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FIRST AMENDMENT TO SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT BETWEEN BROWARD COUNTY AND DATASPLICE, LLC

This First Amendment to the Software License, Maintenance, and Support Agreement Between Broward County and DataSplice, LLC ("Agreement"), is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and DataSplice, LLC, a Colorado limited liability company ("DataSplice" or "Provider") (collectively County and Provider are referenced as the "Parties").

RECITALS

A.   The Parties entered into the Agreement, dated May 8, 2014, for commercial off-the-shelf software provided by DataSplice.

B.   County renewed the Agreement for the first of the two optional one-year renewal terms beyond the Initial Term, through May 21, 2019.

C.   The Parties wish to amend the Agreement to provide for certain additional software and support and maintenance on behalf of County's Water and Wastewater Division, for certain future Optional Services for County's Aviation Department, to extend the term, to increase the applicable not-to-exceed amounts, and to modify other provisions of the Agreement.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and DataSplice agree as follows:

1.   The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2.   Except as modified herein, all terms and conditions of the Agreement remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.

3.   Per the Agreement, DataSplice provided licensed software, related implementation services, and support and maintenance services for County's Water and Wastewater Division ("WWS"). WWS seeks to procure additional licenses and services as set forth in Exhibit A-2 hereto, with the related pricing as set forth in Exhibit B-2. The Agreement is therefore amended to rename the original Exhibit A as Exhibit A-1 and to add Exhibit A-2 attached hereto as part of Exhibit A; the Parties stipulate that all references to Exhibit A are deemed to include Exhibits A-1 and A-2 as applicable. The Agreement is further amended to rename the original Exhibit B as Exhibit B-1 and to add Exhibit B-2 attached hereto as part of Exhibit B; the Parties stipulate that all references to Exhibit B are deemed to include Exhibits B-1 and B-2 as applicable.

4.   County's Aviation Department ("BCAD") seeks to procure software licenses, related services, and support and maintenance services in the future as Optional Services. This First

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Amendment provides dedicated not-to-exceed authority in Section 5.1 (as amended below) for BCAD to procure such licenses and services. Any such additional purchases may be affected through a Work Authorization or an amendment.

5.   Section 1.3 of the Agreement is amended as follows:

1.3   Contract Administrator. **For Services relating to WWS, the** Director of Water and Wastewater Information and Instrumentation Technology Division or such person's successor as designated by County in writing. **For Services relating to BCAD, the Director of Broward County Aviation Department or such person's successor as designated by County in writing.**

6.   Section 4.1 of the Agreement is amended as follows:

4.1   Term. The Agreement shall become effective on the date it is fully executed by the pParties (the "Effective Date"). The **initial** term of the Agreement shall **commence May 22, 2015, and end May 21, 2018** be for a period of three (3) years from the date of Final Acceptance (the "Initial Term"). County shall have the option to renew this Agreement for two (2) **up to seven (7)** additional one (1) year terms on the same terms and conditions by sending **written** notice thereof to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option.

7.   Section 5.1 of the Agreement is deleted and replaced in its entirety with the following (bold/underlining omitted):

5.1   For the duration of the Agreement, County will pay Provider up to the following maximum amounts:

Services/Goods	Term	Total Not-To-Exceed Amount
License, Services, and Support and Maintenance per Exhibit A-1	Initial Term	$134,284.80
Professional Services and Server per Exhibit A-2	Duration of Agreement	$338,521.25
WWS Software License and Upgrade	Duration of Agreement	$36,794.25
BCAD Optional Services	Duration of Agreement	$450,000.00
WWS Optional Services	Duration of Agreement	$210,000.00
Support and Maintenance Services (WWS)	Duration of Agreement	$175,000.00
Support and Maintenance Services (BCAD)	Duration of Agreement	$260,000.00
TOTAL NOT TO EXCEED		$1,604,600.30

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Payment shall be made only for work actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate Provider for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Provider's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any expenses it incurs under this Agreement.

