

EXHIBIT A - Statement of Work

This Statement of Work (SOW) between Envisage Technologies, LLC (“Contractor”) and the entity named within the quote document (“Client”) identifies important milestones and deliverables for professional services on the installation, configuration, and implementation of the Acadis Readiness Suite.

Timeline and Deliverables

Client shall provide both appropriate and timely support with regards to project supervision, subject matter expertise in all aspects of business processes, and development of appropriate procedures with Contractor.

Description of Tasks

Contractor shall provide technical services in support of project requirements. These requirements are identified as major tasks, which are described further below.

1) *Project Kick-off*

Contractor will coordinate the project kick-off meeting, providing a forum for the introduction of all team members, reviewing key contract elements, managing shared expectations, identifying roles and responsibilities, introducing the Integrated Project Team, determining communication strategies and setting the weekly project meeting schedule.

Deliverable: Scheduled Meeting with Minutes Distributed

2) *Environment Setup and License Installation*

Contractor will provide the Client with a hosted instance of Acadis in a secure Amazon Web Services GovCloud environment, including all modules listed herein, as well as the most current Windows operating systems and Oracle database.

Deliverable: Hosted Production Instance of Acadis

3) *Implementation Planning*

Contractor staff will meet with Client’s subject matter experts to demonstrate the software and map Acadis functionality to the Client’s systems/business processes. This activity may take place at the Client’s location, if included as part of the contract. The purpose of this analysis will be to create plans for the project itself, including data migration, testing, and training.

Deliverable: High-Level Plan with Recommended Durations

4) *Set-up and Configuration of Global Preferences and Labels*

Contractor will work with the Client’s system administrators to set-up baseline elements, such as Acadis user interface values, Fiscal Year settings, branding of web pages, and automated email notifications.

Deliverable: Baseline Configuration of the Acadis Required Modules

5) *Configuration of Client-Specific List Values and User Defined Fields*

Acadis includes the ability to manage custom lists and user defined fields throughout the system to match the Client’s terminology. Further, the dynamic list management functions allow users to create and define drop down lists, ensuring standardization within the system. This provides flexibility for the city to customize standard

terminology within Acadis without the cost of programmers to modify system variables. This also supports the importation of legacy data to appropriate list fields within Acadis.

Deliverable: Assistance in Selecting Custom Settings to Acadis Modules

6) *Data Migration Consulting Services (if applicable)*

Acadis includes a variety of data import tools designed to map legacy data directly into the Acadis schema. Contractor will provide coordination, management, support, training and import consultation to the Client's technical staff to move data into Acadis.

Contractor will further provide the Client's technical staff with sample comma-delimited data file formats for export from legacy systems for use with Acadis import tools to import data. Client and Contractor personnel shall work collaboratively on any necessary pre-migration data cleansing work, comparing and "scrubbing" of data to combine duplicate personnel for data import to Acadis, the formal data migration tasks, and providing the necessary technical resources and subject matter expertise to facilitate prompt decision-making relative to data questions. A team review of migrated data verifies data consistency, format and completeness.

Deliverable: Data Migration from Legacy System(s)

7) *Training on Licensed Modules*

A comprehensive training strategy will help ensure that the Client achieves the maximum return on investment when implementing and deploying the Acadis Readiness Suite. Contractor will work with the Client's staff and Subject Matter Experts (SMEs) who can support other users for continued long-term success.

Deliverable: Training for Licensed Modules

Ongoing Support

Project Implementation Support

Contractor will provide Acadis implementation support to Client, including weekly meetings to discuss configuration and demonstrations of new functionality.

Software Release Support

Contractor provides updates to the software on a periodic basis. New, full releases of the Acadis Readiness Suite will be provided to Client approximately every eight (8) weeks, with weekly demonstrations of new features and enhancements available to all Acadis users. Release notes will accompany each new release of the software system, outlining the changes reflected in the release.

Services Billing

Based on the scope, approach, resources and assumptions described in this SOW, Contractor shall bill the fees stated within the quote for the Services according to the schedule below.

PHASE	TASK	DESCRIPTION	INVOICING
Initial Setup	1	Project Kick-off	Upon completion
	2	Environment Setup and License Installation	
Implementation & Configuration	3 - 5	Implementation & Configuration	Monthly based on hours provided
	6	Data Migration Consulting Services	Monthly based on hours provided
Training	7	Training Services on Licensed Modules	Upon completion of each class session
TOTAL			

The total cost for services quoted are estimates only, and shall be billed on a time and materials (T&M) basis at the listed rates as incurred.

Reimbursable expenses include out-of-pocket expenses for travel, communications, and other expenses incurred in the direct support of the project, and shall be billed to Client at Contractor's cost, without markup. Reimbursable expenses are not reflected in the fees above. Travel costs are considered door-to-door, with costs accruing from the moment Contractor personnel leave Contractor's location to travel to Client's location, and cease upon return to the Contractor's location.

Change Orders and Dispute Resolution

A change order process shall be utilized between Contractor and Client to manage and approve any changes to the Statement of Work as herein described. The change order shall be in a format substantially similar to the template shown below, and shall include the reason for the change, a complete description of work to be performed, an estimate of time to complete the task, a completion date and an impact analysis indicating ramifications to the overall project.

SAMPLE CHANGE ORDER FORM

Amendment # _____

Envisage Technologies, LLC (“Contractor”)
101 W. Kirkwood Ave., Suite 200
Bloomington, IN 47404
(812) 330-7101

[Client Name] (“Client”)
[Address]

[Date]

This Change Order is an amendment to the contract (“Agreement”) entered into between the Parties on _____, 20__, as amended. In the event of any conflict between the Agreement and this Change Order, the terms of this Change Order shall prevail. All other terms of the Agreement shall remain in full force and effect.

The Agreement is hereby amended to reflect the changes as follows:

1. The following services set forth in the Agreement shall be amended as described below.
Change:
Reason:
2. Envisage shall complete the project by _____, instead of the date(s) listed in the Agreement.
3. Pursuant to this Change Order, Contractor shall perform services with different personnel, materials, methods, or procedures than as what set forth in the Agreement as described below:
Change:
Reason:
4. The price for the services shall be amended as described below.
Description:
Original Contract Amount:
Change Order Amount:
Additional/Decreased Amount:
5. Impact Analysis.
Description of any ramifications to the project:

These changes are accepted and agreed by the Parties, to become effective as of _____.

CLIENT

By: _____
Name:
Title:
Date:

CONTRACTOR

By: _____
Name:
Title:
Date: