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VENTYX SUPPLY CONTRACT

BETWEEN

VENTYX INC

AND

CITY OF HOUSTON

VENTYX INC.

AND

CITY OF HOUSTON  
INDEX OF CONTENTS

CONTRACT TERMS AND CONDITIONS

EXHIBIT A: STATEMENT OF WORK

EXHIBIT A-1: PROJECT SCHEDULE

EXHIBIT A-2: DELIVERABLES LIST

EXHIBIT A-3: CONTRACT PRICE AND PAYMENT SCHEDULE

EXHIBIT B: SPECIFICATIONS, AND INTERFACE CONTROL DOCUMENT(S)

EXHIBIT C: VENTYX SOFTWARE MAINTENANCE AND SUPPORT TERMS  
AND CONDITIONS

C-1: SOFTWARE TO BE MAINTAINED AND SUPPORTED

C-2: PRICE AND PAYMENT SCHEDULE

EXHIBIT D: CONTRACTOR CERTIFICATION OF NO SAFETY IMPACT  
POSITIONS

EXHIBIT E: DRUG POLICY COMPLIANCE DECLARATION

EXHIBIT F: EQUAL EMPLOYMENT OPPORTUNITY

COH - WORK FORCE MANAGEMENT SYSTEM

DATE: FEBRUARY 25, 2008

STATEMENT OF WORK – PROJECT ENHANCEMENTS TO INSTALLED ADVANTEX R5.4.1

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CONTRACT TERMS & CONDITIONS

BETWEEN

VENTYX INC.

AND

CITY OF HOUSTON

CONTRACT TERMS & CONDITIONS

CONTENTS:

<u>Clause No.</u>	<u>Title</u>
--	PARTIES
1	DEFINITIONS
2	TERMS OF PAYMENT
3	CONTRACTOR'S OBLIGATIONS
4	INDEMNIFICATION AND INSURANCE
5	CITY'S OBLIGATIONS
6	THE PREMISES
7	CONNECTION TO NETWORK
8	PROJECT SCHEDULE
9	PREPARATION AND APPROVAL OF THE SOLUTION DESIGN DOCUMENT
10	DELIVERY AND INSTALLATION OF EQUIPMENT AND SOFTWARE
11	SUBCONTRACTORS
12	DRUG ABUSE AND DETERRENCE
13	GRANT OF LICENSE
14	OPERATING MANUALS
15	TRAINING
16	CHANGE REQUESTS
17	EXTENSION OF TIME FOR COMPLETION
18	DELAYS BY CITY
19	WARRANTY
20	PATENT, DESIGN AND COPYRIGHT INDEMNITY
21	LIMITATION OF LIABILITY
22	ASSIGNMENT AND SUB-CONTRACTING
23	RETENTION OF TITLE AND RISK
24	WAIVER
25	TERM AND TERMINATION
26	CONFIDENTIALITY
27	SPARES
28	FORCE MAJEURE
29	APPLICABLE LAWS
30	NON-SOLICITATION
31	NOTICES
32	INVALIDITY AND SEVERABILITY
33	NO AGENCY
34	NO USE BY NUCLEAR FACILITY
35	ENTIRE AGREEMENT
36	INTERLOCUTORY REMEDY
37	EXPORT
38	LANGUAGE
39	THIRD PARTY BENEFICIARY
40	DISPUTE RESOLUTION
41	COUNTERPARTS

CONTRACT TERMS & CONDITIONS

THIS CONTRACT is made between:

(1) The "Contractor":

Ventyx Inc.  
3301 Windy Ridge Parkway  
Atlanta, GA 30339

AND:

(2) The City of Houston, the "City", a home rule city governed by the City Charter and the laws of the State of Texas

WHO HEREBY AGREE as follows:

1 DEFINITIONS

In this Contract (unless the context otherwise requires) the following terms have the following meanings:

"Change Request" shall mean the document requesting changes to the system post Contract signature, raised under the change control procedure described in clause 16.

"City" shall mean the City of Houston, Texas.

"City Requirements Document" shall mean the mutually approved document that identifies key requirements that serve as input into the Solution Design Document.

"Completion Date" shall be the date set out in the Project Schedule, scheduled for the Acceptance Date.

"Control Centre" shall be the place from which the City normally communicates with its vehicles.

"Contract" shall mean this Contract and all Schedules hereto, including their respective Exhibits.

"Contractor" shall mean the Ventyx entity designated above which is the Contractor responsible for carrying out the Works and shall include the Contractor's successors and assigns.

"Contract Price" shall mean that sum specifically set out in Exhibit A-3 together with any additions thereto or deductions therefrom agreed in writing under the Contract.

“CPI” means at the time of the calculation is required, the percentage increase in the United States Consumer Price Index for all Urban Consumers for the All Items, not seasonally adjusted, for the most recent twelve-month period ending prior to the Maintenance Term renewal invoice date.

“Deliverable Documentation” shall mean all the documentation listed in the Statement of Work which is produced by the Contractor during the course of the Contract and supplied to the City for inclusion in the Works.

“Deliverables List” shall mean Exhibit A-2.

“Equipment” shall mean all hardware and equipment purchased by the City from the Contractor, for inclusion in the Works, as specifically described in the Deliverables List as a Contractor Deliverable.

“Installation Verification” shall mean the installation and demonstration of the Service Suite Template Software upon a City’s environment, which may not be the final Production installation.

“Payment Schedule” shall mean the timing of the payments made by the City to the Contractor of the Contract Price, as provided by Exhibit A-3.

“Premises” shall mean the place or places other than the Contractor's premises to which the Equipment and Software are to be delivered or where Works are to be done including but not limited to the City's vehicles.

“Project Schedule” shall mean the timing and sequence of events agreed between the City and Contractor for performing their obligations under the Contract attached as Exhibit A-1, which may only be amended by mutual agreement of the parties.

“Site Software Installation” shall mean the installation of the City’s configured version of the Service Suite WFMS.

“Solution Design Document” shall mean the mutually approved document set that describes the Service Suite WFMS solution, which includes the Technical Environment Specification and may include a City Configuration Design and an Integration Architecture Specification.

“Software” shall mean all Ventyx Software and Third Party Software specifically set out in the Deliverables List.

“Specifications” shall mean Ventyx Software functional specifications.

“Statement of Work” shall mean the definition and list of Works to be provided by the Contractor to the City, (together with all services to be performed by the City), the responsibilities of the parties in the performance of the various project tasks, and the assumptions relied upon by the Contractor in providing the Equipment,

Software and Works attached as Exhibit A to this Contract. Exhibit A-1 shall be the Project Schedule. Exhibit A-2 shall be the Deliverables List. Exhibit A-3 shall be the Contract Price and Payment Schedule. Additional Statements of Work may be agreed to by the parties to be performed under this Contract from time to time.

“Sub-Contractor” shall mean any person, firm or company to whom any part of the Contract has been sub-let to, by the Contractor, in accordance with the Contract and the Sub-Contractor’s successors and permitted assigns.

“Supervising Officer” shall mean the person for the time being or from time to time duly appointed by the City and notified in writing to the Contractor, to act as the City’s representative for the purpose of the Contract.

“Technical Environment Specification” shall mean the mutually approved document that defines the hardware and software environment that will be established for the installation and testing of the City’s Service Suite WFMS. This document shall form part of the Solution Design Document.

“Technical Specification” shall mean the Service Suite Technical Specification document that matches the release of the Service Suite Software to be delivered under this Contract, as defined in Exhibit A-2.

“Template Software” shall mean the pre-configured vertical market example of the Service Suite Software used to demonstrate baseline operational capabilities of the packaged software.

“Test Case Document” shall mean the mutually approved document that identifies the test cases that will be executed.

“Third Party Software” shall mean all software, associated documentation and materials proprietary to a third party and distributed by the Contractor to the City for inclusion in the Works.

“Ventyx Software” shall mean all software in executable code, associated documentation, interface control documents, and materials proprietary to the Contractor or its affiliated entities, and provided by the Contractor to the City under this Contract, in modified or unmodified form, including all modifications and interfaces made thereto as part of the Works.

“Ventyx Software Maintenance and Support Terms and Conditions” shall mean the terms and conditions governing the provision of maintenance and support by Contractor to City upon the Effective Date as that term is defined in Exhibit C, attached as Exhibit C to this Contract, for the Software expressly set out in Exhibit C-1.

“Works” shall mean and include the supply, delivery, installation and testing of the Equipment and Software and training services, as specifically described in the Statement of Work.

## 2 TERMS OF PAYMENT

2.1 City shall pay Contractor the Contract Price according to the Payment Schedule.

The parties agree that from January 28, 2008 to the date this Contract is countersigned by the City Controller, Contractor performed services similar to those set out in this Contract at the City’s request and in reliance on the City’s representations that a contract would be executed to pay for the services, that the services were not covered under any contract in existence during that time and that the Contract Price is a fair market value for these services.

Without admitting liability of any kind, the City now wishes to compromise and settle all claims Contractor may have arising out of the City’s alleged failure to pay Contractor for these services and the parties recognize such compromise as consideration and an inducement to enter into this Contract. Therefore, the City shall pay and Contractor shall accept payment for all pre-contract services the Contract Price specified herein to settle this claim between them. In consideration of the City’s agreement to pay this amount, Contractor releases and discharges the City from all claims of any nature Contractor might make, now or in the future, arising out of the City’s alleged failure to pay Contractor for any Contractor provided services before the effective date of this Agreement.

2.2 Applications for payment or invoices in respect of all charges and payments due to Contractor shall be settled by the City within 30 days of receipt by the City of an application for payment or invoice from Contractor. City shall provide Contractor with City’s invoicing address and content requirements.

2.3 If the payment of any sum due under the Contract is delayed beyond 30 days after receipt by the City, the Contractor, in addition to all other remedies, shall be entitled to charge interest at 1% per month (12% per annum) during the period of the delay.

2.4 The Contract Price shall be exclusive of any and all applicable sales, use and services taxes, value added tax, withholding taxes, other taxes, duties, levies of any kind, in any jurisdiction, other than income taxes properly payable by Contractor. These excluded amounts shall be paid for by the City.

2.5 The Contract Price is exclusive of all travel and living expenses of the Contractor in performing its obligations under this Contract. Such expenses shall be billed by the Contractor for payment by the City on a monthly basis.

2.6 The Contractor shall be entitled to retain all funds paid to the Contractor by the City in the event that this Contract is terminated by a default of the City, in addition to any claims the Contractor may have against the City.

2.7 LIMIT OF APPROPRIATION

2.7.1 The City's duty to pay money to Contractor for any purpose under this Agreement is limited in its entirety by the provisions of this Section.

2.7.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$593,575 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies.

2.7.3 The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor and, where in excess of the amount specified in Paragraph (4) below, approved by motion or ordinance of City Council in substantially the following form:

**"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"**

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE:[Date of notice]

SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$\_\_\_\_\_, upon the request of the below-signed Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Contract, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$\_\_\_\_\_.

SIGNED:

(Signature of the City Controller)

City Controller of the City

REQUESTED:

(Signature of the Director)

Director

2.7.4 City Council delegates to the Director the authority to approve up to \$1,021,318 in supplemental allocations for this Agreement without returning to Council.

2.7.5 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

### 3 CONTRACTOR'S OBLIGATIONS

3.1 The Contractor shall carry out the Works which shall include the provision of the Equipment, Software and activities designated as Contractor's obligations, as described in the Contract and in the Statement of Work.

### 4. INDEMNIFICATION AND INSURANCE

**4.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:**

- (1) CONTRACTOR" AND/OR ITS AGENTS' EMPLOYEES', OFFICERS', DIRECTORS" CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**

**(3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

**CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO THE AMOUNT THE CITY PAYS CONTRACTOR UNDER THIS AGREEMENT. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

**4.2 INDEMNIFICATION PROCEDURES**

4.2.1 Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

4.2.2 Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

4.3. Insurance

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Worker's Compensation must name the City as an additional insured. (1) The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance:
  - \$500,000 per occurrence; \$1,000,000 aggregate
- (2) Worker's Compensation including Broad Form All States endorsement:
  - Statutory amount
- (3) Professional Liability
  - \$1,000,000 per occurrence; \$1,000,000 aggregate
- (4) Automobile Liability insurance
  - \$1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy.  
Aggregate Limits are per 12-month policy period  
unless otherwise indicated.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City. If insurance coverage is cancelled, materially changed or nonrenewed, Contractor shall notify City and Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or nonrenewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

## 5 CITY'S OBLIGATIONS

5.1 The City shall carry out all obligations imposed upon the City as set out in this Contract and in the Statement of Work.

5.2 The City shall appoint a suitably qualified person to act as the City's representative for the purposes of the Contract. The Supervising Officer shall be the single point of contact for the Contractor as far as obtaining any necessary approvals, consents, and permissions.

5.3 Should there be any material alteration to the Works it is the responsibility of the City to inform the Contractor in writing without unreasonable delay and to implement the change control procedure referred to in clause 16 below.

5.4 The City shall, when requested to do so (free of charge) promptly supply the Contractor with and allow the Contractor to have complete and prompt access to all technical and other information within its possession and its staff so far as is necessary for the Contractor to perform its obligations under this Contract.

5.5 The City shall, when required to do so, approve any documents issued by the Contractor or specify the changes that they wish to make. The City shall do this within a reasonable timeframe so as not to delay the obligations of the Contractor.

## 6 THE PREMISES

### 6.1 Preparation and Provision

6.1.1 The City shall prepare the Premises for the Works, and provide (free of charge):

- (i) a suitable supply of electric current and such other mains services;
- (ii) all other required electrical and mechanical items and fittings (other than the Equipment and Software);
- (iii) such facilities and environmental conditions and other items as described in the Statement of Work;
- (iv) sufficient space for the Contractor's engineers to work during the installation, commissioning and testing of the Software;
- (v) secure storage space for the Contractor's sole use as may be reasonably required; and

- (vi) a separate telephone line, email line and fax line reserved for the Contractor's use (and all charges for calls, messages and faxes made thereon).

6.2. The City at its own expense shall ensure that such preparation and provision are made in accordance with the Statement of Work and the Project Schedule.

### 6.3 Access

6.3.1 The City shall afford to the authorized personnel of the Contractor with prior agreement, access to the Premises as may be necessary for the inspection thereof and for the execution of the Works, provided always that the Supervising Officer shall have the right to refuse to admit to, or order the removal from, the Premises of any person employed by or acting on behalf of the Contractor or Sub-Contractor who, in the reasonable opinion of the Supervising Officer, is not a fit and proper person to be on the Premises. Action taken under this Clause and the Supervising Officer's reasons therefor, shall forthwith be confirmed in writing to the Contractor by the Supervising Officer and shall not relieve the Contractor of its obligations under the Contract.

## 7 CONNECTION TO NETWORK

7.1 Where the Equipment is to be connected to a telecommunications network or circuit run under statutory license by a public or private telecommunications operator, it is:

- (a) the City's responsibility at its expense to obtain approval for the connection and any additional cost incurred in modifying the Equipment and Software to obtain such approval shall be borne by the City, and to make arrangements for connections to be made; and
- (b) the City's responsibility thereafter to sign any contract for the connection to be made, to pay any connection charge and to comply with any conditions relating to the connection.

## 8 PROJECT SCHEDULE

8.1 The obligations of the respective parties shall be carried out in accordance with the time schedule set out in the Project Schedule.

## 9 PREPARATION AND APPROVAL OF THE SOLUTION DESIGN DOCUMENT

9.1 The Contractor and the City will work together to determine the contents of the Solution Design Document which will be drafted by the Contractor. The City shall provide to the Contractor all information and other documents reasonably requested by the Contractor for this purpose. The Solution Design Document describes the

City's configuration of the Ventyx Software for the purposes of this Contract and takes precedence over the Specifications. Any configuration changes that cannot be contained in the Solution Design Document require customization by the Contractor at a mutually agreed to price and schedule with the City.

9.2 Upon completion of the Solution Design Document, the Contractor shall submit the same for approval by the City.

9.3 The City shall, on the schedule set out in the Project Schedule, either approve the Solution Design Document or respond to the Contractor with such comments and/or requests or amendment as it shall reasonably judge appropriate. If the City fails to approve the Solution Design Document or respond with comments and/or requests for amendment within the period provided for such response in the Project Schedule, the City shall be deemed to have approved the Solution Design Document.

9.4 The Contractor shall take account of all reasonable comments and/or requests for amendment received from the City pursuant to clause 9.3 above and shall incorporate the same in a revised version of the Solution Design Document to be prepared and delivered to the City as soon as is reasonably possible.

9.5 The Contractor and City agree to use all reasonable endeavors to complete the process of approval of the Solution Design Document by the date set out in the Project Schedule.

## 10 DELIVERY AND INSTALLATION OF EQUIPMENT AND SOFTWARE

10.1 Contractor shall install the Equipment and Software at the Premises in accordance with the time schedule set out in the Project Schedule.

10.2 The Contractor shall be responsible for the delivery of the Equipment and Software to the Premises, but the City shall receive them thereon and shall provide all labour, materials and plant required for the off-loading and placing in position of the Equipment and Software. The City shall be responsible for the safe custody and insurance of the Equipment and Software and the Contractor's other Equipment from the time of delivery.

## 11 SUBCONTRACTORS

Contractor will not subcontract any of the work to be performed herein.

## 12 DRUG ABUSE DETECTION AND DETERRENCE

12.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited.

12.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "D".

12.3 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

### 13 GRANT OF LICENSE

13.1 The Contractor shall be responsible for providing all Software and associated Deliverable Documentation described in the Statement of Work for operation of the Equipment in accordance with the Contract.

13.2 Upon delivery of the Ventyx Software to the City, Contractor grants to the City a non-exclusive, personal, non-transferable, non-assignable license of indefinite term to use the Ventyx Software on the computer equipment listed in the Technical Environment Specification, at the Premises or other location set out in the Technical Environment Specification, in the quantities set out in the Deliverables List, for internal business purposes, subject to the conditions and limitations contained in this Contract. The City shall not be permitted to use the Ventyx Software and the Third Party Software in any timeshare, rental or service bureau arrangement. The City may use the Ventyx Software on alternate computer equipment while the designated computer equipment is temporarily inoperable, provided that such equipment is of the same type as listed in the Technical Environment Specification, provided all copyright notices and trademarks are reproduced. The Contractor grants to the City the right to customize the user documentation and help files of the Ventyx Software solely for the City's own internal use, provided that the City reproduces all of Contractor's copyright notices and trademarks on the resulting documentation and files and further provided that Contractor shall retain ownership of such documentation and files.

13.3 Any right and license to use Third Party Software and any applicable warranty conditions, are specified in the license agreement to be entered into by the City with the third party provider of such Third Party Software, which shall be the shrink wrap license or written sub-license of the proprietary owner of the Third Party Software. If and only if Contractor is sub-licensing such Third Party Software for City's use, this Contract will govern such use, which shall incorporate by reference any terms and conditions required by the third party provider of the Third Party Software. Contractor shall have the right to invoice City upon delivery of such Third Party Software to City in accordance with the Payment Schedule. City is

prohibited from using Third Party Software otherwise than in conjunction with City's use of Ventyx Software.

13.4 Nothing herein shall permit City to reverse engineer, disassemble or decompile any Software or prepare derivative works thereof except solely to the extent a license is expressly granted to modify the Ventyx Software user documentation and help files pursuant to Section 13.2 hereinabove. City shall not copy, (except for archival and backup purposes) transfer, display or use the Software except as expressly authorized in this Contract. All proprietary and intellectual property rights, title and interest including copyright in and to the original and all copies of the Ventyx Software and the documentation or any changes or modifications made to the Ventyx Software or related documentation shall be and remain that of Contractor or Contractor's licensor as the case may be. All proprietary and intellectual property rights, title and interest including copyright in and to the original and all copies of the Third Party Software and the documentation shall be and remain that of the owner of the Third Party Software. City has no proprietary and intellectual property rights, title or interest in or to any Software or related documentation except the non-exclusive license to use as granted herein or in the Third Party Software license agreement, as the case may be, and City shall not at any time whether before or after the termination of this Contract contest or aid others in contesting, or doing anything which otherwise impairs the validity of any proprietary and intellectual property rights, title or interest of Contractor in and to any Ventyx Software or related documentation, or the owner of the Third Party Software in and to the Third Party Software or related documentation. This clause shall survive termination of this Contract for any reason whatsoever.

13.5 The City may use the Software only up to the licensed number of users, and subject to the express terms of the license granted in this Contract and Third Party Software licenses. The specific number of users and servers permitted to use the Software is set out in the Statement of Work (and if omitted shall be deemed to be one for both).

13.6 The Contractor shall not be responsible for the cost of any new operating system, Third Party Software, computer equipment, Equipment, additional Software or Works which may be required if any operating system or Third Party Software becomes obsolete, through, for example, the abandonment of support and maintenance for any version or release of any such item.

13.7 If City discontinues use of the Software or in the event of termination of this license agreement by either party, City shall immediately return to Contractor all Software and any copies thereof and certify in writing to Contractor that City has done so.

13.8 The Contractor may, at any time during the term of this Agreement and with seven (7) days prior written notice, request and gain access to City's premises subject to City's security procedures, for the limited purpose of conducting an audit to determine and verify that City is in compliance with these terms and conditions.

City shall promptly grant such access and cooperate with the Contractor in the audit. The audit shall be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose and not disrupt City's operations. City shall be liable for promptly remedying any underpayments revealed during the audit. If the audit reveals a discrepancy in excess of five per cent (5%), City shall also be liable for the costs of the audit.

13.9 Contractor will deposit the source code for the baseline general release of the Ventyx Software in an escrow account maintained at Iron Mountain Intellectual Property Management ("Iron Mountain"), Atlanta, Georgia (the "Escrow Agent"), pursuant to an agreement between the Escrow Agent and Contractor (the "Escrow Agreement").

In addition:

(a) Contractor represents that it will, from time to time, deposit into the escrow account copies of source code for new baseline general releases and baseline versions of the Ventyx Software.

(b) Contractor or Contractor's trustee in bankruptcy shall authorize the Escrow Agent to make and release a copy of the applicable deposited materials to City upon the occurrence of any of the following events uncorrected for more than thirty (30) days:

- (i) entry of an order for relief under Title 11 of the United States Code;
- (ii) the making by Contractor of a general assignment for the benefit of creditors;
- (iii) the appointment of a general receiver or trustee in bankruptcy of Contractor's business or property; or
- (iv) action by Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, Contractor (including its receiver or trustee in bankruptcy) provides to City adequate assurances, reasonably acceptable to City of the continuing ability and willingness to fulfill its maintenance obligations under this Agreement; or
- (v) Contractor has ceased its on-going business operations or that portion of its business operations relating to the sale, licensing and maintenance of the Ventyx Software.

(c) In the event of release of the source code under the Escrow Agreement, City agrees that it will treat and preserve the source code and related documentation as a trade secret of Contractor in accordance with the same precautions adopted by Contractor to safeguard its own trade secrets against unauthorized use and

disclosure and in all cases at least with a reasonable degree of care. Release of the source code under the Escrow Agreement shall not extend to City any greater rights or lesser obligations than are otherwise provided or imposed under this Agreement.

(d) Contractor agrees to pay the costs of setting up the escrow account, as well as the annual maintenance fee for the account. In the event that Contractor agrees to deposit a customized version of the source code in escrow, City shall pay the costs of setting up the escrow account, including Contractor's fixed price professional services fees for preparation of the deposit, as well as the annual maintenance fee for the account. All invoices for escrow account fees shall be paid by City within thirty (30) days of the date of the invoice.

(e) City may terminate the escrow account at any time, without cause, upon thirty (30) days written notice to Contractor, provided that City has paid any outstanding escrow account fees. Contractor may terminate the escrow account, should City breach any term of this Agreement, as the same may be amended, including non-payment of escrow account fees and such breach is not cured by City within a thirty (30) day cure period after notice of breach is provided by Contractor. Upon any termination of the Agreement, the escrow account shall automatically be terminated by Contractor.

#### 14 OPERATING MANUALS

14.1 The Contractor shall supply to the City all operating manuals and other documentation listed in the Statement of Work. If the operating manuals and documentation need updating or replacing the Contractor shall supply such updates or replacements to the City at reasonable prices. The Contractor shall not be responsible for updating any modifications or customizations made to the Ventyx Software user documentation and/or help files by the City pursuant to Section 13.2 hereinabove, and any documentation updates provided by the Contractor shall be for the standard user documentation and help files.

#### 15 TRAINING

15.1 The Contractor shall provide training and instruction in the use of the Equipment and Software for the City's personnel in accordance with the Statement of Work. The City shall be responsible for paying any travel or accommodation expenses incurred by the City's personnel attending such training and instruction.

#### 16 CHANGE REQUESTS

16.1 Either party may at any time during the Contract propose to the other party any reasonable revision to the Project Schedule including the Completion Date and/or any reasonable alteration or addition to or omission from the Works or any part thereof (a "Change Request"). Change Requests shall be processed in accordance with the procedure set out in the Statement of Work. Irrespective of whether the parties agree to proceed with the modifications or not, the Contractor

shall be entitled to levy additional charges in respect of time spent in evaluating a Change Request proposed by the City, and where evaluation of the Change Request has caused a delay in the implementation of the Works the Contractor shall be entitled to make such extension to the Project Schedule as it shall reasonably judge necessary.

16.2 Upon mutual agreement of the parties, new projects to be implemented by the Contractor for the City can be conducted by way of this Change Request process (and if agreement is reached, a new Statement of Work and new Specifications will be incorporated into this Contract, and a new exhibit of items maintained and supported and a new price list will be attached to the Maintenance and Support Agreement).

16.3 The Director of the City's Department of Public Works is authorized to execute Change Requests for the City costing less than \$50,000.00. City council approval shall be required for Change Requests costing \$50,000.00 or more. All Change Requests are subject to allocated funds provisions of Section 2.

## 17 EXTENSION OF TIME FOR COMPLETION

17.1 If the Contractor shall have been delayed or impeded by any act or omission of the City or default by the City of any of its obligations under the Contract or any circumstances beyond the reasonable control of the Contractor, and providing the Contractor shall without unreasonable delay have notified the City in writing of such delay or impedance, the Supervising Officer shall grant the Contractor in writing such extension of time as may be reasonable and all affected milestones in the Project Schedule, including the Completion Date, shall be amended accordingly.

## 18 DELAYS BY CITY

18.1 In addition to the extension of time provided for in clause 17, all additional direct expenses reasonably incurred by Contractor in delivering the Equipment and the Software and in performing the Works (including all internal margins on same), due to delays attributable to the City shall be reimbursed by the City to the Contractor.

## 19 WARRANTY

19.1 The Contractor warrants that the Ventyx Software will be in substantial conformance with the Specifications.

19.2 The above warranty is given by the Contractor to the City subject to the following conditions:

19.2.1 The Contractor should be under no liability in respect of any defects in the Equipment or Software arising from a drawing, design, or specification supplied by the City;

19.2.2 The Contractor shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total Contract Price has not been paid by the due date for payment;

19.2.3 The above warranty does not extend to Third Party Software or Equipment or telecommunications networks, in respect of which the City shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer or network provider directly to the City, or to the Contractor which is permitted to be passed through to the City.

19.3 Upon the Effective Date as defined in Schedule C, the City shall be responsible for all costs related to the maintenance and support of the Equipment and Software. The Contractor shall maintain and support the Ventyx Software under the Ventyx Software Maintenance and Support Terms and Conditions, provided the fees due to the Contractor under these terms and conditions are paid in full to Contractor.

19.4 For certainty, the City shall be responsible for meeting the costs of all required updates and on-going licenses for any Third Party Software supplied as part of the Works, including all operating system software. No Third Party Software shall be maintained or supported by the Contractor unless it is listed in Exhibit C-1. The City shall contract directly with a service provider for maintenance and support of any and all Third Party Software. No Equipment shall be maintained or supported by the Contractor unless it is listed in Exhibit C-1. The City shall contract directly with a service provider for the maintenance and support of any and all Equipment. In the event that the parties expressly agree in Exhibit C-1 to this Contract that Third Party Software and/or Equipment is to be supported and maintained by the Contractor, Contractor shall not be liable to City if any of these third parties default in their respective support obligations to the Contractor, and all increases in pricing of licenses and services or otherwise for such support and maintenance shall be passed by the Contractor through to the City (which the City shall forthwith pay to the Contractor in full).

19.5 OTHER THAN THE WARRANTY EXPRESSLY PROVIDED IN THE CONTRACT, ANY AND ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, AS TO THE WORKS, THIRD PARTY SOFTWARE, EQUIPMENT, AND TELECOMMUNICATIONS NETWORKS. WITHOUT LIMITING THE ABOVE, CONTRACTOR DOES NOT WARRANT THAT THE OPERATION OF Ventyx SOFTWARE SHALL BE FREE FROM INTERRUPTION OR ERRORS WHICH DO NOT ADVERSELY IMPACT THE VENTYX SOFTWARE'S WRITTEN WARRANTED FUNCTIONALITY, OR THAT ALL ERRORS WILL BE CORRECTED.

## 20 PATENT, DESIGN AND COPYRIGHT INDEMNITY

20.1 The Contractor shall fully indemnify the City against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any patent, registered design or copyright of any third party occasioned by the normal use or proper possession of the Ventyx Software supplied by the Contractor under the Contract, subject to the following conditions:

- (i) The City shall promptly notify the Contractor in writing of any alleged infringement of which it has notice;
- (ii) The City must make no admissions without the Contractor's consent; and
- (iii) The City, at the Contractor's request and expense shall allow the Contractor to conduct and/or settle all negotiations and litigation and shall give the Contractor all reasonable assistance. The costs incurred or recovered in such negotiations or litigation shall be for the Contractor's account.

20.2 If at any time any allegation of infringement of any patent, registered design or copyright is made in respect of the Ventyx Software or in the Contractor's reasonable opinion is likely to be made, the Contractor may at its own expense modify or replace the Ventyx Software, without detracting from overall functionality, so as to avoid the infringement.

20.3 The Contractor shall have no liability to the City in respect of any of the things described in clause 20.1 if the same results from any unauthorised use, alteration, modification or adjustment to the Ventyx Software without the prior written consent of the Contractor.

## 21 LIMITATION OF LIABILITY

21.1 THE FOLLOWING PROVISIONS SET OUT THE CONTRACTOR'S ENTIRE LIABILITY (INCLUDING ANY LIABILITY FOR THE ACTS AND OMISSIONS OF ITS EMPLOYEES) TO THE CITY, AND CITY'S SOLE REMEDY, IN RESPECT OF:

21.1.1 ANY BREACH OF ITS CONTRACTUAL OBLIGATIONS ARISING UNDER THE CONTRACT; AND

21.1.2 ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT AND THE CITY'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 21.

21.2 ANY ACT OR OMISSION ON THE PART OF THE CONTRACTOR FALLING WITHIN CLAUSE 21.1, 21.1.1 AND 21.1.2 ABOVE SHALL FOR THE PURPOSE OF THIS CLAUSE 21 BE KNOWN AS AN "EVENT OF DEFAULT".

21.3 THE CONTRACTOR'S ENTIRE LIABILITY AND CITY'S SOLE REMEDY IN RESPECT OF ANY EVENT OF DEFAULT SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AGGREGATE OF THE CONTRACT PRICE ACTUALLY PAID BY THE CITY TO THE CONTRACTOR.

21.4 THE CONTRACTOR SHALL NOT BE LIABLE TO THE CITY IN RESPECT OF ANY EVENT OF DEFAULT FOR LOSS OF PROFITS, GOODWILL OR ANY TYPE OF SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING LOSS OR DAMAGE SUFFERED BY THE CITY AS A RESULT OF AN ACTION BROUGHT BY A THIRD PARTY) EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR THE CONTRACTOR HAD BEEN ADVISED OF THE POSSIBILITY OF THE CITY INCURRING THE SAME.

21.5 IF A NUMBER OF EVENTS OF DEFAULT GIVE RISE SUBSTANTIALLY TO THE SAME LOSS THEN THEY SHALL BE REGARDED AS GIVING RISE TO ONLY ONE CLAIM UNDER THIS CONTRACT.

21.6 THE CITY HEREBY AGREES TO AFFORD THE CONTRACTOR NOT LESS THAN THIRTY DAYS IN WHICH TO REMEDY ANY EVENT OF DEFAULT HEREUNDER.

21.7 NEITHER PARTY MAY BRING OR INITIATE ANY ACT OR PROCEEDING AGAINST THE OTHER ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SOFTWARE OR SERVICES MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

21.8 NOTHING IN THIS CLAUSE 21 SHALL CONFER ANY RIGHT OR REMEDY UPON THE CITY TO WHICH IT WOULD NOT OTHERWISE BE LEGALLY ENTITLED.

## 22 ASSIGNMENT AND SUB-CONTRACTING

22.1 Neither party shall assign any of its obligations under the Contract without the prior written consent of the other party, which shall not be unreasonably withheld, except that no such consent shall be required for an assignment to a successor in interest by acquisition, amalgamation or merger.

22.2 The Contractor shall be entitled to sub-contract any of its obligations under the Contract or any part thereof or make any sub-contract with any person or persons for the execution of any part of the Works.

## 23 RETENTION OF TITLE AND RISK

23.1 The property and title in the Equipment supplied shall pass to the City when the Equipment is shipped to the City (or Contractor as the case may be). Until

payment has been made by the City to the Contractor in respect of such Equipment, the City shall possess such Equipment as trustee for the Contractor.

23.2 If the City shall make default in the punctual payment of any sum due to the Contractor (whether under the Contract or otherwise) or if any petition is presented or any resolution be passed for the winding up of the City or if any receiver of any assets of the City is appointed or if the City shall commit any act of bankruptcy, then the Contractor shall forthwith be entitled to repossess any Equipment supplied under this Contract which is or remains the property of the Contractor. The City shall do all things necessary and within its power to restore such Equipment to the possession of the Contractor and the Contractor shall be entitled for the purpose of retaking possession of such Equipment to enter upon any Premises of the City and to unfix or detach such Equipment from any other goods or objects to which they may be attached.

23.3 Until the price of the Equipment has been paid in full the City shall if so required by the Contractor store, mark or designate the Equipment so as clearly to indicate that City is holding possession of the Equipment as trustee for the Contractor.

23.4 The risk of loss to the Equipment shall pass to the City upon delivery of Equipment to the City's Premises.

23.5 City hereby grants Contractor a purchase money security interest or other equivalent interest in the Equipment until the purchase price due Contractor hereunder has been fully paid. City shall execute any instruments or documents Contractor deems necessary to protect any security interest and, in any event, a copy of this Contract may be filed for that purpose at any time after signature by City.

## 24 WAIVER

24.1 No delay, neglect, failure or forbearance by either party to exercise any of its powers, rights or remedies under or applicable to this Contract, or to enforce any term or condition of this Contract against the other party, will operate as a waiver of them, or any of them; nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them.

## 25 TERM AND TERMINATION

25.1. This Contract is effective on the Countersignature Date and remains in effect for three years unless sooner terminated under this Agreement.

25.2 If the Director, at his or her sole discretion, makes a written request for renewal to Contractor at least 30 days before expiration of the then-current term and if sufficient funds are allocated, then, upon expiration of the initial term, this Contract may be renewed upon written agreement of both parties for two successive one-year terms upon the terms and conditions contained herein.

