



**PARTNER MAPPING PLATFORM
SOFTWARE LICENSE AGREEMENT**

This License Agreement (“Agreement”) is between Partner Software, Inc., a Georgia Corporation with its principal place of business at 125 West Washington Street, Suite 795, Athens, Georgia 30601 (“Partner”) and

**City of Georgetown (“Licensee”)
300 Industrial Avenue
Georgetown, Texas 78626-8445**

Partner is a manufacturer and copyright holder for Software known as Partner Mapping (“Platform”) and associated applications. Licensee is an entity seeking and shall pay fees to gain limited use of said Software and various support through this License Agreement. In consideration of the mutual promises and benefits of the parties hereto, the sufficiency of which are hereby acknowledged, Partner and Licensee agree as follows:

1. **THE SOFTWARE.** Partner owns or shall own copyrights to certain software (“the Software”), which have been developed by Partner or shall be developed by

Partner through customization of Partner's pre-existing Software

product(s). The Software consists of the following:

❖ ***Partner Mapping Platform***

→ Hub—Server software that manages centralized applications, data, and interfaces essential to the Partner System. The Hub also serves as the master installation for configuring the Partner System and the primary update source for a customer.

→ Update—Automated update infrastructure for software, data, and configuration of the Partner System. Updates are incremental, centrally administered, and distributed over standard networks.

→ Map Publisher—Map data publisher for the Partner System. Imports a variety of CAD, GIS, and data and converts it to Partner's ROVER format, optimized for efficient updating and display and compatible with a variety of operating systems and devices. Allows configuration of symbology, data fields, scaling, and other behaviors within reason.

→ Map Viewer—End-user software platform for map-based applications. The Map Viewer provides a unified and simple interface to all Partner applications.

→ GPS Integration—Basic integration with GPS through standard NMEA or limited Trimble integration.

→ Drawing—A sketching tool for temporary redlining and markup in the Partner Map viewer. Supports a variety of printing, plotting, and export options.

- Hosted v5 Server— For hosted applications and additional hosting fee, Partner provides and maintains an offsite, hosted server to communicate with field computers and mobile devices.
- Live Two-Way Synchronization—Provides the software infrastructure for live data to be collected, viewed, and edited by the computers in the field. This is a software infrastructure only and does require a hardware conduit capable of TCP/IP connection.

❖ **Additional Products**

- Field Engineering—Map-based design client that can be configured to interface with the utility’s accounting and GIS systems.
- Aerial Photography— Configuration of Partner Complete Platform to format and display customer-provided aerial photography. [Included in the Partner Complete Platform.]
- Partner Mobile— Configuration of Partner Complete Platform to publish and update maps for an iPad[®], iPhone[®], or iPod touch[®].
- Staker Proposed Jobs Mapset— Partner provides five default mapsets capable of displaying queried job information from specific fields in the Partner database.
- Material Explosion and Report— custom report used to explode the units at a staking location into individual materials.
- Basic Field Cost Estimate—Generates the approximate cost of a staked job in Partner based on construction cost for each assembly, retirement cost for each assembly, construction labor cost per assembly and retirement labor cost per assembly. Unit costs are obtained from the Utility’s Accounting/Inventory Management system.

This Software does not include specific configurations for the Partner Complete System. Licensee acknowledges that Partner retains all intellectual property rights to all of the work done on behalf of the Licensee by Partner, including all customized solutions and configurations prepared for the customer by Partner, and that, upon failure to pay the annual license fee, said license will be revoked and this Agreement terminated.

2. **GRANT OF LICENSE.**

Partner grants Licensee a non-exclusive, non-assignable, and non-transferable license to use the Software during the license period within the limitations set forth herein. Use of the Software (the license) shall be subject to the following limitations.

- (a) **GEOGRAPHY.** The use of the software is limited to working with information directly related to the Licensee's facility equipment and background information for the service area. Licensee may use the Software and distribute the Software across its organization and existing territories for use within the other limitations. Licensee shall provide to Partner, at Partner's request, a list indicating the number and identifying information of computers on which Partner Software System has been installed in the field and in offices.
- (b) **COPIES.** Licensee shall not, except as authorized herein, make, have made, or permit to be made any copies of the Software. Copying shall be permitted for distribution consistent with (a) above and (c) below and for backup and archival purposes necessary in connection with such permitted use. Each such copy shall be verbatim, containing all copyright notices, proprietary notices or other notices of credit appearing in the original

latest version of the Software.

(c) **CONFIDENTIALITY.** Licensee agrees that it shall not allow use of the Software by entities not licensed by Partner for use of it. Licensee may demonstrate use of the Software but shall not submit the Software to anyone for analysis or unsupervised demonstrative use. Licensee may allow limited use of the Software by Licensee's contractors acting within their contract with Licensee to whom such disclosure is necessary to the use for which rights are granted hereunder; provided, however, that Licensee hereby agrees to defend, indemnify and hold harmless Partner from any and all claims, whether in tort or in contract, brought on account of use or misuse of Partner's product by any such contractors.

3. SOFTWARE UPDATES.

The Licensee will have access to software updates through the annual license fee. There may be additional fees for complex non-standard, and other updates, which updates shall be scoped and quoted pursuant to a service order.

4. FEES FOR SUBSCRIPTION SOFTWARE MODEL. Purchases made pursuant to Partner's subscription software licensing model (as outlined in any attached or future Purchase Order or Service Order) shall be governed by the terms of this Article 5, subject to the additional terms in Article 6. For such purchases, Licensee shall pay the specified annual License Fee, which will be enumerated in a Purchase Order Agreement and subject to the terms of this Agreement.

4.1 Support Included: The annual subscription fee includes software updates and telephone and email support. Such subscription fees do not include configuration

and service. Support for Partner products that have been installed, configured or modified by third parties may entail additional charges.

4.2 **Five (5) Year Subscription Term:** Any partner Subscription Software License shall have a term of five (5) years, running from the date of signing. Subscription Software Licensing fees are subject to change beginning the sixth (6th) year upon thirty (30) days written notice to Licensee.

4.3 **Subscription Billable upon Invoice:** Platform and Application Fees are billed on an annual basis and are due and payable to Partner pursuant to the appropriate Purchase Order Agreement.

4.4 **Installation:** Subscription fees begin upon signing, and Partner and Licensee will endeavor in good faith to expedite the installation of the software immediately after signing.

5. **TERMS COMMON TO BOTH THE STANDARD SOFTWARE MODEL AND THE SUBSCRIPTION SOFTWARE MODEL.**

5.1 **Professional Services Fees:** Necessary professional services fees (including but not limited to workflows, configurations and training) are invoiced with initial purchase. Any fees due for professional services subsequently purchased will be due upon invoice.

5.2 **Additional Service Orders:** Service orders and additional orders for training shall be commemorated in writing by Partner and are deemed accepted upon signature by Licensee. All service orders and orders for training (including attachments) shall be subject to all of the terms and conditions of this Agreement.

5.3 **Acceptance of Services.** Services (including but not limited to workflows,

configuration and training) included in the purchase package must be undertaken within one (1) calendar year from the date of signing. If services are not undertaken within one (1) calendar year, the deposit will be forfeit and services will be charged at then-current pricing.

6. **LICENSEE’S PAYMENT APPROVAL.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. Licensee will pay Partner within thirty (30) days after of receipt of a correct payment application for services. Partner may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by Licensee in the event: (a) there is a bona fide dispute between the parties concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents Licensee from making a timely payment with Federal funds; (c) there is a bona fide dispute between Partner and a subcontractor or its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the payment application is not mailed to Licensee in accordance with Agreement. If Partner breaches any provision of this Agreement, Licensee shall have a right to withhold all payments due to Partner until such breach has been fully cured.

7. **APPROPRIATION OF FUNDS.** Licensee’s obligations under this Agreement to make payments to Partner are subject to appropriation by Licensee of funds that are

lawfully available to be applied for such purpose. If Licensee fails to make such an appropriation prior to Licensee's fiscal period for the payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated. Licensee shall deliver notice to Partner of such termination at least forty-five (45) days prior to such termination, but failure to give such notice shall not prevent the termination of this Agreement.

8. **COST CONTROL.** It is Licensee's intent to procure that software solution that meets Licensee's long-term criteria. During the course of the selection process, Licensee may decide to purchase a subset of Partner's proposal components with the initial contract. Licensee requires that Partner agree for a period of two (2) years from the date of Partner's proposal to honor software and services pricing established within Partner's proposal response for Partner proposed components that are not included in Licensee's initial purchase. The price of the proposed components can only be increased by Partner during such time period by an amount equal to the annual CPI-U adjustment for the South region or 3%, whichever is less. Partner agrees to send an itemized invoice to Licensee at least ninety (90) days before any services are up for renewal. During the contract term, Partner may not re-bundle software functionality in a way that increases the cost of existing software functionality or services already purchased by Licensee.

9. **EXPECTATIONS.** Licensee will allow installation of industry standard remote access tools that are approved by Licensee and that only allows the server to be remotely

accessed for a single, discrete session. The remote access tool must prompt a Licensee employee to enter a pin or acknowledge a security prompt prior to a connection being made. All remote support sessions must be monitored by a Licensee employee. Licensee acknowledges that a Partner Hub requires its own dedicated machine (whether a dedicated server or a virtual machine). Licensee agrees to provide a computer (whether a dedicated server or a virtual machine) to house a test Hub system to facilitate upgrades and to reduce possible user interruptions. Licensee acknowledges that Partner's software products are created for design and observational purposes and may not be considered an approved or certified reference for actual construction or engineering equipment or procedures. Licensee acknowledges that Partner is not responsible for validity of Licensee's underlying data or mapping model(s), and that Partner's software will not be responsible for live updates. Licensee agrees that any operating systems it deploys on its hardware in conjunction with Partner products will be currently supported by its vendor(s), and that it will update to current systems as older operating systems are deprecated by said vendor(s). Licensee acknowledges that its failure to utilize a current and supported operating system will make all support custom and subject to Partner's pricing; that such failure may make support impossible; and that failure may create security problems which cannot be mitigated. Partner agrees to support, without additional charges, any Microsoft Windows operating system that has not been deprecated by Microsoft. [Example: Microsoft has deprecated and no longer supports its Windows XP operating system. Any support calls related to Partner would be billed at Partner's standard rate; there is no guarantee that support would be successful; and the customer is responsible for security issues because the operating system will have no security upgrades.]

10. **PARTNER EXPECTATIONS.** Partner shall provide the Software and Services adequate to accomplish the requirements of this Agreement, including the requirements as set forth in the Request for Proposal and Partner's response to the Request for Proposal. Parties agree that where there is a conflict between terms of this Agreement and the information presented in Request for Proposal or Partner's response to the Request for Proposal, this Agreement shall take precedence.

11. **SOFTWARE ACCEPTANCE AND WARRANTY.** "Final Acceptance" involves use of the Software in totality in production operations for a period of ninety (90) calendar days, provision of all Services, and completion of the phases and/or the Software previously tested. If after ninety (90) calendar days, the Software performs without material defects, Licensee and Partner will both issue and execute a Final Acceptance of the Software. The ninety (90) day timeframe for Final Acceptance will stop if material defects are found during production use that prevent further production use of the Software. The Final Acceptance process will resume on the date the defect is confirmed as fixed and will continue for the remainder of the ninety (90) day timeframe. If the Software is developed in phases, there will be a Final Acceptance for each phase; Final Acceptance after the final Phase constitutes Final Acceptance of the entire Software.

12. **SOFTWARE INTERFACES.** Licensee has the right to reasonably develop interfaces to, and/or database applications that integrate with, the licensed Software using Partner's recommended database and development tools without voiding the terms or

warranties herein; provided, however, that Licensee may not sublicense Partner APIs or other intellectual property, nor may it hire third parties to develop such interfaces or applications without the prior written consent of Partner.

13. **TESTING AND DEVELOPMENT ENVIRONMENT.** The Vendor will allow the creation of additional instances or “environments” of the Software for testing, system development, and disaster recovery as long as those instances are not used for actual Licensee business and mirror the core functionality of the production environment.

14. **SECURE DATA TRANSMISSION.** Partner will provide secure data transmission paths from each of Licensee’s workstations to Partner’s servers; all data transmission between Partner’s hosted environment and Licensee’s environment shall be encrypted. Partner guarantees that all Licensee data that Partner hosts will be located within the United States at all times.

15. **TRANSFER OF RIGHTS.** Neither party may assign, transfer, convey, sublet, or otherwise dispose of its rights, title, or interest under this Agreement without the prior written consent of the other party, except that Licensee may assign to any subsidiary or affiliate without Partner’s consent provided that Licensee remains the guarantor of all of its obligations under this Agreement. This Agreement, including all covenants, agreements, and obligations contained herein, shall be binding on any partners, successors in interest, subordinate or affiliated entities, and all other legal representatives of the parties. Except as contemplated herein or otherwise agreed

between the parties, Partner shall not subcontract this Agreement or any part hereof without Licensee's prior written permission; any attempt to do so without said prior permission shall be void and of no effect.

16. **DIVESTITURE.** Should Partner or its parent company, N. Harris Computer Company, divest itself from all or partial ownership of the Software, all terms of this agreement will remain in full effect including the Licensee's right to use the Software and Support Services under the pricing terms included in this agreement.

17. **INTELLECTUAL PROPERTY.** All information, data publications and media created specifically for and paid for by Licensee or as a result of the Software or services provided in this Agreement is the Licensee's property unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Agreement; provided, however, that all Partner software and related configurations are licensed, not sold

18. **CONFIDENTIAL INFORMATION.** Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the confidential information of the other party except and only to the extent necessary to perform under this agreement or as required by the Texas Public Information Act or other applicable law. Confidential information shall be designated and marked as such at the time of disclosure; provided, however, that items which should reasonably be considered confidential, such as computer code and configurations, need not be so marked. Each party agrees to secure and protect the other party's confidential information in a manner consistent with the maintenance of

the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's confidential information to satisfy its obligations under this section. The provisions of this paragraph shall survive the term of this Agreement.

19. **TEXAS PUBLIC INFORMATION ACT.** Partner acknowledges that Licensee is subject by law to the Texas Public Information Act and responding to all Texas Public Information Act requests. Any confidential obligation in this Agreement shall be subject to the requirements of the Texas Public Information Act and any release of information by the City pursuant to the Texas Public Information Act shall not be considered a breach of any confidentiality obligation.

20. TERMINATION.

20.1 Termination for Cause. In addition to the termination rights described in this Agreement, either party may terminate this Agreement if the other party breaches this Agreement and fails to cure that breach within thirty (30) calendar days of receiving written notice of the breach. In addition to all other remedies available under law and in equity, Licensee may remove Partner from Licensee's vendor list in the event that this Agreement is terminated for cause, and any offer Partner submits in the future may be disqualified for up to three (3) years.

20.2 Termination for Convenience. Licensee may terminate this Agreement, in whole or in part, for any reason after having provided thirty (30) calendar days' written notice to

Partner. Upon any termination, Licensee shall return the Software (including any modifications and configurations) to Partner and shall otherwise immediately purge, erase, and delete the Software from all internal computer or external medium controlled by Licensee or its contractors and, to the extent of funds appropriated or otherwise legally available for such purposes, shall within ten (10) days thereof remit all remaining license fees, together with any interest due, to Partner for all services performed and obligations incurred before termination. While paid annual license fees are non-refundable, customer will have no further financial obligation to Partner Software after the termination date.

21. **SECURITY.** Partner warrants that any software provided is free from malicious software code at the time of its provision and that reasonable practices and policies are in place to protect the software from any known cybersecurity threats.

21.1 Compliance: Partner shall comply with all privacy and security laws to which it is subject and must not place Licensee in violation of any such laws.

21.2 Third Party Disclosure: All data created by Licensee, or that is a derivative of Licensee data, is the property of Licensee. Partner shall not disclose any Licensee data to any third party unless that disclosure is necessary to carry out the obligations of this Agreement and is approved by Licensee.

21.3 Security Threat Notification: Partner shall notify Licensee within 24 hours of obtaining knowledge that a security breach or security threat has been identified that potentially places Licensee at risk.

21.4 Remote access: Remote access must be made by a secure tool approved by Licensee. Remote access tools must provide a means for Licensee employees to approve every connection through a pin or other security prompt. The connection must be secured by SSL encryption and be monitored by a Licensee employee. Partner must make all commercially reasonable attempts to ensure that any computer that remotely connects to a Licensee asset is secure. This includes the installation of anti-malware on that computer and the use of SSL to encrypt a data in-transit over that connection.

22. **DATA ON TERMINATION.** Upon termination or non-renewal of this Agreement, Partner will promptly provide Licensee data then residing in Partner’s hosted environment to Licensee. The Licensee data shall be provided in a MySQL database with a legend indicating where fields reside, or such other format as may be mutually agreed. Such Licensee data will be provided no later than sixty (60) days prior to the date of expiration or termination, as applicable, (provided at least ten (10) days advance notice by Licensee) and again seven (7) days after date of expiration or termination, as applicable.

23. **WARRANTIES.** The Software is provided “AS IS.” ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL PARTNER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL

DAMAGES THAT ARE IN ANY WAY RELATED TO OR ACCOUNT OF OR ARISING FROM USE OF THE SOFTWARE, TO LICENSEE OR TO THIRD PARTIES.

24. INDEMNIFICATION.

24.1 Subject to the limitations of liability in this Agreement, to the fullest extent permitted by law, Partner shall indemnify, hold harmless, and defend Licensee and its agents, employees, officers and successors, from and against any claims, causes of action, damages, losses and expenses, including but not limited to all expenses of litigation, court costs, and attorney's fees (collectively, "Claims"), provided that such Claim is attributable to bodily injury, sickness, disease, or death to any person, including Partner's employees, agents, subcontractors, or construction managers, or to injury to or destruction of property, including loss of use resulting therefrom, arising out of, or in connection with Partner's performance of this Agreement, including work done by Partner, a subcontractor, the construction manager, anyone directly or indirectly employed by them, or any for whose acts they may be liable. Such indemnity shall apply regardless of whether the Claims arise in whole or in part from the negligence of Licensee, another party indemnified hereunder, Partner, or any third party.

24.2 Partner shall assume Licensee's defense pursuant to the provisions of the paragraph above within ten (10) days of receipt of written notice. Any legal cost or expense, including attorney's fees, Licensee incurs to enforce its rights under the paragraph above between the time by which Partner should have assumed Licensee's defense and the time when Partner assumes Licensee's defense shall be reimbursed by Partner. Partner shall also reimburse Licensee for any legal cost or expense, including attorney's fees, Licensee incurs in prosecuting any litigation or arbitration seeking to enforce the provisions of the paragraph above or in

negotiating a settlement of such claim

24.3 Partner shall indemnify and defend Licensee against any third-party claim alleging that a Partner-developed or manufactured product or service (“Infringing Product”) directly infringes a patent or copyright (“Infringement Claim”) or breached data privacy laws (“Privacy Claim”), and Partner will pay damages finally awarded against Licensee by a court or arbitrator, or agreed to in writing by Partner or Licensee in settlement of an Infringement Claim or Privacy Claim. If an Infringement Claim occurs, or in Licensee’s opinion is likely to occur, Partner may at its option: (a) procure for Licensee the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Licensee (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software product), or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is equipment).

