

Statement of Work for Office 365 Planning and Implementation

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1 Introduction and Goals

The City of Missoula is seeking to engage a partner to develop and implement Microsoft 365 capabilities. The goal of this engagement is Office 365 Phase I planning and implementation. This project will include:

- Managing change through a thoughtful incremental rollout
- Right-sizing governance, security, and records strategies for Teams, SharePoint Online, and Office 365 Groups
- Providing communication tools for executives and stakeholders to outline the delivery of Office 365 services
- Developing an overall strategic approach for the future of work at the City of Missoula

2 Project Scope

At a high level, Withum will provide an overall strategic approach for the “Future of Work” at the City of Missoula. The scope of this initial project as well as tasks, activities and deliverables are summarized in this section.

2.1 Strategic Framework and Roadmap Approach

Our experience with leading Microsoft solutions means Withum is up to date on the recommended modern approaches to Microsoft 365 implementation. As a Microsoft Gold Partner, we hear directly from Microsoft how their clients around the globe are successfully implementing and encouraging adoption of Microsoft 365, and we will use that knowledge – as well as our own extensive experience – to apply a “best practices” lens to our work with the City. We will leverage our experience to provide the best approach with our first phase of engaging stakeholders and understanding your ecosystem.

- Description
 - Conduct stakeholder discovery sessions through a set of interview and information gathering sessions
 - Provide a detailed approach for current and future project
- Deliverable
 - Business and Functional Requirements (Word)
 - Strategic Framework and Roadmap (PowerPoint)
- City of Missoula Responsibility:
 - Identify stakeholders for discovery sessions
 - Provide requirements and documentation
 - Provide feedback and approval
- Team involved
 - City of Missoula:
 - Business Stakeholders
 - Office 365 Team
 - Project Sponsor
 - Project Manager
 - Withum:
 - Cloud Solution Specialists
 - Adoption Specialist
 - Customer Success Manager

2.2 Change Management Approach

Withum has expertise in putting people first when introducing Microsoft 365 solutions. An adoption program will ensure the right mechanisms are in place early so that adoption can be achieved in the short and long term. To achieve adoption, Withum will recommend change management techniques to ensure that the City staff are aware of the change, increase willingness to participate, and equip staff members with the skills for and understanding of the platforms introduced. At Withum we have certified a Prosci Change Practitioner and Microsoft Adoption Service Specialists who use evidence-based methodologies integrated wholistically with the project. We pride ourselves in not just providing change deliverables but showing progress through real data-driven results. We have successfully delivered change management and adoption across our clients both at the enterprise level and project level.

- Description
 - Conduct change management assessment to understand organizations readiness for change, group impacts, and risk level.
 - Discuss strategy, options, and opportunities for communications to establish awareness and desire.
 - Construct Communication plan including target audience, message content, delivery mechanism, sender, timeline, and tactics to motivate staff with a tie in to change management principles (ADKAR model).
 - Brainstorm key training organizational and personal considerations, target groups, transition period messaging, training style preferences, and KPIs, and review adoption reports.
 - Provide training material based on strategy session tailored to each desired group that will include organizational communication, governance, and compliance decisions.
- Deliverables
 - Change Management Assessment (Prosci)
 - Communication and Training Strategy (PowerPoint)
 - IT administrator Training Plan (PowerPoint)
 - User level Training Plan (PowerPoint)
 - Communication Plan & Templates (Word)
 - Adoption Metrics (PowerPoint)
- City of Missoula Responsibility:
 - Complete change assessments and review results
 - Provide adoption KPIs
 - Confirm training and communications strategy
 - Provide feedback and approval
- Team involved
 - City of Missoula:
 - Business Stakeholders
 - Project Sponsor
 - Project Manager
 - Withum:
 - Adoption Specialist
 - Cloud Solution Specialist
 - Customer Success Manager

2.3 Teams Governance Approach

Our Withum team has deep understanding of the Microsoft Teams environment and governance lifecycle. We will make the appropriate recommendations and comprehensive approach on governance and Microsoft Teams lifecycle management. We will work with the City to utilize Microsoft best practices and create a governance plan that is flexible and able to evolve throughout your Microsoft 365 lifecycle.