Notwithstanding subsections 25.1 and 25.2, the City's license in the software shall be perpetual unless Ventyx terminates the license due to a default by of the City of the license agreement.

25.3 This Contract may be terminated forthwith by either party if the other commits any material breach of any term of this Contract and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty days of a written request to remedy the same;

25.4 This contract may be terminated forthwith by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within the terms of any insolvency legislation or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of any provision of any insolvency legislation, or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction) or suffers any analogous thing in any jurisdiction.

25.5 Any termination of this Contract pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## 26 CONFIDENTIALITY

26.1 The Contractor and City shall keep confidential all information of the other party obtained under or in connection with the Contract ("Confidential Information") and shall not divulge the same to any third party without the written consent of the other party.

26.2 Confidential Information shall not include:

- (i) any information in the public domain otherwise than by breach of contract;
- (ii) any information obtained from a third party who is free to divulge the same;
- (iii) any information which is hereafter separately and independently developed by either party, without access or reference to, or use, or knowledge of information obtained from the other party;

- (iv) any information which is common technical information or know-how readily available in open literature;
- (v) any information which must be disclosed by force of law; and
- (vi) any information which was within the knowledge of the recipient at the time of disclosure to it.

26.3 The Contractor and City shall divulge Confidential Information only to those employees who are directly involved in the Contract or use the Equipment and Software on a need to know basis, and shall ensure that such employees are aware of, are bound to and comply with these obligations as to confidentiality.

26.4 The Contractor shall ensure that its Sub-Contractors are bound by the requirements of this clause.

26.5 The City shall not publish any results of benchmark tests run on the Ventyx Software or any Third Party Software.

26.6 This clause shall perpetually survive termination of this Contract for any reason whatsoever for any true trade secret such as the source code and related documentation to the Ventyx Software. This clause shall survive termination of this Contract for a period of five years for all other Confidential Information.

## 27 SPARES

27.1 The City shall make its own arrangement for the procurement of all spares for the Equipment.

## 28 FORCE MAJEURE

28.1 Dates or times by which either party is required to perform under this Contract excepting the payment of any fees or charges due hereunder shall be postponed automatically to the extent that any party is prevented from meeting them by fire, flood, natural disaster, war, riots or other similar event beyond its reasonable control.

## 29 APPLICABLE LAWS

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "E".

Venue for any litigation relating to this Agreement is Harris County, Texas.

### 30 NON-SOLICITATION

30.1 Neither party shall attempt to solicit the employment of the other party's staff during the term of this Contract.

30.2 If either party is found to be in breach of this clause, the other party shall be entitled to compensation equal to two times the employees salary at the time of solicitation, payable forthwith upon breach of this clause.

### 31 NOTICES

31.1 Any notice under this Contract shall be in writing and signed by the duly authorised representative of the party giving it.

31.2 Any such notice may be served by leaving it at or sending it by pre-paid registered or recorded post or fax to the relevant address set out above, to the attention of the President or Managing Director, or such other address as either party may from time to time notify to the other in writing.

31.3 Any notice given pursuant to this Contract shall be deemed to have been given or received:-

(a) in the case of dispatch by registered or recorded post on the third day after its dispatch; and

(b) in the case of delivery by hand, at the time of its delivery

and in proving such service it shall be sufficient to prove that the notice was properly addressed and dispatched pursuant to subclauses (a) and (b) above.

### 32 INVALIDITY AND SEVERABILITY

32.1 If any provision of this Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or enforceability of such provision shall not affect the other provisions of this Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provisions.

### 33 NO AGENCY

33.1 The parties acknowledge that each is an independent contractor and nothing herein constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

#### 34 NO USE BY NUCLEAR FACILITY

34.1 The City represents and warrants that the City shall not use the Equipment or Software for any use whatsoever for any part of any nuclear energy operations. If the City breaches this provision, this Contract shall terminate forthwith and the City shall indemnify Contractor for any and all costs and damages that arise from the use of the Equipment or Software by such nuclear energy operation.

#### 35 ENTIRE AGREEMENT

35.1 This Contract constitutes the entire agreement between the parties and supersedes all prior agreements in connection with the subject matter hereof. No director, employee or agent of the Contractor is authorized to make any representation or warranty not contained in this Contract and the City acknowledges that it has not relied on any such oral or written representations. No variation or waiver of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized director or employee of the Contractor and the City. It is understood and agreed to by the parties hereto that the terms and conditions of this Contract shall apply to any purchase orders received by Contractor from City and no provisions contrary to the terms and conditions of this Contract which are contained in such orders shall have any force or effect. In addition, the pre-printed terms and conditions appearing on the front or reverse side of an order, acknowledgement, invoice, or delivery form shall not apply to or become part of the order regardless of any statement to the contrary contained in the order form or other form.

#### 36 INTERLOCUTORY REMEDY

36.1 Both parties acknowledge that irreparable harm shall result to the other if either breaches its obligations under clauses 13.2, 13.4 and 26 of this Contract and both parties acknowledge that such a breach would not be properly compensable by an award of damages. Accordingly, each party agrees that remedies for any such breach may include, in addition to other available remedies and damages, injunctive relief or other equitable relief enjoining such breach at the earliest possible date.

#### 37 EXPORT

37.1 City acknowledges that Equipment and Software are, or may be, subject to export and import control. City agrees that no Equipment or Software will be exported (or re-exported or resold in a country of installation), directly or indirectly, separately or as part of a system, without City, at its own cost, first complying with all applicable laws and regulations of, and obtaining all licenses from, any

governmental agency or authority having jurisdiction over the export or import of the Equipment and Software.

### 38 LANGUAGE

38.1 This Contract is an English language Contract and as such all verbal and written communication, documentation and training shall be in English, unless explicitly stated otherwise in the Contract. Any translation into a language other than English shall be at the risk and expense of the City.

### 39 THIRD PARTY BENEFICIARY

39.1 Third Party Software owners shall be recognized as third party beneficiaries to this Contract in the event they have to protect their legal rights against the City.

### 40 DISPUTE RESOLUTION

40.1 A party must not:

- (a) start arbitration or court proceedings (except proceedings seeking interlocutory or injunctive relief) in respect of a dispute unless it has complied with this clause; or
- (b) suspend any performance of its obligations under this Agreement (except as agreed in writing with the other party) pending resolution of a dispute.

40.2 A party claiming that a dispute has arisen must notify the other party in writing.

40.3 Within 7 days after notice is given under clause 41.2, each party must nominate in writing to the other party a representative authorized to settle the dispute on its behalf.

40.4 Each party must ensure that during the 20 day period after a notice is given under clause 41.2 (or longer period agreed between the parties) its representative uses his or her best endeavors, with the other representative;

- (a) to resolve the dispute; or
- (b) to agree on:
  - (i) a process to resolve all or at least part of the dispute without arbitration or court proceedings (e.g., by mediation, conciliation, executive appraisal or independent expert determination);
  - (ii) the selection and payment of any person to be appointed by the parties for, and the involvement of any dispute resolution organization in, the process;

- (iii) any procedural rules;
- (iv) the timetable, including any exchange of relevant information and documents; and
- (v) the place where any meetings will be held.

40.5 The role of any person appointed as a mediator will be to assist in negotiating a resolution of the dispute. A decision of any mediator is not binding on a party unless that party's representative has so agreed in writing.

40.6 Any information or documents disclosed by a representative under this clause:  
(a) must be kept confidential in accordance with Section 26 of this Agreement; and  
(b) may not be used except to attempt to settle the dispute.

40.7 Each party must bear its own costs of resolving a dispute under this clause and the parties must bear equally the costs of any appointed person and independent premises used for resolving or attempting to resolve the dispute.

40.8 After the 20 day period referred to in clause 41.4 (or longer period agreed between the representatives), a party that has complied with clauses 41.1-41.4 may terminate the dispute resolution process by giving notice to the other party.

40.9 If a party does not comply with any provision of clauses 41.1-41.4, the other party will not be bound by clauses 41.1-41.4.

#### 41 PAY OR PLAY

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.

#### 42 INTENTIONALLY OMITTED

#### 43 COUNTERPARTS

This Contract, and any amendments or Change Requests to this Contract may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument. As used herein, the term "counterparts" shall include full copies of such instruments signed and delivered by facsimile transmission, as well as photocopies of such facsimile transmissions.

] As agreed and signed in duplicate

On behalf of **Contractor**:

On behalf of **City**:

CITY OF HOUSTON, TEXAS

VENTYX INC.

By: Bill White  
Mayor

By: [Signature]  
Executive Vice President &  
Chief Financial Officer

ATTEST/SEAL:

[Signature]  
City Secretary

ATTEST/SEAL:

[Signature]  
Name:  
Title:

APPROVED:

[Signature]  
Director, Department of Public  
Works and Engineering

APPROVED AS TO FORM:

[Signature]  
Sr. Assistant City Attorney  
L.D. File No. \_\_\_\_\_

COUNTERSIGNED BY

[Signature]  
City Controller [Signature]

DATE COUNTERSIGNED:

3-24-08

No.      Dated

EXHIBIT A

STATEMENT OF WORK AND EXHIBITS

STATEMENT OF WORK

EXHIBIT A-1: PROJECT SCHEDULE

EXHIBIT A-2: DELIVERABLES LIST

EXHIBIT A-3: CONTRACT PRICE AND PAYMENT SCHEDULE



# CITY OF HOUSTON WORK FORCE MANAGEMENT SYSTEM

November 6, 2007



## STATEMENT of WORK

### Clearpath Implementation

Release No: 1.0  
Status: Final  
Printed: February 25, 2008

Author: Ventyx  
Owner: Ventyx Inc.  
Customer: City of Houston

#### Notice

# Revision History

Version	Revision Date	Author	Notes
0.A	26 Oct 2007	Tim Reeve	
0.B	31 Oct 2007	Randy White	
1.0	5 Nov 2007	Randy White	comments and updates by R.Loo, T.Reeves, J.Townsend, S.Chan

# Approval

This document has been reviewed and approved by the undersigned.

IN WITNESS WHEREOF, the parties have so agreed as of the date written above.

ACCEPTED BY: **City of Houston**

ACCEPTED BY: **Ventyx Inc.**

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Printed Name

*BRET R. BOLIN*  
 Printed Name

\_\_\_\_\_  
 Title

*EUP & CFO*  
 Title

\_\_\_\_\_  
 Date

*FEBRUARY 26, 2008*  
 Date

REVIEWED AND  
 APPROVED AS TO FORM

*AV 2/25/08*



## Acronyms and Abbreviations

CR	Change Request
CRD	Customer Requirements Document
DA	Service Suite Dispatch Application
CoH	City of Houston
FS	Functional Specification
GUI	Graphical User Interface
HA	High Availability
HDB	Historical Data Base
IAS	Integration Architecture Specification
ICD	Interface Control Document
IS	Implementation Specialist (Ventyx Technical Lead)
LAN	Local Area Network
MA	Service Suite Mobile Application
Ventyx	Ventyx Inc.
MDSI Online	Ventyx Web based issue tracking tool
MDT	Mobile Data Terminal
MS	Microsoft
ODB	Operations Data Base
PCR	Project Change Request
PM	Project Manager
SDB	Standing Data Base (MA Picklist)
SLR	Street Level Routing - Service Suite WFMS module
SME	Subject Matter Expert
SOW	Statement Of Work
TCP/IP	Transport Control Protocol/Internet Protocol
TS	Technical Specification
VPN	Virtual Private Network
WAN	Wide Area Network
WFMS	Work Force Management System
WO	Workforce Optimization

## Table of Contents

<b>1</b>	<b>PROJECT OVERVIEW</b> .....	<b>37</b>
1.1	PROJECT SCOPE .....	37
1.2	PROJECT CONDITIONS.....	37
1.2.1	<i>Facilities for Training, Workshops and Reviews</i> .....	39
1.3	PROJECT CONTROL.....	39
1.3.1	<i>Project Monitoring and Control</i> .....	40
1.3.2	<i>Planning</i> .....	40
1.3.3	<i>Reviews</i> .....	40
1.3.4	<i>Reporting</i> .....	40
1.3.5	<i>Correspondence and Communication to CoH</i> .....	41
1.3.6	<i>CoH Project Management Responsibilities</i> .....	42
1.4	PROJECT STAFFING .....	42
1.4.1	<i>Project Sponsors</i> .....	42
1.4.2	<i>CoH Supervising Officer</i> .....	42
1.4.3	<i>Project Managers</i> .....	43
1.4.4	<i>CoH Staffing</i> .....	43
1.4.5	<i>Ventyx Staffing</i> .....	43
<b>2</b>	<b>DELIVERED FEATURES/CUSTOMIZATION/SERVICES</b> .....	<b>44</b>
<b>3</b>	<b>PHASE 1</b> .....	<b>45</b>
3.1	PROJECT INITIATION .....	45
3.1.1	<i>Prepare Project Charter</i> .....	45
3.1.2	<i>Customer Kick-off Meeting</i> .....	45
3.2	MAP DATA ACQUISITION AND PREPARATION .....	46
3.3	DISPATCH APPLICATION ENHANCEMENTS.....	46
3.3.1	<i>Additional DA Users</i> .....	46
3.3.2	<i>Reschedule Multiple Order on DA</i> .....	47
3.4	MOBILE APPLICATION AND SYSTEM ADMINISTRATION ENHANCEMENTS.....	47
3.4.1	<i>MA 32-bit Migration and SDB</i> .....	47
3.4.2	<i>MA - Capture GPS Coordinates</i> .....	48
3.4.3	<i>Mobile Map Implementation in 32-bit MA</i> .....	48
3.4.4	<i>Mobile Order Optimize Request</i> .....	49
3.5	GEO-SPATIAL WORKLOAD DISTRIBUTION SYSTEM (G-WDS) .....	49
3.6	VERIFICATION .....	50
3.6.1	<i>Internal Testing</i> .....	50
3.6.2	<i>Software Release</i> .....	50
3.7	SITE SOFTWARE INSTALLATION.....	50
3.8	COH INTEGRATION/USER TESTING/GO-LIVE .....	51
<b>4</b>	<b>PHASE 2</b> .....	<b>52</b>
4.1	MOBILE INTERFACE TO EXTERNAL METERS.....	52
4.2	VERIFICATION .....	52
4.2.1	<i>Internal Testing</i> .....	52
4.2.2	<i>Software Release</i> .....	53
4.3	SITE SOFTWARE INSTALLATION.....	53
4.4	COH INTEGRATION/USER TESTING/GO-LIVE .....	53
	<b>APPENDICES</b> .....	<b>54</b>

## PROJECT OVERVIEW

This Statement of Work (“SOW”) is made as of \_\_\_\_\_ (“SOW Effective Date”) by and between Ventyx Inc. (“Ventyx”) and City of Houston (“Client”) pursuant to the terms and conditions of the \_\_\_\_\_ dated \_\_\_\_\_ (“Agreement”). To the extent there is any conflict between the terms of the Agreement and the provisions of this SOW, the provisions of the SOW will be controlling. The fees payable to Ventyx under this SOW are in addition to, and not in lieu of, all other amounts that Client is obligated to pay Ventyx under the Agreement.

## **Project Scope**

City of Houston previously licensed and customized Advantex version r5.4.1 workforce management system from Mobile Data Solutions, Inc. (MDSI), predecessor in interests to Ventyx Inc. (Ventyx) under contract C52299 dated January, 30, 2001. This Statement of Work is to provide services to further modify the existing installed r5.4.1 software installation at City of Houston including use of selected software licensed components purchased as part of a Service Suite license replacement, the Advantex product replacement software solution offered by Ventyx

Ventyx will provide changes to the Advantex version r5.4.1 workforce management software (Software) installed at Client’s facilities. The project deliverables are listed in the Appendix C.

## **Project Conditions**

- CoH’s WFMS project will be implemented in two phases in accordance with the project schedule. Any subsequent phases will be priced separately in terms of licenses, professional services and support, and will require either a revision to the Agreement or a PCR.
- This SOW defines Ventyx’s standard product and services.
- CoH will procure, install, and test all third party hardware and software required to support the Software, unless explicitly noted within this SOW.
- Ventyx Solution Consulting and Integration services are limited to the responsibilities and activities specified in this SOW. Ventyx will not provide any integration components such as integration brokers or custom adapters except as specified in this SOW.
- CoH assumes all responsibility for their overall Solution Architecture.
- Mobile Application changes delivered in this statement of work requires mobile computers compatible with and operating on Window XP Service Pack 2.
- Delivery of changes in this SOW modify the Support Agreement as follows for Advantex Client Software on Windows Versions
  - The version of the MA software supported under maintenance shall be changed from the 16-bit MA to the 32-bit MA operating on Windows XP once the 32-bit MA software is in production. From that point on, any effort required to support the 16-bit MA will be charged based on Time-and-Materials Professional Services rates. This would include re-packaging the MA for any SDB table updates.
  - The SA shall be supported on Windows XP.
- A phased rollout of the 32-bit MA is possible. A phased rollout means that there will be a period of time when both the 16-bit and 32-bit MAs are simultaneously deployed. This allows COH to avoid having to install the new MA software on the entire fleet at the same time. However, during the time when both the 16-bit and the 32-bit MA’s are concurrently deployed, over-the-air update of the SDB tables will only be possible for the 32-bit MA. If an SDB update to the 16-bit MA is

required during this time, COH will need to initiate a Change Request to Ventyx to re-package the 16-bit MA software with updated SDB tables for re-distribution

- Ventyx shall provide remote Professional Services to assist COH to configure the Advantex R5.4.1 entities (Areas, Users, Scenarios, etc.) and all the associated parameters with Geo-spatial WDS.
- COH is expected to populate all order creation (HCRx) and modification (HMDx) messages with latitude and longitude values. Orders without the correct (lat, long) will not be considered for Geo-spatial WDS.
- Client will provide access to its facilities, network and servers hosting the Ventyx applications as required to accomplish the requested work.
- Client will supply any hardware, software and networking required to support the Ventyx applications being implemented. Desktop and mobile devices that do not meet the minimum hardware requirements for Advantex r5.4.1 with enhancements described in this SOW will either be upgraded or replaced by Client.
- Digital Map data for Dispatch Mapping is provided by the COH whereas the map data for Mobile Mapping and Street Level Routing is from a 3rd party source (Tele Atlas). As a result Ventyx can not guarantee the same degree of detail between the Dispatch Map data and Mobile/Street Level Routing map data.
- The following terms and conditions apply to Tele Atlas map data:

In addition to the terms and conditions of the Software License Agreement applicable to Software and Confidential Information, End-User shall be subject to the following restrictions in use of Tele Atlas map data (“Products”):

Products are the confidential and proprietary information of Tele Atlas.