25. **RELEASE.** Partner releases, relinquishes, and discharges Licensee, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by, or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance. This Agreement shall not provide releases to any such persons for personal liability for willful misconduct.

26. **DEFAULTS.** If Licensee fails to abide by the obligations of this Agreement, including but not limited to (1) the obligation to make payments as outlined in this Agreement or any subsequent, ancillary or additional Agreement with Partner when due; or (2) the timely provision of information by Licensee to Partner that information is reasonably necessary for Partner’s development of the Software pursuant hereto, then Partner shall have the option to cancel this Agreement by providing thirty (30) days (“grace period”) written notice to Licensee. Licensee, in the event such breach is curable, shall then have the option of preventing the termination of this Agreement by taking corrective action that cures the default. If such corrective action is taken prior to the end of the grace period, proof of the cure or correction is submitted to Partner, and if there are no other defaults during such time period, Partner may not terminate the Agreement.

EXCEPT IN THE CASE OF GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, ANY LIABILITY OF PARTNER ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITIES FOR DAMAGES OR ATTORNEY’S FEES, OR UPON TERMINATION, WHETHER A DISPUTE ARISES AND IS ARBITRATED OR OTHERWISE RESOLVED, SHALL BE LIMITED TO A MAXIMUM OF RETURN OF AMOUNTS PAID BY LICENSEE DIRECTLY TO PARTNER AS PART OF THE LICENSE FEES AND ANY HOURLY FEES FOR ADDITIONAL SERVICES REQUESTED AND PROVIDED IN THE CALENDAR YEAR IN WHICH THE DISPUTE AROSE.

27. **TAXES.** Licensee is responsible for determining, reporting, and paying any and all applicable sales, value added, or other tax due to state or local governments for

all transactions between the Licensee and Partner.

28. **ARBITRATION.** All disputes under this Agreement, other than non- payment by Licensee that cannot be resolved by the parties, shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing thirty (30) days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law. The parties agree that any dispute arising from or related to this Agreement shall be arbitrated, mediated, or litigated in Athens, Georgia, United States of America. If a dispute arises from or is related to this Agreement, the prevailing party shall be entitled to a reasonable award of attorney’s fees and other costs and expenses of litigation from the other party. For the purposes of this paragraph, “prevailing party” shall be the party whose demand, position or claim is more successful than the opponent’s position, regardless of whether the “prevailing party” succeeds to the full extent of its initial demand, position or claim.

29. **THIRD-PARTY CLAIMS.** If a claim, demand, suit or other action is asserted against Partner that arises under, relates to, or concerns this Agreement, or which could have a material adverse effect on Partner’s ability to perform thereunder, Partner shall give written notice to Licensee within ten (10) calendar days after receipt of notice by the Partner. Such notice to Licensee shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof;

and the name of each person against whom such claim is asserted. Such notice shall be delivered to the City Attorney, PO Box 409, Georgetown, TX 78627.

30. **APPLICABLE LAW.** This Agreement shall be subject to all laws of the Federal government of the United States and to the laws of the State of Texas, without reference to the Conflicts of Law provisions thereof; provided, however, that the Uniform Computer Information Transaction Act will not apply even if adopted as part of the laws of said State. The parties agree that this contract is not a contract for the sale of goods; therefore, this Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any references to the United Nations Convention on Contractors for the International Sale of Goods. All duties of either party shall be legally performable in the State of Texas. The applicable law for any legal disputes arising out of this Agreement shall be the law of (and all actions hereunder shall be brought in) the State of Texas and the forum and venue for such disputes shall be in the federal courts of appropriate jurisdiction for Georgetown, Texas; provided, however, that if jurisdiction is improper in said federal courts, the state courts of Georgetown, Texas shall have jurisdiction.

31. ENTIRE AGREEMENT.

By signing below, the customer understands the requirements and options presented in all of the attached Addenda. This Agreement, together with any and all such appendices and other attachments referenced herein, constitutes the entire Agreement between Partner and Licensee and supersedes all proposals, oral and written, between the parties on this subject. Licensee acknowledges that Scope documents will evolve as new versions of licensed

products are released, and the parties agree that such new versions of attached Scope documents shall replace and supersede attached versions as Licensee accepts upgrades of licensed products and receives new Scope documents.

32. **AMENDMENTS.** This Agreement may only be changed upon the written agreement between both parties.

33. **SURVIVAL.** All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

34. **VENDOR AS INDEPENDENT CONTRACTOR.** It is understood and agreed by the parties that Partner is an independent contractor retained for the use of the Software. Licensee will not control the manner or the means of the Partner's performance, but shall be entitled to work product as detailed in this Agreement. Licensee will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

35. **PERSONNEL FOR IMPLEMENTATION.** Licensee shall have the right to reasonably approve all subcontractors, project manager, and staff that Partner assigns to Licensee ("Designated Staff") to work on site at Licensee's location, and Licensee has the

right to interview said persons prior to approval. If a Designated Staff is, in Licensee's reasonable opinion, uncooperative, inept, incompetent, or otherwise unacceptable, then Partner agrees to remove such person from the project. In the event of such a removal, Partner shall, within ten (10) days, fill this representative vacancy as described above. Regardless of whom Partner has designated to fill this representative vacancy, Partner remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement, provided that Licensee is reasonable in its personnel decisions and requests.

36. **NON-COLLUSION.** Partner hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of Licensee, or other person or entity concerning the obtaining of this Agreement. In addition, Partner agrees that a duly authorized Partner representative will sign a non-collusion affidavit, in a form acceptable to Licensee that Partner has not received from Licensee any incentive or special payments, or considerations not related to the provision of the Software and Support Services described in this Agreement.

37. **CONFLICT OF INTEREST.** Partner shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of Licensee or any member of his/her immediate family.

38. **ADVERTISEMENT.** Partner shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of

Licensee unless Partner receives specific written authorization in advance from Licensee. Partner shall not install any signs or other displays within or outside of Licensee's premises.

39. **NOTICES.** All notices under this Agreement must be in writing and sent either by hand delivery; certified mail, return receipt requested; or overnight courier addressed to the appropriate address set forth below:

Notice to the City:

City of Georgetown
ATTN: City Manager
P.O. Box 409 Georgetown,
Texas 78627

With a copy to:

City of Georgetown ATTN:
City Attorney
P.O. Box 409 Georgetown,
Texas 78627

Any notice or communication shall be deemed to have been received: (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (b) if sent by certified mail or overnight courier, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service. This section does not apply to the service of any proceedings or other documents in any legal action. For the purposes of this section, "writing" shall not include e- mail.

40. **FORCE MAJEURE EVENT.** Licensee and Partner will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, ongoing obligations under this Agreement shall be suspended for the duration of said event and neither party shall be held responsible for inability to perform under this Agreement if either party is unable to perform obligations under this Agreement as a direct result of a force substantially beyond its control, including, but not limited to, strikes, riots, civil disturbances, fire, insurrection, natural disaster, acts of war or terrorism, embargoes, failures of carriers, acts of God, or the public enemy. Delays in delivery due to Force Majeure events shall automatically extend any delivery date for a period equal to the duration of such event.

41. **EFFECT OF REGULATION.** Should any local, state, or national regulatory authority having jurisdiction over Licensee enter a valid and enforceable order upon Licensee that has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive Licensee of a material part of its Agreement with the Vendor. In the event this order results in depriving Licensee of material parts or raising its costs beyond that defined in this Agreement, Licensee shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon ten (10) days written prior notice to the

Vendor. Should the Agreement be terminated under such circumstances, Licensee shall be absolved of all penalties and financial assessments related to cancellation of the Agreement. Licensee shall not be charged for such compliance beyond the cost of the fees contemplated herein. Licensee shall also not be charged for analysis, investigation, design, programming, conversion, or implementation of such compliance beyond the cost of the fees contemplated herein.

42. EQUAL OPPORTUNITY EMPLOYMENT/NONDISCRIMINATION POLICY. It is Licensee’s policy that all vendors who provide goods and services to Licensee by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

- a. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
- d. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA § 12101 et seq.), as amended, and regulations promulgated thereunder.

Partner shall, as a condition of providing Software and Support Services, as required by law and/or the City’s Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or

indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

Where there has been a conclusive finding that Partner has violated Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies, Partner shall be barred from providing goods and services to Licensee for three (3) years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by Licensee's governing body.

Any violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which Partner is providing Software or Support Services to Licensee shall be regarded as a material breach of the Agreement between Licensee and Partner, and Licensee may terminate such Agreement effective as of the date of delivery of written notification to Partner.

Any employee of Partner providing goods and services to Licensee under this Agreement, or any employee of a subcontractor of Partner providing goods and services to Licensee under this Agreement, or any bona fide organization representing such employees may file a written complaint with the governing body or its designated agent, if any, challenging the compliance by Licensee with the terms of this policy, the governing body or its designated agent shall then conduct an investigation to determine whether the policy has been violated.

If Licensee determines that Partner has retaliated in violation of a Federal or State law against an employee for filing a claim of violation of Federal, State, or Local equal opportunity

statutes, ordinances, rules/regulations, or policies shall be ineligible to provide any goods or services to Licensee for a period of three (3) years from the date of such determination.

43. **INSURANCE REQUIREMENTS.** Partner must abide by the insurance requirements contained in Exhibit 1.

44. **RIGHT TO AUDIT.** Partner agrees that Licensee's representatives shall have access to, and the rights to audit, examine, or reproduce, any and all Partner records related to the performance under this Agreement; provided, however, that such an audit shall occur no more than once in any calendar year and during normal business hours. Partner shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that Licensee has brought to Partner's attention are resolved, whichever is longer.

45. **NO WAIVER.** No waiver by either party of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature, or of any other provision in this Agreement.

46. **SEVERABILITY.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then any such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

47. **THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.

48. **INTERPRETATION.** This Agreement shall not be more strictly construed against one party or the other on account of drafting. Any notices given pursuant to this Agreement shall be in writing.

EXHIBIT 1
INSURANCE REQUIREMENTS

I. Partner agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

II. For each of these policies, Partner's insurance coverage shall be primary with respect to Licensee, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by Licensee, its officials, agents, employees or volunteers, shall be considered in excess of Partner's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Partner to Licensee pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the Licensee's Representative at the time of execution of this Agreement and approved by Licensee before work commences.

III. General Requirements Applicable to All Policies.

- A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.

D. Should any of the policies described herein be cancelled before the expiration date thereof, the insurer(s) affording coverage will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer(s) affording coverage, their agents or representatives, or the issuer of this certificate.

E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:

1. The insurance company is licensed and authorized to do business in the State of Texas.
2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO.
3. All endorsements and coverages are included according to the requirements of this Agreement.
4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment.

F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies based on the Additional Insurance endorsements and conditions provided by Partner's parent company, Constellation Software. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

IV. Commercial General Liability requirements:

A. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.

B. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.

C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.

D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.

F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. Workers' Compensation Insurance requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Successful Proposer, the Consultant, all employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Successful Proposer's, or subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Successful Proposers and subconsultants must use that portion of the form whereby the hiring Successful Proposer agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Successful Proposer may not be used.

B. The workers compensation insurance shall include the following terms:

1. Employer's Liability limits of \$1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. Professional Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00.

WHEREUPON the parties set their hands and affix their seals as follows:

CITY OF GEORGETOWN


_____/Seal
Signature

Printed Name

Title

Date

PARTNER SOFTWARE, INC.


_____/Seal
Signature

Matthew Williams
Printed Name

Vice President
Title

9/14/2021
Date



Exhibit 2 - Master Support Agreement

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 2 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Partner Software reserves the right to make modifications to this document as required; provided, however, Partner Software shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support during Help Desk Hours
- Annual License Fee (ALF), paid annually:
 - Support on your existing applications under ALF
 - Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification via our Team Support ticketing system
- Team Support access 24 x 7 with the following on-line benefits:
 - Log and close tickets
 - View and update tickets
 - Update contact information
 - Access published documentation in our Knowledge Base
 - Participate in Discussion Forums
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements

- State and/or Federal mandated changes (for State mandated changes charges may exist depending on scope)
- Release notes
- Customer Care Program
 - Quarterly Newsletter with support tips
 - Technical support bulletins
 - Communication on new products and services
 - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Weekend and holiday assistance may be available, but must be scheduled forty-eight hours in advance and in most cases may be billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 and 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Hub is not running)
- Organization is unable to work while issue is present
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have documented workarounds
- Reports calculation issues
- Security issues
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with documented workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via our ticketing system. Support analysts will create tickets for incoming calls. Our current process for logging calls includes the following: Team Support (via website), email, phone and fax.

- Your ticket must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a Ticket number to track your issue and your ticket will be logged into our support tracking database. Call priority will be communicated to the organization at this time.
- Your ticket will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your ticket investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your ticket will be tracked against your ticket in our support database. At any time, if available to you, you may log onto our website to see

the status of your ticket.

- Once your ticket has been resolved, you will receive an automated notification by email that your ticket has been closed. You also have the option of viewing both your open and closed calls, if available to you, via our website.
- If your issue needs to be escalated to a Professional Services, or Development resource for resolution, your issue will be logged to track the progress of the issue. The ticket will remain open until your issue has been completely resolved. Issues escalated to Professional Services, or Development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.
- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, including the priority assigned by Partner Software to the issue, you are welcome to seek escalation.

- Level 1:** Contact the support representative working on your issue
- Level 2:** Contact the support supervisor or group lead
- Level 3:** Contact the Manager of Support
- Level 4:** Contact the Director of Operations
- Level 5:** Contact the Vice President

Holiday Schedule

Below is a listing of statutory holidays. Please note that support will be closed on designated days outlined below.

President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Election Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended training
- Forms redesign or creation
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services
- File imports/exports
- Custom modifications
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

Test Databases and Environments

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the Organization's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: AnyDesk, ScreenConnect, or Virtual Private Network (VPN). However, Partner Software will work with the client to establish a mutually agreeable remote connection policy.

Required Third-Party Software

In addition to the requirements for remote support above, the use of Partner products requires other software applications to be installed. Users are responsible for their own security and malware detection and prevention, and Partner makes no warranty that any of the example products used by some Partner customers are safe or effective for any other customers. Following is a list of required applications of which the client is responsible for installing at each seat of Partner:

- **Microsoft® Windows®**—The Windows operating system is required. It is strongly recommended that all machines have virus checkers and that a firewall is enabled on the machine.

- **Java Runtime Environment with Web Start**—Although Partner applications bundle Java for regular use, Partner does use the operating system JRE for its map and software updating mechanism (<http://www.java.com>). Java after version 8 does not include Java Web Start. If your organization uses a version higher than version 8 please contact Partner Support for alternatives.
- **A web browser**—Necessary to access reports, staking sheets, etc., and necessary to access the Partner Web. *The standard privacy settings for Internet Explorer may interfere with Partner Web functionality and may need adjustment.*
- **A PDF viewer**—Necessary to view reports and staking sheets.
- **A printer driver**—Necessary to print map plots and staking sheets.
- **A text editor**—Text editing is essential, as the built-in alternatives do not work well in a remote support environment.
- **A file compression program**—Built-in zipping or file compression applications are also not adequate for Partner use.
- **An SFTP (Secure FTP) client**—Partner needs to be able to move files between Partner and the customer site. SFTP access to `sftp://storage.partnersoft.com` or Partner Software’s blind drop site may be required. Windows® Explorer access, if enabled by the LAN network security, should be adequate.

Additionally, the Partner platform requires certain third party software, which are included at no additional cost in a Partner install. Any such third-party solutions are provided AS-IS. You agree to be bound by the terms and conditions of the licenses that are included with such third-party solutions. You may not redistribute third-party solutions unless permitted in the license, and such software providers are third-party beneficiaries of the relationship between Partner and licensee.

Third-Party Software Examples for Support

For Partner to effectively support the Partner Platform, the licensee must install certain types of third-party programs, many of which users will already own or will be available free of charge as open-source software. Users are responsible for their own security and malware detection and prevention, and Partner makes no warranty that any of the example products used by some Partner customers are safe or effective for any other customers. Partner is not endorsing these products but provides them as examples and for informational purposes only. The following types of programs are required, with an example given of each:

- **Web browser**—Users must install a web browser. Examples used by some Partner customers:
 - Mozilla® Firefox®, for web browsing (<http://www.mozilla.org/>)
 - Google® Chrome® (<https://www.google.com>).
- **PDF viewer**—Users must be able to view pdfs. One reader used by some Partner customers is Foxit Reader, for PDF document viewing (<http://www.foxitsoftware.com/>).
- **Text Editor**—Customers must install a text editing program, as those bundled with Microsoft® Windows® are inadequate. One such program used by Partner customers is Notepad++ (<http://notepad-plus-plus.org/>).
- **File compression programs**—Users must be able to compress and decompress large files. One such program used by some Partner customers is 7-Zip (<http://www.7-zip.org>).
- **Machine Process Viewer**—Users must provide Partner with a method of reviewing machine processes. One such program used by some Partner customers is Process Explorer—This Microsoft-provided program offers a superior view of machine processes over that of the built-in Task Manager. (<http://technet.microsoft.com/>)
- **Secure File Transfer Protocol program**—Users must provide Partner with a method of transferring large files. If this is not available through Windows® Explorer, some customers use FileZilla® (<https://filezilla-project.org/>).

Maintenance and Support

After the initial installation invoice for Partner Platform, the customer will receive an invoice for annual license fees (ALF). At this point, Partner Platform is considered to be in use and the customer will transition from the installation stage to maintenance mode.

There are separate scope documents for additional software or features associated with Partner Platform such as the Partner Field Design Application, Partner Staking-to-GIS Interface and Partner Accounting Interface addendums.

Partner’s Required Remote Support Application: AnyDesk

Please contact Partner Software Staff for installation instructions.

The required Remote Support Application may be changed at Partner’s sole discretion and at no cost to the customer.

Backing up files and records is the responsibility of the customer.

Customer Responsibilities

Customers are responsible for the security of any devices upon which the Partner Platform product is utilized. Partner recommends that each customer instruct all end-users to utilize the security features available on their devices, including passwords. Partner also recommends that customers inventory and track all devices upon which sensitive data are stored to allow those devices to be remotely wiped in the event of theft or casualty.

CITY OF GEORGETOWN


_____/Seal
Signature

Printed Name

Title

Date

PARTNER SOFTWARE, INC.

_____/Seal
Signature

Matthew Williams
Printed Name

Vice President
Title

9/14/2021
Date



Partner Platform Addendum

Support Scope

Document Version 4.30

The purpose of this document is to list and define support and maintenance services that are included at no additional cost. After the installation is complete, the customer enters “maintenance mode” and ongoing licensing fees are paid to Partner Software. Maintenance mode begins when installation is complete and the product is in general use by the customer.

Any features or services not listed as included in this scope of work are not part of the standard Partner Platform and are not covered by the installation, configuration, and licensing fees for the Partner Platform. Such additional items will generally incur an additional cost and may require a separate service order.

Support Included

The following list includes software, features, and services covered and supported at no charge once a customer has entered into maintenance mode. At this time, the following features are supported; the list may change with future releases.

- **Map Viewer**—Reliable performance of the Map Viewer for panning, zooming, and other basic operations is supported.
- **Partner Passport**—Setup, maintenance, and support for Partner Passport accounts and profile configuration necessary to facilitate the use of Partner Passport supported products.
- **Drawing**—Default actions and symbols and a standard set of printing, plotting and export options.
- **GPS Integration**—Two protocols are supported: the NMEA GPS protocol or a limited Trimble® Standard Interface Protocol (TSIP).
- **GPS Post Processing Integration**—Post processing through Trimble® Pathfinder Office when used in conjunction with supported devices running Tri-Global’s MobileStaker™.
- **Partner Hub**—Providing the ability to install and update all Map Viewers inside a customer’s local area network.
- **Map Publisher**—Map Publisher is supported in maintenance mode with the following components:
 - **Field Display in the Data Panel**—Fields and available data from the GIS and other sources configured during the installation phase are properly displayed in the Data Panel. Fields are expected to be visible on subsequent publishes provided the data architecture of the source mapping database or GIS have not changed. See Configuration for Modified Data Sources in the “Support and Configuration Excluded” section.
 - **Find Items**—Configured find items function correctly.
 - **Labels**—Labels correctly display text in the Map Viewer based on text values configured from available data in the GIS database at time of installation.
 - **Map-Space Legend**—Map-space legend configured at time of installation functions correctly.

- o **Mapsets**—Two mapsets, Electrical and Land base, function correctly.
 - o **Merging External Data Sources**—External and preconfigured merges function properly, provided the source data architecture of the external data has not changed.
 - o **Standard Symbology**—Icons and styles designed by Partner Software that are standard to the Partner Platform.
 - o **Transforms**—Three scripted data manipulation transforms function correctly.
- **Map Notes**—The subtypes for Map Notes included in the Standard configuration are the following:
 - o Map Notes
 - o Work Request
 - o Data Collection
 - o Map Correction
 - o Investigation Needed
 - o Vegetation Work
 - o Repair Needed
 - o Work Request

In addition, Map Notes will also include markers which can be used to identify trouble areas in your map. These subtypes are:

- o Member Concern
- o Member Restriction
- o Environmental Concern
- o Environmental Restriction
- o Regulatory Issue
- o Safety Issue

Custom subtypes are available and will incur a fee. Map Notes are also available with cloud-syncing. Contact Partner for further details.

- **Global Map View (Filter Table)**—Standard configuration for Global Map View application and Postgres database will include connection with Electrical Model and the Staker Proposed Jobs Mapset - if already installed on the system.

Support & Configuration Excluded

The following list identifies features, services, and support that are specifically excluded at this time. This is not a complete listing. Any item not specifically included in the Support and Configuration Included above should be assumed to be not supported.

Items that are noted as “not included” may be available at extra cost, while items that are noted as “not available” are not available at all. Where “best effort” is listed, Partner will make a best effort to work within the constraints at a customer site. However, extensive troubleshooting may incur additional fees, and the ultimate responsibility lies with the customer.

Generally, “not available” features, services, or support are excluded because the features or product components are not yet implemented. The list may change as development continues and new versions are released. Unfortunately, if a feature is not implemented, we cannot provide it even at extra cost.

- **Aerial Photography**—See the Partner Aerial Photography scope document for details about configuration and support options for this module.
- **Partner Web**—See the Partner Field Design Application scope document for details about configuration and support options for this module.

- **Additional Published Mapsets**—Any more than two mapsets are excluded in the configuration of the Partner Platform. More than ten published map layers will not be supported in the Partner Platform.
- **Additional Legends**—More than one map space legend, such as a legend with a different background color, are excluded in the configuration of Partner Platform.
- **Data Preparation**—Provision of source data and data relationships are the responsibility of the customer. *If Partner staff must discover data relationships during configuration or once a customer enters maintenance mode, this may incur additional fees.*
- **Configuration for Modified Data Sources**—Any configuration changes needed for the Map Publisher as a result of changed data architecture are the responsibility of the customer.
- **Alternate Map Publisher Installations**—Additional Map Publisher installations, such as for contractors or consultants.
- **Workflow Consultation**—Workflow consultation for customizing the configuration of the Partner Platform is not included in the standard install. This consultation is priced and scheduled according to the customer’s needs.
- **User Training for Partner Platform**—Training for the Map Viewer, Drawing, GPS function or any other component of Partner Platform is not included. Live training, either on-site or at Partner’s facilities, is available at additional cost.
- **Relocating Records to Map Items**—Data collected with Partner products are only as accurate as the underlying map data. It is the responsibility of the client to provide geographically accurate map data for use with all Plus products. It is not within the purview of support to correct inaccurately collected data.
- **Travel Costs**—Travel costs associated with training or any on-site visit to a customer.
- **Additional Transforms**—More than three scripted data manipulation transforms.
- **Customer-Modified Transforms**—Support needed to repair script or transform damage resulting from customer modification to the script or transform.
- **Key Fields**—Partner is not responsible for discovery of key fields for external merges. The customer must provide key field names at time of installation or Partner may charge hourly for data relationship discovery.
- **Custom Data Panel Display**—Cosmetic and functional changes to the Data Panel are not standard and will incur an additional fee.
- **Database Administration**—Any issues arising from database administration performed by any program external to Partner Software, whether performed with a third-party application or a direct database connection, is not supported.
- **Custom Server Support**—Partner Platform products use the Partner Hosted Architecture for data storage and retrieval. Support of additional client specified servers or databases is out of scope.
- **Data Backup and Recovery**—It is the client’s responsibility to maintain backups of their local server data and configuration in case of critical hardware and software failure. *Partner does not maintain backup or recovery systems for data stored locally in the client’s network.*
- **Shared Partner Passport accounts**—Partner Passport accounts are single sign on accounts designed to identify and authenticate an individual user.
- **Hardware Support**—Partner Software does not support any hardware or hardware specific issues. Any software issues arising from hardware that does not meet the minimum requirements to run Partner applications will not be supported.
- **Network and IT Support**—Support and maintenance of Network and IT infrastructure is the responsibility of the customer. Any issues arising from the performance or failure of this infrastructure—i.e., 1) failure to properly install, maintain or update Java on all Partner end-user machines, 2) failure to allow for all Partner Software programs to update and function behind firewall or virus checking software, or 3) failure to allow Partner Software programs to function within the framework of third-party IT administration—are the responsibility of the customer.
- **Operating System Support**—Any issues arising from the customer’s operating system, such as restrictive security settings that prevent the Partner Map Viewer from updating, for example, are the responsibility of the

customer and the OS vendor. *Partner Software will make a best effort to work within the security constraints at a customer site. However, extensive troubleshooting may incur additional fees, and ultimate responsibility lies with the customer.*

- **Custom Symbology**—Any requested icons or styles that are not generic to the Partner Platform are not included at time of installation or in maintenance mode.
- **Third-Party Support**—Any issues arising from installation performed by a third party will be supported by that third party.
- **Third-Party or Customer-Developed Partner Platform Applications**—Although Partner Software is a system that provides the technical capability for the development of custom built applications either internally by the Customer or externally by a third party, Partner is not responsible for the support or configuration of those applications.
 - As of version 4.30 third party programs will need to be reviewed by Partner Staff for inclusion in the API program or to have custom replacements scoped for additional costs as needed. *Contact Partner for pricing if your company needs development or support for a custom application, or if you would like further information about the API program.*
- **Nonstandard GPS Integration**—GPS data collected from external sources can only be imported into Partner Platform through a specifically formatted CSV file.
- **Custom Graphic User Interface (GUI) Manipulation**—Specialized user interfaces and/or custom layouts and configurations.
- **Custom Actions**—Additional custom actions enacted from the menu bar or wheel menu.
- **Custom Reports**—Report designs and layouts that deviate from our standard HTML report print/design.
- **Custom Scripting**—Any additional scripting outside of the standard scripts included in the Partner Platform.
- **Other Remote Connection Support Software**—Remote connection software, other than Partner’s preferred remote support application, may be used if required by the customer; however, Partner Software may, at its option, bill hourly for its time spent setting up and/or troubleshooting a custom remote connection. See the Remote Customer Support Requirements section below for details.
- **Custom configuration for Map Notes**—Custom subtypes for Map Notes are not part of the standard configuration, and will require a service order, and will be scoped for additional cost. Hosted service for cloud-syncing with Map Notes is not part of the standard installation. Please contact Partner for pricing and further details.
- **Custom configuration for Global Map View (Filter Table)**—Non-standard or custom configuration for Global Map View application will require a service order, and will be scoped for additional cost.

Additional Partner Platform Components

There are separate scope documents for specific components of Partner Platform such as the Partner Staking-to-GIS Interface and Partner Accounting Interface addendums.

Customer Responsibilities

Customers are responsible for the security of any devices upon which Partner products are utilized. Partner recommends that each customer instruct all end-users to utilize the security features available on their devices, including passwords. Partner also recommends that customers inventory and track all devices upon which sensitive data are stored to allow those devices to be remotely wiped in the event of theft or casualty.

Please contact Partner Software with any custom design or configuration requests that are out of the scope of our standard Field Design Application installation and we will assist you with pricing and information.



Partner Field Design Application Addendum

Support Scope

Document Version 4.30

The purpose of this document is to list and define support and maintenance services that are included at no additional cost. After the installation is complete, the customer enters “maintenance mode” and ongoing licensing fees are paid to Partner Software. Maintenance mode begins when installation is complete and the product is in general use by the customer.

Any features or services not listed as included in this scope of work are not part of the standard Partner Field Design Application and are not covered by the installation, configuration, and licensing fees for Partner Field Design Application. Such additional items will generally incur an additional cost and may require a separate service order.

Support Included During Maintenance Mode

The following list includes software, features, and services covered and supported at no charge once a customer has entered into maintenance mode. At this time, the following features are supported; the list may change with future releases. (see below)

- **User Documentation**—Available standard end-user manuals and materials available for the latest version of the Partner Field Design Application at the time of installation.
- **Construction Assemblies**—Construction Assemblies are configured based on data supplied by the utility from its accounting and/or GIS system.
- **Partner Web and Standard Work Order Tracking System**—Job and Location level header fields are created and configured for view in the Partner Web and Field Design, as required for integration with the utility's accounting and/or GIS system.
- **Redline and Staking Sheet Symbols**—Redline & staking sheet symbols are configured for use in the Field Design from data supplied by the customer. Images supplied for use as staking or drawing symbols must be PNG or JPG image files.
- **Basic Validation**—Validation of standard data fields is provided. This includes the job name, staker name, and date staked.
- **Auto-Populate Basic Location Information**—Field Design can be configured to auto-populate basic location information for County, City, Fire District, Tax District, and School District. The utility must supply Partner with shapefiles that define the location.
- **GPS Integration**—Location data associated with staking Jobs will be imported into Field Design. Protocol supported—the NMEA GPS protocol.
- **Reports:**

- o **Basic Staking Sheets**—A maximum of two staking sheets from a menu of standard report template options will be provided. Basic staking sheet includes: sketch of work, listing of assemblies, installed/retired/existing units, and auto populating of Basic Location Information.
- o **Basic Plotter-Size Staking Sheet**—A maximum of one plotter-sized staking sheet will be provided. Basic plotter staking sheet includes sketch of work and auto populating of Basic Location Information.
- o **Accounting and Engineering Summary**—A list of all assemblies installed on a per work order basis.
- o **Staking Summary**—Includes listing of assemblies, installed/retired/existing units, and auto populating of basic location information such as construction ID, source, deflection, and comments.
- **Staker Tools**—*Staker Tools will be set up in its own Map Viewer on the hub. This Map Viewer will be used to administer Staker Tools and edit configuration. Configuration will be created by the client based on their needs.*

Support & Configuration Excluded

The following list identifies features, services, and support that are specifically excluded at this time. This is not a complete listing. Any item not specifically included in the Support and Configuration Included above should be assumed to be not supported.

Items that are noted as “not included” may be available at extra cost, while items that are noted as “not available” are not available at all. Where “best effort” is listed, Partner will make a best effort to work within the constraints at a customer site. However, extensive troubleshooting may incur additional fees, and the ultimate responsibility lies with the customer.

Generally, “not available” features, services, or support are excluded because the features or product components are not yet implemented. The list may change as development continues and new versions are released. Unfortunately, if a feature is not implemented, we cannot provide it even at extra cost.

- **Additional Mapping, Accounting, or Other System Interface**—*Including any custom interfaces to systems beyond the first mapping or accounting, such as custom warehouse systems, custom CIS, custom outage systems, or secondary GIS systems.*
- **Custom Assemblies**—*Partner does not track materials on the unit level. If a detailed material picklist is needed, it requires an additional fee.*
- **Grid Numbering Location Information**—*Configuration of a location numbering schema based on a predefined grid requires an additional cost.*
- **Auto-population of Accounting Variables on Assemblies**—*Allows for scripts to fill out variable and/or reference codes automatically based on the other units that are placed in that same location. It is most often used for accounting to get the correct explosion of materials for small parts such as wire ties and nuts and bolts.*
- **Custom Validation**—*Any validation requests outside of the standard validation methods* of the Partner Field Design Application. (i.e., If/then statements, custom verification, etc.)*
*Standard validation methods includes Staker Tools
- **Custom Graphic User Interface (GUI) Manipulation**—*Specialized user interfaces and/or custom layouts and configurations.*
- **Custom Actions**—*Additional custom actions enacted from the menu bar or wheel menu.*
- **Custom Scripting**—*Any additional scripting outside of the standard scripts included in the Partner Field Design Application.*
- **User Training**—*Training for Partner Field Design can be scheduled at the same time as installation, or according to the customer’s needs. This training includes using the Field Design, basic Configuration Manager training, configuring header fields, and creating new construction assemblies.*
- **Workflow Consultation**—*Workflow process and recommendations using the Partner Field Design Application are not included in the standard install. This consultation is priced and scheduled according to the customer’s needs.*

- **Nonstandard GPS Integration**—GPS data collected from external sources can be imported into Field Design typically through a formatted CSV file.
- **Additional Reports**—Additional staking sheets/material picklists/detailed cost estimates.
 - **Custom Staking Sheets**—Requires a separate service order and the price varies depending on the scope of work. Layout design to correlate to existing staking sheets
 - **Custom Field Cost Estimates**—Additional detailed cost estimates, beyond the four basic fields provided, will be custom priced. This can include a variety of functions that have been added to the Basic Field Cost Estimate, including but not limited to material explosion (breaking units down to individual materials), custom labor values, terrain accounting, and subcontracting calculations. These reports will be custom priced.
- **Configure Material Picklist**—A custom report that explodes the units into individual materials (i.e., nuts and bolts) typically to either print a material pick ticket or to send to a custom warehousing system.
- **Custom configuration for Staker Tools**—Non-standard or custom configuration for Staker Tools includes configuration of forms or workflow decisions beyond the standard installation. Customization of this application will require a service order, and will be scoped for additional cost.

Additional Partner Platform Components

There are separate scope documents for specific components of Partner Platform such as the Partner Staking-to-GIS Interface and Partner Accounting Interface addendums.

Customer Responsibilities

Customers are responsible for the security of any devices upon which Partner products are utilized. Partner recommends that each customer instruct all end-users to utilize the security features available on their devices, including passwords. Partner also recommends that customers inventory and track all devices upon which sensitive data are stored to allow those devices to be remotely wiped in the event of theft or casualty.

Please contact Partner Software with any custom design or configuration requests that are out of the scope of our standard Field Design Application installation and we will assist you with pricing and information.



Partner Mobile/Partner Next Addendum

Support Scope

Document Version 4.30 / Partner Next 3.5

The purpose of this document is to list and define support and maintenance services that are included at no additional cost. After the installation is complete, the customer enters “maintenance mode” and ongoing licensing fees are paid to Partner Software. Maintenance mode begins when installation is complete and the product is in general use by the customer.

Partner Next is only available to licensed Partner customers who have purchased Partner Mobile (formerly known as “Partner on iOS”).

Support Included

The following list includes software, features, and services covered and supported at no charge once a customer has entered into maintenance mode. At this time, the following features are supported; the list may change with future releases.

Product Components

- **Partner Next App**—Mobile application that runs on an Apple® iPad® and iPhone®
- **Partner Next Publishing Tools**—Additional software modules and configuration installed in the customer’s Partner Map Publisher to enable publishing maps to Partner Next can be configured with Translator, but some restrictions on features may apply.
- **User Documentation**—The latest version of standard end-user manuals and materials available for the Partner Next App at time of installation.
- **Partner Cloud Hosting**—Provides hosted map updates on a secure, external cloud server.
- **Customer Update Account**—Secure account for users to update their Partner Next App installation with map data and configuration. There is only one such account per customer, consisting of a customer ID and password.
- **Customer Publishing Account**—A secure account used by the customer’s Partner Map Publisher users to post map and configuration updates to Partner Cloud Hosting. There is only one such account per customer, consisting of a user ID and password.

Features

- **Static Map Viewing**—Disconnected viewing of published map data, including panning, zooming, and selection with useable levels of performance.
- **Map Graphics and Shapes**—Vector line, including thick line types, point and text shapes as configured in the standard Partner Map Viewer are supported and reflected in Partner Next when possible.
- **View Data Display**—Data fields associated with selected shapes, as configured for the standard Partner Map Viewer, are reflected in Partner Next when possible.