- Description
 - Define the role of governance in Microsoft Teams and all components, and the decisions needed. Make key informed decisions together on governance. Examples include defining organizational governance vision, naming conventions for Teams, group policies, guest and external access, apps, expiration, retention, and archiving policies.
 - Outline the processes for creating new Teams, adding team members, and determining Teams templates that should be in use to establish re-usable process.
 - Determine Teams administrative settings and Withum to configure Teams tenant settings based on decisions.
- Deliverables
 - Teams Governance Primer and Workshop (PowerPoint and meeting)
 - Teams Tenant Configuration (PowerPoint and Teams)
 - Teams Governance Framework and Guide (PowerPoint)
- City of Missoula Responsibility:
 - Share existing governance rules
 - Approve framework and guide
- Team involved
 - City of Missoula:
 - IT Operations
 - Compliance Stakeholders
 - Business Stakeholders
 - Project Manager
 - Withum:
 - Adoption Specialist
 - Cloud Solution Specialist
 - Cloud Security and Compliance Architect
 - Customer Success Manager

2.4 SharePoint Deployment & Functional Hub Sites Approach

Withum has extensive experience partnering with government and commercial customers to develop and implement Office 365 strategies that utilizes SharePoint Online for collaboration and communication. Our implementation services consist of configuring and implementing a SharePoint Hub Site and connected SharePoint Sites so projects and departments can operate efficiently. The Office 365 implementation will leverage SharePoint as the primary Office 365 content repository for files, tasks, news, calendar events, forms, and policies and procedures.

- Description
 - Conduct an “Art of the Possible” workshop for SharePoint so the City’s stakeholders can learn more about SharePoint capabilities. Withum will provide guidance on basic concepts that include file management best practices. We will work with your team to decide Hub Site landing content, centralized content and related repositories, and a SharePoint Site template design.

- Utilize SharePoint's "Modern" site technology, providing flexibility and ever-increasing new features. Focusing on out of the box features, Withum will build a central hub site for the "home" of the City of Missoula's SharePoint Online environment. This will be a place staff members rely on for important applications and resources to perform their job duties. The initial intranet will also include SharePoint Sites for up to three site template types that will be connected to the Hub Site (e.g., department, project). We will also utilize Microsoft Search in SharePoint—taking advantage of the modern search experience—and configure a starting list of bookmarks.
- Collaborate with City stakeholders to create an enterprise information architecture design that is intuitive to staff, enabling findability so content can be easily accessed and consistently updated. The information architecture will be displayed to staff members through the global navigation and term store tags within page and document libraries as well as SharePoint lists.
- Develop a SharePoint governance framework that is consistent with the Teams governance. Our governance planning for Microsoft 365 includes a holistic look the performance of SharePoint, managing content throughout its lifecycle, and achieving outcomes consistent with the City's standards and practices.
- Provide a strategy for data migration to include a migration plan for pilot and full migrations. Withum will also provide our content clean-up recommendations to remove, archive, and migrate content that have been honed through over 450+ intranet projects. The data migration roadmap will include both pre- and post-migration activities to ensure retention requirements and governance policies are followed.

■ Deliverables

- SharePoint Governance Framework (PowerPoint and Meeting)
- Data Migration Roadmap (PowerPoint and Timeline)
- SharePoint Sites
- Information Architecture (Spreadsheet and Built out Global Navigation, Term Store, and Content Types) to include:
 - Navigation
 - SharePoint Site Structure, including key SharePoint pages
 - Central/standardized document libraries for key City artifacts such as policies, procedures, and forms
 - Microsoft Search Bookmarks

■ City of Missoula Responsibility:

- Attend Art of the Possible working sessions (approximately two, 2-hour sessions)
 - Attended Information Architecture working sessions (approximately three, 1.5-hour sessions)
- Provide existing information architecture and information retention guidelines
- Provide details about the data and content that need to be migrated including the source, file sizes and general structure, and database sizes.
- Provide the City's design style guide or standards to guide the look and feel of SharePoint Online

■ Team involved

- City of Missoula:
 - Business Stakeholders
 - Project Sponsor
 - Project Manager
- Withum:
 - Cloud Solution Specialists
 - Adoption Specialist

- Customer Success Manager

2.5 Information Governance, Retention & Compliance Approach

Many of Withum clients have come to us seeking compliance and retention guidance. While we recommend establishing governance early as part of migration planning, most clients defer until they have established a cloud presence. Factors that initiate this discussion often stem from industry driven regulatory and compliance pressures. As the Withum Digital team is based in Washington, DC, many of our clients are the federal government or contractors who work with the government. In these cases, we align to government guidelines to manage sensitive or classified information. With the introduction to the Microsoft Compliance Center three years ago, we now have a centralized portal of policies and controls to configure to meet regulatory requirements.

