



INTRODUCTION

This Time and Materials Work Agreement (this “agreement”), dated as of _____, is made by and between the City of Manitowoc, with its principal office located at 900 Quay St, Manitowoc, WI 54220 herein referred to as “Customer”, and Transcendent Technologies, LLC, a Wisconsin based corporation with its principal office located at 101 W Edison Ave., Suite 239, Appleton, WI 54915 herein referred to as “Transcendent”. This agreement describes the rates and terms for services to be performed by Transcendent for the Customer and is effective as of the date it has been signed by both parties. The parties, intending to be legally bound, hereby agree as follows.

SERVICES

Transcendent agrees to provide services on a scheduled time and materials basis for customer. The actual services will initially be to implement a new parcel management and tax software application. Additional work may include other items that will assist the City with other processes if requested. Customer agrees that they will pay Transcendent for time worked during standard business hours at the standard rate of \$115.00 per hour (plus, all reasonable out of pocket expenses for lodging and meals if overnight travel is required).

This agreement is effective as of the date it has been signed by both parties and will automatically terminate in one year unless extended or renewed by mutual agreement of both parties.

RIGHTS IN DATA

All original written material including program source code, object code, processes, designs and other programming documentation originated and prepared for Customer by Transcendent, according to this agreement, shall belong to Transcendent.

TERMS AND CONDITIONS

- 1. Project Management.** Where applicable, Transcendent will provide customer with complete project management. Project Management will include management of resources, timelines, calendar of events and ensuring responsibilities are defined between Transcendent and Customer. Transcendent will provide a single point of contact in Project Management and will coordinate and lead communication meetings on a periodic basis.
- 2. Travel Meals Lodging.** Customer will be responsible for all meals and lodging required while working at customer locations.
- 3. Product Acquisition & Delivery.** Transcendent will procure, inventory, and deliver product ordered for customer if purchased via Transcendent. If customer requests additional product or services a change order will be required. Equipment delivered to customer will require customer signature and becomes the sole responsibility of the customer. Any shortage of product received will need to be replaced by customer at an additional cost. Received product should be placed in a secured location. Customer will provide Transcendent with access to the secured location.
- 4. Invoice terms.** Invoices are due payable within 30 days. Customer will be invoiced on a monthly basis for time worked. Transcendent will provide backup documentation for Time and Materials projects upon request. Payment for product is in no way related to or dependent on the delivery of services, whether outlined in this or any other document. Rates do not include taxes. If customer is required to pay any federal, state, or local taxes based on services provided under this Agreement, such taxes would be billed and paid by customer, excluding taxes based on Transcendent’s income.
- 5. Licensing.** Customer is responsible for ensuring that all licensing is up to date for any software being migrated or supplied by customer. Transcendent reserves the right to verify licensing on any software provided by customer before, during and after installation.
- 6. Support.** Time and material support will be charged at Transcendent’s currently applicable rates as stated above, unless a support option is purchased. Standard manufacturer warranties are provided on all equipment and installed software.
- 7. Backup Data.** Customer has responsibility for performing data backups and verifying the integrity of the backup on any and all devices which could be affected during installation, maintenance or upgrade. Transcendent will confirm that a full data backup was performed prior to implementation. In the event customer’s system should lose customer and site-specific data due to natural or unnatural acts during implementation, stored data will be used to restore customer system. Transcendent will assist the customer to restore data in the event customer’s data becomes corrupted during implementation. Transcendent is not responsible for corrupt, inaccurate configuration, lost, damaged or unrecoverable media errors unless negligence on the part of Transcendent contributes to such corruption, inaccurate configuration, loss or damage. Additional billable time will be assessed if it is necessary to perform data backup or restoration resulting from errors not caused by or contributed to by Transcendent.
- 8. Exclusions.** Transcendent will not be responsible for the following items:
 - Transcendent will not be held accountable for all third party vendor connections or system/device connections.
 - Transcendent will not be held accountable for missed Project Schedule milestones due to inaccurate information or delays caused by customer.
 - Transcendent will not be held accountable for third party delays and/or costs impacting the completion of the Project schedule.
 - Transcendent will not be held accountable to make modification to software it provides as a result of 3rd party upgrades, revisions, or new releases. Customer is providing software and hardware, which will function as specified within customer’s current operating environment. The customer understands that software modifications as a result of 3rd party changes will be at an additional charge.