8.   The Agreement is amended to create Article 14, as follows:

ARTICLE 14.   SECURITY

14.1   Remote Access.   Any remote access by Provider must be secure and strictly controlled with current industry standards for encryption (e.g., Virtual Private Networks) and strong pass-phrases. For any device Provider utilizes to remotely connect to County's network, Provider shall ensure the remote host device is not connected to any other network while connected to County's network, with the exception of personal networks that are under Provider's complete control or under the complete control of a user or third party authorized in advance by County in writing. Provider shall not use an open, unencrypted third party provided public WiFi network to remotely connect to County's network. Equipment used to connect to County's networks must: (a) utilize antivirus protection software; (b) utilize an updated operating system, firmware, and third party-application patches; and (c) be configured for least privileged access. Should Provider exceed the scope of remote access necessary to provide the required services under this Agreement, as determined in County's sole discretion, County may suspend Provider's access to County's network immediately without notice. Provider must utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County data that resides in or transits through Provider's internal network from unauthorized access and disclosure.

14.2   Security and Access. Any access by Provider to any aspect of the County's network must comply at all times with all applicable County access and security standards, as well as any other or additional restrictions or standards for which County provides written notice to Provider. Provider will provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Provider's compliance with County security standards. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Provider's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Provider's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement or any applicable Work Authorization

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upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Provider).

14.3   Data and Privacy. Provider shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171, and shall ensure that County data processed, transmitted or stored in the System is not accessed, transmitted or stored outside the continental United States. Provider may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Provider may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Provider shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

14.4   Managed Services; Professional Services; Third-Party Vendors. Provider shall immediately notify County of any terminations or separations of Provider's employees who performed Services to County under the Agreement or who had access to County data, and Provider must ensure such employees' access to County data and network is promptly disabled. Provider must ensure all Provider's employees with access to County's network via an Active Directory account comply with all applicable County policies and procedures when accessing County's network. Provider shall provide privacy and information security training to its employees with access the County's network upon hire and at least once annually. If any unauthorized party is successful in accessing any information technology component related to the Provider, including but not limited to servers or fail-over servers where County data or files exist or are housed, Provider shall report to County within twenty-four (24) hours of becoming aware of such breach. Provider shall provide County with a detailed incident report within five (5) days after the breach, including remedial measures instituted and any law enforcement involvement. Provider shall fully cooperate with County on incident response, forensics, and investigations into Provider's infrastructure as it relates to any County data or County applications. Provider shall not release County data or copies of County data without the advance written consent of County.

14.5   System and Organization Controls (SOC) Report. Prior to the commencement of any services, at least once annually, and upon request for the duration of the Agreement, Provider must provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II Report for the Provider, as well as any third party that provides hosting, SaaS, or data storage services for the Provider platform, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), unless the County's Chief Information Officer in his or her sole discretion approves other documentation of appropriate security controls

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implemented by Provider. If the audit opinion in the SOC 2, Type II report is qualified in any way, Provider shall provide sufficient documentation to demonstrate remediation of the issue(s) to the satisfaction of the County's Chief Information Officer.

14.6 <u>Software Installed in County's Network</u>. Provider shall advise County of any third party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and all versions supported. Provider shall support updates for critical vulnerabilities discovered in applicable third party software. Provider shall ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle. Provider must develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions. Provider must mitigate critical or high risk vulnerabilities to the Provider Platform as defined by Common Vulnerability and Exposures (CVE) scoring system within 30 days of patch release. If Provider is unable to apply a patch to remedy the vulnerability, Provider must notify County of proposed mitigation steps to be taken and timeline for resolution. Provider shall ensure the Software provides for role-based access controls and runs with least privilege access. Provider shall support electronic delivery of digitally signed upgrades from Provider's or the third-party licensor's website. Provider shall enable auditing by default in software for any privileged access or changes. The Software must not be within three (3) years from Software's end of life date and the Software must run as least privilege without using fixed or default passwords. Provider shall regularly provide County with end-of-life-schedules for all applicable Software. Provider will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest. Provider will use transport layer security (TLS) 1.1 or current industry standards, whichever is higher, for data in motion.