- Description
 - Using retention labels and policies, we can apply controls change the behavior of files stored in Office 365 including SharePoint, Exchange, OneDrive and Teams. A content type is a reusable collection of metadata that allows us to manage information in a centralized, reusable way. When content is marked a record, it will no longer be modified or deleted which helps with records management and reducing risk. Likewise, we establish retention policies for data and records to ensure the safe keeping and archival of sensitive information.
- Deliverable
 - Discover sensitive data stored in the cloud and on premise (if permitted) based on industry classification labels. (We have a set of PowerShell scripts to capture and record over a two-week period.)
 - Analyze and report back findings including Security and Compliance Governance Recommendations (PowerPoint)
 - Create, publish and auto-apply retention labels and policies using the Microsoft Compliance Center
 - Record Retention Plan
 - Future Scaling and Cost Recovery Models
- City of Missoula Responsibility
 - Provide retention schedule
 - Review recommendations
- Team Involved
 - City of Missoula
 - Records retention policy owners
 - Compliance officers
 - Human Resources and Legal decision makers
 - Withum
 - Engagement Manager
 - Cloud Security and Compliance Architect
 - Customer Success Manager

2.6 Proposed Future Scope of Work

Developing the Future Scope of Work is perhaps the most interesting, and important, component of your journey to Microsoft 365. It is an acknowledgement that you are comfortable with the platform and ready to take full advantage of it. For example, the Power Platform was developed to allow Office 365 users to build their own purpose-built business solutions rather than continually investing in enterprise-grade technology solutions. In this regard, we anticipate future efforts to revolve around leveraging the Power Platform to address current and emerging stakeholder needs. When combined with Teams, your ability to create rich-applications, automated workflows, and compelling visualizations of your data and KPIs become a reality.

We also realize there are many facets of the Office 365 platform. Therefore, we will craft, based on experiences gained during Phase 1, at least two workshops to codify the areas you are most interested in learning more about (and focusing future efforts). While we fully understand that the RFQ specifically mentions process automation, email management, dashboards, and additional governance, we recommend we postpone specific topic areas until we mutually gain experience with your specific needs as the project moves forward.

- Description

- As the project moves forward, our team will become familiar with your strategic vision and projected business needs. Remember that your own familiarity and organic expertise with the platform will also grow as the first phase of the project moves forward. Withum will incorporate our experience from Phase 1 and align your vision with the capabilities of various Office 365 Workloads for future phases.
- We will do this in a series of Workshops that identify what was accomplished in Phase 1 and prioritize what needs to be done in Phase 2. We highly recommend the Workshops be conducted in person if possible. In person workshops with key stakeholders are very effective in gaining consensus of action.

- Deliverable

- The end-deliverable will be a Phase 2 scope document that outlines accomplishments in Phase 1, and gaps to be addressed in Phase 2. It is important to remember that this is a consensus-based approach that requires direct participation from key stakeholders.
- Specific focus areas of the workshops will be identified towards the end of Phase 1 (this scope of work).

- City of Missoula Responsibility

- Identifying participating stakeholders (business and IT)
- Finding time to participate in the workshops (most likely a 4-6 hour total commitment)