Unauthorized copying is expressly prohibited.

Removal or obscuring of any copyright, trademark notice, or restrictive legend from the Products is prohibited.

Tele Atlas is a third party beneficiary of Ventyx’s rights under the Contract.

Tele Atlas and its suppliers are subject to limitations of liability as follows:

EXCEPT WITH RESPECT TO A VIOLATION OF CONFIDENTIALITY, NEITHER PARTY NOR ITS SUPPLIERS SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING LOST PROFITS OR COSTS OF COVER, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT WITH RESPECT TO A VIOLATION OF THE OBLIGATIONS OF CONFIDENTIALITY BY EITHER PARTY, OR A CLAIM FOR WHICH A PARTY IS OBLIGATED TO INDEMNIFY, OR A BREACH BY LICENSEE OF THE LICENSE TERMS OF THE CONTRACT OR BREACH BY LICENSEE OF ANY CLAUSES RELATING TO TRADEMARK USAGE, IN NO EVENT WILL THE TOTAL LIABILITY OF EITHER PARTY OR ITS SUPPLIERS ARISING OUT OF THIS AGREEMENT EXCEED ACTUAL DIRECT DAMAGE UP TO THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT.

- Ventyx will invoice Client for any expenses incurred during the performance of this SOW at cost.
- Ventyx will invoice the Client for the professional services fees and Other Direct Costs on a monthly basis. Invoices are due and payable upon receipt.

- This Statement of Work and offer contained herein will expire if not signed by Client and returned to Ventyx on or before December 14, 2007.
- Ventyx' delivery of the Services is dependent on:
  - Client's timely and effective completion of its responsibilities
  - The accuracy and completeness of the assumptions
  - The timely decisions and approvals by Client's management. Client will be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in, or delay in providing to Ventyx the requirements set forth in the Project Conditions section of this SOW.
  - Delivery of Integration to third party external meters is dependent upon delivery by those third parties (Itron and Badger). Ventyx is not responsible for any delays associated with the delivery of third party solutions or additional costs due to changes of specifications by Client or third party providers.
- All terms described as "estimated", "anticipated", "planned", and similar, including without limitation, terms relating to estimated hours, planned start date, planned end date, and estimated duration, are included herein for budgetary and Ventyx resource scheduling purposes only.

## **FACILITIES FOR TRAINING, WORKSHOPS AND REVIEWS**

For workshops and documentation reviews, CoH will provide a suitable working environment for the Ventyx team including:

- Escorted access, as appropriate to building and rooms needed to design, install, test and deploy Software.
- Work areas and spaces required to conduct workshops, meetings, installation, testing and deployment activities.
- A space large enough to accommodate all participants.
- Overhead projector, a video projection unit capable of SVGA (1024 x 768 minimum) resolution, projector screen, white board, flip charts, and a high speed telephone/data line suitable for VPN, internet access and ftp.
- Access to a photocopier, printer, and consumables.
- Network/internet connectivity.

## **Project Control**

In order to meet the proposed schedule for this project, all changes will be addressed using the Change Management Process, described in Appendix B. Delays, including, but not limited to, those described in this Section 1.3 below, will be handled in accordance with the Agreement.

- Should changes be identified outside of those agreed to in this SOW, this SOW, the SDD, schedule, price, support, and resource usage fees will be modified using the Change Management Process defined in Appendix B.
- Should delays in meeting milestone dates by CoH or Ventyx occur, Ventyx and CoH will adjust the project schedule and pricing accordingly using the Change Management Process defined in Appendix B.
- Should delays in meeting milestone dates by a third party occur, Ventyx and CoH will adjust the project schedule and pricing accordingly using the Change Management Process defined in Appendix B.

- Should delays in the specification and/or development of CoH host systems occur, Ventyx and CoH will adjust the project schedule and pricing accordingly using the Change Management Process defined in Appendix B.
- Should delays in establishing a project environment at CoH occur, Ventyx and CoH will adjust the project schedule and pricing accordingly using the Change Management Process defined in Appendix B.
- Should either party's resources with appropriate skills be unavailable, Ventyx and CoH will adjust the project schedule and pricing accordingly using the Change Management Process defined in Appendix B.

## **PROJECT MONITORING AND CONTROL**

Ventyx will appoint a project manager (PM) who will be the single point of contact and act on Ventyx's behalf. The Ventyx PM will have full responsibility for the execution of Ventyx's responsibilities as defined in this SOW.

## **PLANNING**

The Ventyx PM has responsibility for the execution of Ventyx's portion of the CoH WFMS project. The PM responsibilities include:

- Provide management and technical direction to the Ventyx project team.
- Prepare a detailed project plan that identifies and assigns tasks, major milestones and dates for the Ventyx project team, and indications of the critical path and task dependencies.
- Measure, track, and evaluate progress against the project schedule.
- Implement approved PCRs.
- Co-ordinate and manage the technical activities of the Ventyx project team.
- Prepare task assignments and schedule resources where required.
- Schedule and manage travel plans to CoH facilities in accordance with the project schedule.

## **REVIEWS**

The Ventyx PM will participate in reviews and meetings, including, but not limited to:

- Bi-weekly (once every 2 weeks) status teleconference call
- Requirements review
- Solution design review

## **REPORTING**

### **PROJECT REPORTING**

The Ventyx project manager will submit a bi-weekly written project status report to CoH project manager. This report shall clearly set forth the status of the project as of the close of business on the previous Friday. The project status report shall serve as the agenda for a weekly conference status call conducted at a mutually agreed time and day.

## **Status Meetings**

In addition to the bi-weekly conference status call noted above, status meetings between the Ventyx project manager and the CoH project manager and other CoH parties, as requested by the CoH project sponsor or the Ventyx project sponsor will be scheduled as required or as requested by CoH or Ventyx.

## **Issue Log**

Ventyx is responsible for creating and maintaining an open issue log utilizing "MDSI Online" that lists:

- (i) All of the outstanding Software issues Ventyx is responsible for that are pending for the project and their status.
- (ii) All of the formerly outstanding software issues Ventyx is responsible for, which have been resolved and their disposition.

CoH may submit software issues to the issue log by entering them into MDSI Online.

Issues recorded on the issue log contain at least the following information:

- Date of submission
- Activity name (from project plan)
- Issue owner
- Issue description
- Steps to reproduce the issue
- Target resolution date of issue
- Status
- Final disposition

Upon review of the issues log, CoH may request changes or additions to the same.

## **Issue Resolution Management**

Ventyx and CoH, both acting in good faith, will work together and resolve issues under the following guidelines:

- Resolution shall not increase the scope of work for either Ventyx or CoH or the project budget or fixed price, unless agreed upon by CoH and Ventyx.
- Resolution shall not incur a schedule change, unless agreed upon by CoH and Ventyx.
- Resolution shall not decrease the functional value unless agreed upon by CoH and Ventyx.

If the Ventyx and CoH project team members are unable to reach a suitable resolution under these guidelines, they will present the issue to the Ventyx project manager and the CoH project manager for review and handling. If resolution is not reached at this level, the issue shall be further escalated to the project sponsor(s) who will mutually agree to a resolution. Ventyx and CoH hereby agree that they will act in good faith to resolve all issues promptly and in accordance with these guidelines.

## **CORRESPONDENCE AND COMMUNICATION TO COH**

The Ventyx PM will be the primary contact between Ventyx and CoH. As appropriate, direct communication between technical members of the teams will be established.

Communication between the team members other than the project managers will be informational only and will not be considered binding on either party.

Email will be used where practical for communications. Status reports and documents will be sent using email attachments.

The project status teleconference, to coincide with the delivery of the weekly status report, will be held between the Ventyx PM and the CoH PM. The objectives of this teleconference are to discuss project status, resolve deviations from the project schedule, and to review action items, risks and issues.

## COH PROJECT MANAGEMENT RESPONSIBILITIES

CoH shall appoint a PM to act on their behalf. The PM's duties will include the following:

- Act as the primary contact to the Ventyx PM, and co-ordinate all CoH activities for the project.
- Contribute to the Ventyx PM's development of an effective status reporting plan.
- Develop and maintain the project plan for CoH activities.
- Review Ventyx bi-weekly status reports.
- Ensure that action items assigned to CoH, which may affect the project schedule, are addressed in a timely manner.
- Select and provide qualified CoH team members for the duration of implementation.
- Enter all problem identification reports into MDSI On-Line for the Ventyx PM to review and assignment to the appropriate party.
- Approve payment milestones/invoices promptly after meeting the milestone objectives defined in this Agreement.
- Ensure replies to requests from Ventyx are made within a timely period.

## Project Staffing

Ventyx and CoH will commit personnel as reasonably required to ensure that project schedules are met. This section describes the personnel who are typically committed to satisfy the SOW requirements.

## PROJECT SPONSORS

Project sponsors are executive-level representatives of the project parties. Their role is to reinforce the organization commitment to the project in the form of budget, resources, intellectual capital, and management. The project sponsors for this project are:

Ventyx

CoH

Ventyx VP or designee

Contact information tbd

## COH SUPERVISING OFFICER

The CoH supervising officer is the person appointed by CoH to act as the CoH representative for the purpose of the contract and will be the CoH signing authority for all contract changes, including PCR's and Acceptance Certificates. The CoH supervising officer for this project is:

Ventyx

CoH

## PROJECT MANAGERS

These individuals are responsible for the overall business and technical aspects of the project including scope, schedule, and budget. Project managers are the organization point-of-contact unless otherwise stipulated. The project manager(s) for this project are:

Ventyx

CoH

PM or designee

*Robert Stigers*  
4200 Leland, Houston, TX 77023  
713-371-1198

Contact information tbd

## COH STAFFING

CoH shall provide the following staff to the project as required to meet CoH's obligations under the Agreement

- Supervising officer
- Project manager
- Legacy applications / databases - technical resource knowledgeable of CoH existing environment
- Functional experts (end-user) knowledgeable of CoH' existing business processes, work flows, and other affected processes.
- Subject matter experts (SME's) for specific workshop sessions as required and set forth herein. These subject experts will include analysts knowledgeable of CoH's existing computing environment.
- Information technology architect
- All other staff that is necessary or appropriate for CoH to perform its obligations under this SOW.

## VENTYX STAFFING

Ventyx shall provide the following staff to this project, as required to meet Ventyx obligations under the Agreement:

- Project manager
- Appropriate resources that have the following skill sets/roles:
  - Implementation specialist
  - Development resources
  - Customer support analysts
  - Systems engineers

### DELIVERED FEATURES/CUSTOMISATION/SERVICES

The process for the delivery of the Services is briefly described at a high level below; deliverables, responsibilities and tasks are outlined in following sections. The Software and all documentation to be delivered under this SOW will be delivered electronically to CoH.

#### Phase 1

- Ventyx will initiate the project internally. The project manager and resources will be assigned.
- Ventyx will configure and verify the following software modules and customization:
  - Dispatch Application enhancements
  - Mobile Application enhancements plus integration of Mobile Mapping software
  - Geo Spatial WDS functionality
  - Map data acquisition and preparation
- Ventyx will perform internal verification testing.
- Ventyx will remotely install the software in the CoH test environment.

#### Phase 2

- Ventyx will attend an on-site workshop to review/discuss external meter interface requirements/design
- Ventyx will configure and verify the following software modules and customization:
  - Interface to external meter devices from Badger and Itron
- Ventyx will perform internal verification testing.
- Ventyx will remotely install the software in the CoH test environment.
- Ventyx will provide on-site assistance to CoH during their integration and acceptance testing of the external meter interface.

## PHASE 1

### **PROJECT INITIATION**

#### **PREPARE PROJECT CHARTER**

**Objective:**

To assign the Ventyx PM and project resources and to review the project plan (SOW, schedule and deliverables), to identify any issues and risks that may cause deviations from the project plan, and to set-up the project internally at Ventyx

**Inputs:**

- The Agreement for the Software implementation between Ventyx and CoH
- Relevant contract documentation

**Process:**

- Ventyx will review the Agreement and CoH documentation to identify project issues and risks, to develop a project plan and to set up the Ventyx internal project.
- Ventyx will update the project schedule
- Ventyx will assign project resources

**Outputs:**

- Revised Ventyx project plan (SOW and schedule)
- Assigned project resources

**Completion Criteria:**

- An internal Ventyx project charter is established.
- Revised project schedule provided to CoH PM

#### **CUSTOMER KICK-OFF MEETING**

**Objective:**

To review the project plan (SOW, schedule and deliverables) with CoH to identify any issues and risks that may cause deviations from the project plan.

**Inputs:**

- Relevant contract documentation
- Revised project plan (SOW and schedule)

**Process:**

- Ventyx and CoH will remotely review the project plan (SOW and schedule) to identify project issues and risks, to develop a detailed project plan.
- Confirm project work activity responsibilities
- Ventyx will raise a PCR to update the project schedule, SOW and pricing (if required) based on the project kick-off review.

**Outputs:**

HOUSTON SERVICE SUITE SUPPLY CONTRACT 2.25.08.doc  
VENTYX - CONFIDENTIAL

- Reviewed SOW and schedule
- CoH and Ventyx mutually approved project schedule revisions
- CoH core team contact list

**Completion Criteria:**

- CoH and Ventyx have jointly reviewed the SOW and schedule
- Updated project schedule

## **MAP DATA ACQUISITION AND PREPARATION**

Refer to Appendix H for more information regarding map data.

**Objective:**

Procure and prepare the map data for the Mobile Mapping software and SLR module.

**Inputs:**

- CoH provided list of counties that the map data is to cover
- CoH provided DA Map Data and facility data in shapefile format

**Process:**

- CoH is to provide a list of the counties that it wishes the map data to include/cover
- Ventyx will procure the GDT/Teleatlas map data for the CoH provided list of counties (SLR and Mobile Mapping)
- Ventyx will convert the map data to the format required by the mobile mapping module and configure the map data and the facility data for use with the mobile mapping option
- Ventyx will configure the map data for use with SLR
- Ventyx will configure the map data and facility data for use with the dispatch application mapping feature

**Outputs:**

- Converted map data with facility data ready for use with the mobile mapping module
- Configured SLR map data
- Configured dispatch mapping map data with facility data

**Completion Criteria:**

- Mapping data is ready for use with the mobile mapping, SLR and dispatch mapping features

## **DISPATCH APPLICATION ENHANCEMENTS**

### **ADDITIONAL DA USERS**

**Objective:**

To increase the maximum number of concurrent dispatchers allowed on the system and develop tools to resize the Advantex structure related to this increase.

**Inputs:**

- Current CoH Advantex system structures

**Process:**

- Ventyx will increase the maximum number of concurrent dispatchers allowed on the system at any one time from 20 to 30 to match new licensed DA limit by developing tools to migrate/resize the existing Advantex structures to accommodate the increased number of concurrent dispatchers

**Outputs:**

- Tools to migrate/convert the existing Advantex structures to accommodate the increased number of concurrent dispatchers.

**Completion Criteria:**

- Migration/conversion tools are completed

## **RESCHEDULE MULTIPLE ORDER ON DA**

**Objective:**

To modify the Dispatch Application to allow a user to select all orders with a single option while they are in the reschedule window of the application. This will eliminate the requirement for a user to manually select each order to which they want to reschedule.

**Inputs:**

- Existing CoH Advantex software

**Process:**

- Ventyx will customize the CoH Advantex dispatch application to allow the user to select all orders in the reschedule window with a single option for reschedule operation (rather than one at a time)

**Outputs:**

- Custom code has been implemented in the CoH Advantex software

**Completion Criteria:**

- Code is ready for internal testing

## **MOBILE APPLICATION AND SYSTEM ADMINISTRATION ENHANCEMENTS**

### **MA 32-BIT MIGRATION AND SDB**

**Objective:**

To upgrade the CoH Advantex mobile client application to 32-bit MA and migrate Standing Database Editor (SDE) Functionality to SysAdmin Application (SA).

**Inputs:**

- Current CoH Advantex software
- 32-bit MA application

- CoH provided SDB snapshot

**Process:**

- Ventyx will perform the activities/customizations defined in Appendix F.1

**Outputs:**

- Customized r5.4 Advantex Mobile and System Administration clients.

**Completion Criteria:**

- 32-bit Mobile Application and the System Administration client are ready for internal testing

## **MA - CAPTURE GPS COORDINATES**

**Objective:**

To provide the functionality defined in Appendix F.2

**Inputs:**

- Current CoH Advantex software
- 32-bit MA application from section 3.4.1

**Process:**

- Ventyx will implement the customizations defined in section F.2

**Outputs:**

- Customized r5.4 Advantex 32-bit Mobile Application with GPS capture capability.