- **Find Items**—Configured find items are supported in the Partner Map Viewer with the exception of merged find items, which are not currently supported.
- **Labels**—Non-scaling text and text labels are displayed in Partner Next.
- **Mapsets**—Installation of Partner Next includes the addition of any static mapset into the iOS Map Viewer a client already has configured in the Map Publisher. This includes only those mapsets that can be supported and viewed by Partner Next; size restrictions may apply.
- **Raster Images**—Raster imagery compatible with Partner Map Viewer is supported on Partner Next. Restrictions based on hardware size may apply. Clients must have an annual license agreement with Partner for Aerial Photography.
- **Editions**—Each cooperative will have two standard editions configured with the titles “Employee” and “Contractor”. Installation of each edition includes up to a maximum of eight static mapsets already configured in the Map Publisher.
- **Layer Visibility**—The “View” tab feature allowing users to select mapsets they want visible at any given time. Not available for Translator clients.
- **Standard Symbology**—Icons and styles configured for Partner Map Viewer are reflected in Partner Next, including scaling icons.
- **User Interfaces**—The installation of Partner Next includes the support of two user interfaces, one for iPad and another for iPhone.
- **Cloud Update**—Update of map data and configuration from a Partner Cloud server.
- **Software Update**—Update of the Partner Next App software via the Apple App Store May require upgrade of map publisher software.
- **Tracing**—Customers with properly configured electrical models may perform tracing actions when selecting a connected map item.
- **Mobile Outage**—The Partner Next App includes the Partner Mobile implementation of Mobile Outage. Customers must have separately purchased Mobile Outage and Partner Complete to make use of this product on Partner Next.
- **Mobile Outage Alerts**—New Outage alerts are displayed at synchronization time for crews with assigned outages with a “NEW” status.
- **Distribution Inspection**—The Partner Next App includes the Partner Mobile implementation of Distribution Inspection. Customers must have separately purchased Distribution Inspection and Partner Platform to make use of this product on Partner Next.
- **Partner Mobile Synchronization**—Manual and Automated synchronization of Live records is possible when internet connectivity is available.
- **Partner Mobile “Live” Tab**—The “Live” tab allows Partner Complete users to quickly view and select Live product records that conform to the lists query parameters.
- **Partner Passport Accounts**—Partner Passport accounts are required for use with the Live products. Users with Partner Passport accounts must enter their credentials in the Partner Next App to enable synchronization.
- **Right of Way: Vegetation Management**—The Partner Next App includes the Partner Mobile implementation of Right of Way: Vegetation Management. Customers must have separately purchased Right of Way and Partner Platform to make use of this product on Partner Next.
- **Damage Assessment**—The Partner Next App includes the Partner Mobile implementation of Damage Assessment. Customers must have separately purchased Damage Assessment and Partner Platform to make use of this product on Partner Next.
- **Live Publishing**—The Partner Next App includes the Partner Mobile implementation of Live Publishing. Customers must have separately purchased Partner Platform to make use of this product on Partner Next.

Support and Services

- Installation and configuration of Partner Mobile Map Publishing Tools.

- Initial conversion and posting of any existing, supported published vector mapsets. These must already be configured and working in the standard Partner Map Viewer.
- Installation and configuration of Partner Cloud Hosting, including update and posting accounts.
- Access to all updates to included software.
- Direct phone and email support for software usage issues. Support for issues related to software defects.

Support Excluded

The following list identifies features, services, and support that are specifically excluded at this time. This is not a complete listing. Any item not specifically included in the Support and Configuration Included above should be assumed to be not supported.

Items that are noted as “not included” may be available at extra cost, while items that are noted as “not available” are not available at all. Where “best effort” is listed, Partner will make a best effort to work within the constraints at a customer site. However, extensive troubleshooting may incur additional fees, and the ultimate responsibility lies with the customer.

Generally, “not available” features, services, or support are excluded because the features or product components are not yet implemented. The list may change as development continues and new versions are released. Unfortunately, if a feature is not implemented, we cannot provide it even at extra cost.

Features

- **Substring Search**—The Partner Mobile Find feature uses only incremental search; substring search is not available.
- **“Merge Duplicates” Find Configuration**—A Find Type using the “Merge Duplicates” Map Publisher configuration setting does not function in Partner Mobile.
- **Custom Dynamic Mapsets**—Only dynamic mapsets developed and sold by Partner Software are available on the Partner Mobile platform.
- **Distribution Inspection RideOut Subtype**—Distribution Inspection on Partner Mobile does not support creating or editing of the RideOut subtype at this time.
- **Distribution Inspection Planner Actions**—Partner Mobile does not support the administrative Planner actions found in the desktop version of Partner Distribution Inspection.
- **Right of Way: Vegetation Management Planner Actions**—Partner Mobile does not support the administrative Planner actions found in the desktop version of Partner Right of Way.
- **Damage Assessment Planner Actions**—Partner Mobile does not support the administrative Planner actions found in the desktop version of Partner Damage Assessment.
- **Live Publish Manager Actions**—Partner Mobile does not support the Manager actions found in the desktop version of Partner Live Publish.
- **Live Product Reporting**—Partner Mobile does not support creating reports of Distribution Inspection data.
- **Live Product Historical Data**—Partner Mobile does not support synchronizing or viewing of Historical data at this time.
- **Filter Table / Saved Queries**—Partner Mobile does not support the filter table or saved queries at this time.
- **Inspection Overview**—Partner Mobile does not support the Inspection Overview grid at this time.
- **Live Product Custom Scripting**—Partner Mobile does not support custom scripts that may have been developed for the client’s desktop version of Distribution Inspection, Damage Assessment, or Right of Way. Any existing custom scripts that cannot be recreated in standard configuration will not be available in Partner Mobile.
- **Published Area Shapes**—Such as filled polygons are not available for published maps.
- **Editions**—Editions beyond the standard “Employee” and “Contractor” included in the installation of Partner Next are outside the scope of this document and require an additional service order.

Services and Support

- **User Training**—Not included at the time of installation or during maintenance mode.
- **iOS-Specific Mapset Configuration**—Mapsets configured for iOS devices only and not for the standard Partner Map Viewer are not included.
- **New Mapset Configuration**—New mapsets, not already configured for Partner Map Viewer, or any other Map Publisher configuration outside the scope of the Partner Next conversion is not included.
- **Hardware Support**—Partner Software does not support any hardware or hardware specific issues. Any software issues arising from hardware that does not meet the minimum requirements to run Partner Next will not be supported.
- **Operating System Support**—Any issues arising from the customer’s operating system are the responsibility of the customer. Partner Software will make a best effort to assist to work within the constraints at a customer site.
- **Custom Update Sources**—Partner Mobile makes use of the Partner Hosted Architecture. As such custom update servers, such as those locally running on the client network, are not supported.
- **Partner Software Network Support**—Any issues arising from the customer’s computer networks are the responsibility of the customer. Partner Software will make a best effort to assist to work within the constraints at a customer site.
- **Mobile Management Support**—Any issues arising from the customer’s mobile management application are the responsibility of the customer and its mobile management vendor. Partner Software will make a best effort to work within the constraints of the application.
- **Third-Party or Customer-Developed Partner Next Applications**—Although Partner Software is an open system that encourages development of third party and custom applications, we are not responsible for the support or configuration of those applications.
- **Mobile Outage Configuration**—The Partner Mobile version of Mobile Outage includes all Support and Configuration exclusions of the Mobile Outage Product. See the Mobile Outage scope doc for details.
- **Distribution Inspection Configuration**—The Partner Mobile version of Distribution Inspection includes all Support and Configuration exclusions of the Distribution Inspection Product. See the Distribution Inspection scope doc for details.
- **Damage Assessment Configuration**—The Partner Mobile version of Damage Assessment includes all Support and Configuration exclusions of the Damage Assessment Product. See the Damage Assessment scope doc for details.
- **Right of Way Configuration**—The Partner Mobile version of Right of Way includes all Support and Configuration exclusions of the Right of Way Product. See the Right of Way scope doc for details.
- **Shared Partner Passport accounts**—Partner Passport accounts are single sign-on accounts designed to identify and authenticate an individual user. Account sharing is not supported for Partner Passport accounts.

Additional Information

Wi-Fi Required Customer Requirements

Partner Next does not require Wi-Fi connection to use the Partner Next and many associated map features. However, wireless connection in the field is essential for Google or Apple Maps directions as well as Live Product synchronization.

The bearing indicator’s accuracy and reliability depends upon hardware that Partner Next is loaded onto. Depending on the internal GPS, the bearing indicator will continuously update within iOS platform Map Viewer with “Wi-Fi” enabled and “Cellular Data” enabled.



Partner Basic Field Cost Estimate

Support Scope

Document Version 4.30

The purpose of this document is to list and define support and maintenance services that are included at no additional cost. After the installation is complete, the customer enters “maintenance mode” and ongoing licensing fees are paid to Partner Software. Maintenance mode begins when installation is complete and the product is in general use by the customer.

Any features or services not listed as included in this scope of work are not part of the standard Partner Standard Basic Field Cost Estimate Application and are not covered by the installation, configuration, and licensing fees for the Partner Standard Basic Field Cost Estimate Application. Such additional items will generally incur an additional cost and may require a separate service order.

Support Included

The following list includes software, features, and services covered and supported at no charge once a customer has entered into maintenance mode. At this time, the following features are supported; the list may change with future releases.

- **Assembly Description**—Partner Assembly name, description, and quantity
- **Construction Cost**—Construction cost for each assembly (as configured in Partner Web Configuration Manager)
- **Retirement Construction Cost**—Retirement cost for each assembly (as configured in Partner Web Configuration Manager)
- **Labor Cost**—Construction Labor cost per assembly (as configured in Partner Web Configuration Manager)
- **Retirement Labor Cost**—Retirement Labor cost per assembly (as configured in Partner Web Configuration Manager)
- **Standard Calculations**—For each assembly Partner performs the following calculations:
 - **Total New Construction Cost** = (New Labor Cost * New Unit Quantity) + (New Unit Cost * New Unit Quantity)
 - **Total Retirement Cost** = (Retire Labor Cost * Retire Unit Qty) + (Retire Unit Cost * Retire Unit Qty)

These two totals can be reported separately or added together for a Total Job Cost.

Support Excluded

This Application provides a Basic Field Cost Estimate and is not designed to represent actual construction costs for the purposes of billing. Its main function is to provide a "Field Estimate", which is an approximation. Partner, as an agile

disconnected Field Staking and Inspection Solution, should not be relied upon to represent the most accurate, up-to-date cost information for the purposes of customer billing and accounting. *This is not an accounting or customer billing system.*

The following list identifies features, services, and support that are specifically excluded at this time. This is not a complete listing. Any item not specifically included in the Support and Configuration Included above should be assumed to be not supported.

Items that are noted as “not included” may be available at extra cost, while items that are noted as “not available” are not available at all. Where “best effort” is listed, Partner will make a best effort to work within the constraints at a customer site. However, extensive troubleshooting may incur additional fees, and the ultimate responsibility lies with the customer.

Generally, “not available” features, services, or support are excluded because the features or product components are not yet implemented. The list may change as development continues and new versions are released. Unfortunately, if a feature is not implemented, we cannot provide it even at extra cost

Basic Field Cost Estimate **DOES NOT** include:

- **Auto-population**—Auto-population or auto-update of assembly or labor cost from source data. This function MAY be possible depending on the source data but is scoped and configured separately.
- **Tax Calculations**—This is the most common request for customization and is readily available for a small additional fee. It provides a (1) single multiplier (usually a percentage) that gets added to the mathematics above [ex. $(\text{NewLabor} * \text{Qty}) + (\text{NewUnitCost} * \text{Qty}) * (1.7\% \text{ tax}) = \text{Total Construction Cost}$].
- **Hot/Cold Estimate**—Second most popular customization, which will be scoped and quoted separately. Users can select whether a job, location, or unit is "Hot" or "Cold" and each unit has a separate price (and labor price) for each.
- **Material Explosion**—Partner's Basic Field Cost Estimate is based on the Assembly and Labor costs only. Assemblies are not broken down into specific materials in this report.
- **Unit Variables**—This list varies based on a set of codes (pole class, primary wire, secondary wire, and neutral) assigned to each unit.
- **Variation from Template**—Partner provides a standard template. The Application will not deviate from this template other than to add the appropriate Utility Name, Job Name, Staked By, and Staked Date data fields. Variations are custom.
- **Configuration requests more than thirty (30) days after installation**—Configuration changes more than thirty days after installation may incur an additional fee.
- Anything else not explicitly listed in the above "Included" section of this document.



Partner Staker Proposed Jobs Mapset Addendum

Support Scope

Document Version 4.30

The purpose of this document is to list and define support and maintenance services that are included at no additional cost. After the installation is complete, the customer enters “maintenance mode” and ongoing licensing fees are paid to Partner Software. Maintenance mode begins when installation is complete and the product is in general use by the customer.

Post-installation support for the Staker Proposed Jobs Mapset that was configured by non-Partner representatives, including customers and third-party companies, is excluded from this document. Any non-Partner representative seeking to install and configure this mapset must address and satisfy the items in the included section of this document. Any support that Partner Software provides for such cases is billable hourly.

Support Included

- **Publishing and posting capability**—Ability to publish the Staker Proposed Jobs Mapset when connected to an operational Partner Hub and ability to post the mapset to the Partner Hub.
- **Correct display of proposed jobs**—Any and all jobs identified in the Query Manager are expected to display in the Map Viewer.
- **Staking ability**—All Proposed backspan lines and proposed location points to be accessible to applicable staker map actions.
- **Query Manager performance**—The Query Manager is expected to function as designed.

Support Excluded

The following list identifies features, services, and support that are specifically excluded at this time. This is not a complete listing. Any item not specifically included in the Support and Configuration Included above should be assumed to be not supported.

Items that are noted as “not included” may be available at extra cost, while items that are noted as “not available” are not available at all. Where “best effort” is listed, Partner will make a best effort to work within the constraints at a customer site. However, extensive troubleshooting may incur additional fees, and the ultimate responsibility lies with the customer.

Generally, “not available” features, services, or support are excluded because the features or product components are not yet implemented. The list may change as development continues and new versions are released. Unfortunately, if a feature is not implemented, we cannot provide it even at extra cost.

- **Legend configuration and/or customization**—Configuration requests or any other change to the default legend are not included in installation. Any and all changes made to the default legend are customer-initiated. Map Publisher training is required to obtain this level of user-configurability.
- **Custom Symbology**—Additional icons and styles that are not in the default legend.
- **Query Manager configuration**—Phone and email assistance outside of performance support and end-user documentation.
- **Staker symbol matching**—Exact matching of StakerProposedJobs unit and backspan symbology with symbolism in Field Design, upon out of box installation.
- **Additional Mapsets**—Additional map layers not named StakerProposedJobs.
- **Additional Queries**—Any query written in the Query Manager to function outside of the default built in queries, or any user-created custom query in the Partner Web.
- **User Training**—End-user training for the Map Publisher, Field Design or Partner Hub Config Manager. Training for any of these products are made available, priced and scheduled as needed.
- **Field Design configuration**—Changes to the Field Design system.
- **Substantial configuration requests more than thirty (30) days after installation**—Substantial configuration changes more than thirty(30) days after installation may incur an additional fee.



Partner Aerial Photography Addendum

Support Scope

Document Version 4.30

The purpose of this document is to list and define support and maintenance services that are included at no additional cost. After the installation is complete, the customer enters “maintenance mode” and ongoing licensing fees are paid to Partner Software. Maintenance mode begins when installation is complete and the product is in general use by the customer.

Any features or services not listed as included in this scope of work are not part of the standard Partner Aerial Photography product and are not covered by the installation, configuration, and licensing fees for the Partner Aerial Photography product. Such additional items will generally incur an additional cost and may require a separate service order.

While customers may pay licensing fees to utilize aerial photos configured by non-Partner personnel, including customers and third parties, support for the use of such third-party photographs is not covered by annual license fees and will generally incur an additional cost and may require a separate service order.

Support Included

The following list includes software, features, and services covered and supported at no charge once a customer has entered into maintenance mode. At this time, the following features are supported; the list may change with future releases.

- **Image mapsets**—Will function correctly and support is included if issues arise.
- **Reliable Map Viewer performance**—Any difference in performance speed of the Partner Map Viewer when images are turned on as compared to when images are turned off is expected to be minimal provided the Partner Platform is properly installed.
- **Image distribution in Partner systems**—Partner staff will consult with the customer about ways to distribute images to end user installs and the advantages and disadvantages of different image distribution options.

Support Excluded

The following list identifies features, services, and support that are specifically excluded at this time. This is not a complete listing. Any item not specifically included in the Support and Configuration Included above should be assumed to be not supported.

Items that are noted as “not included” may be available at extra cost, while items that are noted as “not available” are not available at all. Where “best effort” is listed, Partner will make a best effort to work within the constraints at a customer site. However, extensive troubleshooting may incur additional fees, and the ultimate responsibility lies with the customer.

Generally, “not available” features, services, or support are excluded because the features or product components are not yet implemented. The list may change as development continues and new versions are released. Unfortunately, if a feature is not implemented, we cannot provide it even at extra cost.

- **Extensive photo search**—Partner is not obligated to provide any search for publicly available aerial photography beyond what is available from the U.S. Department of Agriculture and may decline such requests for any reason.
- **Projection changes after photo processing**—Any image mapset recut as a result of map projection changes of the GIS, the Map Publisher, or Partner Hub are explicitly excluded.
- **Mosaicking in re-cuts**—Any such mosaicking described in the Image set mosaicking inclusion above for any re-cut of image mapsets is expressly excluded.
- **Custom Update Sources for Partner Mobile**—When using aerial photography in conjunction with Partner Mobile, the Partner Mobile Hosted Architecture is used to deploy imagery to devices. Therefore, custom update servers, such as those locally running on the client network, are not supported.
- **Partner Mobile Aerial Size Restrictions**—Due to the limitations of mobile hardware and the nature of broadband connections, Partner recommends limiting the partner Mobile deployment of Aerial Photography to 10GB.
- **Image set mosaicking**—If the customer has image sets for one area that are more detailed or more recent than for another area, Partner has the ability to layer them to emphasize the more detailed or recent imagery. This work will be scoped for additional costs as necessary by Partner Staff.



Partner v5 Hosted Server Addendum

Support Scope

Document Version 4.30

This document lists and defines support and maintenance services that are included at no additional cost. After the installation is complete, a customer enters “maintenance mode” and ongoing licensing fees are paid to Partner Software. Maintenance mode begins once installation is complete and in general use by the customer.

Any features or services not listed as included in this scope of work are not part of the standard Partner v5 Hosted Server product and are not covered by the installation, configuration, and licensing fees for the Partner v5 Hosted Server. Such additional items will generally incur an additional cost and may require a separate service order.

Support Included

The following list includes software, features and services considered to be a part of installation and supported at no charge once a customer has entered into maintenance mode and begun paying annual licensing fees.

Partner Passport – Setup, maintenance, and support for Partner Passport accounts and profile configuration necessary to facilitate the use of Partner Passport supported products.

**There may be additional licensing fees if the installation of Partner v5 Hosted Server was not a Partner Software staff installation. 3rd party hosted server configurations are neither maintained nor supported by Partner Software.*

Support Excluded

The following list includes software, features and services not covered and supported during configuration or once a customer has entered into maintenance mode. This list is an overview and cannot account for every possible support or configuration issue. In general, anything out of the scope of the support inclusions listed in this document may incur a service order and/or additional fees.