9.   As set forth in Exhibit A-2, WWS seeks to upgrade DataSplice to version 5.2, or the most recent release, integrate ESRI GIS with Maximo Mobile Work Orders, implement the Forms and Asset modules, implement bar code readers for generators, and replace the warehouse paper work order requisitions with a paperless system. To accomplish the foregoing, DataSplice will perform the services outlined in Exhibit A-2 and be compensated in accordance with Exhibit A-2. In addition, DataSplice will upgrade the fifty (50) existing DataSplice Mobile Licenses to the Enterprise Module and will provide twenty-five (25) additional enterprise licenses to WWS. The upgraded and additional licenses will be invoiced and paid in accordance with Exhibit B-2. All additional licenses and upgraded licenses shall constitute Software licensed to County under the terms of the Agreement, and the provisions of the Agreement, including as to warranty and Final Acceptance, will apply to the Software and Services set forth in Exhibits A-2 and B-2. DataSplice will invoice County for such Software, Services, and Support and Maintenance Services in accordance with Exhibit B-2.

10.   The effective date of this First Amendment shall be the date of complete execution by both Parties.

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11.   This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

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IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, authorized to execute same, and DATASPLICE, LLC, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By_____
                         Mayor

_____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

____ day of _____, 2019

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By_____ 1/7/19
Neil Sharma   (Date)
Assistant County Attorney

By_____ 1/7/15
René D. Harrod   (Date)
Deputy County Attorney

NS/RDH
11/29/2018
DataSplice First Amendment
#379077.6

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FIRST AMENDMENT TO SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT BETWEEN BROWARD COUNTY AND DATASPLICE, LLC

<u>PROVIDER</u>

WITNESSES:

Monica Robertson
Signature

MONICA ROBERTSON
Print Name of Witness

_____
Signature

_____
Print Name of Witness

DATASPLICE, LLC

By _Nate Page_
Authorized Signor

Nathan Poppema, Assistant Director, Maximo
Print Name and Title

19th day of _December_, 2018

State of Colorado
County of Larimer
The forogoing document was signed
before me this 19th day of December 2018.
Commission Expireng 02/02/2021

ATTEST:

_____
Corporate Secretary or authorized agent

(CORPORATE SEAL)

MONICA ROBERTSON
Notary Public
State of Colorado
Notary ID # 20064017155
My Commission Expires 02-02-2021

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Exhibit A-2 – Statement of Work

Provider and County agree that Provider shall provide the following work under this Agreement:

1. Services Description

WWS currently uses the Software in its operations to track Maximo work orders, locations, assets, and inventory data. This SOW will provide Professional Services to upgrade DataSplice to the latest Software release, add the integration of the WWS ESRI GIS maps with Maximo mobile work orders, implement the Forms module, implement the Asset module, implement bar code readers for generators, replace the WWS Warehouse paper work order requisition system with a paperless system, and provide systems administration and support training for all the requested services and functions.

Provider represents that the Software and related services provided under this Agreement will provide this functionality and solution. The customizations to the Software by Provider under this SOW shall be included within the scope of the Software for which a license is granted to County in accordance with terms of the Agreement. For purposes of this SOW, WWS and County are used interchangeably.

2. Technical Approach

A. Implementation

DataSplice will provide services to provide the Deliverables listed in Section 5 to ensure the Software exhibits the functionality and features identified in this section. Where an on-site requirements workshop is required, DataSplice will provide County documentation identifying County's desired functionality for each module or Deliverable. Based upon the documentation received from DataSplice, WWS will create test scripts to be utilized to test each Deliverable listed in Section 5. Prior to cutover and Go-Live, County will issue an individual Notice to Proceed ("NTP") for each of the Deliverables listed in Section 6 below.

Upgrade to DataSplice 5.2 or Latest Release
Provider shall configure and implement the upgrade to include all features existing in the current 5.1 version. Provider will provide system administration and support training for the new version.

Integrate ESRI GIS with Maximo Mobile Work Orders
Provider shall conduct an on-site requirements workshop for integrating the WWS ESRI GIS maps with Maximo mobile work orders, install and configure the system, and provide training on the systems administration, support, and use of the system. Users should be able to pull up a mobile work order on the tablet and view a map with features from the GIS database such as service addresses, pipes, valves, and hydrants. Users should be able to pull up a GIS location on their tablets and view work orders associated with the location.

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Implement the Forms Module

Provider shall conduct an on-site requirements workshop for implementing the Forms module, install and configure the module, and provide training on administration, support, and use of the system. WWS should be able to automate designated paper forms and processes on the tablet.

