



CITY OF MANITOWOC, WI
Premise Upgrade from 7.15 to 7.18

March 25, 2016

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Products and Services

Service Items					
Product Code	Product Name	Description	Est. Hours	Rate	Total
SV8oF&ATo3TM001	Services Tier 3 Finance & Admin	Professional Services Tier 3 Finance & Administration product implementation	436 Hrs	\$35.00	\$15,260.00

Grand Total: \$15,260.00



Additional Information

Definitions

Masters: static information and data, based on a single individual or entity. An example of a Master file is Customer, Employee or Vendor contact information.
History: Information that is updated or added on a regular basis that is tied to a Master File. An example of History includes Checks, Billings or Receipts.

Client Requirements

Client must perform all data extraction from their legacy system and populate Vendor's then current Standard Templates, unless Data Extraction Services have been contracted and purchased. Standard Templates and field listings are available for review by client upon request.
 Client must validate the accuracy of data. Data in legacy system which is incorrect or does not balance will need to be altered by Client, or incorrect results will be carried through to new system.
 Client must provide data according to the schedule mutually agreed upon with Project Manager, or project may incur changes to schedule or additional fees. Client must provide field descriptions and/or definitions for data that is being extracted from the legacy system.

Vendor Requirements

Vendor will provide the software base application for Finance & Administration modules. The base for the application includes System Setup, General Ledger Shell, Cash Receipts Shell, and Clearing House. The Finance & Administration base is included in all purchases.
 Vendor will evaluate data provided from client to ensure that all required fields have been populated, that the formats provided meet the necessary criteria, and the limitations of field ranges.
 Vendor will provide consulting services to assist client in analyzing whether data inputs meet criteria specified, and assist in testing to validate inputs are converted correctly to the Vendor System.
 Vendor will provide a secure method for electronic data transmission.
 Vendor will ensure that all data provided in finalized templates are converted correctly into the corresponding fields or tables within the applications.
 Once Client has offered final approval of data sets, Vendor will provide three (3) data conversions into the Live UB System and one (1) data conversion into the Live system for all other Applicable as specified on table above.

Acceptance Period

Upon completion of the implementation of each Licensed Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred;

- (a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;
- (b) 30 days has passed since the implementation ("Go-Live") of the Application without written notice of non-acceptance;
- (c) Client is using the Licensed Software Product at issue for its intended purpose; or
- (d) One calendar year has passed since the Effective Date. Client agrees to grant Vendor access to any system where Licensed Software Products are installed to audit Client's use of the Licensed Software Products and compliance with this Addendum.

Core Modules Statement of Work

The Core Modules Statement of Work shall mean the statement of work that outlines the work necessary to implement the core functionality of the client requested modules. Acceptance of Core Modules of Statement of work shall be deemed complete for billing purposes unless Client has provided written notice of non-acceptance within 15 days of receipt of the Core Modules Statement of Work.

Limitations of Conversion Services

Unless otherwise specified and agreed to, Vendor will not consult on or assist in the removal of data from Client legacy system.
 Vendor cannot convert data from legacy system which is not available in a corresponding field.
 Vendor cannot convert data into fields which exceed the maximum database field limitations.
 The services listed above do not include consulting or data manipulation for the purpose of supplying the Client with information the Client didn't previously have access to.
 Data requested to be converted after agreed to live conversion will be considered out of scope, and will require a change order, and be subject to additional fees.



All current templates and field listings are available on the website, and included herein by reference.

Terms

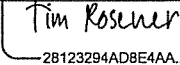
Contract Term	12 Months
Special Terms	

This Order Form shows applications Client has purchased and the amount charged for each, the cost for implementation services, and the accompanying current maintenance costs. By signing the Order Form, Client is agreeing to purchase these applications under the umbrella of the original master agreement and the associated addenda in addition to any terms described in this agreement to be executed between Client and Vendor and to the prices contained herein. Pricing is based on standard contract. Deviations from standard contract terms may result in modified prices. Order Form assumes all products to be implemented under the scope of a single project. Client caused project delays or requests to implement modules separately may require a change order and additional services fees. Training and Business Process Study (BPS) Estimates do not include travel time or travel expenses. **Investment will vary based on number of users, servers and GB being backed up. Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

Accounting Payable Contact Information

First Name:		Last Name:	
Title:			
Email Address:			
Phone Number:			

Signature Section

Vendor	ACC 28,948 Signed by:	Client	CITY OF MANITOWOC, WI
Signed By	 28123294AD8E4AA...	Signed By	
Date	3/25/2016	Date	
Title	VP - Corporate Development	Title	
Name (Print)	TIM ROSENER	Name (Print)	STEVE CORBETTE

Additional Signatures (Optional)

Client	CITY OF MANITOWOC, WI	Client	CITY OF MANITOWOC, WI
Signed By		Signed By	
Name (Print)		Name (Print)	
Title		Title	
Date		Date	