- **Data Preparation**—Provision of source data and data relationships are the responsibility of the customer. If Partner staff must discover data relationships during configuration or once a customer enters maintenance mode, this may incur additional fees.

- **Configuration for Modified Data Sources**—Any configuration changes needed for the Map Publisher as a result of changed data architecture are the responsibility of the customer.
- **Custom Server Support**—Partner Complete products use the Partner Hosted Architecture for data storage and retrieval. Support of additional client specified servers or databases is out of scope.
- **Shared Partner Passport accounts** – Partner Passport accounts are single sign on accounts designed to identify and authenticate an individual user
- **Hardware Support**—Partner Software does not support any hardware or hardware specific issues. Any software issues arising from hardware that does not meet the minimum requirements to run Partner applications will not be supported.
- **Network and IT Support**—Support and maintenance of Network and IT infrastructure is the responsibility of the customer. Any issues arising from the performance or failure of this infrastructure—i.e., 1) failure to properly install, maintain or update Java on all Partner end-user machines, 2) failure to allow for all Partner Software programs to update and function behind firewall or virus checking software, or 3) failure to allow Partner Software programs to function within the framework of third-party IT administration—are the responsibility of the customer.
- **Operating System Support**—Any issues arising from the customer’s operating system, such as restrictive security settings that prevent the Partner Map Viewer from updating, for example, are the responsibility of the customer and the OS vendor. Partner Software will make a best effort to work within the security constraints at a customer site. However, extensive troubleshooting may incur additional fees, and ultimate responsibility lies with the customer.
- **Third-Party Support**—Any issues arising from installation performed by a third party will be supported by that third party.
- **Third-Party or Customer-Developed Applications**—Although Partner Software is a system that provides the technical capability for the development of custom built applications, either internally by the client or externally by a third party, Partner is not responsible for the support or configuration of those applications. Contact Partner for pricing if your company needs development or support for a custom application.
- **Other Remote Connection Support Software**—Remote connection software, other than Partner’s preferred remote support application, may be used if required by the customer; however, Partner Software may, at its option, bill hourly for its time spent setting up and/or troubleshooting a custom remote connection. See the *Remote Customer Support Requirements* section below for details.



Partner Material Explosion and Report

Support Scope

Document Version 4.30

The purpose of this document is to list and define some of the software, features, and services included with a Partner Software staff installation of the Partner Material Explosion and Report for Use with Field Design Application (“Material Explosion Module”). A “Partner Software staff installation” refers to an installation by a Partner Software employee and explicitly excludes installation of the Partner Aerial Photography by any other party.

In addition, this document lists and defines support and maintenance services that are included at no additional cost. After the installation is complete, the customer enters “maintenance mode” and ongoing licensing fees are paid to Partner Software. Maintenance mode begins when installation is complete and the product is in general use by the customer.

Any features or services not listed as included in this scope of work are not part of the standard Partner Material Explosion Module and are not covered by the installation, configuration, and licensing fees for the Partner Material Explosion Module. Such additional items will generally incur an additional cost and may require a separate service order.

Support Included

The following list includes software, features, and services covered and supported at no charge once a customer has entered into maintenance mode. At this time, the following features are supported; the list may change with future releases.

Material Picklist—This is a report that explodes the assemblies into individual materials (i.e., nuts and bolts); typically in order to either print a material pick ticket or to send to a custom warehousing system.

Materials are associated with Partner assemblies in the Partner Web Configuration Manager.

Also included are:

- **Material Name**—Partner material name, description, and quantity.
- **Quantity Sent**—Quantity of materials installed(Sent).
- **Quantity Retired**—Quantity of materials retired(To Retire).
- **Picked**(Hand entered field).
- **Returned**(Hand entered field).

Support Excluded

The following list identifies features, services, and support that are specifically excluded at this time. This is not a complete listing. Any item not specifically included in the Support and Configuration Included above should be assumed to be not supported.

Items that are noted as “not included” may be available at extra cost, while items that are noted as “not available” are not available at all. Where “best effort” is listed, Partner will make a best effort to work within the constraints at a customer site. However, extensive troubleshooting may incur additional fees, and the ultimate responsibility lies with the customer.

Generally, “not available” features, services, or support are excluded because the features or product components are not yet implemented. The list may change as development continues and new versions are released. Unfortunately, if a feature is not implemented, we cannot provide it even at extra cost.

- **Auto update of material data** from external sources.
- **Cost data**—from the accounting system.
- **Unit variables**—Varying materials component list based on a set of codes (pole class, primary wire, secondary wire, and neutral) assigned to each unit. This also can be scoped as custom and is the most complex variation we have to date.
- Anything else not explicitly listed in the above "Included" section of this document.



Exhibit 3

“Statement of Work”

for

Map Viewer, Field Engineering, Partner Mobile, Basic
Field Cost Estimate Reports, Staker Proposed Jobs
Mapset, Materials Explosion, v5 Hosted Server, and
Aerial Imagery

Presented to

City of Georgetown

Project Overview

This Statement of Work (SOW) defines the work to be performed by the Partner Software division of N. Harris Computer Corporation (“Partner”) for the City of Georgetown (“Customer”) to implement the following Partner Software solutions:

- Partner Mapping Platform Framework
- Partner Field Design Application
- Partner Staking-to-GIS Interface
- Partner Accounting Interface
- Partner Mobile/Partner Next
- Partner Basic Field Cost Estimate
- Partner Staker Proposed Jobs Mapsets
- Aerial Imagery
- Partner Material Explosion

This SOW defines the principal activities and responsibilities of both Partner and Customer for the project, including project management, discovery, data conversion, software control file configuration, interface, modification, and report development and configuration, testing support, and training.

The purpose of this document is to define items that are included with a Partner Software staff installation of the Partner Mapping Platform Framework and to distinguish such items from those not included and considered to be out of scope. A *Partner Software staff installation* refers to an installation by a Partner Software employee and explicitly excludes installation of the Partner Mapping Platform Framework by any other party.

This SOW will be reviewed by both Partner Software and Customer prior to project kick-off and will be updated to include all features, functionality, and configuration available in the current product release at the time of project kick-off.

Any features or services not available in the current product release at the time of project kick-off are not covered by the installation and configuration fees for this project. Such additional items will generally incur an additional cost and may require a separate change order.



Partner Mapping Platform Framework

Configuration Scope Document

Version 4.30

Configuration Included with Partner Software Staff Installation

The following list includes software and configuration services considered to be a part of the Partner Platform at the time of the Partner Software staff installation.

- Partner API - As of Partner Platform version 4.30 third-party and custom programs running within the Partner environment are subject to review by Partner Software staff. At installation time, all 3rd party and custom programs will be identified. Programs that are discovered will require that the author enroll in the Partner API program. User Documentation—Available standard end-user manuals and materials are provided in the software’s help menu.
- Partner Hub—Server software that manages centralized applications, data, and interfaces essential to the Partner System.
- Update—Automated update infrastructure for software, data, and configuration of the Partner System.
- Map Viewer—End-user software platform for map-based applications.
- Map Publisher—Map data publisher for the Partner System. Imports a variety of CAD, GIS, and other data and converts it to Partner’s ROVER format, optimized for efficient update and display, and is compatible with a variety of operating systems and devices. Allows configuration of symbology, data fields, scaling, and other behaviors within reason. The following Map Publisher components are installed without customization but may be customized during the Map Publisher training workshop following installation:
 - Field Display in Data Panel—Generic configuration of fields and available data from the GIS and other approved sources configured to display in the Data Panel.
 - Find Items—Generic configuration of *find items*, or indexed searches of map data grouped into categories (e.g., “Poles, Consumer Names, etc.”) are included in installation.
 - Labels—Generic configuration of map data for display of text in the Map Viewer based on available data in the GIS database at time of installation.
 - Map-Space Legend—one default *map-space legend* is included at installation. A map space legend controls zoom button scales, center point, and background color and should not be confused with a map-set legend.
 - Mapsets—Two *mapsets*, Electrical and Tiger, are included by default—if available at installation. A “mapset” is a container for map data (both graphical and informational) and actions (tools for working with the data). The *Electrical* mapset is generated from a GIS export of the electrical mapping model. The *Tiger* mapset consists of publicly available landbase mapping data from the U.S. Census Bureau
 - Merge External Data Sources—up to eight external data sources, such as consumer data or WindMil® external tables, may be included.

- Standard Symbology—Generic display of map symbology.
- Transforms – Up to three data manipulation transforms may be added if deemed necessary to import external data sources.
- GPS Integration—Basic integration with GPS through standard NMEA or a limited integration through the Trimble® Standard Interface Protocol (TSIP).
- Drawing—A sketching tool for temporary redlining and markup in the Partner Map Viewer. Supports a variety of printing, plotting, and export options.
- Standard Overview - A “birds-eye” grid overview of records contained in the applications available in the Partner system. Records are separated per application and display number of records and priority (if applicable).
- Filter Table - A tool that allows the user to query data from every field available in their Partner system applications. The Filter Table includes query templates that can be saved company-wide and on an individual user basis. Also included are standard, one-touch CSV, HTML, Chart, Map Book, and Google Map exports.
- Local Synchronization - A method for transferring, sharing, and updating records between individual clients installs and an on-site Hub database. A local network connection is required for connectivity.
- Remote Synchronization - Partner’s method for transferring, sharing, and updating records between remote individual clients installs and a Partner-hosted Hub database.
- Partner Passport user setup — The creation of Partner Passport user accounts for each individual user who will use Partner Platform products that support Partner Passport.

Features Included*

The following list includes software, features and services considered to be a part of installation

- Map Viewer—Reliable performance of the Map Viewer for panning, zooming, and other basic operation is supported.
- Drawing—Default actions and symbols and a standard set of printing, plotting and export options.
- GPS Integration—Two protocols are supported: the NMEA GPS protocol or a limited Trimble® Standard Interface Protocol (TSIP).
- GPS Post Processing Integration—Post processing through Trimble® Pathfinder Office when used in conjunction with supported devices running Tri-Global’s MobileStaker™.
- Partner Hub—Providing the ability to install and update all Map Viewers inside a customer’s local area network.
- Key Fields—Partner will facilitate the conversation regarding the discovery of key fields for external merges. The customer will be expected to provide key field names at time of installation. Key fields include those that are required for proper workflow processes, such as AIC Amount, Deposits Required, or Customer Approval Obtained.
- Map Publisher—Map Publisher is supported in maintenance mode with the following components:
 - Field Display in the Data Panel—Fields and available data from the GIS and other sources configured during the installation phase are properly displayed in the Data Panel. Fields are expected to be visible on subsequent publishes provided the data architecture of the source mapping database or GIS have not changed. See *Configuration for Modified Data Sources* in the “Configuration Excluded” section.
 - Find Items—Configured find items function correctly.
 - Labels—Labels correctly display text in the Map Viewer based on text values configured from available data in the GIS database at time of installation.
 - Map-Space Legend—Map-space legend configured at time of installation functions correctly.
 - Mapsets—Two mapsets, Electrical and Landbase, function correctly.
 - Merging External Data Sources—External and preconfigured merges function properly, provided the source data architecture of the external data has not changed.
 - Standard Symbology—Icons and styles designed by Partner Software that are standard to the Partner Basic Framework.

- Transforms—Three scripted data manipulation transforms function correctly.

Configuration Excluded

The following list includes software, features, and services not covered during configuration. This list is an overview and cannot account for every possible configuration issue. In general, anything out of the scope listed in this document may incur a service order and/or additional fees.

- Aerial Photography—See the *Partner Aerial Photography* scope document for details about configuration options for this module.
- Partner Web—See the *Partner Field Design Application* scope document for details about configuration options for this module.
- Additional Published Mapsets—Any more than two mapsets are excluded in the configuration of the Partner Basic Framework.
- Additional Legends—More than one map space legend, such as a legend with a different background color, are excluded in the configuration of Partner Basic.
- Data Preparation—Provision of source data and data relationships are the responsibility of the customer. If Partner staff must discover data relationships during configuration or once a customer enters maintenance mode, this may incur additional fees.
- Configuration for Modified Data Sources—Any configuration changes needed for the Map Publisher as a result of changed data architecture are the responsibility of the customer.
- Alternate Map Publisher Installations—Additional Map Publisher installations, such as for contractors or consultants.
- Workflow Consultation—Workflow consultation for customizing the configuration of the Partner Basic Framework is not included in the standard install. This consultation is priced and scheduled according to the customer's needs.
- User Training for Partner Platform – Training for the Map Viewer, Drawing, GPS function or any other component of Partner Platform is not included. Live training, either on-site or at Partner's facilities, is available at additional cost.
- Relocating Records to Map Items—Data collected with Partner products are only as accurate as the underlying map data. It is the responsibility of the client to provide geographically accurate map data for use with all Plus products. It is not within the purview of support to correct inaccurately collected data.
- Travel Costs—Travel costs associated with training or any on-site visit to a customer.
- Additional Transforms—More than three scripted data manipulation transforms.
- Customer-Modified Transforms—configuration needed to repair script or transform damage resulting from customer modification to the script or transform.
- Custom Data Panel Display—Cosmetic and functional changes to the Data Panel are not standard and will incur an additional fee.
- Data Backup and Recovery – It is the client's responsibility to maintain backups of their local server data and configuration in case of critical hardware and software failure. Partner does not maintain backup or recovery systems for data stored locally in the client's network.
- Custom Server Support—Partner Platform products use the Partner Hosted Architecture for data storage and retrieval. Support of additional client specified servers or databases is out of scope.
- Data Backup and Recovery—It is the client's responsibility to maintain backups of their local server data and configuration in case of critical hardware and software failure. *Partner does not maintain backup or recovery systems for data stored locally in the client's network.*
- Shared Partner Passport accounts—Partner Passport accounts are single sign on accounts designed to identify and authenticate an individual user.
- Network and IT Maintenance —Maintenance of Network and IT infrastructure is the responsibility of the customer. Any issues arising from the performance or failure of this infrastructure—i.e., 1) failure to properly

install, maintain or update Java on all Partner end-user machines, 2) failure to allow for all Partner Software programs to update and function behind firewall or virus checking software, or 3) failure to allow Partner Software programs to function within the framework of third-party IT administration—are the responsibility of the customer.

- Operating System—Any issues arising from the customer’s operating system, such as restrictive security settings that prevent the Partner Map Viewer from updating, for example, are the responsibility of the customer and the OS vendor. Partner Software will make a best effort to work within the security constraints at a customer site. However, extensive troubleshooting may incur additional fees, and ultimate responsibility lies with the customer.
- Custom Symbology—Any requested icons or styles that are not generic to the Partner Basic Framework are not included at time of installation or in maintenance mode.
- Third-Party or Customer-Developed Partner Basic Applications—Although Partner Software is a system that provides the technical capability for the development of custom-built applications either internally by the Customer or externally by a third party, Partner is not responsible for the configuration of those applications. Contact Partner for pricing if your company needs development for a custom application.
- Nonstandard GPS Integration—GPS data collected from external sources can only be imported into Partner Basic through a specifically formatted CSV file.
- Custom Graphic User Interface (GUI) Manipulation—Specialized user interfaces and/or custom layouts and configurations.
- Custom Actions—Additional custom actions enacted from the menu bar or wheel menu.
- Custom Reports—Report designs and layouts that deviate from our standard HTML report print/design.
- Custom Scripting—Any additional scripting outside of the standard scripts included in the Partner Basic Framework.
- Other Remote Connection Access Software—Remote connection software, other than Partner’s preferred remote support application, may be used if required by the customer; however, Partner Software may, at its option, bill hourly for its time spent setting up and/or troubleshooting a custom remote connection.
- Custom configuration for Map Notes—Custom subtypes for Map Notes are not part of the standard configuration, and will require a service order, and will be scoped for additional cost. Hosted service for cloud-syncing with Map Notes is not part of the standard installation. Please contact Partner for pricing and further details.
- Custom configuration for Global Map View (Filter Table)—Non-standard or custom configuration for Global Map View application will require a service order and will be scoped for additional costs.

Requirements Specific to Current Release/Version

This release of the software has specific requirements and changes that may affect applications running on the Partner Platform.

Customer Responsibilities Customers are responsible for the security of any devices upon which the Partner Platform product is utilized. Partner recommends that each customer instruct all end-users to utilize the security features available on their devices, including passwords. Partner also recommends that customers inventory and track all devices upon which sensitive data are stored to allow those devices to be remotely wiped in the event of theft or casualty.

Please contact Partner Software with any custom design or configuration requests that are out of the scope of our standard Partner Platform installation and we will assist you with pricing and information.



Partner Field Design Application

Configuration Scope Document

Version 4.30

Configuration Included at Installation

- **User Documentation**—Available standard end-user manuals and materials available for the latest version of the Partner Field Design Application at the time of installation.
- **Construction Assemblies**—Construction Assemblies are configured based on data supplied by the utility from its accounting and/or GIS system.
- **Partner Web and Standard Work Order Tracking System**—Job and Location level header fields are created and configured for view in the Partner Web and Field Design, as required for integration with the utility’s accounting and/or GIS system.
- **Redline and Staking Sheet Symbols**—Redline & staking sheet symbols are configured for use in the Field Design from data supplied by the customer. Images supplied for use as staking or drawing symbols must be PNG or JPG image files.
- **Basic Validation**—Validation of standard data fields is provided. This includes the job name, staker name, and date staked.
- **Auto-Populate Basic Location Information**—The Field Design can be configured to auto-populate basic location information for County, City, Fire District, Tax District, and School District. The utility must supply Partner with shapefiles that define the location.
- **GPS Integration**—Location data associated with staking Jobs will be imported into Field Design. Protocol supported—the NMEA GPS protocol. Field Design supports post processing through Trimble Pathfinder® Office when used in conjunction with supported devices.
- **Reports**
 - **Basic Staking Sheets**—A maximum of two staking sheets from a menu of standard report template options will be provided. Basic staking sheet includes: sketch of work, listing of assemblies, installed/retired/existing units, and auto populating of Basic Location Information, including WISE company IDs for devices being installed to a location (e.g., XFMR #s, Recloser #s, Capacitor Bank #s, etc.) as desired.
 - While two staking sheets is the standard included at installation, additional staking sheets can be configured if desired.
 - **Basic Plotter-Size Staking Sheet**—A maximum of one plotter-sized staking sheet will be provided. Basic plotter staking sheet includes sketch of work and auto populating of Basic Location Information.
 - **Accounting and Engineering Summary**—A list of all assemblies installed on a per work order basis.
 - **Staking Summary**—Includes listing of assemblies, installed/retired/existing units, and auto populating of basic location information such as construction ID, source, deflection, and comments.

