will be delivered in one training session.	In scope
Train-the-User: Salaries	"Train the user" training in the use of Questica Budget's Salaries module.	Customer task
Train-the-Trainer: Capital	"Train the trainer" training in the use of Questica Budget's Capital module. This will be delivered in one training session.	In scope
Train-the-User: Capital	"Train the user" training in the use of Questica Budget's Capital module.	Customer task

Train-the-Trainer: Performance Measures	“Train the trainer” training in the use of Questica Budget's Performance module is via pre-recorded training video. In addition, one training session will be held on this topic.	In scope
Train-the-User: Performance Measures	“Train the user” training in the use of Questica Budget's Performance module.	Customer task
On Site ...		
On-Site Training Visits	All in-scope training provided by Questica will be delivered using web conferencing tools. Attendees are able to participate in the training from multiple locations, using their own computer or a shared system (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities.	Not in scope

2.7. Customizations

2.7.1. Custom Business Rules (CBRs), Modifiers, User Interface

This Scope of Work does not include the development of customizations.

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.7.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

The following are included within this Scope of Work:

- Report: Bucket for Custom Reports

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.7.3. Specifications

Before Questica undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Questica shall prepare and sign-off on the detailed specifications (“Specifications”) for the work to be performed.

2.7.4. Change Orders

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

2.7.5. Warranty

Once completed the custom work shall be warranted by Questica in accordance with the “Technical Support Services” section of the Questica Software License Agreement.

2.8. Project Management

2.8.1. Questica Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. The timely delivery of items identified as “In scope” within this SoW.

3. Ensuring that members of The Customer staff are sufficiently educated in the Questica Budget application to understand the implications of initial design decisions.
4. Providing The Customer with timely and detailed descriptions of the items identified as “Customer task” within this SoW.
5. Advising The Customer of expected completion dates for items identified as “Customer task” within this SoW.
6. Advising The Customer of the impact on the expected delivery dates of “Customer task” items when prerequisite customer tasks, such as the completion of data import templates or approval of report specifications, are advanced or delayed.
7. Monitoring the progress of the project and advising The Customer of risks to its on-time completion.
8. Coordinating the completion and approval of change orders.

2.8.2. The Customer Project Management Responsibilities

1. The timely delivery of items identified as “Customer task” within this SoW.
2. Advising The Customer of expected delivery dates for items identified as “Customer task” within this SoW.
3. Ensuring that change orders contain a full specification of the changes required.
4. Ensuring that customizations are fully specified and documented.
5. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.

2.8.3. Project Planning

1. The project plan will be prepared by the Questica project manager in consultation with The Customer’s project manager and team members.
2. The project planning phase will determine whether Questica Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
3. The implementation of each Questica Budget module will involve the following stages:
 - a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
 - b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.
 - c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
 - d. Documentation of the agreed configuration and customizations.
 - e. The preparation of data import templates consistent with the agreed configuration and customizations.
 - f. The completion by The Customer of the data import templates.
 - g. The import by Questica of the data import templates.
 - h. Customer approval of the imported Questica Budget structures and data.
 - i. The creation by The Customer of a technical environment in which Questica Budget can operate.
 - j. The deployment of the Questica Budget application and database on The Customer servers.
 - k. The creation of custom ad hoc models to support the reporting of custom fields.
 - l. Training in the use of ad hoc modeling for n/a
 - m. Determination of custom reporting requirements that cannot be met by the standard reports and the use of Report Builder 3.0.
 - n. The preparation of change orders and specification for any custom reports not detailed in this Scope of Work.
 - o. The development by Questica of any required custom reports detailed in this Scope of Work.
 - p. The testing and acceptances of custom reports and report views.
 - q. The deployment of custom reports and report views.
 - r. The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.

- s. The development by The Customer of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.
- t. The development by Questica of:
 - i. integration components which transform budget data prior to updating the financial system;
 - ii. integration components which transform actual result data prior to updating the Questica Budget database;
 - iii. integration components required to initiate the execution of integrations.
- u. The deployment of all integration components.
- v. The testing and acceptance by The Customer of the integration components.

2.9. Customer Resources

- 1. The requirement for Customer resources is variable with:
 - a. The duration of the project.
 - b. The degree of internal Customer consultation.
 - c. The level of internal Customer agreement.
 - d. The number of customizations.
 - e. The familiarity of Customer staff with the SQL Server environment.