Implement the Asset Module

Provider shall conduct an on-site requirements workshop for implementing the Asset module, install and configure the system, and provide training on the systems administration, support, and use of the system. WWS should be able to conduct asset verifications and updates on the tablet.

Implement Bar Code Readers for Generators

Provider shall conduct an on-site requirements workshop for implementing bar code readers, install and configure the module, and provide training on the systems administration, support, and use of the system. WWS should be able to track the movement of generators with a bar code system. Related generator forms should automatically be created on the tablet.

Replace the Warehouse Paper Work Order Requisitions with a Paperless System

Provider shall conduct an on-site requirements workshop for replacing the WWS Warehouse paper work order requisition system with a paperless system, install and configure the system, and provide training on the systems administration, support, and use of the system. WWS should be able to fully automate the existing paper work order requisitions.

Cutover and Go-live

Provider shall be responsible for performing cutover and go-live activities for each of the Deliverables elected by County. Preliminary testing shall be performed by WWS in the test environment. Once preliminary testing has been completed and deemed preliminarily approved by WWS, Provider shall move functionalities to the production environment. Provider will be notified in writing to proceed with Cutover and Go-live activities. Final acceptance testing shall be conducted by WWS in the production environment.

Go-live and Final Acceptance Support

Provider shall provide remote go-live support via WebEx from 7:30 a.m. to 5:30 p.m., Monday through Friday, to assist WWS with Final Acceptance Testing activities for each of the Deliverables elected by County, if questions arise or assistance is needed.

B. Security/Access

Provider shall cooperate with County and provide any and all information that County may request in order to determine appropriate security and network access restrictions and verify Provider compliance with County security standards.

WWS shall provide DataSplice with a workspace and system access to the test and production Maximo and DataSplice systems when the consultant is on-site and appropriate system access via WebEx for off-site analysis and investigation.

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3. Managerial Approach & Communication

Provider and County shall participate in an initial kickoff meeting at the commencement of each of the requested services to review the details and process of the work to be performed. The kickoff meetings will be attended by the Provider's Project Manager and the WWS Project Manager, and others as requested by Provider and County. DataSplice will provide a project manager to perform project planning and project management and to oversee the project. WWS will provide a project manager to work with the DataSplice project manager.

Provider shall ensure that the persons responsible for Provider's performance of the Services under this Agreement and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Provider seeks or is required to make any change to the composition of the Key Personnel, Provider will provide County with thirty (30) days' advance notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

Key Personnel:

Provider Participants:	Title	Email	Address/Phone
Rick White	Technical and Managerial Project Manager	rick.white@datasplice.com	414 E. Oak Street Fort Collins, CO 80524 Office: (989) 584-0213

Provider and County will adhere to the following communication and reporting schedule unless otherwise agreed in writing by the Parties:

A. Project Schedule
Unless otherwise approved in writing by WWS Contract Administrator, each Deliverable under this SOW shall be completed by Provider (i.e., submitted to County for testing) within 60 days of WWS Contract Administrator's issuance of a NTP for the applicable Deliverable. County will test each Deliverable in accordance with Article 7 of the Agreement. WWS Contract Administrator may issue a NTP for each Deliverable in any order and may issue a NTP for multiple Deliverables concurrently. County may skip Deliverables is under no obligation to issue a NTP for any Deliverable.

B. Weekly Status Reports
Provider's project manager shall provide the WWS project manager with a brief weekly status report that details the progress of tasks along with an updated project schedule.

C. Bi-Weekly Conference Calls
Provider's project manager and the WWS project manager will also communicate through bi-weekly conference calls or on-site meetings to review the current project status and to share pertinent information.

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4. Training

Provider shall provide training on the system administration and support as set forth in the Deliverables below.

5. Deliverable Products and Services

All of the following Deliverables are optional. DataSplice shall not commence work on any of the Deliverables unless and until the Contract Administrator provides written NTP for that Deliverable. All Services shall invoiced monthly in arrears at the hourly rate of $191.25. The estimated hours listed for each Deliverable below may increase or decrease based on the implementation plan for each Deliverable, provided that the total maximum number of hours for all Deliverables shall not exceed 1489. Prior to Contract Administrator issuing a NTP for any Deliverable, the following must first occur:

1. DataSplice must provide, and the Contract Administrator must approve in writing, a quote with the not-to-exceed hours required to complete the Deliverable, which shall not exceed the amount of hours listed above in the aggregate or the dollar amounts listed in Section 5.1 of the Agreement;
2. The Contract Administrator must give written approval of a DataSplice implementation plan, project schedule, and test plan for that Deliverable, including any refinement to the scope of work outlined below for each Deliverable; and
3. County will issue a Purchase Order based on the quote provided in step 1.