**Completion Criteria:**

- 32-bit Mobile Application with GPS capture capability is ready for internal testing

## **MOBILE MAP IMPLEMENTATION IN 32-BIT MA**

**Objective:**

To integrate the Mobile Mapping options into the 32-bit MA application developed as part of section 3.4.1. See Appendix G for additional Mobile Mapping capabilities and requirements.

**Inputs:**

- 32-bit MA application and mobile mapping software
- Map data from section 3.2

**Process:**

- Ventyx will integrate the mobile mapping feature into the 32-bit MA application developed in section 3.4.1

**Outputs:**

- 32-bit Mobile Application with integrated mobile mapping feature.

**Completion Criteria:**

- Mobile application with mobile mapping feature is ready for internal testing

## MOBILE ORDER OPTIMIZE REQUEST

**Objective:**

To implement the mobile order optimize request feature defined in Appendix F.3

**Inputs:**

- 32-bit MA application developed in section 3.4.1

**Process:**

- Ventyx will implement the Mobile order optimize feature detailed in the new functionality of Appendix F.3

**Outputs:**

- Mobile order optimize feature is implemented

**Completion Criteria:**

- Mobile order optimize feature is ready for internal testing

## GEO-SPATIAL WORKLOAD DISTRIBUTION SYSTEM (G-WDS)

**Objective:**

The G-WDS assignment strategy assigns orders to technicians based on their latitude/longitude coordinates. Included user documentation describes all the Advantex entities involved in G-WDS and the parameters that need to be set up to configure the desired G-WDS behavior.

To implement the geo-spatial feature.

**Inputs:**

- CoH Advantex Software

**Process:**

- Ventyx shall modify CoH's server and WDS component to integrate the G-WDS module.
- Ventyx shall modify CoH's SA application to handle the new parameters that govern G-WDS behavior.

**Outputs:**

- Geo-spatial feature is implemented

**Completion Criteria:**

- Geo-spatial feature is ready for internal testing

## **VERIFICATION**

Ventyx will verify the deliverable software at Ventyx's facility.

### **INTERNAL TESTING**

**Objective:**

To verify the software deliverables.

**Inputs:**

- Ventyx developed test cases
- Custom Software and features developed by Ventyx

**Process:**

- Ventyx performs internal testing to ensure that the software is ready for release.
- Ventyx will correct issues that preclude releasing the Software.

**Outputs:**

- Verified Software

**Completion Criteria:**

- The Software has been verified and is available for software release.

### **SOFTWARE RELEASE**

**Objective:**

To prepare the Software release for site software installation.

**Inputs:**

- Verified Software

**Process:**

- Ventyx prepares the Software release for site software installation.

**Outputs:**

- Software release

**Completion Criteria:**

- Software release is available for site installation.

## **SITE SOFTWARE INSTALLATION**

**Objective:**

Install the Software in CoH's designated environment.

**Inputs:**

- Software release
- CoH site environment.

**Process:**

**COH - WORK FORCE MANAGEMENT SYSTEM**

**DATE: FEBRUARY 25, 2008**

**STATEMENT OF WORK – PROJECT ENHANCEMENTS TO INSTALLED ADVANTEX R5.4.1**

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- CoH will have qualified individuals available to investigate and resolve any problems that occur with their subsystems during installation and testing.
- Ventyx will remotely install the server software on the designated server.
- CoH will install any client application software

**Outputs:**

- Software is installed and operating in CoH's designated environment.

**Completion Criteria:**

- Software is installed and available for CoH integration and testing.

**COH INTEGRATION/USER TESTING/GO-LIVE**

**Objective:**

To provide remote support during CoH's integration, user testing and go-live of the Phase 1 Software.

**Inputs:**

- Installed Software in CoH's designated environment
- CoH test orders
- Assigned CoH support team

**Process:**

- CoH will set-up and test the host and wireless connectivity with the Software.
- CoH will have qualified individuals available to investigate and resolve any problems that occur with their subsystems during installation and testing.
- CoH will perform the integration, and user testing as required by CoH, with remote support from Ventyx.
- Ventyx will correct issues with the Ventyx deliverables that preclude putting the phase 1 Software into production use.
- CoH will correct issues with the CoH deliverables that preclude putting the phase 1 Software into production use.
- Ventyx will document the list of unresolved issues, remaining from testing and review the issues with CoH prior to go-live.
- CoH will go-live with the phase 1 Software

**Outputs:**

- Phase 1 Software is in production use.
- List of unresolved issues

**Completion Criteria:**

- Phase 1 Software is in production use.

## PHASE 2

### MOBILE INTERFACE TO EXTERNAL METERS

**Objective:**

To implement the custom Mobile interface feature defined in Appendix F.4

**Inputs:**

- 32-bit MA application developed in section 3.4.1
- Itron Meter hardware and technical documentation including Interface API
- Badger Meter hardware and technical documentation including Interface API
- Necessary Itron/Badger interface knowledgeable resources

**Process:**

- Ventyx will attend an on-site workshop to review and discuss the Itron and Badger interface requirements
- Ventyx will implement the Mobile interface detailed in Appendix F.4

**Outputs:**

- Mobile interface to external meters is implemented

**Completion Criteria:**

- Mobile interface is ready for internal testing

### VERIFICATION

Ventyx will verify the deliverable phase 2 software at Ventyx's facility.

### INTERNAL TESTING

**Objective:**

To verify the software deliverables.

**Inputs:**

- Ventyx developed test cases
- Custom Software and features developed by Ventyx

**Process:**

- Ventyx performs internal testing to ensure that the software is ready for release.
- Ventyx will correct issues that preclude releasing the Software.

**Outputs:**

- Verified Software

**Completion Criteria:**

- The Software has been verified and is available for software release.

## **SOFTWARE RELEASE**

**Objective:**

To prepare the Software release for site software installation.

**Inputs:**

- Verified Software

**Process:**

- Ventyx prepares the Software release for site software installation.

**Outputs:**

- Software release

**Completion Criteria:**

- Software release is available for site installation.

## **SITE SOFTWARE INSTALLATION**

**Objective:**

Install the phase 2 software in CoH's designated environment.

**Inputs:**

- Software release
- CoH site environment.

**Process:**

- CoH will have qualified individuals available to investigate and resolve any problems that occur with their subsystems during installation and testing.
- Ventyx will remotely install the server software on the designated server.
- CoH will install any client application software

**Outputs:**

- Software is installed and operating in CoH's designated environment.

**Completion Criteria:**

- Software is installed and available for CoH integration and testing.

## **COH INTEGRATION/USER TESTING/GO-LIVE**

**Objective:**

To provide one-week of on-site assistance to CoH during the CoH's integration testing of the phase 2 software.

**Inputs:**

- Installed phase 2 software in CoH's designated environment
- CoH test orders
- Assigned CoH support team

**Process:**

**COH - WORK FORCE MANAGEMENT SYSTEM**

**DATE: FEBRUARY 25, 2008**

**STATEMENT OF WORK – PROJECT ENHANCEMENTS TO INSTALLED ADVANTEX R5.4.1**

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- CoH will have qualified individuals available to investigate and resolve any problems that occur with their subsystems during installation and testing.
- CoH, with Ventyx support, will verify that the phase 2 software has been integrated into the CoH environment.
- Ventyx will provide up to one week of on-site support to assist with integration and user testing
- Ventyx will correct issues with the Ventyx deliverables that preclude putting the software into production use.
- CoH will correct issues with the CoH deliverables that preclude putting the software into production use.
- Ventyx will document the list of unresolved issues, remaining from the integration testing and review the issues with CoH prior to go-live.
- CoH will go-live with the phase 2 Software

**Outputs:**

- Phase 2 software is in production use.
- List of unresolved integration issues

**Completion Criteria:**

- Phase 2 software is in production use.

APPENDICES

**A Configuration Limits**

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## **B Change Management Process**

Once CoH and Ventyx agree to this Statement of Work (SOW), changes to it will be processed in accordance with the change management process described below.

If changes to the project scope of work as represented in this SOW are necessary or requested by CoH, they will be presented by the requesting party in the form of a Change Request as shown below. Ventyx will provide a Project Change Request (PCR): a written description of the scope of work, (including any alteration, implementation, or other opportunities that exists) schedule, and budget for each Change Request initiated for this SOW. Additionally, Ventyx will define the potential impact to the project schedule and provide a risk assessment if warranted.

PCR agreement documentation will be completed by the Ventyx project manager and submitted to the CoH project manager for review. The PCRs must be accepted in writing by CoH project sponsor and Ventyx before the work is begun. Each PCR is numbered for identification. A summary status of open PCRs will be provided as part of the weekly status report. The Ventyx project manager will negotiate with the CoH project manager on the status, risk of implementing the request, and the cost and time associated with the PCR, all in accordance with the terms of this SOW and the Agreement. All PCR Services will be performed on a fixed price basis, unless agreed to otherwise between the Ventyx project sponsor and the CoH project sponsor. Work will not commence on PCRs that have not been accepted in writing by CoH, as stated above.

CHANGE REQUEST TITLE:

NO.:

PREPARED FOR:

OF HOUSTON

PROJECT #:

SOFTWARE VERSION:

REVISION #:

***Change Request - Reason For Change***

***Change Request – Additional Information***

***Change Request – Schedule Information***

## C Deliverables List

The following table describes the project deliverables included in this SOW. .

<ul style="list-style-type: none"><li>• Options defined in Appendix F</li><li>• Reschedule multiple orders on DA</li><li>• Configuration of Mobile Mapping for 32-bit MA</li><li>• Geo-Spatial WDS</li><li>• Basic Documentation to support use and setup of:<ul style="list-style-type: none"><li>○ Mobile Mapping</li><li>○ Street Level Routing</li><li>○ Geo-Spatial WDS</li></ul></li></ul>
--

## **D Training Delivery Model**

- Training is not included in this SOW.

## E Estimated Travel

The work included in this SOW requires travel by Ventyx . The following table provides an estimate for the anticipated level of travel. Actual travel will vary depending on requirements throughout the life of the project. CoH is responsible for all travel and living expenses. Travel and living expenses will be billed to CoH as actual costs.

Purpose	Destination	Duration Days	Num. People	Who
<b>System Verification</b>				
Mobile Interface Workshop	CoH Facility	5 days	1	Ventyx –Technical Consultant
On-Site Interface Integration Support	CoH Facility	5 days	1	Ventyx –Technical Consultant

## F Detailed Customization Description

### F.1 Mobile Application (MA) and System Administration (SA) Enhancements

UPGRADE THE COH ADVANTEX R5.4 MOBILE APPLICATION TO 32-BIT MA AND MIGRATE STANDING DATABASE EDITOR (SDE) FUNCTIONALITY TO SYSADMIN APPLICATION (SA)

- a) Ventyx shall upgrade CoH's existing 16-bit MA configuration and customizations to a 32-bit MA application. This shall include the following:
  - i) Rebuilding the MA as a 32-bit application at a resolution of 800 X 600.
  - ii) Adjusting all MA forms and user-interface controls to have an appearance consistent with the old 16-bit MA.
  - iii) Adjusting and/or re-implementing the 16-bit controls that are obsolete in the 32-bit environment.
  - iv) Updating help files to be Windows XP compliant.
  - v) Updating all lower-level components on the MA and Advantex server to 32-bit versions.
  - vi) Converting CoH's existing 16-bit SDB data into the 32-bit SDB data and packaging the updated 32-bit SDB data into the new 32-bit MA installation set.

NOTE: THE EXISTING ITRON RADIO INTERFACE IS THE ONLY CUSTOMIZATION THAT WILL NOT BE MIGRATED FORWARD TO THE MA32. THE EXISTING ITRON INTERFACE WILL BE SUPERCEDED BY THE NEW ONE DEFINED IN SECTION 0 INTERFACE TO EXTERNAL METER DEVICES

- b) Ventyx shall provide CoH with a SA client with SDE functionality maintain COH's existing SA customizations.
- c) Ventyx shall test the updated CoH Advantex 32-bit MA and SA on a Windows XP workstation with LAN network connectivity.
- d) Standing Database (SDB) Tables
  - i) The MA delivered shall be packaged with the latest SDB Tables.
  - ii) Ventyx will take a snapshot of COH's SDB table prior to production release. COH is expected to freeze updates to their SDB data after Ventyx has taken the snapshot until the new Software is in production.
  - iii) Ventyx shall execute SDB data conversion utilities upon installation of the upgraded Advantex server. Thereafter, the SDE (Standing Data Editor) will be considered obsolete and will no longer be able to update SDB data and will no longer be supported by Ventyx.

## F.2 Capture GPS Coordinates on MA Using Internal/External GPS Devices or Manual Entry

- a) Ventyx shall modify the Advantex software to add a GPS capture secondary completion form to the system. The GPS capture form will allow the technician to capture GPS coordinates via a GPS device, and or by manually entering GPS coordinates and the associate coordinates to a meter so that the exact location of a meter can be captured.
- b) The changes required to add the GPS capture secondary completion will affect the MA, Server, ODM and host interface as it is assumed that this information will be captured for Customer reporting purposes and sent back to the host for the updating of the account/device information.
- c) GPS device options:
  - i) Internal and External devices that meet the following criteria:
    - A National Marine Electronics Association (NMEA) 0183 compliant device connected using a serial port and configured to output GGA messages.
    - A Trimble device supporting the Trimble ASCII Interface Protocol (TAIP) connected using a serial port and configure to output PV messages.
    - A Sierra Wireless MP595 or MP875 modem. Currently, Advantex only supports the GPS component of the MP595 and MP875 modems if they emulate the MP200. **Note: Other Sierra Wireless MP modems are not supported.**
    - A Wireless Matrix MBS modem with GPS using AVL version 1.0 protocol via Advantex Wireless client using a serial port (NB protocol).
    - A Wireless Matrix MBS II modem with GPS using either a serial port (NB protocol) or WiFi interface via Advantex Wireless client.
- d) Final detailed requirements, choice of external GPS device, and design will be formalized prior to the implementation of the GPS capture functionality.

**Note: USB and Bluetooth-connected GPS devices are not supported. GPS devices connected using a USB-to-serial port adapter are not supported.**

### **F.3 Add Manual Optimize Request Capability to MA/Street Level Routing (SLR)**

#### **Current Behavior:**

CoH currently utilizes the SLR software which recommends a sequence in which a technician's orders should be worked. The basic sequence of events is as follows:

- Advantex orders are assigned to technicians.
- After the assignments are completed, each technician's batch of orders is sent to the SLR server.
- Using the latitude/longitude coordinates within each order and other geographic information, the SLR server determines an optimal sequence in which the orders should be traversed and embeds a sequence number (e.g. 001, 002, ... ) to each order.
- When the technician signs on the orders are transmitted to the mobile unit.
- On the MA Summary screen, the orders are displayed in ascending order based on the sequence number.

During the day, new orders manually dispatched to the technician are sent to the MA with a sequence number of 000 or 999 to indicate that they are not sequenced. As such, new orders with sequence '000' will be inserted at the top of the MA summary screen; or at the bottom if they have sequence '999'. The technician can manually move the new un-sequenced orders into his existing list. Once the manual re-sequence is completed, the technician can press the Transmit button to inform the SLR about the new sequence in which he wishes to complete his jobs.

After the SLR server receives and processes the new sequence, it does the following:

- Return information to the MA so that the sequence numbers on all the orders are updated.
- Transmit the new sequence to the DA, along with re-calculated estimated time of arrival (ETA) for each order.

#### **New Behavior:**

A New "Optimize" Button on MA and Optimization Capability of SLR

- a) A button labeled "Optimize" shall be added to the MA on the Order Summary / Resequence Order Summary screen(s). The "Optimize" button shall not be visible when a technician has no orders.
- b) Each time the "Optimize" button is pressed, a command shall be sent to the SLR server to optimize the technician's current set of orders.
- c) As in the process of manual re-sequencing, if optimization results in a new order sequence, then the new sequence shall be transmitted to the MA and the DA which shall also display updated ETAs.

Note: The distinction between "Optimize" and the current behavior is the following:

- The current behavior lets the technician decide on a work sequence and transmit it to the SLR server.
- The Optimize capability allows the technician to ask SLR to come up with a work sequence.

### **F.4 Interface to External Meter Devices**

The following interfaces are the development of software to communicate between Ventyx Software and third party products. Ventyx limits responsibility only to the Ventyx Software developed to communicate properly with the third party products and is in no way responsible for the delivery, quality, use-ability, or reliability of the third party products or the ability of the third party products to properly communicate with Ventyx Software.

**Itron Interface for 60W Meters**

- a) Ventyx shall update the existing Itron interface to work with the new Itron technology for 60W meters. This interface will allow for the remote reading, checking and programming of the 60W meters as well as the older technology meters as supported by the Itron interface. The new Itron interface may co-exist on the MA with the proposed Badger interface. The MA will automatically determine the interface to use for a meter based on the device type but the technician will also be provided with a manual override in cases where the MA does not have enough information to determine the type of device.
- b) The new Itron interface will only be applicable to the 32-bit MA, which is required to interface to the new Itron Software.
- c) Final requirements and design will be formalized prior to the implementation of the Itron 60W interface.

**Badger Orion IR Interface**

- d) Ventyx shall implement a new interface on the MA to the Badger Orion IR API to allow for the reading and programming of water meters. The user interface and functionality within the MA shall be based on the existing Itron interface to maintain consistency for the technicians. The new Itron and Badger interface may co-exist on the MA. The MA will automatically determine the interface to use for a meter based on the device type but the technician will also be provided with a manual override in cases where the MA does not have enough information to determine the type of device.
- e) The new Badger interface will only be applicable to the 32-bit MA, which is required to interface to the new Badger Orion IR.
- f) Final requirements and design will be formalized prior to implementation of the Badger Orion IR interface.

**Assumptions**

- 1. Consultation with Itron may result in on-site visit(s) to Ventyx offices by Itron employees.
- 2. A pre-requisite for this work is the completion of the 32-bit MA.

## G Brief Description of Mobile Mapping

Mobile Mapping is a module that can be added to the MA to provide the technician with a graphical view of his work. It also provides a supervisor with the ability to view the status of his fleet. Mobile Mapping shows a geographic view of the technician’s work area and allows him to process orders, get driving directions, find locations, and view asset information.

In addition to showing the streets and highways along which the Technicians will travel throughout the day, Mobile Mapping will also show the COH facilities such as ‘storm’, ‘waste’, and ‘water’ layers. (See section H Map Data Acquisition and Preparation.)

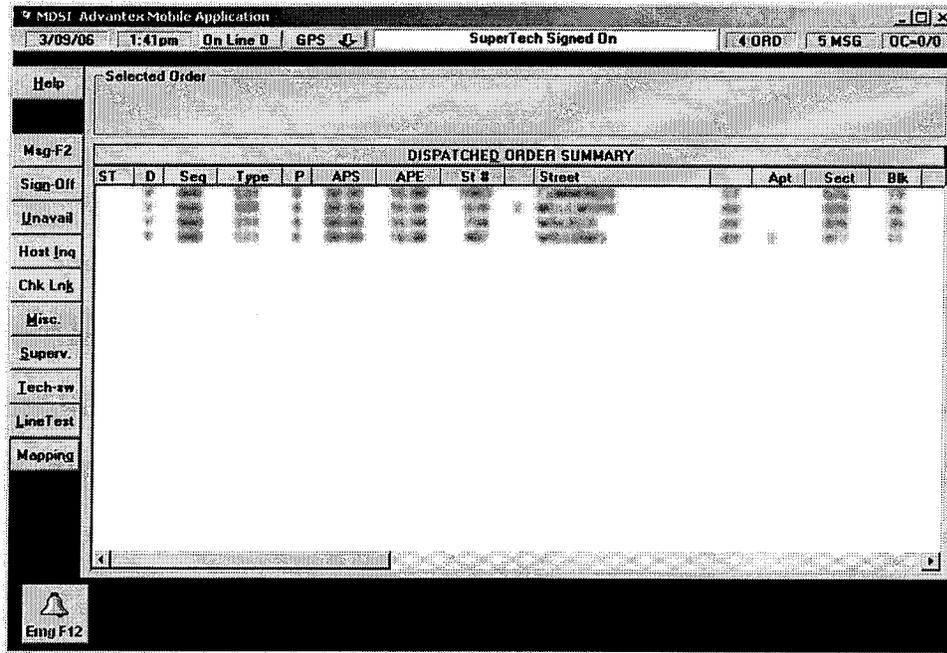


Fig 1: Mobile Application demonstrating Mapping Button

The map is displayed by clicking on a new “Mapping” button on the MA Dispatched Order Summary screen.

COH - WORK FORCE MANAGEMENT SYSTEM  
 DATE: FEBRUARY 25, 2008  
 STATEMENT OF WORK – PROJECT ENHANCEMENTS TO INSTALLED ADVANTEX R5.4.1

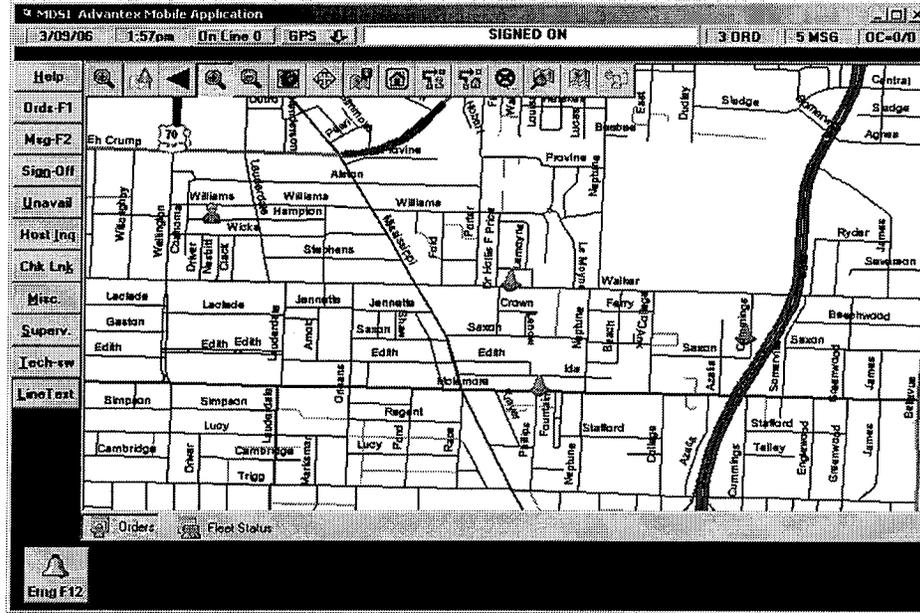


Fig 2: Mobile Mapping showing main screen

Throughout the course of a day, a technician using Mobile Mapping may typically perform the following functions:

- Get an overview of orders by panning over the maps. Orders are identified by pylons. When implemented with Street Level Routing, order icons will also be labeled with their sequence number.
- Zoom into or out of a particular geographic area.
- Selectively show or hide layers of the map to view relevant information. Layers could include streets, highways, boundaries and asset information (such as storm, waste, water).
- Hover over order icons to obtain detail information.

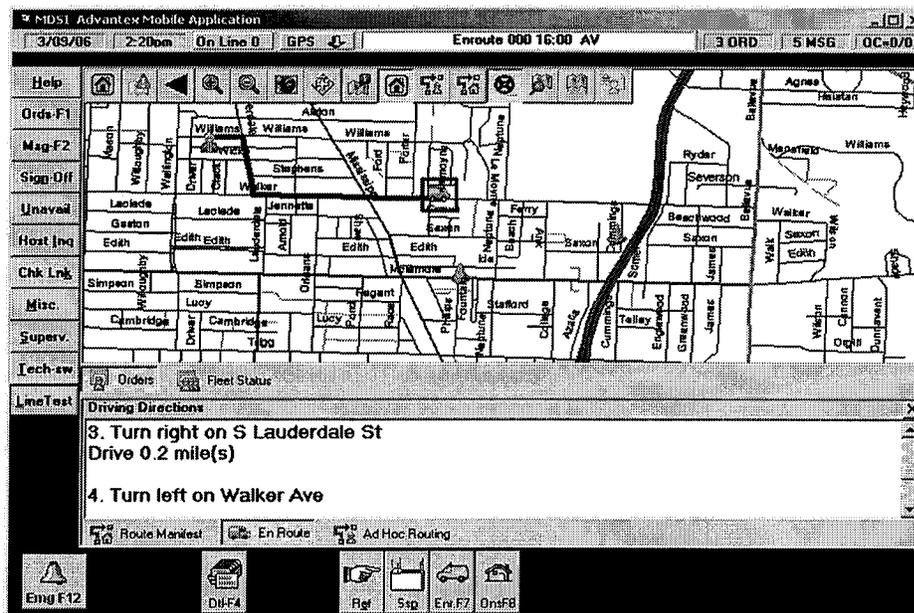


Fig 3: Mobile mapping showing route and route manifest

**COH - WORK FORCE MANAGEMENT SYSTEM**

**DATE: FEBRUARY 25, 2008**

**STATEMENT OF WORK – PROJECT ENHANCEMENTS TO INSTALLED ADVANTEX R5.4.1**

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A technician using Mobile Mapping may also perform the following functions:

- Search for a specific location.
- Request a route to trace from point A (e.g. current location) to point B (e.g. the next order).
- Request a routing manifest that provides turn by turn directions.

Pre-requisite Requirement for Mobile Mapping:

Completion of the 32-bit MA modification and installation of map data meeting Ventyx requirements.

## H Mapping Data

### Map Data Acquisition and Preparation:

Different components of Advantex R5.4.1 mapping modules require different variations of map data. For example, the DA requires just a basic set of maps that show the roads so that the dispatcher can see where the technicians and orders are located. The MA requires a different set of maps that enable the Mobile Mapping module to trace out a proposed route from point A to point B at the request of the technician. Finally, the Street Level Routing maps require intelligence to produce an optimized traversal sequence when a set of orders with Latitude/Longitude data is given.

### Purchase and Process for Map Data

Map data to support these mapping modules (Dispatch Map, Mobile Map, and Street Level Routing) needs to be purchased and rendered into a form suitable for the software's use. This section details the purchase and processing requirements associated with the sets of map data that are included in this SOW.

	Dispatch Map Data (This SOW)	Mobile Map Data (This SOW)	Street Level Routing Map Data (This SOW)
Source of Map Data	1) COH supplies map data with facility layers (shape file format) to Ventyx (See Table 1)	1) Ventyx supplies 3rd party map data (Tele Atlas) 2) COH provides facility layers (shape file format) to Ventyx (See Table 1)	1) Same 3rd party data purchased for Mobile Mapping
Services	1) Ventyx Professional Services to package & deliver data	1) Ventyx purchases map data 2) 3rd party processes data 3) Ventyx Professional Services packages and delivers data	1) Ventyx purchases map data 2) 3rd party processes data 3) Ventyx Professional Services packages and delivers data
Tasks included in this SOW	1) Ventyx Professional Services	1) Ventyx purchases map data 2) 3rd party services 3) Ventyx Professional Services	1) Same map data purchased for Mobile Mapping 2) 3rd party services 3) Ventyx Professional Services
Frequency	Once (at delivery to COH Test environment)	Once (at delivery to COH Test environment)	Once (at delivery to COH Test environment)

	Dispatch Map Data (Subsequent PCR)	Mobile Map Data (Subsequent PCR)	Street Level Routing Map Data (Subsequent PCR)
Source of Map Data	1) COH supplies map data with facility layers (shape file format) to Ventyx (See Table 1)	1) COH supplies 3rd party map data (Tele Atlas) 2) COH provides facility layer (shape file format) to Ventyx (See Table 1)	1) Same 3rd party data as purchased for Mobile Mapping
Services	1) Ventyx Professional Services to package and deliver data	1) 3rd Party processes data 2) Ventyx Professional Services packages and delivers data	1) 3rd party processes data 2) Ventyx Professional Services packages and delivers data
Tasks included in	1) Ventyx Professional Services	1) 3rd party services Ventyx Professional	1) 3rd party services 2) Ventyx Professional

future PCR		Services	Services
Frequency	Once a Year	Once a Year	Once a Year

**Geographic Areas for Map Data**

Map Data sets for Dispatch Mapping, Mobile Mapping and Street Level Routing will include the following counties:

- a. Harris
- b. Montgomery
- c. Fort Bend

Notes:

1. For Mobile Mapping and SLR data delivered under this SOW, Ventyx will purchase data approximately 6 weeks before their internal system testing at which time the latest version of Tele Atlas data will be requested.
2. For Mobile Mapping and SLR data following delivery in this SOW, COH will provide map data approximately 6 weeks before Ventyx system testing and should purchase the latest version of Tele Atlas map data available at that time.
3. The City of Houston requires annual map update for Mobile Mapping and SLR throughout the length of the Contract. Following year one of the Contract, the City of Houston will annually purchase Tele Atlas map data (that includes Harris, Montgomery and Fort Bend counties) and provide it to Ventyx for processing, packaging, and delivery.
4. The COH should request the map data sets for DA, MA and SLR together each year as it is advantageous to receive these updates simultaneously. A PCR will be priced to deliver annual map updates for the DA, MA and SLR in the years following delivery in this SOW.

**Facility Layers for Dispatch and Mobile Mapping**

The COH has requested the following layers of geographic details to be provided for Dispatch and Mobile Mapping indicated in Table 1.

Geographic Details	Level of Detail		
County limits			
City limits			
City Streets			
Storm	Lines	Nodes	Point
Waste	Lines	Nodes	Point
Water	Lines	Nodes	Points
WCS Point			
Center Line			
Edge of Payment			
Easement			

Table 1

EXHIBIT A-1: PROJECT SCHEDULE

## EXHIBIT A-2: DELIVERABLES LIST

### **Service Suite Modules**

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Licenses are for 160 named Production Mobile users and 30 named Production Dispatch users for use on 1 production server(s) and 1 non-production server(s) (for testing/training) except as may be otherwise noted under the Third Party Software section below.

#### **Core Modules**

Service Suite Dispatch	Native Service Suite Interface
Service Suite Mobile - Windows XP	Service Suite System Administration
Service Suite Scheduling	Service Suite Business Intelligence
Workforce Optimization	Historical Database
Workforce Availability	Service Suite Vehicle Tracking - GPS
Service Suite Wireless - UDP/IP	

#### **Current R5.4 Optional Modules**

- Service Suite Scheduling
  - Appointment Booking
- Service Suite Business Intelligence
  - Data Warehouse
- Service Suite Dispatch Mapping
- Service Suite Street Level Routing

#### **New Service Suite 8 Additional Modules**

- Service Suite Mobile Mapping
  - Street Maps and Facility Maps

#### **Third Party Software Included in above-named Modules**

Unless otherwise stated, third party software is provided for 1 production instance(s) only.

Modules powered by ESRI:	Service Suite Dispatch Mapping - 20 Production users
	Service Suite Street Level Routing - 160 Production users
	Service Suite Mobile Mapping (Streets & Facilities) - 160 Production users

#### **Additional Third Party Software**

TeleAtlas Map Data for Mobile Mapping or SLR for 160 Mobile users

This license agreement entitles the City of Houston to current functionality of their Advantex R5.4 system, with the addition of the Service Suite 8 Mobile Mapping Module. When the City of Houston upgrades the system to Service Suite 8, additional third party product licenses will be required to be purchased for various modules in the R5.4 system.

EXHIBIT A-3: CONTRACT PRICE AND PAYMENT SCHEDULE

LICENSE FEE: \$202,600

SERVICES FEE: \$409,150\*

TOTAL ALL LICENSES AND SERVICES: \$611,750

CONTRACTOR SHALL HAVE THE RIGHT TO INVOICE CITY AS FOLLOWS:

MILESTONE PAYMENT: UPON CONTRACT SIGNING:

License Fee =		<b>\$202,600</b>
50% of (Phase 1 + Phase 2) Delivery Services Fee =		<b>\$204,575</b>
Phase 1 Delivery Services:	\$233,391	
Phase 2 Delivery Services:	\$175,759	
Total Phase 1 + Phase 2:	\$409,150	
50% of Total Phase 1 + Phase 2:	\$204,575	

MILESTONE PAYMENT: UPON PHASE 1 SOFTWARE DELIVERED:

50% of \$233,391 Phase 1 Delivery Services Fee =	<b>\$116,695</b>
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MILESTONE PAYMENT: UPON PHASE 2 SOFTWARE DELIVERED:

50% of \$175,759 Phase 2 Delivery Services Fee =	<b>\$87,880</b>
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Estimated Travel Costs: Not to Exceed **\$28,000**

Travel is estimated in Exhibit A: Statement of Work

**Annual Maintenance and Support**

Annual costs for services and product maintenance as defined in Schedule C:

First Year Maintenance	\$186,400
Years Two annual fee	\$180,300 + CPI
Years Three annual fee	Year 2 + CPI
Year 4 annual fee (optional)	Year 3 + CPI
Year 5 annual fee (optional)	Year 4 + CPI

ALL PROJECT RELATED TRAVEL, ACCOMMODATION AND PER DIEM EXPENSES ARE ADDITIONAL TO THE CONTRACT PRICE AND ARE BILLED AS INCURRED.

\* BASED UPON DELIVERY OF VENTYX SOFTWARE AS CONFIGURED IN ACCORDANCE WITH THE CONFIGURATION LIMITS DESIGNATED AS "STANDARD" IN APPENDIX A OF THE STATEMENT OF WORK (SCHEDULE A TO THIS CONTRACT).

EXHIBIT A-4: CONTRACT PRICE DETAILS

Licenses for Deliverables listed in Exhibit A-2: \$429,200

- 160 named production mobile application users
- 20 named production dispatch application users with map dispatch
- Core Modules
- Currently installed Advantex R5.4 Additional Modules
- Use of installed Advantex R5.4 until Customer ready to upgrade

Additional Licenses:

- 160 Mobile Mapping for Streets & Facilities: \$77,000
- 10 named production dispatch application users \$20,000  
(without map dispatch)

Third Party Software pricing included in above-named Modules

Additional Third Party Software and Services

- TeleAtlas Map Data for Mobile Mapping \$5,800  
or SLR for 160 Mobile Users
- Map Data Conversion for one set of data \$6,000
- Subtotal \$538,000

Credit for existing R5.4 Licenses \$335,400

**Total Licenses and Third Party Products and Services \$202,600**

Phase 1 Software Deliverables listed in SOW for Installation of R5.4 Modifications:

- DA Enhancements \$8,438
  - Support for additional DA users
  - Re-schedule multiple orders on DA
- MA Enhancements \$135,328
  - Upgrade to 32-bit MA and Migrate SDE Functionality to SA
  - Capture GPS Coordinates
  - Integrate Mobile Mapping with Streets and Facilities
  - Map Data Packaging for MA
- Workforce Optimization \$89,625
  - Replace R5.4 WDS with Service Suite 8 similar functionality  
Known also as Geo-Spatial Workload Distribution System
  - Add Optimize Capability to MA for SLR

**Total Phase 1 R5.4 Modifications: \$233,391**

Phase 2 Software Deliverables listed in SOW for Installation of R5.4 Modifications:

- Interface to External Meter Devices \$219,775
  - Itron Interface for 60W Meters
  - Badger Orion IR Interface
- Ventyx Professional Services Bundling Discount (\$44,016)

**Total Phase 2 R5.4 Modifications \$175,759**

Note: Third party software licenses specific to Service Suite 8 installation are intentionally excluded and must be purchased at time of installation of Service Suite 8 software. This includes but may not be limited to BEA software and ESRI components for Dispatch Mapping and SLR.

EXHIBIT B

THE SPECIFICATIONS, SOLUTION DESIGN DOCUMENT AND THE SERVICE SUITE TECHNICAL SPECIFICATION SHALL BE INCORPORATED BY REFERENCE AS PART OF THIS EXHIBIT B AND SHALL CONSIST OF THOSE DOCUMENTS AND SPECIFICATIONS SPECIFIC TO THE AS-BUILT, AS-INSTALLED ADVANTEX SOFTWARE VERSION R5.4 PROVIDED UNDER CONTRACT BETWEEN CITY OF HOUSTON AND MOBILE DATA SOLUTIONS INC. (MDSI), PREDECESSOR IN INTEREST TO VENTYX INC., DATED ON OR ABOUT JANUARY 30, 2001 AND SUBSEQUENTLY MODIFIED AND DOCUMENTED IN PREVIOUSLY COMPLETED PROJECT CUSTOMER SYSTEM DOCUMENT AND COMPLETED CHANGE ORDERS AND THE STATEMENT OF WORK INCLUDED IN THIS CONTRACT EXHIBIT 'A'.

EXHIBIT C

VENTYX SOFTWARE MAINTENANCE AND SUPPORT TERMS AND  
CONDITIONS



SCHEDULE C TO SUPPLY CONTRACT

DATED \_\_\_\_\_ BETWEEN

City of Houston

AND

Ventyx Inc.  
3301 Windy Ridge Parkway  
Atlanta, GA 30339  
With the phone number: 770-952-8444  
And with the fax number: 770-989-4231

## **MAINTENANCE AND SUPPORT TERMS AND CONDITIONS**

### **ARTICLE 1. DEFINITIONS**

1.1 The following terms shall have the following meanings. The terms as used throughout this SCHEDULE C shall have capital initial letters.

Call Desk:	Ventyx facility where Customers place Service Requests
Corrective Action:	Action undertaken to provide a solution to a Service Request.
CSA:	Customer Support Analyst.
Customer:	The party shown above as having entered into this Agreement with Ventyx.
Data Migration:	a service provided by Ventyx, if Customer requests it, to move the Licensee's Service Suite Operational Database (ODB) to a Revision chosen by Ventyx to be installed during an Upgrade.
Effective Date:	The date on which the Support Services begin, which is the same as the Effective Date of the Supply Contract.
Escalation:	The procedure used by Ventyx and the Customer to ensure a speedy and effective resolution of a problem.
Logged Call:	The recording by Ventyx of the receipt of a Service Request from the Customer.
Maintenance Release:	Correction of programming errors to the version of the Software delivered by Ventyx to the Customer.
Response Time:	The time between a Logged Call and the time that Ventyx begins active work in response to a Service Request regarding Ventyx Software operating on Customer's production server(s).
Revision:	a standard release of the Ventyx Software modules licensed to Customer which includes either new functionality or an extension of current functionality provided by the version of the Ventyx Software delivered by Ventyx to the Customer, excluding any customisations which may have been made to Customer's Ventyx Software.
Severity Level:	The impact of the problem on the Customer.
Service Charge:	The amount charged for the services.
Software:	The software programs listed in Exhibit C-1 which consist of computer programs in object format, together with documentation and any auxiliary materials. The term "Software" shall include Ventyx Software and Third Party Software.
Source Documentation:	Those Product Items listed in Exhibit C-1 in which functional and other requirements are recorded.
Service Request:	The Customer's request for Ventyx to provide support assistance in solving a problem.

Specifications:	Ventyx Software functional specifications and Compose 2 specifications, as set out in the relevant Schedule B to the above-referenced Supply Contract, as amended by similar documents for any Maintenance Releases or Revisions provided hereunder to Customer.
Statement of Work:	the definition and list of work to be provided by Ventyx to the Licensee, (together with all services to be performed by the Licensee), the responsibilities of the parties in the performance of the various project tasks, and the assumptions relied upon by Ventyx in providing the work. Statements of Work may be agreed to by the parties to be performed under this Contract from time to time, such as, but not necessarily limited to, a Statement of Work for each Upgrade.
Target Response Time:	Ventyx's goal for Response Time to a Service Request specified against the agreed Severity Level.
Technical Consultation:	Product or system related queries that are not related to programming errors.
Third Party Software:	Software and associated documentation and materials proprietary to a third party and distributed by Ventyx to the Licensee and described in Schedule C-1.
Upgrade:	the installation of a Revision of the Ventyx Software and the performance of Data Migration.
Ventyx Normal Hours:	The times normally worked by Ventyx at the service location.
Ventyx Software:	Software in executable code and associated documentation and materials proprietary to Ventyx described in Schedule C-1, which includes all modifications made to such Ventyx Software.
Workaround:	Any measure taken, temporary or otherwise, which results in Corrective Action.
Working Day:	Ventyx Normal Hours for a complete day, Monday to Friday, excluding Statutory Holidays in the country of the service location.

## **Article 2. Ventyx Services**

2.1 Ventyx will provide maintenance and support of the Software listed in Exhibit C-1, so that the Ventyx Software operates in substantial conformity to the Specifications and so that the Third Party Software is maintained in accordance with the standard maintenance terms and conditions offered by the manufacturers of such Third Party Software, in response to the Service Requests made by the Customer from time to time.

### **2.2 Support Services**

The Support Services shall comprise:

- a) appointing a CSA that is the primary point of contact for all issues arising under this Agreement;
- b) Ventyx responding to Customer Service Requests for the correction of programming errors in the version of the Software delivered by Ventyx to the Customer. Ventyx shall receive Service Requests seven days a week, twenty-four hours a day as to Ventyx Software on the Customer's production server and during Working Days as to Ventyx Software on one test/training server and shall provide this service through a dial-up serial telecommunications link;

- c) providing remote assistance with installation and testing of the Maintenance Releases during Ventyx Normal Hours where reasonably requested by the Customer;
- d) providing Workarounds where appropriate and agreed to by the Customer;
- e) correction of programming errors to the version of the Software delivered by Ventyx to Customer. All Maintenance Releases for Ventyx Software shall be licensed to Customer in accordance with the terms and conditions of the Supply Contract, and all Maintenance Releases for Third Party Software shall be licensed to Customer in accordance with the license terms and conditions under which the Third Party Software was licensed to Customer;

Maintenance Releases are intended to remedy deficiencies in the Software or improve operating performance without altering the basic functionality or configuration. Maintenance Releases are installed remotely by Ventyx. In some cases Maintenance Releases may require that the Customer upgrade their hardware and software operating systems. The Customer is responsible for any services and costs of any new operating system and/or computer equipment or related charges which may be required if the Customer decides to utilize a Maintenance Release offered by Ventyx.

Ventyx will preserve data structures and file layouts wherever possible. Where there is a change to the data structures or file layouts, Ventyx will co-ordinate these changes carefully with the Customer and provide data conversions as necessary, to minimize any disruptions to production operations or data. Ventyx will provide notification of Maintenance Releases to Customers as appropriate;

- f) taking part in all necessary telephone conversations, correspondence and other communications with Customer directly relating to the services provided under this Agreement; and
- g) providing Technical Consultation up to 4 hours per month during Ventyx Normal Hours. The Customer shall use this time in segments and all segments shall be deemed to be of a minimum duration of fifteen minutes (the result of which is that the Customer is entitled to a maximum of sixteen telephone calls per month). The customer may not add to its entitlement of four hours per month by using any unused time from a previous month.

## 2.3 Excluded Services

2.3.1 The following supplies and services are excluded from the scope of this Agreement:

- (a) services which are required to remedy problems that stem from changes or defects in hardware or software that interfaces with Software;
- (b) services which are required to remedy problems which do not stem from any defect in Software;
- (c) services which are required to remedy problems caused by improper treatment or use of the Software;
- (d) services which are required to remedy problems arising from a change in system configuration by the Customer;
- (e) services which are required to investigate problems to determine whether they are caused by a defect in the Software, except for that proportion of such services which corresponds to the proportion of the problem determined by Ventyx to actually be caused by a defect in the Ventyx Software, if any;
- (f) services which are outside the scope of the services to be provided by Ventyx under this Agreement;
- (g) services required due to Customer's failure to install a Maintenance Release provided by Ventyx;
- (h) remote monitoring and diagnosis of the Software; and

(i) services to provide corrections or updates to modifications or customisations made by Customer to the Ventyx Software user documentation and/or help files.

Additional Charges for excluded services are provided on a time and materials basis.

2.4 The delivery of the Ventyx services provided under this Agreement will commence on the Effective Date.

### **Article 3. Other Services**

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The following services are available at additional charge.

#### **3.1 ON-SITE ASSISTANCE**

Ventyx can provide onsite assistance with installation and testing of the Ventyx Software at a Customer location.

#### **3.2 UPGRADES**

Services related to Upgrades are chargeable at Ventyx's then-current time and materials charges.

#### **3.3 CUSTOMIZED ENHANCEMENTS**

**THE CUSTOMER MAY REQUEST A CHANGE TO THE VENTYX SOFTWARE TO IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE FUNCTION OF THE VENTYX SOFTWARE OR ADD ONE OR MORE NEW FUNCTIONS.**

3.4 Escrow Source Material Preparation and Deposit

In the event that the Customer and Ventyx have executed a source code escrow agreement, Ventyx will prepare and deposit customer specific Ventyx Software source code and documents with an accredited escrow agent under contracted terms. The source code will be updated as provided in the escrow agreement. The Customer is responsible for paying all fees associated with escrow establishment and annual maintenance to the escrow agent if any customisation has been made to the baseline source code. The Customer is responsible for paying Ventyx its then-current time and materials charges for preparation of source code material for initial deposit and updates if any customisation has been made to the baseline source code.

3.5 Product Consultation

The basic product consultation service is provided through the Technical Consultation service as defined in Clause 2.

3.6 Educational Services

Ventyx provides a wide range of training that is available in addition to our standard train the trainer program.

### **Article 4. Services and Materials to be Supplied by the Customer**

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4.1 Single Point of Contact

The Customer is required to ensure that at least one current staff person has been fully trained on the Ventyx Software and provide a help desk function to perform the following:

Provide staff trained to operate, monitor and manage the system environment, including database management, the operating system and the RF system (or have access to such staff).

Carry out initial analysis and attempt to replicate the problem in an effort to resolve simple and user error type problems. They will coordinate the gathering of relevant information from the dispatchers, control room staff, computer room operators and field staff in order to diagnose reported problems.

Distinguish between normal and abnormal operation of the Software, accurately describe symptoms of repeatable problems on a trouble report for submission to Ventyx.

Notify Ventyx of problem situations using agreed procedures if the problem cannot be resolved after the initial analysis and the Customer determines that the problem concerns the Software.

#### 4.2 The Customer will be required to supply or coordinate the following:

- Provide system management services, including application administration, operating system administration and DBA responsibilities for the Software.
- Manage the Software external interface issues and problems including network management, disaster recovery, network elements and application providers.

Notify Ventyx of any configurational, environmental, or infrastructure changes to the Software or to the operational systems.

- Manage security and access control to the Software.

Purchase additional software licenses for operating system and new hardware required to support new revisions or versions of the Software.

Ensure a maintenance contract is in place for operating system software.

Provide onsite installation and testing of the Software. Apply delivered Maintenance Releases to ensure currency of Software.

Provide a test/training environment.

Provide 24 hour access to the Customer's system as per Clause 6.6.

Provide the necessary hardware, software and telecommunications connection(s) at the Customer's locations.

Provide 7 x 24 access to all of the configuration changes made to the Ventyx Software by the Customer and download of all configuration changes by FTP to a server at Ventyx's site with notification to Ventyx.

4.3 The Customer shall be responsible for ensuring that all third party products, equipment and other materials supplied by the Customer for use in the provision of the services are covered by adequate maintenance contracts and Ventyx shall be entitled to call on such maintenance support services on behalf of the Customer where necessary in the provision of the Services covered by this Agreement.

## **Article 5. Pricing and Review of Charges and Service**

- 5.1 The Service Charge and payment options are stated in Exhibit C-2. The Service Charge and the fees for any work charged under this Agreement on a time and materials basis shall be exclusive of any and all applicable sales, use and services taxes, value added tax, withholding taxes, other taxes, duties, levies of any kind, in any jurisdiction, other than income taxes properly payable by Ventyx. These excluded amounts shall be paid for by the Customer.
- 5.2 Any work to be charged on a time and materials basis under this Agreement will be charged at Ventyx's then prevailing rates. Any such work shall be invoiced monthly in arrears.
- 5.3 Unless otherwise expressly stated in Exhibit C-2, the Service Charge and the time and materials costs shall be exclusive of all Ventyx travel and living expenses incurred in performance services for Customer. Such travel and living expenses shall be reimbursed by Customer and shall be invoiced as incurred.
- 5.4 This Agreement shall run for a period of 3 years from the Effective Date unless terminated earlier in accordance with the terms and conditions of this Schedule C. Upon the expiry of such term, this Agreement shall be renewed on terms and conditions subject to the mutual agreement of the Parties.
- 5.5 Customized enhancements to the Software may result in increases to the Service Charge.
- 5.6 Where the Customer or Ventyx request, and agree to, a variation in any of the services specified within Clause 2 of this Agreement, and that variation is considered to have an effect on the Service Charge detailed in Exhibit C-2, a revised Exhibit C-2 reflecting the variation will be issued when there is mutual agreement to the revised Service Charge.
- 5.7 On each anniversary of the Effective Date of this Agreement, Ventyx may increase the monthly/annual charges by the percentage increase, over the year immediately preceding the anniversary date, in the Consumer Price Index (category "Other Goods and Services") for the country in which the Customer is located, provided that the percentage increase shall be based on the most current Consumer Price Index information available before the anniversary date. Ventyx shall give written notice to the Customer of any increase in the monthly/annual charges, at least sixty days before the desired effective date of the increase. Price increases related to maintenance of Third Party Software shall be included in the increase and shall occur at such time as determined by the manufacturer of such Third Party Software.

## **ARTICLE 6. PROBLEM REPORTING AND RESPONSE**

### **6.1 Responses**

Service Requests regarding Ventyx Software on the Customer's production server(s) shall be categorised into one of four Severity Levels as follows:

- Critical – The application is not working at all and is causing a major impact to the business. For it to remain at Critical, the Customer's support staff must remain on site until resolution.
- High - A significant part of the application is not working. Impairs but does not curtail the Customer's ability to use the Software. For it to remain at High, the Customer's support staff must remain on site during the Customer's normal business hours until resolution.
- Medium - A minor part of the application is not working. Does not significantly impair the Customer's ability to use the Software.
- Low - Cosmetic faults (e.g. documentation, screen layout).

The Customer representative, in agreement with Ventyx's service personnel will establish the relevant Severity Level of the Service Request. Regarding Ventyx Software, the Target Response Time shall be as follows:

<b><u>Severity</u></b>	<b><u>Target Response Time</u></b>
Critical	- Within 4 Hours
High	- Within 8 Ventyx Normal Hours
Medium	- in a subsequent Maintenance Release
Low	- in a subsequent Maintenance Release

Severity of problems regarding Third Party Software and the related support response times shall be as defined by the manufacturer thereof.

## 6.2 ESCALATION PROCEDURE

The Customer can request that a Critical Service Request be escalated according to the following escalation procedure:

Upon the initial request, the Call Center representative will involve the CSA. The CSA owns the issue and provides the Customer with status reports at a mutually agreed upon schedule.

If the Customer is not satisfied with the results from the CSA as of eight (8) hours after the initial request, the Customer can request escalation to the Customer Support Manager. The Customer Support Manager then owns the issue and provides the Customer with status reports at a mutually agreed upon schedule.

If the Customer is not satisfied with the results from the Customer Support Manager as of twenty-four (24) hours after the initial request, it can request another escalation to the Director of Customer Support. The Director of Customer Support then owns the issue and provides the Customer with status reports at a mutually agreed upon schedule until the issue is resolved.

If the Customer is not satisfied with the results from the Director of Customer Support, as of thirty-six (36) hours after the initial request, the Customer can request another escalation to the Business Unit Vice President. The Vice President then owns the issue and provides the Customer with status reports at a mutually agreed upon schedule until the issue is resolved.

### 6.3 Reporting of problems

Ventyx shall use its judgement in prioritizing work on concurrent Service Requests, at all times having regard to the priorities initially assigned or subsequently communicated by the Customer.

Critical and High Service Requests will be communicated by telephone to Ventyx's Call Desk

The Customer will log Medium and Low Severity Service Requests through Ventyx Online, thus creating a Logged Call in MARS (the Ventyx Action Request System) which will have a reference number and time logged. If for some reason the Customer is not able to log the Service Request via Ventyx Online, the Customer will submit the request in writing by email, fax, or by contacting Ventyx, and Ventyx will log the Service Request. Ventyx will then communicate this information back to the Customer for the purposes of problem tracking.

The time of the Customer's Logged Call with Ventyx will be used to track Response Time.

The assigned Severity Level, agreed to at the time of communicating the Service Request, may be changed by mutual consent during the process of resolving the problem.

### 6.4 Service Level Report

Ventyx will make available quarterly service level review reports which will include detail of each Customer Service Request; date logged, Severity Level, status of outstanding problems, and the response time(s) of each Service Request.

### 6.5 Review of Service

The CSA will telephone the Customer each quarter, with the purpose of formally reviewing the provision of service provided by Ventyx under this Agreement. Upon request of either of the parties, service review times can be scheduled more or less frequently.

Quarterly service reviews will be scheduled with the following participants:

Customer representative:	Designated person/s
Ventyx representative:	CSA

The objectives of the review are to check service indicators and performance for the previous quarter, to highlight specific management/communication problems and to agree actions for possible improvements.