- **Staker Tools** – Staker Tools will be set up in its own Map Viewer on the hub. This Map Viewer will be used to administer Staker Tools and edit configuration. Configuration will be created by the client based on their needs.
- **User Training**—Remote training for Partner Field Design can be scheduled at the same time as installation, or according to the customer’s needs. This training includes using the Field Design, basic Configuration Manager training, configuring header fields, and creating new construction assemblies.

Configuration Excluded

This list is an overview and cannot account for every possible custom configuration request. In general, anything out of the scope of the configuration included in the purchase of the software will incur an additional fee.

- **Additional Mapping, Accounting, or Other System Interface**—Include any custom interfaces to systems beyond the first mapping or accounting, such as custom warehouse systems, custom CIS, custom outage systems, or secondary GIS systems.
- **Grid Numbering Location Information**—Configuration of a location numbering schema based on a predefined grid requires an additional cost.
- **Auto-population of Accounting Variables on Assemblies**—Allows for scripts to fill out variable and/or reference codes automatically based on the other units that are placed in that same location. It is most often used for accounting to get the correct explosion of materials for small parts such as wire ties and nuts and bolts.
- **Custom Validation**—Any validation requests outside of the standard validation methods of the Partner Field Design Application. (i.e., If/then statements, custom verification, etc.)
- **Custom Graphic User Interface (GUI) Manipulation**—Specialized user interfaces and/or custom layouts and configurations.
- **Custom Actions**—Additional custom actions enacted from the menu bar or wheel menu.
- **Custom Scripting**—Any additional scripting outside of the standard scripts included in the Partner Field Design Application.
- **Workflow Consultation**—Workflow process and recommendations using the Partner Field Design Application are not included in the standard install. This consultation is priced and scheduled according to the customer’s needs.
- **Nonstandard GPS Integration**—GPS data collected from external sources can be imported into Field Design typically through a formatted CSV file.
- **Additional Reports**—Additional staking sheets/material picklists/detailed cost estimates.
 - **Custom Staking Sheets**—Requires a separate service order and the price varies depending on the scope of work. Layout design to correlate to existing staking sheets
 - **Custom Field Cost Estimates**—Additional detailed cost estimates, beyond the four basic fields provided, will be custom priced. This can include a variety of functions that have been added to the Basic Field Cost Estimate, including but not limited to material explosion (breaking units down to individual materials), custom labor values, terrain accounting, and subcontracting calculations. These reports will be custom priced.
- **Configure Material Picklist**—A custom report that explodes the units into individual materials (i.e., nuts and bolts) typically to either print a material pick ticket or to send to a custom warehousing system. This functionality will be provided in the FIS/WMS system.
- **Custom configuration for Staker Tools**—Non-standard or custom configuration for Staker Tools includes configuration of forms or workflow decisions beyond the standard installation. Customization of this application will require a service order and will be scoped for additional costs.



Partner Staking-to-GIS Interface

Configuration Scope Document

Version 4.30

Configuration Included with Partner Software Staff Installation

- **Configuration and Testing**—Staking-to-GIS interface is configured and tested.
- **Optional Integration Modes**—Data can be exported from the Partner system in one of two formats for import into a GIS. One format supports a batch/manual import; the other supports importing via web services. In the case of WindMil Map, this will be accomplished through batch/manual import.
- **Export to MultiSpeak®**—Staked jobs are exported “as is” to MultiSpeak® xml format.
- **Configure GIS Interface**—Integration with the user’s GIS is provided based on information obtained during the discovery process. The GIS interface is configured via MultiSpeak® version 3.0 to export data from the Partner Field Design that is then imported into the user’s GIS (WindMil).
- **Units List**—The Partner units lists (i.e., feature class and subTypes) that conform to the user’s GIS are configured based on a definition of units provided by the customer.

Configuration Excluded

This list is an overview and cannot account for every possible custom configuration request. In general, anything out of the scope of the configuration included in the purchase of the software will incur an additional fee.

- **Custom Field Transformation Scripting**—Includes any kind of scripting to re-configure a field in the Partner system for export in a fashion that is non-standard or non-MultiSpeak®
- **Custom Job Transformation**—Includes any kind of scripting to modify a staked job for export in a non-standard way (e.g., modifying underground spans to add conduits for conductors, renaming units, etc.).
- **Additional Field Mappings**—After the installation phase, adding additional information fields via Partner ConfigManager along with field mappings for Staking-to-GIS.
- **Configuration requests more than thirty (30) days after installation**— configuration changes more than thirty days after installation may incur an additional fee.



Partner Accounting Interface

Configuration Scope Document

Version 4.30

Configuration Included

- Installation and configuration of MultiSpeak® Accounting Module.
- Creation of a document containing the endpoint URLs and field mappings to be shared between the accounting system, Partner, and customer.
- Configuration of Partner Unit Accounting Codes for export to the accounting system.
- Configuration of Job level header fields (and related picklists) specific to the accounting system.
- Test import of MultiSpeak® xml Work Order Change Notification for creating or updating jobs in the Partner database. (not available for “export only” interfaces)
- Test export of MultiSpeak® xml Staked Work Order Notification for updating job header and assembly information back to the accounting system.

Configuration Excluded

This list is an overview and cannot account for every possible custom configuration request. In general, anything out of the scope of the configuration included in the purchase of the software may incur an additional fee.

- Unit configuration other than Accounting Codes, including categories, features, or other data fields used for statistical analysis or accounting functions other than inventory.
- Auto-population of design variables, or “ref1/ref2” codes, in the Field Design for the purpose of updating to the accounting system.
- Auto-populating unit categories for the purpose of exporting statistical data.
- Configuration of minor material with the purpose of updating these data to the accounting system. Current interface only exports Construction Assemblies—no materials.
- Configuration requests more than thirty (30) days after the initial installation of the accounting interface may require an additional fee.

Customer Responsibilities

Before the Accounting Interface can be built, the customer is responsible for supplying the following:

- List of Construction Units for configuring Accounting Codes; and
- Job Header information, such as picklist data (staker names/codes, loan project numbers and years, etc.) for configuration with the purpose of updating this information to the accounting system.



Partner Mobile/Partner Next Addendum

Configuration Scope

Document Version 4.30 / Partner Next 3.5

The purpose of this document is to list and define installation and configuration services that are included at no additional cost. After the installation is complete, the customer enters “maintenance mode” and ongoing licensing fees are paid to Partner Software. Maintenance mode begins when installation is complete and the product is in general use by the customer.

Partner Next is only available to licensed Partner customers who have purchased Partner Mobile (formerly known as “Partner on iOS”).

Configuration Included

The following list includes software, features, configuration and services covered at no charge at the time of installation. At this time, the following features are applicable; the list may change with future releases.

Product Components

- **Partner Next App**—Mobile application that runs on an Apple® iPad® and iPhone®
- **Partner Next Publishing Tools**—Additional software modules and configuration installed in the customer’s Partner Map Publisher to enable publishing maps to Partner Next can be configured with Translator, but some restrictions on features may apply.
- **User Documentation**—The latest version of standard end-user manuals and materials available for the Partner Next App at time of installation.
- **Partner Cloud Hosting**—Provides hosted map updates on a secure, external cloud server.
- **Customer Update Account**—Secure account for users to update their Partner Next App installation with map data and configuration. There is only one such account per customer, consisting of a customer ID and password.
- **Customer Publishing Account**—A secure account used by the customer’s Partner Map Publisher users to post map and configuration updates to Partner Cloud Hosting. There is only one such account per customer, consisting of a user ID and password.

Features

- **Static Map Viewing**—Disconnected viewing of published map data, including panning, zooming, and selection with useable levels of performance.
- **Map Graphics and Shapes**—Vector line, including thick line types, point and text shapes as configured in the standard Partner Map Viewer are configured and reflected in Partner Next when possible.

- **View Data Display**—Data fields associated with selected shapes, as configured for the standard Partner Map Viewer, are reflected in Partner Next when possible.
- **Find Items**—Configured find items are configured in the Partner Map Viewer with the exception of merged find items, which are not currently available.
- **Labels**—Non-scaling text and text labels are displayed in Partner Next.
- **Mapsets**—Installation of Partner Next includes the addition of any static mapset into the iOS Map Viewer a client already has configured in the Map Publisher. This includes only those mapsets that can be configured and viewed by Partner Next; size restrictions may apply.
- **Raster Images**—Raster imagery compatible with Partner Map Viewer is configured on Partner Next. Restrictions based on hardware size may apply. Clients must have an annual license agreement with Partner for Aerial Photography.
- **Editions**—Each cooperative will have two standard editions configured with the titles “Employee” and “Contractor”. Installation of each edition includes up to a maximum of eight static mapsets already configured in the Map Publisher.
- **Layer Visibility**—The “View” tab feature allowing users to select mapsets they want visible at any given time. Not available for Translator clients.
- **Standard Symbology**—Icons and styles configured for Partner Map Viewer are reflected in Partner Next, including scaling icons.
- **User Interfaces**—The installation of Partner Next includes the configuration of two user interfaces, one for iPad and another for iPhone.
- **Cloud Update**—Update of map data and configuration from a Partner Cloud server.
- **Software Update**—Update of the Partner Next App software via the Apple App Store May require upgrade of map publisher software.
- **Tracing**—Customers with properly configured electrical models may perform tracing actions when selecting a connected map item.
- **Mobile Outage**—The Partner Next App includes the Partner Mobile implementation of Mobile Outage. Customers must have separately purchased Mobile Outage and Partner Complete to make use of this product on Partner Next.
- **Mobile Outage Alerts**—New Outage alerts are displayed at synchronization time for crews with assigned outages with a “NEW” status.
- **Distribution Inspection**—The Partner Next App includes the Partner Mobile implementation of Distribution Inspection. Customers must have separately purchased Distribution Inspection and Partner Platform to make use of this product on Partner Next.
- **Partner Mobile Synchronization**—Manual and Automated synchronization of Live records is possible when internet connectivity is available.
- **Partner Mobile “Live” Tab**—The “Live” tab allows Partner Complete users to quickly view and select Live product records that conform to the lists query parameters.
- **Partner Passport Accounts**—Partner Passport accounts are required for use with the Live products. Users with Partner Passport accounts must enter their credentials in the Partner Next App to enable synchronization.
- **Right of Way: Vegetation Management**—The Partner Next App includes the Partner Mobile implementation of Right of Way: Vegetation Management. Customers must have separately purchased Right of Way and Partner Platform to make use of this product on Partner Next.
- **Damage Assessment**—The Partner Next App includes the Partner Mobile implementation of Damage Assessment. Customers must have separately purchased Damage Assessment and Partner Platform to make use of this product on Partner Next.
- **Live Publishing**—The Partner Next App includes the Partner Mobile implementation of Live Publishing. Customers must have separately purchased Partner Platform to make use of this product on Partner Next.

Configuration and Services

- Installation and configuration of Partner Mobile Map Publishing Tools.
- Initial conversion and posting of any existing, configured published vector mapsets. These must already be configured and working in the standard Partner Map Viewer.
- Installation and configuration of Partner Cloud Hosting, including update and posting accounts.
- Access to all updates to included software.

Configuration Excluded

The following list identifies features, services, and configuration that are specifically excluded at this time. This is not a complete listing. Any item not specifically included in the Configuration Included above should be assumed to be not applicable.

Items that are noted as “not included” may be available at extra cost, while items that are noted as “not available” are not available at all. Where “best effort” is listed, Partner will make a best effort to work within the constraints at a customer site. However, extensive troubleshooting may incur additional fees, and the ultimate responsibility lies with the customer.

Generally, “not available” features, services, or configuration are excluded because the features or product components are not yet implemented. The list may change as development continues and new versions are released. Unfortunately, if a feature is not implemented, we cannot provide it even at extra cost.

Features

- **Substring Search**—The Partner Mobile Find feature uses only incremental search; substring search is not available.
- **“Merge Duplicates” Find Configuration**—A Find Type using the “Merge Duplicates” Map Publisher configuration setting does not function in Partner Mobile.
- **Custom Dynamic Mapsets**—Only dynamic mapsets developed and sold by Partner Software are available on the Partner Mobile platform.
- **Distribution Inspection RideOut Subtype**—Distribution Inspection on Partner Mobile does not include creating or editing of the RideOut subtype at this time.
- **Distribution Inspection Planner Actions**—Partner Mobile does not include the administrative Planner actions found in the desktop version of Partner Distribution Inspection.
- **Right of Way: Vegetation Management Planner Actions**—Partner Mobile does not include the administrative Planner actions found in the desktop version of Partner Right of Way.
- **Damage Assessment Planner Actions**—Partner Mobile does not include the administrative Planner actions found in the desktop version of Partner Damage Assessment.
- **Live Publish Manager Actions**—Partner Mobile does not include the Manager actions found in the desktop version of Partner Live Publish.
- **Live Product Reporting**—Partner Mobile does not include creating reports of Distribution Inspection data.
- **Live Product Historical Data**—Partner Mobile does not include synchronizing or viewing of Historical data at this time.
- **Filter Table / Saved Queries**—Partner Mobile does not include the filter table or saved queries at this time.
- **Inspection Overview**—Partner Mobile does not include the Inspection Overview grid at this time.
- **Live Product Custom Scripting**—Partner Mobile does not include custom scripts that may have been developed for the client’s desktop version of Distribution Inspection, Damage Assessment, or Right of Way. Any existing custom scripts that cannot be recreated in standard configuration will not be available in Partner Mobile.
- **Published Area Shapes**—Such as filled polygons are not available for published maps.

- **Editions**—Editions beyond the standard “Employee” and “Contractor” included in the installation of Partner Next are outside the scope of this document and require an additional service order.

Services and Configuration

- **User Training**—Not included at the time of installation or during maintenance mode.
- **iOS-Specific Mapset Configuration**—Mapsets configured for iOS devices only and not for the standard Partner Map Viewer are not included.
- **New Mapset Configuration**—New mapsets, not already configured for Partner Map Viewer, or any other Map Publisher configuration outside the scope of the Partner Next conversion is not included.
- **Operating System Configuration** —Any issues arising from the customer’s operating system are the responsibility of the customer. Partner Software will make a best effort to assist to work within the constraints at a customer site.
- **Partner Software Network Configuration** —Any issues arising from the customer’s computer networks are the responsibility of the customer. Partner Software will make a best effort to assist to work within the constraints at a customer site.
- **Mobile Management Configuration** —Any issues arising from the customer’s mobile management application are the responsibility of the customer and its mobile management vendor. Partner Software will make a best effort to work within the constraints of the application.
- **Third-Party or Customer-Developed Partner Next Applications**—Although Partner Software is an open system that encourages development of third party and custom applications, we are not responsible for the configuration of those applications.
- **Mobile Outage Configuration**—The Partner Mobile version of Mobile Outage includes all Configuration exclusions of the Mobile Outage Product. See the Mobile Outage scope doc for details.
- **Distribution Inspection Configuration**—The Partner Mobile version of Distribution Inspection includes all Configuration exclusions of the Distribution Inspection Product. See the Distribution Inspection scope doc for details.
- **Damage Assessment Configuration**—The Partner Mobile version of Damage Assessment includes all Configuration exclusions of the Damage Assessment Product. See the Damage Assessment scope doc for details.
- **Right of Way Configuration**—The Partner Mobile version of Right of Way includes all Configuration exclusions of the Right of Way Product. See the Right of Way scope doc for details.
- **Shared Partner Passport accounts**—Partner Passport accounts are single sign on accounts designed to identify and authenticate an individual user. Account sharing is not available for Partner Passport accounts.

Additional Information

Wi-Fi Required Customer Requirements

Partner Next does not require Wi-Fi connection to use the Partner Next and many associated map features. However, wireless connection in the field is essential for Google or Apple Maps directions as well as Live Product synchronization.

The bearing indicator’s accuracy and reliability depends upon hardware that Partner Next is loaded onto. Depending on the internal GPS, the bearing indicator will continuously update within iOS platform Map Viewer with “Wi-Fi” enabled and “Cellular Data” enabled.



Partner Basic Field Cost Estimate

Configuration Scope Document

Version 4.30

Included with Partner Basic Field Cost Estimate Application

- **Assembly Description**—Partner Assembly name, description, and quantity
- **Construction Cost**—Construction cost for each assembly (as configured in Partner Web Configuration Manager)
- **Retirement Construction Cost**—Retirement cost for each assembly (as configured in Partner Web Configuration Manager)
- **Labor Cost**—Construction Labor cost per assembly (as configured in Partner Web Configuration Manager)
- **Retirement Labor Cost**—Retirement Labor cost per assembly (as configured in Partner Web Configuration Manager)
- **Standard Calculations**—For each assembly Partner performs the following calculations:

Total New Construction Cost = (New Labor Cost * New Unit Quantity) + (New Unit Cost * New Unit Quantity)

Total Retirement Cost = (Retire Labor Cost * Retire Unit Qty) + (Retire Unit Cost * Retire Unit Qty)

These two totals can be reported separately or added together for a Total Job Cost.

Excluded from the Partner Basic Field Cost Estimate Application

This Application provides a FIELD COST ESTIMATE and is not designed to represent actual construction costs for the purposes of billing. Its main function is to provide a "Field Estimate", which is an approximation. Partner, as an agile disconnected Field Staking and Inspection Solution, should not be relied upon to represent the most accurate, up-to-date cost information for the purposes of customer billing and accounting. This is not an accounting or customer billing system.

Basic Field Cost Estimate **DOES NOT** include:

- **Auto-population**—Auto-population or auto-update of assembly or labor cost from source data. This function MAY be possible depending on the source data but is scoped and configured separately.
- **Tax Calculations**— This is the most common request for customization and is readily available for a small additional fee. It provides a (1) single multiplier (usually a percentage) that gets added to the mathematics above [ex. (NewLabor * Qty) + (NewUnitCost * Qty) * (1.7% tax) = Total Construction Cost].

- **Hot/Cold Estimate**— Second most popular customization, which will be scoped and quoted separately. Users can select whether a job, location, or unit is "Hot" or "Cold" and each unit has a separate price (and labor price) for each.
- **Material Explosion**—Partner's Field Cost Estimate is based on the Assembly and Labor costs only. Assemblies are not broken down into specific materials in this report.
- **Unit Variables**—This list varies based on a set of codes (pole class, primary wire, secondary wire, and neutral) assigned to each unit.
- **Variation from Template**—Partner provides a standard template. The Application will not deviate from this template other than to add the appropriate Utility Name, Job Name, Staked By: and Staked Date data fields. Variations are custom.
- **Configuration requests more than thirty (30) days after installation**— configuration changes more than thirty days after installation may incur an additional fee.
- Anything else not explicitly listed in the above "Included" section of this document.