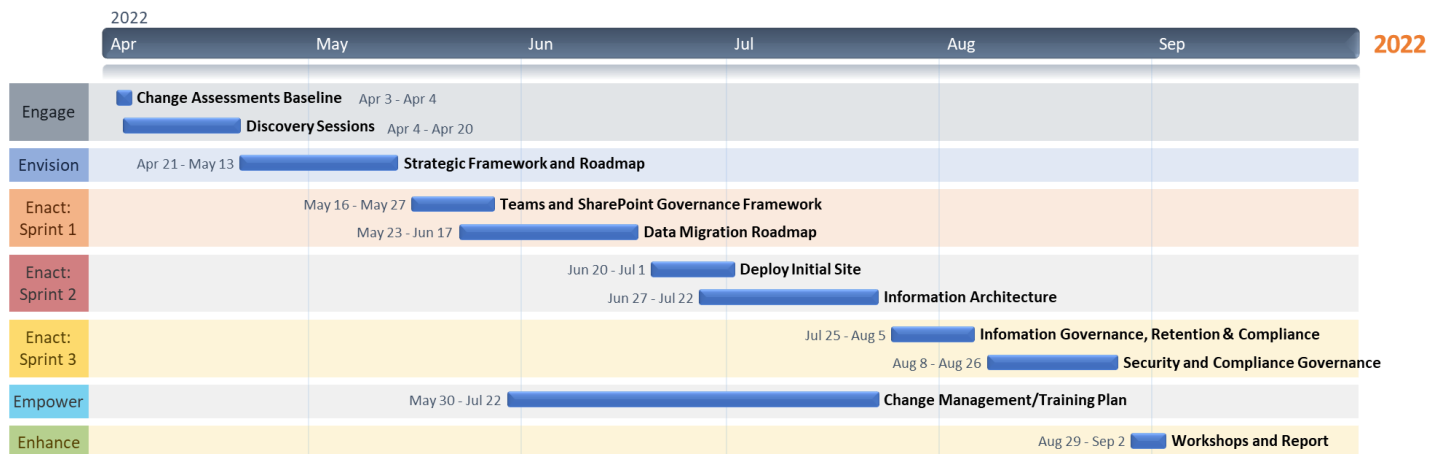
- Team involved

We will update the recommended team members for the Workshop as Phase 1 moves forward. However, typical participants are:

- City of Missoula:
 - Senior leadership responsible for the project
 - Business and IT Stakeholders
- Withum:
 - Engagement Manager / Withum Partner
 - Customer Success Manager
 - Cloud Solution Specialists
 - Cloud Security and Compliance Architect

3 Schedule and Period of Performance

The work will start within 2-4 weeks of execution of this SOW on or about April 5, 2022, and will continue until September 30, 2022. Below is a draft roadmap for implementation. An updated schedule will be created at the beginning of the project.



3.1 Project Deliverables

Phase	Deliverables
Engage: Discovery Sessions and Assessment	<ul style="list-style-type: none"> Facilitated Discovery Sessions
Envision: Strategic Framework and Roadmap	<ul style="list-style-type: none"> Business and Functional Requirements (Word) Strategic Framework and Roadmap (PowerPoint)
Enact: Solution Implementation (Sprints)	<ul style="list-style-type: none"> Teams Governance Primer and Workshop (PowerPoint and meeting) Teams Tenant Configuration (PowerPoint and Teams) Teams Governance Framework and Guide (PowerPoint) SharePoint Governance Framework (PowerPoint and Meeting) Data Migration Roadmap (PowerPoint and Timeline) SharePoint Sites Information Architecture (Spreadsheet and Built out Global Navigation, Term Store, and Content Types) Discover sensitive data stored in the cloud and on premise (if permitted) based on industry classification labels. Analyze and report back findings including Security and Compliance Governance Recommendations (PowerPoint) Create, publish and auto-apply retention labels and policies using the Microsoft Compliance Center Record Retention Plan Future Scaling and Cost Recovery Models

Phase	Deliverables
Empower: Change Management	<ul style="list-style-type: none"> Change Management Assessment (Prosci) Communication and Training Strategy (PowerPoint) IT administrator Training Plan (PowerPoint) User level Training Plan (PowerPoint) Communication Plan & Templates (Word) Adoption Metrics (PowerPoint)
Enhance: Proposed Future Work	<ul style="list-style-type: none"> Phase 2 Scope document (PowerPoint or Word)
Project Management and Coordination	<ul style="list-style-type: none"> Project Status Reports (PowerPoint or Word)

4 Assumptions

4.1 Withum Responsibilities and Assumptions

- We estimate this project to fully start depending on availability of the City's personnel for workshops and data gathering.
- Withum will provide additional estimates for Future Scope of Work outside of this contract based on Phase 1 discovery work.
- Should any Withum resourcing conflicts arise, we will notify the City's project manager as well as provide back-up plans and coordinate required background checks.
- Withum will perform work remotely from our office locations.
- Withum will meet the identified requirements of Purchaser including, City of Missoula System Access & Non-disclosure Agreement, City of Missoula Business License and background checks for Withum employees who will access the City tenant.
- Withum agrees to provide regular updates on hours consumed within each category prior to adjusting hours for the project between phases and resources to accommodate the workloads and deliverables and stay within the not to exceed budget.
- Withum and Purchaser will manage the scope of this Statement of Work according to functional scope and tools and techniques defined in Appendix A.