DELIVERABLE 1: Upgrade to DataSplice 5.2 or Latest Release
Provider will upgrade DataSplice to the most current version available as of the date of the NTP issued by the Contract Administrator. Provider will ensure that all current functionality in the existing version of DataSplice is migrated to the newest version, unless otherwise agreed by the Parties. Provider will conduct on-site training for the newest release.
Estimated Number of Hours for Deliverable 1: 148 Hours

DELIVERABLE 2: Integrate ESRI GIS with Maximo Mobile Work Orders
Provider shall integrate the County's ESRI GIS system with the mobile work order system so users can view work order details and locations on a mobile device. Provider shall coordinate with the County project team to employ standard requirements gathering methods (workshops, crew shadowing, etc.) to determine the mobile user interface designs and other system requirements. The solution requirements will be documented by the Provider and submitted to the County for review and approval. Provider shall install and configure the system to meet the approved requirements. Provider will work with the County's technical resources to install the system on development, test, and production environments. Provider will work with the County to carry out system testing and will track defects and assign resources to resolve issues to the County's satisfaction prior to go-live. Provider will provide system documentation and conduct user training in "Train the Trainer" and end-user classroom formats.
Estimated Number of Hours for Deliverable 2: 278 Hours

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DELIVERABLE 3: Implement the Forms Module

Provider shall implement a module that will be used to replace existing paper forms and to create new forms to automate processes such as FEMA reporting, inspections, daily rounds, and enhanced work order processing. Provider shall coordinate with the County project team to employ standard requirements gathering methods (workshops, crew shadowing, etc.) to determine the mobile user interface designs and other system requirements. The solution requirements will be documented by the Provider and submitted to the County for review and approval. Provider shall install and configure the system to meet the approved requirements. Provider will work with the County's technical resources to install the system on development, test, and production environments. Provider will work with the County to carry out system testing and will track defects and assign resources to resolve issues to the County's satisfaction prior to go-live. Provider will provide system documentation and conduct user training in "Train the Trainer" and end-user classroom formats.

Estimated Number of Hours for Deliverable 3: 148 Hours

DELIVERABLE 4: Implement the Asset Module

Provider shall implement a module to automate field asset verification processes including a workflow to approve asset updates that are entered on a mobile device before the updates are moved to Maximo. Provider shall coordinate with the County project team to employ standard requirements gathering methods (workshops, crew shadowing, etc.) to determine the mobile user interface designs and other system requirements. The solution requirements will be documented by the Provider and submitted to the County for review and approval. Provider shall install and configure the system to meet the approved requirements. Provider will work with the County's technical resources to install the system on development, test, and production environments. Provider will work with the County to carry out system testing and will track defects and assign resources to resolve issues to the County's satisfaction prior to go-live. Provider will provide system documentation and conduct user training in "Train the Trainer" and end-user classroom formats.

Estimated Number of Hours for Deliverable 4: 108 Hours

DELIVERABLE 5: Implement Bar Code Readers for Generators

Provider shall implement a system to track the movement of generators by field personnel. The system will include a process and workflow to update generator data in Maximo. Provider shall coordinate with the County project team to employ standard requirements gathering methods (workshops, crew shadowing, etc.) to determine the mobile user interface designs and other system requirements. The solution requirements will be documented by the Provider and submitted to the County for review and approval. Provider shall install and configure the system to meet the approved requirements. Provider will work with the County's technical resources to install the system on development, test, and production environments. Provider will work with the County to carry out system testing and will track defects and assign resources to resolve issues to the County's satisfaction prior to go-live. Provider will provide system documentation and conduct user training in "Train the Trainer" and end-user classroom formats.