Partner Staker Proposed Jobs Mapset Addendum

Configuration Scope

Document Version 4.30

Configuration Included During Partner Staff Installation

The following list includes software, features, and services covered at no charge at the point of installation. At this time, the following features are included; the list may change with future releases.

- **Default Mapsets and Queries**—Five default mapsets are prepackaged with a query to publish staking jobs defined by that query. At publish time, each of these queries receives a set of jobs from the Partner database and those jobs are published for that mapset. After map posting, these mapsets are available to the Partner Map Viewer and Field Design System. The queries are configured in the Map Publisher to seek out and publish any combination of data in the jobs table.
- **Default Legend and Symbology**—By default, each of the included mapsets will be installed with the following:
 - **Map symbology**—blue line for backspans, red dashed line for job boundary; blue point for locations; and a library of unit symbols;
 - **Job boundary**—consisting of a rectangle boundary containing the job area; Job number label at center of job boundary;
 - **Find items, called “Proposed Jobs [x]—(the query name)”**, where the “x” is the number contained in the mapset name. The item allows search by the jobNumber;
 - **Basic job data fields**—including job name, number, staker and job status;
 - **Basic location data fields**—including constructionID, jobNumber, jobName, staker, status, and locationUnits;
 - **Basic backspan data fields**—including constructionID, jobNumber, jobName, staker, status, and Span Units.
- **Query Manager**—This includes the Query Manager tool operated from the Map Publisher. Although the tool is included as a feature at time of installation, *training in the use of the tool by installation staff to modify job queries is not included.*

Configuration Excluded

The following list identifies features, and services that are specifically excluded at this time. This is not a complete listing. Any item not specifically included in the Configuration Included above should be assumed to be not applicable.

Items that are noted as “not included” may be available at extra cost, while items that are noted as “not available” are not available at all. Where “best effort” is listed, Partner will make a best effort to work within the constraints at a customer site. However, extensive troubleshooting may incur additional fees, and the ultimate responsibility lies with the customer.

Generally, “not available” features, or services are excluded because the features or product components are not yet implemented. The list may change as development continues and new versions are released. Unfortunately, if a feature is not implemented, we cannot provide it even at extra cost.

- **Legend configuration and/or customization**—Configuration requests or any other change to the default legend are not included in installation. Any and all changes made to the default legend are customer-initiated. Map Publisher training is required to obtain this level of user-configurability.
- **Custom Symbology**—Additional icons and styles that are not in the default legend.
- **Staker symbol matching**—Exact matching of StakerProposedJobs unit and backspan symbology with symbolism in Field Design, upon out of box installation.
- **Additional Mapsets**—Additional map layers not named StakerProposedJobs.
- **Additional Queries**—Any query written in the Query Manager to function outside of the default built in queries, or any user-created custom query in the Partner Web.
- **User Training**—End-user training for the Map Publisher, Field Design or Partner Hub Config Manager. Training for any of these products are made available, priced and scheduled as needed.
- **Field Design configuration**—Changes to the Field Design system.
- **Substantial configuration requests more than thirty (30) days after installation**—Substantial configuration changes more than thirty(30) days after installation may incur an additional fee.



Partner Aerial Photography Addendum

Configuration Scope Document

Document Version 4.30

Any features or services not listed as included in this scope of work are not part of the standard Partner Aerial Photography product and are not covered by the installation, configuration, and licensing fees for the Partner Aerial Photography product. Such additional items will generally incur an additional cost and may require a separate service order.

While customers may pay licensing fees to utilize aerial photos configured by non-Partner personnel, including customers and third parties, support for the use of such third-party photographs is not covered by annual license fees and will generally incur an additional cost and may require a separate service order.

Configuration Included

The following list includes software, features, and configuration covered at no charge once a customer has entered into maintenance mode. At this time, the following features are supported; the list may change with future releases.

- **Image mapsets**—Will function correctly and support is included if issues arise.
- **Reliable Map Viewer performance**—Any difference in performance speed of the Partner Map Viewer when images are turned on as compared to when images are turned off is expected to be minimal provided the Partner Platform is properly installed.
- **Image distribution in Partner systems**—Partner staff will consult with the customer about ways to distribute images to end user installs and the advantages and disadvantages of different image distribution options.

Configuration Excluded

The following list identifies features, services, and configuration that are specifically excluded at this time. This is not a complete listing. Any item not specifically included in the Configuration Included above should be assumed to be not supported.

Items that are noted as “not included” may be available at extra cost, while items that are noted as “not available” are not available at all. Where “best effort” is listed, Partner will make a best effort to work within the constraints at a customer site. However, extensive troubleshooting may incur additional fees, and the ultimate responsibility lies with the customer.

Generally, “not available” features, services, or configuration are excluded because the features or product components are not yet implemented. The list may change as development continues and new versions are released. Unfortunately, if a feature is not implemented, we cannot provide it even at extra cost.

- **Extensive photo search**—Partner is not obligated to provide any search for publicly available aerial photography beyond what is available from the U.S. Department of Agriculture and may decline such requests for any reason.
- **Projection changes after photo processing**—Any image mapset recut as a result of map projection changes of the GIS, the Map Publisher, or Partner Hub are explicitly excluded.
- **Mosaicking in re-cuts**—Any such mosaicking described in the Image set mosaicking inclusion above for any re-cut of image mapsets is expressly excluded.
- **Custom Update Sources for Partner Mobile**—When using aerial photography in conjunction with Partner Mobile, the Partner Mobile Hosted Architecture is used to deploy imagery to devices. Therefore, custom update servers, such as those locally running on the client network, are not supported.
- **Partner Mobile Aerial Size Restrictions**—Due to the limitations of mobile hardware and the nature of broadband connections, Partner recommends limiting the partner Mobile deployment of Aerial Photography to 10GB.
- **Image set mosaicking**—If the customer has image sets for one area that are more detailed or more recent than for another area, Partner has the ability to layer them to emphasize the more detailed or recent imagery. This work will be scoped for additional costs as necessary by Partner Staff.



Partner v5 Hosted Server Addendum

Configuration Scope Document

Document Version 4.30

This document lists and defines configuration and installation services that are included at no additional cost. After the installation is complete, a customer enters “maintenance mode” and ongoing licensing fees are paid to Partner Software. Maintenance mode begins once installation is complete and in general use by the customer.

Any features or services not listed as included in this scope of work are not part of the standard Partner v5 Hosted Server product and are not covered by the installation, configuration, and licensing fees for the Partner v5 Hosted Server. Such additional items will generally incur an additional cost and may require a separate service order.

Configuration Included

The following list includes software, features and services considered to be a part of installation and configuration at no charge at the time of implementation.

Partner Passport – Setup, maintenance, and configuration for Partner Passport accounts and profile configuration necessary to facilitate the use of Partner Passport supported products.

**There may be additional licensing fees if the installation of Partner v5 Hosted Server was not a Partner Software staff installation. 3rd party hosted server configurations are neither maintained nor supported by Partner Software.*

Configuration Excluded

The following list includes software, features and services not covered during configuration or once a customer has entered into maintenance mode. This list is an overview and cannot account for every possible installation or configuration issue. In general, anything out of the scope of the configuration inclusions listed in this document may incur a service order and/or additional fees.

Data Preparation—Provision of source data and data relationships are the responsibility of the customer. If Partner staff must discover data relationships during configuration or once a customer enters maintenance mode, this may incur additional fees.

Configuration for Modified Data Sources—Any configuration changes needed for the Map Publisher as a result of changed data architecture are the responsibility of the customer.

Custom Server Configuration —Partner Complete products use the Partner Hosted Architecture for data storage and retrieval. Configuration of additional client specified servers or databases is out of scope.

Shared Partner Passport accounts – Partner Passport accounts are single sign on accounts designed to identify and authenticate an individual user

Hardware Configuration—Partner Software does not configure any hardware or address hardware specific issues. Any software issues arising from hardware that does not meet the minimum requirements to run Partner applications will not be applicable.

Network and IT Configuration—Configuration and maintenance of Network and IT infrastructure is the responsibility of the customer. Any issues arising from the performance or failure of this infrastructure—i.e., 1) failure to properly install, maintain or update Java on all Partner end-user machines, 2) failure to allow for all Partner Software programs to update and function behind firewall or virus checking software, or 3) failure to allow Partner Software programs to function within the framework of third-party IT administration—are the responsibility of the customer.

Operating System Configuration—Any issues arising from the customer’s operating system, such as restrictive security settings that prevent the Partner Map Viewer from updating, for example, are the responsibility of the customer and the OS vendor. Partner Software will make a best effort to work within the security constraints at a customer site. However, extensive troubleshooting may incur additional fees, and ultimate responsibility lies with the customer.

Third-Party Installations—Any issues arising from installation performed by a third party will be addressed by that third party.

Third-Party or Customer-Developed Applications—Although Partner Software is a system that provides the technical capability for the development of custom built applications, either internally by the client or externally by a third party, Partner is not responsible for the installation or configuration of those applications. Contact Partner for pricing if your company needs development or configuration for a custom application.



Partner Material Explosion and Report

Configuration Scope

Document Version 4.30

Configuration Included with Partner Software Staff Installation

This document lists and defines installation and configuration services that are included at no additional cost for the Partner Basic Material Explosion and Report for Use with Field Design Application (“Basic Material Explosion Module”). Any features or services not listed as included in this scope of work are not part of the Basic Material Explosion Module product and are not covered by the installation, configuration, and annual licensing fees for the Basic Material Explosion Module. At this time, the following features are covered; the list may change with future releases.

Material Picklist—This is a report that explodes the assemblies into individual materials (i.e., nuts and bolts); typically in order to either print a material pick ticket or to send to a custom warehousing system.

Materials are associated with Partner assemblies in the Partner Web Configuration Manager.

Also included are:

- **Material Name**—Partner material name, description, and quantity.
- **Quantity Sent**—Quantity of materials installed(Sent).
- **Quantity Retired**—Quantity of materials retired(To Retire).
- **Picked** (Hand entered field).
- **Returned** (Hand entered field).

Configuration Excluded

The following list identifies features and configuration services that are specifically excluded at this time. This is not a complete listing. Any item not specifically included in the Configuration Included above should be assumed to be not applicable.

Items that are noted as “not included” may be available at extra cost, while items that are noted as “not available” are not available at all. Where “best effort” is listed, Partner will make a best effort to work within the constraints at a customer site. However, extensive troubleshooting may incur additional fees, and the ultimate responsibility lies with the customer.

Generally, “not available” features, services, or configuration are excluded because the features or product components are not yet implemented. The list may change as development continues and new versions are released. Unfortunately, if a feature is not implemented, we cannot provide it even at extra cost.

- **Auto update of material data** from external sources.
- **Cost data**—from the accounting system.

- **Unit variables**—Varying materials component list based on a set of codes (pole class, primary wire, secondary wire, and neutral) assigned to each unit. This also can be scoped as custom and is the most complex variation we have to date.
- Anything else not explicitly listed in the above "Included" section of this document.



Roles and Responsibilities

The roles and responsibilities for each party are summarized below.

Partner Software's Responsibilities:

1. Partner Software will maintain project communications with the City of Georgetown's Project Manager.
2. Partner Software will manage the efforts of the Partner staff and coordinate Partner's activities with the City of Georgetown's Project Manager.
3. Partner Software will conduct regular (e.g. weekly or as required) telephone status report conversations with the City of Georgetown's Project Manager.
4. Partner Software will participate in weekly reviews with the City of Georgetown's project team. Participation can be waived by mutual agreement.
5. Partner Software will provide timely responses to critical issues raised by the City of Georgetown's Project Manager.
6. Partner Software will prepare and submit a status report that includes: the accomplishments of the previous month, activities planned for the current month and an update to the Project Schedule in MS Project format, as well as an update to the action item list.
7. Partner Software will prepare and submit project change proposals to the City of Georgetown's Project Manager as necessary.
8. Partner Software will resolve deviations from the Project Schedule.
9. Partner Software will monitor the project to ensure that support resources are available as scheduled.
10. Partner Software will coordinate and oversee the installation of all Partner Software's licensed software.
11. Partner Software will install all Partner Software's licensed software in one (1) production and one (1) test environment on client-supplied hardware and will support both throughout the implementation. Once client is live, the production environment will be supported by Partner Software.
12. Partner Software will coordinate and oversee the development efforts of all modifications and interfaces.

City of Georgetown's Responsibilities:

1. City of Georgetown will provide, install, and configure the hardware, operating system, and database platform required for the mapping and staking solution.
2. City of Georgetown will provide information required to configure and import data into the mapping and staking solutions.
3. City of Georgetown will establish a Project Team that is representative of the operational areas that will be affected by this project.
4. City of Georgetown will designate a Project Manager who will coordinate the efforts of client's Project Team and/or staff and coordinate activities with Partner Software's Project Manager.
5. City of Georgetown's Project Manager will maintain project communications with Partner Software's Project Manager.
6. City of Georgetown's Project Manager will ensure that client's personnel have the time, resources, and expertise to carry out their respective tasks and responsibilities.
7. City of Georgetown's Project Manager or designee will participate in the scheduled (e.g. weekly or as required) status meetings with Partner Software's Project Manager.
8. City of Georgetown will review current business practices, consider and/or adopt new business practices as needed.
9. City of Georgetown will provide timely responses to critical issues raised by Partner Software's Project Manager.
10. City of Georgetown will provide access to all network drives required for the shared project resources and project servers for each Partner Software team member.
11. City of Georgetown will ensure mutually agreed upon Change Orders are approved and process in accordance with the Change Order Procedure.
12. City of Georgetown Staff will attend scheduled training sessions.
13. City of Georgetown will perform testing as required including data conversion testing, functional testing, interface integration testing, and user acceptance testing and will provide the documented test results to Partner Software.
14. City of Georgetown will perform manual cut over tasks identified in the cutover plan.
15. Backing up files and records are the responsibility of the customer.

Project Management

General

Project management occurs throughout the project. Partner Software and client will provide the required project management to complete the installation and implementation of the Mapping Solution. The Partner Professional Services Project Manager (PM) will meet with the City of Georgetown's Project Manager to describe the methodology that Partner Software will employ in the delivery of services.

The Project Schedule and SOW are the primary documents defining work scope, resources, and schedule. Each Project Schedule task shall include:

- Task name/description
- Relevant task predecessors
- Task duration
- Resources assigned accomplish the task.

The Project Schedule shall be reviewed and confirmed with the City of Georgetown's Project Manager.

The City of Georgetown's Manager of Strategy & Innovation or Manager of Utility Services & Engineering will approve all deliverables and associated invoices for this SOW as well as provide oversight and guidance to ensure that completion of this SOW meets client's objectives within the designated timeframe and budget.

Project Start-up will involve all members of Partner Software's and the City of Georgetown's Project Teams. Partner Software and client will partner together for successful project execution. The City of Georgetown will establish a Project Team as set forth under "City of Georgetown's Responsibilities" to help Partner Software better understand business requirements and to learn and assist Partner Software in the implementation of the Mapping Platform.

Project Planning

Project Planning will consist of developing project control policies and procedures in accordance with industry standard practices for project administration, execution, and tracking. Partner Software will lead the effort to complete the Project Planning with client input and approval. Project Planning will include the following:

Project Schedule

Partner Software will present a draft Project Schedule at the Project Kick-off. Following collaborative review by client and Partner Software Project Managers, the Project Schedule will be updated by the

Partner Software Project Manager for approval by client's Project Manager. This initial Project Schedule will be used as a baseline for control of the project. Partner Software will be responsible for updates to the Project Schedule based on changes approved by City of Georgetown. The Project Schedule will be one project control mechanism used to manage, track, and evaluate Partner Software's performance. Partner Software will work with City of Georgetown's Project Manager to identify all tasks, deliverables, and appropriate milestones where client information/activity is required and where timeline dependencies for subsequent Partner Software activities exist within the Project Schedule.

Communication Plan

Partner Software will lead the effort with assistance from the City of Georgetown to identify the Partner Software and client human resource needs and how they will be used to accomplish tasks and document the methods by which communication will take place during implementation. There will be weekly project review calls. The content and format of project review calls will be outlined. The timing of these meetings will be scheduled with the City of Georgetown and Partner Software's PM's during the project kick off meeting.

Change Management Plan

Partner Software will lead the effort with assistance from the City of Georgetown to document the approach to effectively prepare City of Georgetown for the changes to the organization resulting from the Mapping Solution implementation. The Change Management Plan will document the internal and external communication approaches to be used by the City of Georgetown to keep employees and customers informed of change throughout the project.

Test Plan

Partner Software will coordinate a joint effort with the City of Georgetown to document the overall testing approach for the three testing phases: Functional, Integration, and User Acceptance testing. For each of these phases, a Partner Professional Services Technician will coordinate directly with the proper resources at the City of Georgetown to work through scenarios to ensure proper functionality as needed between the required systems.

Training Plan

Partner Software will coordinate a joint effort with the City of Georgetown to document how users will be trained on the software taking into consideration the mapping solution configuration, modifications, interfaces, and client business processes. The Training Plan will include training matrices that outline what users (technical, core team, and end users) will learn in each class and will describe course material.

Status Reports

Status reporting provides a mechanism for monitoring and controlling the project progress. Partner Software will communicate regularly with the City of Georgetown through weekly project management meetings. Additional project communications will be performed via E-mail and telephone on an as needed basis.

Partner Software will provide a weekly status report documenting work in progress compared to schedule, issues, actions, risks, and budget. Partner Software will also provide a monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised.

Project Phases

1. Project Initiation

The Partner Software Project Manager will work with the City of Georgetown's Project Manager and Team to organize project information for the preparation of the Project Schedule. The Partner Software PM will be remote, working to organize and present all the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule
- Project planning documents including but not limited to the Communication Plan, Change Management Plan, Test Plan, and Training Plan as described under Project Planning
- Software installation and desktop installation rollout
- Training Courses Syllabi for Core Team, Technical Team, and End User Trainings (part of the Training Plan)

The Partner Software PM will oversee the daily activities of the project and work in conjunction with the City of Georgetown's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
<ul style="list-style-type: none">• Contracts signed	Partner Software and City of Georgetown
<ul style="list-style-type: none">• Transition discussion from Sales to Professional Services	Partner Software and City of Georgetown

<ul style="list-style-type: none"> • Hardware/System Software in place 	City of Georgetown
<ul style="list-style-type: none"> • Project Team identified 	Partner Software and City of Georgetown

Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
<ul style="list-style-type: none"> • Partner Software Solution Installation complete and signed off 	Partner Software and City of Georgetown
<ul style="list-style-type: none"> • Phase 1 Deliverables completed 	Partner Software
<ul style="list-style-type: none"> • Project Schedule signed off 	City of Georgetown

Deliverables

- Project Kickoff Meeting
- Initial Project Schedule
- Project planning documents including but not limited to the, Communication Plan, Change Management Plan, Test Plan, Training Plan, Risk Management Plan and Change Control Process
- Software Installation, Installation Training for Desktop rollout
- Training Courses Syllabi
- Project Team Contact List

2. Discovery

While Partner Software will conduct a series of training and workflow events, these events will rely on the preliminary sharing of data followed by the subsequent examinations and further discussions of what the data reveals, along with how it can be best utilized. Partner Software technicians will review the data and discuss the operational workflow requirements of the City of Georgetown. This analysis will allow the technicians the fundamental understanding needed to properly configure and train clients staff members on the best use practices and successful implementation of Partner Software’s solutions.