4.2 Purchaser Responsibility

- Time is the essence of this SOW and Withum expects Purchaser to assist in performing its obligation under this SOW.
- Purchaser shall be responsible for all direct expenses paid or incurred by Withum in performing the services proposed, including, but not limited to postage, shipping and any other pre-authorized expenses incurred by Withum in completing the deliverables.
- Purchaser will accept Withum's request to be a Claiming Partner of Record "CPOR" for specific Microsoft 365 workloads, allow a delegated admin permission request and facilitate the process of consumption attribution to Withum (more about CPOR process at this [link](#)).
- Purchaser will provide administrative support for scheduling of interviews and working sessions.
- Purchaser will designate a project manager as Withum's primary customer contact ("PCC"). The PCC will be the person to whom all company communications will be addressed and has the authority to act for Purchaser in all aspects of the project. The PCC's responsibilities will include:

- Serve as the interface between Withum and Purchaser.
- Schedule meetings with stakeholders and meeting rooms as necessary.
- Obtain and provide information, data, decisions and approvals, within **three (3) business days** of Withum's request, unless both parties agree to an extended response time.
- Administer the Change Request process per paragraph 9 of T&Cs.
- Facilitate the Acceptance and Project close-out process per paragraph 10 of the T&Cs.
- Help resolve project issues and escalate issues within Purchaser organization.
- Escalate promptly concerns and challenges to Withum's Project Manager.
-

4.3 Pre-requisites

The following pre-requisites are needed to properly execute this SOW:

- Administrative access to SharePoint Online, Teams, and Compliance Center
- Existing documentation about processes, policies, and procedures (if available)

5 Resources

Below are the primary resources for this engagement, hourly rate and estimated hours. Additional Withum staff members may be added to the project as needed, after having completed the necessary background checks.

Team Member	Role	Hourly Rate	Estimated Hrs
Chris Ertz	Engagement Manager	\$225	8-16
Laurent Teyssere, CSM	Customer Success Manager	\$165	30-40
Rachel Berkey, PMP	Senior Cloud Solution Specialist	\$185	80-110
Natalie Rossing	Cloud Solution Specialist	\$152	100-1130
Lamia Msadek	Adoption and Change Management Specialist	\$185	60-100
Max Herve	Cloud Security and Compliance Architect	\$195	60
Dan Guglielmo	Cloud Security and Compliance Engineer	\$145	40

6 Fees

For Services rendered in this SOW, Purchaser shall pay Withum the following fees for professional services.

6.1 Professional Services

The pricing below is based on the approach and scope defined above. The professional services fees will **not exceed \$84,875** without a mutual agreed change request. The table below represents estimates based on our current understanding of project scope and requirements with hours allocated to each phase based on Withum’s past experiences with similar projects. Withum agrees to provide regular updates on hours consumed in each category prior to adjusting hours for the project between phases and resources to accommodate the workloads and deliverables and stay within the not to exceed budget.

Phase	Est. Hrs.	Estimated Total
Engage: Discovery Sessions and Assessment	60	
Envision: Strategic Framework and Roadmap	60	
Enact: Solution Implementation (Sprints)	240	
Empower: Change Management	40	
Enhance: Proposed Future Work	40	
Project Management and Coordination	45	
Total	485	\$84,875

For our purpose of reference, our standard rate per level of resource is outlined below. These rates may be used to estimate costs for any out of scope tasks.

Professional	Rate
Partners/Directors	\$245 - \$375
Principals	\$200 - \$320
Lead Consultants	\$165 - \$210
Senior Consultants	\$130 - \$170
Consultants	\$100 - \$145

Withum reserves the right to request additional funding if assumptions, tools, techniques or scope changes.