#### 6.6 Access to system

Subject to the security requirements of the Customer, Ventyx or its designated representative, shall have 24 hour remote dial in access to the Customer's system to enable Ventyx or its designated representative to perform any of the obligations placed upon Ventyx by this Agreement. The Customer shall bear the cost of providing such dial in access at their site.

The Customer must provide Ventyx with at least two regularly maintained PPP/ SLIP access routes into their test Service Suite server. The routes may be any combination of Internet access through relevant firewalls, multiple phone numbers to different modem servers, or another mutually agreed access route. All routes of access must allow for the establishment of Telnet sessions on the production Service Suite server. In the event that the primary access route is through a VPN connection, Customer must provide a secondary dial in access route for Ventyx's use in the event that the VPN fails to provide access.

The Customer may be required to have installed Ventyx provided automated monitoring and notification tools on the Customers' systems. These tools may require access to the Customers' outbound email systems or paging systems or modem servers.

#### 6.7 Supported methods of electronic transfer:

1. TCP/IP, using utilities such as 'ftp'
2. Email attachments using mime, (Multipurpose Internet Mail Extensions) mail message forwarding specification.
3. CD-ROM or 3.5 inch Diskettes, (virus checked by the Customer and Ventyx)

Transferred data will consist of MS Word for Windows 97 (sr-2), 98 or 2000 documents, and any other data used to support the project, produced using standard and agreed tools (e.g. WinZip and MS Access databases).

#### 6.8 Site Visits

Site visits by Ventyx are only to be made where both parties are in full agreement that a site visit is the only feasible means of providing the Customer with Corrective Action. For such visits the Customer will ensure that Ventyx has reasonable access to the building 24 hours a day, and such access may include sufficient office space, office supplies and services, and access to an external telephone 24 hours a day. The Customer shall bear the cost, including all out-of-pocket expenses, associated in providing the above items.

If the Customer requests Ventyx to go on site to resolve a problem the Customer will be responsible for all costs associated with that site visit.

### **ARTICLE 7. UPGRADES**

7.1 Ventyx shall provide Upgrades to Customer. Customer and Ventyx will mutually agree as to the time the Upgrade shall occur. It is highly recommended that Customer upgrade to the newest version of a licensed software module (i.e. deploy the Revision) when it is made available by Ventyx. Ventyx shall perform the Upgrade either remotely, or at the Customer's option, at the Customer's site and Customer shall reimburse Ventyx for its expenses for such on-site visit. Notwithstanding any other provision of this Agreement, Customer shall pay Ventyx for all professional services and expenses incurred in connection with such Upgrade at Ventyx's standard rates then in effect. There will be no license fees charged for Revisions installed during the Upgrade.

7.2 Ventyx will provide Data Migration as a part of an Upgrade. Ventyx will provide notification of Upgrades to Customers as appropriate. During Upgrades,

Ventyx will preserve data structures and file layouts wherever possible. Where there is a change to the data structures or file layouts, Ventyx will co-ordinate these changes carefully with the Customer to minimize any disruptions to production operations or data.

7.3 Ventyx will provide remote assistance with installation and testing of Maintenance Releases and Revisions installed during Upgrades where reasonably requested by the Customer during Ventyx Normal Hours.

7.4 In some cases Upgrades, or a third party supplier of Customer's hardware or equipment, may require that the Customer upgrade their equipment or hardware and software operating systems. Customer is responsible for any services and costs of any new operating system, third party software and/or computer equipment or related charges which may be required.

7.5 Ventyx will provide the services described in Sections 2.1 and 2.2 for Third Party Software expressly listed in Exhibit C-1. The Customer is responsible to contract with a service provider for maintenance and support of any and all equipment and Third Party Software not expressly listed as supported by Ventyx. Customer shall be responsible for meeting the additional costs of all Third Party Software product license and version updates unless individually listed as provided by Ventyx. Ventyx shall not be liable to Customer if any of these third parties default in their respective Third Party Software support obligations to Ventyx, and all increases in pricing of licenses and services or otherwise for such support and maintenance shall be passed by Ventyx through to the Customer (which the Customer shall forthwith pay to Ventyx in full).

7.6 Customer should apply delivered Revisions for the Upgrade as soon as practicable after receiving them from Ventyx, in order to ensure currency of Ventyx Software. A failure to install Maintenance Releases or Revisions within three months after receipt may result in an immediate increase in the monthly charges. Ventyx reserves the right to discontinue maintenance for a particular version of the Ventyx Software upon six months' prior written notice to Customer if such version will no longer operate with Third Party Software or equipment for which support is available at reasonable cost from the manufacturer thereof.

7.7 If Customer allows this Agreement to expire, or if this Agreement is terminated and Customer desires at some later time to enter into a support agreement with Ventyx for support of the Ventyx Software, Customer shall pay the monthly charges for the intervening time during which the Ventyx Software was not covered by a support agreement, in consideration of reinstating support and maintenance of the Ventyx Software.

## **ARTICLE 8. LIMITATION OF LIABILITY**

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8.1 THE FOLLOWING PROVISIONS SET OUT VENTYX'S ENTIRE LIABILITY (INCLUDING ANY LIABILITY FOR THE ACTS AND OMISSIONS OF ITS EMPLOYEES) TO THE CUSTOMER, AND CUSTOMER'S SOLE REMEDY, IN RESPECT OF:

8.1.1 ANY BREACH OF ITS CONTRACTUAL OBLIGATIONS ARISING UNDER THIS SCHEDULE C; AND

8.1.2 ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION ARISING UNDER OR IN CONNECTION WITH THIS SCHEDULE C AND THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 8.

8.2 ANY ACT OR OMISSION ON THE PART OF VENTYX FALLING WITHIN CLAUSE 8.1, 8.1.1 AND 8.1.2 ABOVE SHALL FOR THE PURPOSE OF THIS CLAUSE 8 BE KNOWN AS AN "EVENT OF DEFAULT".

8.3 VENTYX'S ENTIRE LIABILITY AND CUSTOMER'S SOLE REMEDY IN RESPECT OF ANY EVENT OF DEFAULT UNDER THIS SCHEDULE C SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AGGREGATE OF THE SERVICE CHARGE ACTUALLY PAID BY THE CUSTOMER TO VENTYX FOR THE YEAR IN WHICH THE DEFAULT COMMENCED.

8.4 VENTYX SHALL NOT BE LIABLE TO THE CUSTOMER IN RESPECT OF ANY EVENT OF DEFAULT RELATING TO THIRD PARTY SOFTWARE OR HARDWARE OR FOR LOSS OF PROFITS, GOODWILL OR ANY TYPE OF SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING LOSS OR DAMAGE SUFFERED BY THE CUSTOMER AS A RESULT OF AN ACTION BROUGHT BY A THIRD PARTY) EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR THE VENTYX HAD BEEN ADVISED OF THE POSSIBILITY OF THE CUSTOMER INCURRING THE SAME.

8.5 IF A NUMBER OF EVENTS OF DEFAULT GIVE RISE SUBSTANTIALLY TO THE SAME LOSS THEN THEY SHALL BE REGARDED AS GIVING RISE TO ONLY ONE CLAIM UNDER THIS SCHEDULE C.

8.6 THE CUSTOMER HEREBY AGREES TO AFFORD VENTYX NOT LESS THAN THIRTY DAYS IN WHICH TO REMEDY ANY EVENT OF DEFAULT HEREUNDER.

8.7 VENTYX SHALL HAVE NO LIABILITY TO THE CUSTOMER IN RESPECT OF ANY EVENT OF DEFAULT UNLESS THE CUSTOMER SHALL HAVE SERVED WRITTEN NOTICE OF THE SAME UPON THE VENTYX WITHIN TWO MONTHS OF THE DATE CUSTOMER BECAME AWARE OF THE CIRCUMSTANCES GIVING RISE TO THE EVENT OF DEFAULT OR THE DATE WHEN CUSTOMER OUGHT REASONABLY TO HAVE BECOME SO AWARE.

8.8 NOTHING IN THIS CLAUSE 8 SHALL CONFER ANY RIGHT OR REMEDY UPON THE CUSTOMER TO WHICH IT WOULD NOT OTHERWISE BE LEGALLY ENTITLED.

#### **ARTICLE 9. TERMS AND CONDITIONS INCORPORATED BY REFERENCE**

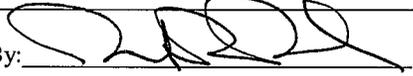
This SCHEDULE C is a part of the Ventyx Supply Contract referenced herein and is intended by the parties to incorporate the generally applicable terms and conditions to apply to the services, Revisions and Maintenance Releases for Software provided hereunder, specifically the following Clauses of the Supply Contract:

Clause 1	DEFINITIONS
Clause 13	GRANT OF LICENSE
Clause 14	OPERATING MANUALS
Clause 20	PATENT, DESIGN AND COPYRIGHT INDEMNITY
Clause 22	ASSIGNMENT AND SUB-CONTRACTING
Clause 24	WAIVER
Clause 25	TERMINATION
Clause 26	CONFIDENTIALITY
Clause 28	FORCE MAJEURE
Clause 29	LAW
Clause 30	NON-SOLICITATION
Clause 31	NOTICES
Clause 32	INVALIDITY AND SEVERABILITY
Clause 33	NO AGENCY
Clause 34	NO USE BY NUCLEAR FACILITY
Clause 37	EXPORT
Clause 38	LANGUAGE

IN WITNESS WHEREOF the parties thereto have executed this Agreement, which includes the Schedules hereto, through their respective officers, duly authorized for such purpose, as they so declare and represent, as of the date set out at the beginning of this Agreement.

On behalf of Ventyx:

On behalf of Customer:

By: 

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

Name: BRET R. BOLIN

Name: \_\_\_\_\_

Title: EVP & CFO

Title: \_\_\_\_\_

Date: FEBRUARY 26, 2008

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

REVIEWED AND  
APPROVED AS TO FORM

AV 2/25/08

## Exhibit C-1 - Software to be Maintained and Supported

### Service Suite Modules

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Licenses are for 160 named Production Mobile users and 30 named Production Dispatch users for use on 1 production server(s) and 1 non-production server(s) (for testing/training) except as may be otherwise noted under the Third Party Software section below.

#### Core Modules

Service Suite Dispatch	Native Service Suite Interface
Service Suite Mobile - Windows XP	Service Suite System Administration
Service Suite Scheduling	Service Suite Business Intelligence
Workforce Optimization	Historical Database
Workforce Availability	Service Suite Vehicle Tracking - GPS
Service Suite Wireless - UDP/IP	

#### Current R5.4 Additional Modules

- Service Suite Scheduling
  - Appointment Booking
- Service Suite Business Intelligence
  - Data Warehouse
- Service Suite Dispatch Mapping
- Service Suite Street Level Routing

#### New Service Suite 8 Additional Modules

- Service Suite Mobile Mapping
  - Street Maps and Facility Maps

#### Third Party Software Included in above-named Modules

Unless otherwise stated, third party software is provided for 1 production instance(s) only.

Modules powered by ESRI:	Service Suite Dispatch Mapping - 20 Production users
	Service Suite Street Level Routing - 160 Production users
	Service Suite Mobile Mapping (Streets & Facilities) - 160 Production users

#### Additional Third Party Software

TeleAtlas Map Data for Mobile Mapping or SLR for 160 Mobile users

This license agreement entitles the City of Houston to current functionality of their Advantex R5.4 system, with the addition of the Service Suite 8 Mobile Mapping Module. When the City of Houston upgrades the system to Service Suite 8, additional third party product licenses will be required to be purchased for various modules in the R5.4 system.

## Exhibit C-2 - Price and Payment Schedule

### Service Charge

First Year Maintenance	\$186,400
Years Two annual fee	\$180,300 + CPI
Years Three annual fee	Year 2 + CPI

Ventyx shall invoice the Customer annually and all invoices are payable within 30 days of invoice receipt. Any amounts outstanding for 30 days shall be subject to interest at a rate of 1 % per month (12% per annum).

### Services provided on a time and materials basis:

Daily Rates for all grades of Ventyx personnel providing this service shall be those in effect at the time service is provided.

EXHIBIT "D"

CERTIFICATION OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT

Bret R. Bolin, Executive Vice President and Chief Financial Officer,  
as an officer of Ventyx Inc. ("Engineer") has authority to bind the Engineer with respect to its  
bid, and hereby certify that Engineer has no employee safety impact positions, as defined in  
' 5.18 of Executive Order No. 1-31, that will be involved

in performing the Supply Contract (Project).

Engineer agrees and covenants that it shall immediately notify the City of Houston Director of  
Personnel if any safety impact positions are established to provide services in performing this  
City Contract.

FEBRUARY 26, 2008  
(Date)

Bret R. Bolin  
(Typed or Printed Name)  
  
(Signature)

Executive Vice President &  
Chief Financial Officer  
(Title)

REVIEWED AND  
APPROVED AS TO FORM  
AV 2/25/08

**EXHIBIT "E"**  
**DRUG POLICY COMPLIANCE DECLARATION**

I, \_\_\_\_\_ as an owner or officer of  
 (Name) (Print/Type) (Title)  
 \_\_\_\_\_ (Engineer)  
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ A written Drug Free Workplace Policy has been implemented and employees notified.  
 Initials The policy meets the criteria established by the Mayor's Amended Policy on Drug  
 Detection and Deterrence (Mayor's Policy).

\_\_\_\_\_ Written drug testing procedures have been implemented in conformity with the  
 Initials Mayor's Drug Detection and Deterrence Procedures for Engineers, Executive Order  
 No. 1-31. Employees have been notified of such procedures.

\_\_\_\_\_ Collection/testing has been conducted in compliance with federal Health and Human  
 Initials Services (HHS) guidelines.

\_\_\_\_\_ Appropriate safety impact positions have been designated for employee positions  
 Initials performing on the City of Houston contract. The number of employees in safety  
 impact positions during this reporting period is \_\_\_\_\_.

\_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ the following test has occurred  
 Initials (Start date) (End date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

\_\_\_\_\_ Any employee who tested positive was immediately removed from the City worksite  
 Initials consistent with the Mayor's Policy and Executive Order No. 1-31.

\_\_\_\_\_ I affirm that falsification or failure to submit this declaration timely in accordance  
 Initials with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in  
 this declaration are within my personal knowledge and are true and correct.

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Typed or Printed Name)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)

## EXHIBIT "F"

### EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules,

# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
ATL-001258615-03

**PRODUCER**  
MARSH USA Inc.  
Attn: Brenda Young-Epps  
3475 Piedmont Road NE  
Suite 1200  
Atlanta, GA 30305

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
**A** ST PAUL FIRE & MARINE INSURANCE COMPANY
- COMPANY  
**B** FARMINGTON CASUALTY COMPANY
- COMPANY  
**C** N/A
- COMPANY  
**D**

342887-AII-07-08

**INSURED**  
Ventyx Inc  
(formerly Indus International, Inc.)  
(formerly Mobile Data Solutions Inc.)  
(formerly Global Energy Decisions, Inc.)  
Ventyx Software Inc. (formerly MDSI)  
3301 Windy Ridge Parkway  
Atlanta, GA 30339

**COVERAGES** This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 4  
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	TE06804217	05/01/07	05/01/08	<table border="1"> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> </table>	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	PERSONAL & ADV INJURY	\$ 1,000,000	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any one fire)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000				
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A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$100 Comprehensive Deductible <input checked="" type="checkbox"/> \$1,000 Collision Deductible	TE06804217	05/01/07	05/01/08	<table border="1"> <tr><td>COMBINED SINGLE LIMIT</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE	\$								
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	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				<table border="1"> <tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr> <tr><td>OTHER THAN AUTO ONLY:</td><td></td></tr> <tr><td>EACH ACCIDENT</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> </table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY:		EACH ACCIDENT	\$	AGGREGATE	\$								
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AGGREGATE	\$																				
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	TE06804217	05/01/07	05/01/08	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>Deductible</td><td>\$ 10,000</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000	Deductible	\$ 10,000										
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Deductible	\$ 10,000																				
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	HF-UB-2361L06-9-07	05/01/07	05/01/08	<table border="1"> <tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td></td><td><input type="checkbox"/> OTHER</td><td></td></tr> <tr><td>EL EACH ACCIDENT</td><td>\$</td><td></td><td>1,000,000</td></tr> <tr><td>EL DISEASE-POLICY LIMIT</td><td>\$</td><td></td><td>1,000,000</td></tr> <tr><td>EL DISEASE-EACH EMPLOYEE</td><td>\$</td><td></td><td>1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS		<input type="checkbox"/> OTHER		EL EACH ACCIDENT	\$		1,000,000	EL DISEASE-POLICY LIMIT	\$		1,000,000	EL DISEASE-EACH EMPLOYEE	\$		1,000,000
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A	<b>OTHER</b> Real & Personal Property; Repl Cost	TE06804217	05/01/07	05/01/08	Blanket Buildings Coverage 18,000,000																
A	CyberTech Errors and Omissions Claims Made/\$250,000 Ded	TE06804217	05/01/07	05/01/08	Blanket Business Personal Prop 18,325,000 Each Claim or Suit 3,000,000 Combined Total Limit 3,000,000																

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
City of Houston is named as an Additional Insured on Automobile and General Liability coverage. Waiver of Subrogation applies on Automobile, General Liability and Workers' Compensation coverage per written contract.

**CERTIFICATE HOLDER**  
CITY OF HOUSTON PUBLIC WORKS AND ENGINEERING  
4200 LEELAND  
HOUSTON, TX 77023

**CANCELLATION**  
SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.

MARSH USA INC.  
BY: Ted L. Young *Ted L. Young*  
MM1(3/02) VALID AS OF: 08/29/07