- As a Time and Materials work agreement, Transcendent is not responsible for specific project completion.
9. **Risks.** Items listed below are not within Transcendent Solutions control of influence:
- Customer will provide a management structure in place and provide a single point of contact to resolve any issues.
 - Information provided by the customer is accurate, complete and timely.
 - Project Schedule Milestones that are dependent on availability of equipment and software provided by a vendor not controlled by Transcendent are the responsibility of the Customer.
10. **Cancellation or Rescheduling.** Customer must give Transcendent advance notice of at least 48 hours prior to cancellation or rescheduling to allow Transcendent to schedule our billable consultants appropriately. Failure to give adequate notice will result in charges to customer for all expenses or time incurred up to the point of cancellation.
11. **User Notification.** Customer is responsible for notifying their users of any install dates and any down times associated with the project. This includes notifying them of any risks associated with the project.
12. **Remote Access.** Customer will provide Transcendent access to the server(s) if remote services are to be performed. Customer and Transcendent will mutually agree to the process and procedures for doing so in writing (e-mail is acceptable) prior to such activity taking place.
13. **Third Party Costs.** Customer is responsible for all third party vendor costs associated to any delays.
14. **Shipping and Tax Costs.** Customer is responsible for any applicable shipping and tax cost.
15. **Security.** Customer will implement any procedure(s) necessary to safeguard the integrity and security of software and data used in the work to be performed from access by unauthorized persons. The content of any data file, the selection and implementation of controls on its access and use, and the security of stored data are the responsibility of customer. Security provided by software should perform by customer as described in the vendor's administration documentation. Notwithstanding anything to the contrary in the Agreement, Transcendent and customer agree that Transcendent shall not be liable or responsible for any past performance of customer (including its subcontractors, agents and affiliates) or any other third party related to development and implementation of the Services and Deliverables covered by this agreement, including customer's (including its subcontractors', agents' or affiliates') or any third party's failure to meet its customer's expectations. Customer agrees to and shall indemnify Transcendent against, and hold Transcendent harmless from, any and all claims, loss, damages, causes of action, suits and liabilities of every kind arising from customer's (including its subcontractors', agents' or affiliates') or any third party's previous attempts to develop and implement the Services and Deliverables within the scope of this SOW. Transcendent's obligation to the customer for damages in any form will not exceed the monetary value of this contract.
16. **Customer furnished equipment and workspace.**
- Customer shall provide office space, equipment, telephone service, and expendable office supplies as needed during onsite portion of engagement.
 - Customer shall provide administration system access for onsite work - in accordance with established company policies, standards, regulations, and rules of conduct.
 - Customer shall provide necessary workstation, PC, telephones and access to applications, premises, email and MS Office suite for the Transcendent onsite team.
 - Customer will provide the appropriate procedures, guidelines, standards, reference materials, and system/application documentation. Customer will provide access to the appropriate personnel (management, technical, business analyst, subject matter expertise, etc.) necessary to fulfill the contract requirements.
 - Customer is responsible for providing dedicated power circuits, suitable space for placement of any equipment in a secure location and providing building access to Transcendent personnel as needed.



APPROVALS

This agreement is agreed to and accepted by:

Transcendent Technologies, LLC

By: _____

Name: _____

Title: _____

Date: _____

City of Manitowoc

By: _____

Name: _____

Title: _____

Date: _____

Transcendent Technologies, LLC

By: _____

Name: _____

Title: _____

Date: _____

City of Manitowoc

By: _____

Name: _____

Title: _____

Date: _____

Upon signing:

Scan and eMail a signed copy to:

Transcendent Technologies, LLC
Subject: Contracts
smoore@transcendenttech.com

or

Fax a signed copy to:

Transcendent Technologies, LLC
Attn: Contracts
920-750-5897