6.2 Project Expenses

Reimbursable Expenses are not included in the project fees; Withum will perform work remotely.

7 Payment Terms

Invoices are payable Net 60, pursuant to paragraph 4 of the Terms and Conditions.

Payment Cycle	Invoice Date
Monthly	Approximately the fourth week of each month

- Direct project expenses will be billed to the Purchaser at cost
- Invoices will be sent electronically

8 Signatures

City of Missoula "Purchaser"		WithumSmith+Brown, PC	
<div></div>		<div></div>	
Signature		Signature	
<div></div>		<div></div>	
Name		Name	
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Title		Title	
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Date		Date	
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Attested By Signature	Date		
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Name	Title		
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9 Appendix A

9.1 Scope and Vision

This project is focused on scope defined in paragraph 2 – Project Scope

9.2 Tools and Techniques

- Most of the deliverables will be provided as PowerPoint documents or Word Documents.
- Microsoft Teams will be used to keep track of project communication, store and exchange files and communicate between the project team
- Azure DevOps may be used to keep track of requirements and use cases
- If appropriate to meet certain requirements, Withum may use its intranet toolkit to accelerate the deployment of the solution

9.3 Tasks Out of Scope

- Training for end users and deep IT training
- Full data migration
- File share migration

10 Terms and Conditions

The parties agree to the following terms and conditions (“Terms and Conditions”), which are hereby incorporated herein by this reference and made a part of each SOWs. The Terms and Conditions and the SOW are sometimes referred to as the “Agreement”. All terms and conditions of this Agreement apply to and govern all SOWs unless otherwise specifically stated in the “Special Provisions” section of such SOW. In consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follow:

1. Definitions

1.1. “Confidential Information” means any information identified by the Disclosing Party to be confidential or proprietary, or any information including hard copy or electric form, written or oral, which a reasonable person would consider to be confidential in nature. Confidential Information does not include information that (1) becomes public through no breach of Recipient; (2) Recipient rightfully receives from a third party without restriction; (3) Recipient develops independently or already had knowledge of such information prior to disclosure by the Disclosing Party; and (4) Disclosing Party gives to any third party without confidentiality limitations.

1.2. “Deliverables” means the intellectual property and work product that (a) is the output of any Services and/or (b) may be identified in the applicable SOW.

1.3. “Fee” means the fee for the Services and Deliverables as specified in the applicable SOW.

1.4. “Project” means the performance of the Services and the provision of the Deliverables as may be specified and described in one or more SOWs.

1.5. “Services” means all services as specified in the applicable SOW.

1.6. “SOW” means each duly executed Statement of Work to this Agreement under which Withum provides Services and Deliverables to Purchaser.

2. Services. Withum agrees to use commercially reasonable efforts to provide personnel who have the requisite skills, experience, qualifications and capabilities for the Services to be performed as specified in an SOW. For all Services provided under this Agreement, both parties agree to sign any SOW before any obligations are incurred by either party as to the requested Services.

3. Term of Agreement. The term of this Agreement will commence on the date first set forth in the SOW and will continue until earlier terminated as provided in Section 14, below. If any SOW issued hereunder remains in effect upon the expiration of the Term, the Term automatically will extend to cover the completion of such SOW.

4. Fees and Payment Terms.

4.1. Purchaser will pay all invoices for Fees within thirty (60) days of receipt thereof. Fees are exclusive of any sales or use taxes. Purchaser is responsible for all taxes, where required by law.

4.2. In addition, Purchaser shall reimburse Withum for its actual pre-approved out-of-pocket expenses as reasonably incurred by Withum in connection with the performance of Services.

4.3. Any invoice dispute must be submitted by email to clientbilling@withum.com within 10 days of receipt of the invoice.

4.4. Failure of Purchaser to pay any amount when due shall be deemed a material breach of this Agreement and shall give Withum the right to: (a) charge interest of one-and-one-half percent (1.5%) per month or such other maximum amount allowed by law on the unpaid balance; (b) suspend performance of the Services; (c) terminate this Agreement as provided in Section 14 hereunder, and (d) recover all reasonable expenses and costs incurred in enforcing its rights hereunder. No failure by Withum to request any such payment or take any such actions shall be deemed a waiver by Withum of its rights or Purchaser's obligations hereunder.