Estimated Number of Hours for Deliverable 5: 96 Hours

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DELIVERABLE 6: Replace the Warehouse Paper Work Order Requisitions with a Paperless System
Provider shall coordinate with the County project team to employ standard requirements gathering methods (workshops, crew shadowing, etc.) to determine the mobile user interface designs and other system requirements. The solution requirements will be documented by the Provider and submitted to the County for review and approval. Provider shall install and configure the system to meet the approved requirements. Provider will work with the County's technical resources to install the system on development, test, and production environments. Provider will work with the County to carry out system testing and will track defects and assign resources to resolve issues to the County's satisfaction prior to go-live. Provider will provide system documentation and conduct user training in "Train the Trainer" and end-user classroom formats.
Estimated Number of Hours for Deliverable 6: 96 Hours

6. **Final Acceptance Test Plan:**

The WWS project manager will develop test scenarios for each of the six (6) Deliverables above (each, an "Acceptance Test Plan"), to the extent elected by County via NTP, for Final Acceptance testing of the applicable Software and modules ("Final Acceptance Test Plan") and will schedule team members as necessary to participate in the testing. An issue log will be maintained during the testing process and any testing issues, configuration, and security concerns will be tracked. Provider will ensure all configurations, features, and prototypes are established and ready for testing, as described in this SOW. WWS will issue written notification of preliminary acceptance of each Deliverable upon successful completion of testing for each Deliverable.

Final Acceptance for the entire project shall be deemed to have occurred when all of the following takes place:

- All Deliverables elected by County via NTP have achieved preliminary acceptance, as evidenced by written notification by the WWS Contract Administrator.

- Provider has submitted the Software and modules for Final Acceptance testing to WWS in writing as required by the Agreement.

- WWS has completed its Final Acceptance Test Plan pursuant to test scripts created by WWS throughout the course of implementation and all tests have been successfully passed.

- WWS has provided written notice of Final Acceptance.

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Exhibit B-2 – WWS Payment Schedule

The rates stated in the DataSplice, LLC Authorized GSA Pricing – Contract Number GS-35F-0498T ("GSA Price Sheet") shall apply for the entire term of this Agreement unless otherwise expressly stated herein. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in the GSA Price Sheet. DataSplice may invoice for the WWS Software Enterprise License and Upgrade amounts stated below only upon written notification from County that the updated enterprise license keys provided by DataSplice are installed and County accepts the licenses and server ("Notice of Installation").

WWS Software License and Upgrade

Description	Quantity	Price	Fees
DataSplice Mobile Enterprise Concurrent User License	25	$1,172.15	$29,303.75
DataSplice Mobile License UPGRADE to Enterprise Module	50	$149.81	$7,490.50

WWS Support and Maintenance Services

Description	Timeframe	Invoicing	Fees
DataSplice Software Subscription Maintenance (20% of License or License Set)	July 1, 2018 through Notice of Installation	Annually in Arrears	$11,188.10*
DataSplice Software Subscription Maintenance (20% of License or License Set)	Notice of Installation through expiration or termination of the Agreement	Annually in Arrears	$22,296.95**

*The Parties acknowledge that County has paid Support and Maintenance fees through June 30, 2018. Upon Notice of Installation, Provider will invoice County a prorated amount of this fee ($11,188.10) for the time period of July 1, 2018 through the date of County's Notification of Installation.

** Provider will invoice County this amount ($23,134.20) annually in arrears on the one year anniversary of the Notice of Installation and each year thereafter until expiration or termination of the Agreement, prorating any partial year.

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Optional Services Pricing Schedule

Description	Invoicing	Price
DataSplice Professional Services	Monthly in Arrears	$191.25 per hour
DataSplice Optimization Training (up to 5 users; includes travel) – 3 day session	Monthly in Arrears	$10,200.00 per 3 day session
DataSplice GIS Server License (101-250 users)	Upon Final Acceptance of the Server (or as otherwise agreed by the Parties)	$30,000.00
DataSplice Mobile Enterprise Concurrent User Licenses	Upon Final Acceptance of Licenses (or as otherwise agreed by the Parties)	$1,172.15 per license*

*County anticipates purchasing at least 100 Mobile Enterprise Concurrent User Licenses within twelve (12) months of the Effective Date of this First Amendment. Any license purchase will include an additional Support and Maintenance Fee of 20% of the license fee, to be invoiced on the next annual Support and Maintenance invoice sent by DataSplice and prorated based on the date of installation of the applicable license.