Partner will provide the agenda for each workshop or training event at least 14 days prior to each event.

Prior to the start of the workshops and training events, City of Georgetown will gather the following information in preparation for the sessions, provided documentation is available:

- Export of GIS mapping data from the system of record, including any external database information
- Landbase mapping data (as available)
- Export of CIS data

- Aerial imagery data (as available)
- Shapefile data as it relates to the service territory.
- Assembly unit information as housed in the accounting system for comparison
- Flowchart illustrating the workflow processes utilizing in design work, if available
- Examples of previous reports, staking sheets, and other work product that is to be migrated or adapted to work within Partner Software’s solutions.

Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
• Export of GIS data	City of Georgetown
• Export of Landbase Mapping Data	City of Georgetown
• Export of GIS data	City of Georgetown
• Shapefile data export	City of Georgetown
• Aerial imagery data	City of Georgetown
• Assembly unit export (CSV, XML, or other format)	City of Georgetown
• Flowchart of workflow	City of Georgetown
• Reporting examples	City of Georgetown

Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
• Verification of exports in required formats	Partner Software
• Staking sheet template selections are confirmed	City of Georgetown

Deliverables

- Schedule set for 2-day Map Publisher Workshop (includes Partner Next Training)
- Schedule Set for 2-day Field Design Workflow Workshop
- Schedule Set for 3-day Field Design End User Training
- Schedule Set for 2-day Field Design Follow Up Training
- Partner Hub, consisting of the Master Install and the Central Hub installed on the designated City of Georgetown’s server.

3. Build and Development

Following the receipt of the required data and setting the implementation schedule, the Partner Professional Services Technicians will build out the various components as needed. This will be a multifaceted approach, with two technicians working on the varying parts of the Partner system simultaneously. While the initial setup of the Map Publisher and Partner Mobile is being addressed by one technician, the second technician will be configuring the system modules as needed for Partner’s Field Design staking solution. These system modules include those necessary for proper communication between Partner and those being used by the City of Georgetown as accounting and GIS solutions. To assist the Partner Professional Services Technician in properly configuring the assemblies, the City of Georgetown will provide a named resource to populate the unit definition header fields as needed for the system to function.

Entry Criteria

Criteria	<u>Responsible Party</u>
<ul style="list-style-type: none"> Input data as needed for the Partner Map Publisher, Aerials, and Field Design systems. 	City of Georgetown
<ul style="list-style-type: none"> Selection of Field Design staking sheet templates. 	City of Georgetown
<ul style="list-style-type: none"> Calculation formulas as needed to construct cost estimate reports. 	City of Georgetown
<ul style="list-style-type: none"> Provide assembly breakdown information for Material Explosion 	City of Georgetown

Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
<ul style="list-style-type: none"> Initial configuration of the Map Publisher has been completed. 	Partner Software
<ul style="list-style-type: none"> Staker Proposed Jobs installed on Map Publisher. 	Partner Software
<ul style="list-style-type: none"> Staking Sheet selection and configuration has been completed and signed off. 	Partner Software and City of Georgetown
<ul style="list-style-type: none"> Cost estimate reports have been completed and signed off. 	Partner Software
<ul style="list-style-type: none"> Unit configuration for Field Design has been completed and signed off. 	Partner Software and City of Georgetown
<ul style="list-style-type: none"> Set up of hosting servers for Partner Mobile has been completed. 	Partner Software

Deliverables

- Map Publisher configured.

- Staker Proposed Jobs installed and configured.
- Preliminary staking sheets installed and configured.
- Preliminary cost estimate reports have been created.
- Aerial imagery has been processed for usage with the Map Viewer and Partner Mobile.
- Field Design configured.
- Partner Mobile hosting servers set up.

4. Testing

Partner’s Professional Services technicians will be working directly with City of Georgetown staff to test the system during varying stages of building out the system. Testing will require the assistance of named City of Georgetown resources. If additional 3rd party vendor assistance is required, Partner Software will aid in coordination efforts in terms of scheduling interfaces testing as needed.

Testing will occur in stages, with the Map Publisher, Staking to GIS, and accounting system testing being conducted in ordered succession. Map Publisher testing will occur prior to the Map Publisher Workshop and be largely handled solely by the Professional Services Technician installing that component of the solution. Staking to GIS testing is addressed by the additional Professional Services Technician with the assistance of a designated City of Georgetown resource. Partner will coordinate with Accounting regarding testing of City of Georgetown’s accounting system.

Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
● Build out of the Map Publisher using previously accepted source data.	Partner Software
● Setup of v5 Hosted server	Partner Software
● Completion of assembly unit configuration.	Partner Software
● Confirmation of end point IP address for the accounting system.	City of Georgetown
● Confirmation of end point IP address for the GIS system	City of Georgetown

Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
● Map Publisher properly posting maps to the Central Hub and iOS server for Partner Mobile.	Partner Software
● v5 Server properly syncing Live Publish and Map Notes data	Partner Software
● Communication between Partner Software and GIS system verified.	Partner Software and City of Georgetown

<ul style="list-style-type: none"> • Communication between Partner Software and accounting system verified. 	Partner Software and City of Georgetown
<ul style="list-style-type: none"> • Cost estimates producing accurate results, as confirmed by Client, based upon calculation parameters provided by Client. 	Partner Software and City of Georgetown
<ul style="list-style-type: none"> • Staking sheets properly configured and signed off. 	Partner Software and City of Georgetown
<ul style="list-style-type: none"> • Material Explosion report configured and signed off. 	Partner Software and City of Georgetown

Deliverables

- All reports within the Partner Software solution will be finalized and provided for final approval.

5. Training

The City of Georgetown’s staff will be trained in varying areas of utilizing Partner Software based upon their respective positions and duties. Trainings are conducted through a series of workshops and training events that will coincide with the completion of configuration milestones. It is because of the nature of how Partner Software is configured, workflow and training events are interspersed throughout the project timeline. This methodology will be observed to ensure Partner’s software solutions will be properly set up in line with the workflow needs of your utility.

Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
<ul style="list-style-type: none"> • The Map Publisher Workshop is contingent upon the proper build out of the Map Publisher with source data to be supplied by the City of Georgetown (completion of Phase 4, Testing). The Partner Software Professional Services Technician will complete this build prior to conducting the training workshop. 	Partner Software and City of Georgetown
<ul style="list-style-type: none"> • The Field Design Workflow can be conducted once the Professional Services Technician has received information regarding workflow processes, assembly unit information, and input required regarding staking sheets and cost estimate reports (completion of entry criteria for Phase 3, Build and Development). 	City of Georgetown

<ul style="list-style-type: none"> • Prior to proceeding with the Field Design End User Training, the Professional Services Technician will ensure the standard components and modules required for usage of Field Design have been configured. This configuration at a minimum includes the Staking to GIS module, staking sheets, and cost estimate reports (completion of Phase 4, Testing). 	Partner Software
<ul style="list-style-type: none"> • Follow Up Training for Field Design will be scheduled approximately 30 days after the completion of the Field Design End User Training. 	Partner Software and City of Georgetown

Exit Criteria

Criteria	Responsible Party
<ul style="list-style-type: none"> • For each training session and workshop, exit criteria consists of the completion of the scheduled training event itself. Partner Software Professional Technicians will ensure there is no outlying work to be completed at the conclusion of each training session. 	Partner Software

Deliverables

- Upon the conclusion of all trainings, City of Georgetown staff will have the knowledge needed to successfully implement and utilize the solution being trained upon during that session.
- Map Publisher Workshop
- Field Design Workflow Workshop
- Initial Field Design End-User Training
- Follow-up Field Design End-User Training

6. Acceptance

Due to the nature of configuration being done by Partner staff, acceptance milestones are built into the installation timeline for varying components as the work is being completed.

Entry Criteria

Criteria	Responsible Party
<ul style="list-style-type: none"> • Ongoing configuration is reviewed jointly, and anomalies are placed under investigation as needed by both parties. 	Partner Software and City of Georgetown
<ul style="list-style-type: none"> • Map Publisher Workshop completed and signed off. 	City of Georgetown

• Field Design Workflow completed and signed off.	City of Georgetown
• Staking Sheets Testing completed and signed off.	City of Georgetown
• Material Explosion Report completed and signed off.	City of Georgetown
• Cost Estimates Reports Testing completed and signed off.	City of Georgetown
• Staking to GIS Integration Testing completed and signed off.	City of Georgetown

• Accounting Integration Testing completed and signed off.	City of Georgetown
• Field Design End User Training completed and signed off.	City of Georgetown
• Field Design Follow Up Training completed and signed off.	City of Georgetown

Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
• Successful testing of all end to end processes.	City of Georgetown
• Successful testing of Map Publisher.	City of Georgetown
• Successful testing of Partner Mobile.	City of Georgetown
• Successful testing of Aerial Mapset.	City of Georgetown
• Successful testing of Field Design.	City of Georgetown
• Successful resolution of all critical path configuration type tickets.	Partner Software

Deliverables

- All solutions delivered from Partner Software verified as fully operational by the City of Georgetown staff.

7. Go/No Go Criteria

The City of Georgetown will assist Partner Software in the construction of Go/No-Go criteria. These criteria shall be used to determine when it is appropriate to proceed with system go-live.

Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
• Partner’s Solutions have been fully configured in a readiness state for all critical path items.	Partner Software and City of Georgetown

<ul style="list-style-type: none"> End Users trained. 	Partner Software
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Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
<ul style="list-style-type: none"> Go Live Plan for Partner’s Solutions finalized. 	Partner Software and City of Georgetown
<ul style="list-style-type: none"> Authorization to Go Live. 	City of Georgetown

Deliverables

- Go/No Go Criteria
- Cut-Over Plan
- Formal Authorization from Client to transition to Live

8. Transition to Live

The cutover to live will be coordinated by the Partner Software PM and the City of Georgetown staff. Even though the City of Georgetown engineering staff will be converting from paper staking to an electronic solution, it is anticipated the transition to live (specifically with Field Design Staking) could potentially involve several departments dependent upon the City of Georgetown’s workflow. As such, a coordinated go live implementation plan will be developed by the Partner Software PM and subsequently approved by the City of Georgetown.

Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
<ul style="list-style-type: none"> Execution of Cut-Over Plan. 	Partner Software and City of Georgetown
<ul style="list-style-type: none"> End Users trained. 	Partner Software
<ul style="list-style-type: none"> 3rd Party Vendors communicated and on board. 	City of Georgetown

Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
<ul style="list-style-type: none"> Go Live Signed Off. 	City of Georgetown
<ul style="list-style-type: none"> Post Live Items identified. 	Partner Software

Deliverables

- Final Cut-Over Plan Report

9. Post Go Live

Partner Software will assist the City of Georgetown throughout the post go-live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Partner Software’s PM will conduct a project conclusion call to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to the City of Georgetown:

- Contact information as needed for continuing support by Partner Software’s Customer Service and Support Department.
- Introduction and transition to Support.

Throughout the first thirty days of the Post Go Live period, the Partner Software PM will continue to act as primary resource for all issues. Upon completion of the Thirty Day Post live support period, City of Georgetown will transition to the Partner Software’s Customer Service and Support Department as per the Support and Maintenance agreement.

Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
• Go Live Signed Off.	City of Georgetown
• Post Live Punch List Items identified.	Partner Software

Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
• Post Live Punch List Items resolved.	Partner Software and City of Georgetown
• Project Completion Punch List documented.	Partner Software
• Transition to Support Group.	Partner Software

Project Resources

Resource	Duties	Responsible Party
Project Manager	Will be responsible for managing the project and providing status updates throughout the length of the implementation.	Partner Software
Professional Services Technician 1	Installation and configuration of the core Partner Software System (Master Install and the Central Hub), Map Publisher configuration and training, Aerial Imagery configuration, and Partner Mobile configuration and training.	Partner Software

Professional Services Technician 2	Field Design configuration and implementation, which includes conducting the Field Design Workflow, Field Design End User Training, and Field Design Follow Up Training. This technician will also configure the staking sheets and Basic Field Cost Estimates.	Partner Software
Project Manager	Will assist in managing the project by coordinating efforts by the Client's team.	City of Georgetown
IT Resource	Responsible for helping technicians with gaining access to servers, any issues that arise in installation, and various IT-related issues.	City of Georgetown
GIS Resource	Will coordinate efforts with both Professional Services Technicians as needed, supplying GIS source data and assisting in configuration of the Map Publisher and staking units utilized in the Field Design	City of Georgetown

Accounting/CSR Resource	Responsible for supplying input during the Field Design Workflow event and will be utilized as a resource during system configuration for Field Design.	City of Georgetown
Engineering Supervisor	Responsible for supplying input during the Field Design Workflow event and will be utilized as a resource during system configuration for Field Design.	City of Georgetown
Warehouse Supervisor	Responsible for supplying input during the Field Design Workflow event and will be utilized as a resource during system configuration for Field Design.	City of Georgetown

Location of Work

All work to be performed by Partner Software's technicians during implementation and training shall be conducted remotely, as per safety protocols currently being followed by all Harris subsidiaries and the City of Georgetown. Such an implementation strategy will necessitate the usage of virtual meeting options, including but not limited to WebEx, Zoom, and other solutions to be determined later. City of Georgetown staff shall be notified of any required assistance needed to ensure timely delivery of goods and services utilizing this outlined methodology.



Partner Mapping Platform with Field Engineering, Partner Mobile,
 Basic Field Cost Estimate Reports, Staker Proposed Jobs Mapset,
 Materials Explosion, v5 Hosted Server,
 and Aerial Imagery

Purchase Order Agreement PO-118047

5-Year Subscription

Utility Name: City of Georgetown
Address: 300 Industrial Avenue
 Georgetown, Texas 78626-8445

Issue Date: 9/7/2021
Expiration Date: 11/7/2021

Annual Software Fees		
Platform:	Map Viewer - Includes Partner Hub, Partner Map Publisher, Windows Mapping Application	\$6,000.00
Application:	Field Design - Includes Partner Staking to GIS Interface and Accounting Interface	\$7,500.00
Application:	Partner Mobile (iOS)	\$2,500.00

Application:	Basic Field Cost Estimate Reports - Basic Report includes: 1. Partner Assembly name, description, and quantity. 2. Construction cost for each assembly (as configured in Partner Web Configuration Manager). 3. Retirement cost for each assembly (as configured in Partner Web Configuration Manager). 4. Construction Labor cost per assembly (same rules apply). 5. Retirement Labor cost per assembly (same rules apply).	\$2,500.00
Application:	Materials Explosion - Basic Report includes: 1. Partner material name, description, and quantity. 2. Quantity of materials installed (Sent). 3. Quantity of materials retired (To Retire). 4. Picked (Hand entered field). 5. Returned (Hand entered field).	\$2,500.00
Product:	Aerial Imagery	\$2,500.00
Application:	Staker Proposed Jobs Mapset	\$2,500.00
Application:	v5 Hosted Server - required to sync Map Notes, Live Publish, Mobile Outage, and Distribution Inspection	\$2,250.00
Subscription Total Per Year for 5 Years:		\$28,250.00

Configuration and Training - One Time Cost		
Services:	Mapping Platform Configuration	\$10,125.00
Services:	Field Design Configuration	\$21,375.00
Services:	Partner Mobile Configuration	\$2,250.00
Services:	Cost Estimate Report Configuration	\$1,000.00
Services:	Materials Explosion	\$1,500.00
Services:	Staker Proposed Jobs Mapset Configuration	\$1,000.00
Services:	Additional Customization as Needed	\$15,000.00
Services Total:		\$52,250.00

Training:	Mapping Platform - 2 days Map Publisher Workshop	\$4,000.00
Training:	Field Design - 2 Day Workflow	\$4,000.00
Training:	Field Design - 3 Day Staker and Administrator Training	\$6,000.00
Training:	Field Design - 2 Day Follow Up Training	\$4,000.00
Training Total:		\$18,000.00
Configuration and Training Total:		\$70,250.00
Year 1 Quote Total for City of Georgetown:		\$98,500.00

Project Payment Milestones

Milestone	Cost	
Milestone 1	Due upon Signing of Purchase Order	\$28,250.00
Milestone 2	Week 4	\$12,418.00
Milestone 3	Week 8	\$12,416.00
Milestone 4	Week 12	\$12,416.00
Milestone 5	Additional Configuration - to be billed as needed	\$15,000.00
Training 1	Map Publisher - 2 Day Workshop - Invoiced at Conclusion of Training - <i>Required</i>	\$4,000.00
Training 2	Field Design - 2 Day Workflow - Invoiced at Conclusion of Training - <i>Required</i>	\$4,000.00
Training 3	Field Design - 3 Day Staker and Administrator Training - Invoiced at Conclusion of Training - <i>Required</i>	\$6,000.00
Training 4	Field Design - 2 Day Follow Up Training - Invoiced at Conclusion of Training - <i>Required</i>	\$4,000.00

- Training events billed upon completion or one year from the date of software installation, whichever first occurs.
- Trainings quoted reflect a class size up to 10 attendees. Over 10 attendees requires an additional trainer at \$2,000.

CITY OF GEORGETOWN


_____/Seal
Signature

Printed Name

Title

Date

PARTNER SOFTWARE, INC.

_____/Seal
Signature

Matthew Williams

Printed Name

Vice President

Title

9/14/2021

Date



City of Georgetown - Additional Product Quote

Annual Software Fees		
Product:	Distribution Inspection	\$5,000.00
Application:	Mobile Outage with Interface to Milsoft's DisSPatch	\$3,000.00
Subscription Total Per Year for 5 Years:		\$8,000.00

Training and Configuration - One Time Cost		
Services:	Distribution Inspection Configuration	\$5,000.00
Training:	Distribution Inspection - 2 Day Workflow	\$4,000.00
Training:	Distribution Inspection - 1 Day End User Training	\$2,000.00
Services:	Mobile Outage Configuration	\$6,000.00
Training:	Mobile Outage Training	\$250.00
Configuration and Training Total:		\$17,250.00

Quote Issue Date: September 8, 2021

Quote Expiration Date: September 30, 2022

- Training events billed upon completion or one year from the date of software installation, whichever first occurs.
- Trainings quoted reflects a class size up to 10 attendees. Over 10 attendees require an additional trainer at \$2,000.