5. Ownership of Materials Related to Services.

5.1. The parties agree that the Deliverables shall be considered "works made for hire." Upon complete payment of each SOW to Purchaser all right, title and interest in the Deliverables shall be and are hereby assigned to Purchaser as its sole and exclusive property.

5.2. Notwithstanding the foregoing, the parties recognize and acknowledge that: (i) the provision of Services and Deliverables hereunder will require the pre-existing tools, know-how, ideas, techniques, concepts or other intellectual property of Withum (collectively "Existing Tools") and (ii) it is likely that Withum may develop new tools, know-how, ideas, techniques, concepts or other intellectual property in the course of providing the Services or Deliverables under this Agreement ("Developed Tools"). Therefore, Purchaser acknowledges and agrees that Withum's Existing Tools and Developed Tools shall not be considered "works made for hire" and shall be owned exclusively by Withum and Purchaser expressly acknowledges and agrees that Withum may use such Existing Tools and Developed Tools to provide the same or similar services to other customers.

6. Relationship to the parties.

6.1. Any consultant furnished as part of Services shall be deemed an agent or employee of Withum only and will not be considered an agent or employee of Purchaser for any purpose. Withum will be solely responsible for payment of all compensation owed to a consultant, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will a consultant be eligible for or entitled to any benefits of Purchaser.

6.2. The parties hereto are independent contractors. This Agreement does not create a joint venture, partnership or other business entity of any kind. Notwithstanding, Purchaser shall cooperate with Withum, including by making available management decision makers, information, approvals and acceptances, as reasonably requested by Withum, so Withum may accomplish its obligations and responsibilities under any SOW.

7. Confidential Information.

7.1. In the course of the performance of this Agreement, either party (the "Recipient") may receive Confidential Information of the other party (the "Disclosing Party"). Recipient agrees to disclose such information to its employees only on a need-to-know basis and agrees not to disclose such information to third parties unless legally required by applicable law or judicial process. Recipient will protect such Confidential Information using commercially reasonable measures, but no less than the same measures that Recipient uses to protect its own Confidential Information and no less than reasonable measures.

7.2. In no event shall Recipient use the Disclosing Party's Confidential Information to reverse engineer or otherwise develop products or services functionally equivalent to the products or services of the Disclosing Party. The parties' obligations under this Section will survive the termination of this Agreement.

8. Intentionally left blank

9. Changes to SOWs.

9.1. Either party may request in writing changes to any aspect of a Project that is specified in a SOW (in each case, a "Change"). The parties shall negotiate in good faith to reach an agreement on such requested Change. Unless otherwise directed by Purchaser, during the period of such negotiation Withum shall continue to work pursuant to the existing SOW.

9.2. Neither party is bound by any requested Change until such Change has been agreed upon and memorialized in a signed amendment, change request or replacement to the relevant SOW.

9.3. Notwithstanding the foregoing, Withum shall perform and provide all normal and routine tasks, functions or responsibilities that are reasonably related to the Services and Deliverables that are set forth in a SOW, even if such reasonably related tasks, functions or responsibilities are not referenced or described in this Agreement or the applicable SOW.

10. Acceptance and Completion Criteria

10.1. Purchaser will indicate its acceptance of each Deliverable in writing and forward such written acceptance to Withum.

10.2. Once the Deliverable is presented for acceptance to Purchaser, Purchaser shall have up to five (5) business days, unless specified otherwise in an SOW, therefrom to either (i) accept the Deliverable in writing or (ii) reject the Deliverable by notifying Withum in writing of Purchaser's reasons why the Deliverable is not in compliance with the SOW. If Purchaser rejects a Deliverable, Withum will address Purchaser's reasons for such rejection and resubmit the Deliverable to Purchaser for acceptance.

10.3. Notwithstanding the foregoing, a Deliverable shall be deemed accepted upon the occurrence of Purchaser failing to accept or reject the Deliverable within ten (10) business days of receipt.

10.4. The project will be considered complete when the Deliverables have been fulfilled and have been delivered to Purchaser and accepted. A final acceptance form will be presented to the Purchaser for agreement and execution indicating completion of the Project. The Project will be deemed completed upon occurrence of Purchaser failing to accept or reject the acceptance form within ten (10) business days of receipt acceptance form.

11. Limited Warranty: Withum warrants that all Services and Deliverables provided pursuant to this Agreement will be performed and provided in a good and workmanlike manner and accordance with the general standards of the Information Technology ("IT") industry. THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT APPLICABLE.

12. Limitation of Liability: In no event shall either party be liable to the other for special, indirect, punitive, incidental, or consequential damages relating to the obligations set forth hereunder, whether or not a party has been advised of the possibility of such damages. In no event shall Withum be liable to Purchaser for any amount in excess of the fees paid to Withum hereunder.

13. Indemnification. Each party shall indemnify, defend and hold harmless the other, its employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party claims, demands, loss, damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful conduct of the indemnifying party, its personnel or agents in connection with the performance of the Services hereunder. To the extent that such claim arises from the concurrent conduct of Purchaser, Withum and/or any third party, it is expressly agreed that each party's obligations of indemnity under this paragraph shall be effective only to the extent of each party's pro rata share of liability. To receive the foregoing indemnities, the party seeking indemnification must promptly notify the other in writing of a claim or suit and provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. The indemnifying party shall have no obligation to indemnify the indemnified party under any settlement made without the indemnifying party's written consent. The parties' obligations under this Section will survive the termination of this Agreement.

14. Termination.

14.1 This Agreement and all SOWs in effect hereunder may be terminated by either party: (i) upon 30 days' prior written notice to the other party; (ii) if the other party is in material breach of any of its obligations under this Agreement and fails to remedy such breach within 15 days of receipt of a written notice by the other party which specifies the material breach; or (iii) immediately upon written notice if the other party has a receiver appointed, or an assignee for the benefit of creditors or in the event of any insolvency or inability to pay debts as they become due by the other party, except as may be prohibited by applicable bankruptcy laws.

14.2 Upon termination by either party, Purchaser will pay Withum for all Services performed and expenses incurred by Withum through the date of termination within 10 business days of such termination date.

15. General Provisions:

a) Non-Restrictive Relationship. Withum may provide the same or similar services to other customers. Purchaser may obtain the same or similar services from other vendors.

b) Waiver. Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.

c) Force Majeure. Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including, without limitation, strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

d) Notices. All notices required under or regarding this Agreement will be in writing and will be considered given if delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), given by facsimile (confirmed by certification of receipt), email with delivery receipt or sent by courier (confirmed by receipt) addressed to the designated parties at the addresses set forth in the SOW.

e) Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, such term or provision may be struck and the remainder of this Agreement will not be affected.

f) Assignment. Except as provided herein, this Agreement may not be assigned except upon the written Agreement of the parties; provided, however, that Withum may assign this Agreement by providing written notice to Purchaser in the event of a merger, consolidation, or sale of all or substantially all of the assets or voting stock by Withum, and such assignee agrees to perform Withum's obligations hereunder.

g) Entire Agreement. This Agreement and the SOW(s) submitted hereunder constitute the entire agreement between the parties and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of both parties.

h) Dispute Resolution: In the unlikely event that differences concerning the Services, Deliverables or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If within sixty (60) days after submission to the mediator the dispute is not resolved, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in Montana and shall be governed by the laws of the State of Montana. The arbitration shall be administered in accordance with the then current rules of the AAA. The arbitration will be conducted before a single arbitrator, with significant experience in the computer software and services industry. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive or exemplary damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall bear its own proportionate share of arbitrator fees and expenses. The prevailing party may be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration or as required by law. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

11 City of Missoula Nondiscrimination and Affirmative Action Policy Statement

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be non-discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and 7 Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees.

This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity. Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor. It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds. Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

12 City of Missoula Terms and Conditions

WORKERS COMPENSATION

Withum is an independent contractor under Montana State law and hereby certifies that Withum is covered by a Workers' Compensation insurance program with the State of Montana, a private insurance carrier, or an approved self-insurance plan in accordance with Montana State law and that the City has no liability for Withum's workers' compensation insurance or claims.

LIABILITY INSURANCE

Withum hereby certifies that it has and shall maintain during the time period of this Agreement, liability insurance in the minimum amount of \$750,000.00 per claimant and \$1,500,000.00 per occurrence that includes liability for accidents occurring during delivery or at the delivery site that are attributable to Withum or its agents' conduct.