

CSP EDO Implementation SOW

This document has been prepared for:

Weber County, Utah



CSP EDO Quick Start Implementation
Agreement outlining the terms of the implementation, licensing and support included in the CSP EDO package.

Version: 1

Creation Date: 9/21/2021

Jordan Kristan , CRM Account Executive

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2 Document Revision & Sign-off

Change Record

Date	Name	Version	Change Reference
9/21/2021	Jordan Kristan	1	Creation
Click here to enter a date.			
Click here to enter a date.			

Reviewers/Approvals

Date	Reviewer/Approver	Version	Approval or Requested Changes
Click here to enter a date.			
Click here to enter a date.			
Click here to enter a date.			

3 Legal

The CSP EDO Implementation SOW (SOW) and any exhibits, appendices, schedules, and attachments to it, is made pursuant to this

Weber County, Utah

CSP EDO Implementation SOW, dated **9/21/2021**, the terms of which are incorporated herein by reference, by and between **Weber County, Utah** (“client,” “you,” and “your”) and *Cloud Nine Solutions, LLC* (“Cloud Nine,” “us,” “we,” and “our”) or our affiliate, and sets forth the services to be performed by us related to CSP EDO Quick Start Implementation (“project”). This SOW represents the complete baseline for scope, services, service deliverables, and acceptance applicable to this project. All changes to this document will be managed in accordance with the Change Management Process defined below.

Unless customer signs this SOW, the associated work agreement will expire 30 (thirty) days after the date they were delivered to customer for signature, unless they have been formally extended in writing Cloud Nine Solutions, LLC.

4 Summary

ID	Details
Contact:	Quinn Fowers qfowers@webercountyutah.gov (801) 399-8552
Client Company Name:	Weber County, Utah
Address:	2380 Washington Blvd. Ogden, Utah 84401
Project Name:	CSP EDO Quick Start Implementation
Estimated Project Implementation Length:	6-7 weeks
Initial Setup/Implementation Costs	\$9,900.00
Monthly CSP Licensing Start Date:	10/1/2021
CSP Term	1 year
Monthly CSP Charges:	\$95.00
Auto-Renew Date:	10/1/2022

5 Implementation Project Objectives and Scope

5.2 Purpose & Objectives

Cloud Nine Solutions, LLC will work with Client to implement Microsoft Dynamics 365 Online software. The purpose of the CRM is to provide a unified software application and shared database for the entire economic development team to use for both reporting and collaboration.

5.3 Scope

This section describes in further detail the scope of work for the project as it relates to the design and delivery for this implementation. All areas and requirements left out of this section are deemed *out of scope* and will be subject to the Change Management Process. If a customization is required to meet Client's requirement appropriate documentation will be provided in the form of a Functional Design Document and subject to design review and approval before proceeding.

Functionality	Check Here
Core EDO Entities	Include
Companies	Yes
Contacts	Yes
ED Projects	Yes
BRE	Yes
Locations	Yes
Incentives	Yes
Compliance	Yes
Investors	Yes
Sales & Marketing	
Leads	Yes
Opportunities	Yes
Marketing Campaigns	Yes
Marketing Lists	Yes
CRM Tools	
Business Process Flows (ED Project)	Yes
Activities	Yes
Import & Export to Excel	Yes
Word/Excel Templates	Yes
Advanced Find/Charts/Dashboards	Yes
Custom Builds	
Leases	Yes

1. Software subscription – initial setup. PA Group will setup the CRM application and environment which resides in the Microsoft Cloud. PA-Group will set up an Office 365 tenant on your behalf.
2. Training on using the CRM via Outlook will be provided virtually. Prior to the training, the Outlook Plug-In should be installed by your IT team as network security settings and some level of their direct involvement may be involved. Any assistance provided with the install of the Outlook plug-in is billable and the time comes out of the block of hours. This is typically not a laborious process but your network and security settings are out of our control.
3. A 1 hour virtual training on data import via spreadsheets will be provided. Your organization is responsible for scrubbing, merging into templates and importing all legacy data. If further assistance on data import is requested it will be handled as a change request.
4. 4-6 Online Training sessions (maximum of 1 hour each) and 1 Team Kick Off Meeting will be provided.

Out of Scope

Any items marked as No above are considered out of scope.

Implementation Schedule, Resources, and Costs

Fixed Cost for Quick-Start Implementation: \$9,900

This project will be billed as Fixed Fee therefore resource availability is critical. Any change request added to this project will be billed at \$185 per hour.

5.3.8 Resources & Schedule

This initial fixed fee estimate of this project is the result of the following assumptions:

- Client will (a) pay Cloud Nine Solutions, LLC for Services on a fixed fee basis at the rates set forth in the Statement of Work and (b) reimburse Cloud Nine Solutions, LLC for all out-of-pocket costs incurred by Cloud Nine Solutions, LLC in connection with the Services (“Expenses”).
- Client will pay such invoices within 30 days (starting from receipt of required banking documentation).
- Cloud Nine Solutions, LLC consultants will adhere to a food per diem or expenses as incurred set forth by Client’s Policy.
- Cloud Nine Solutions, LLC will stay at Client’s preferred place of lodging, else will stay at reasonable accommodations.
- Cloud Nine Solutions, LLC will bill Client for automobile travel at the IRS standard 2021 rate of \$.56 cents per mile.
- Cloud Nine Solutions, LLC will bill client for Airfare.
- Cloud Nine Solutions, LLC will book rental cars at the Cloud Nine Solutions, LLC rate with budget unless otherwise specified.
- Assumes English only.

- Any services deemed above and beyond the intent of this SOW will result in generation of ancillary Statements of Work.
- Cloud Nine Solutions, LLC and Client will jointly and diligently manage the scope of this SOW to meet the outlined target for project completion.
- Any additions or modifications to this Statement of Work, or services performed under it, will require a Change Order/Request that must be approved by the Client and may result in schedule changes and additional fees payable to Cloud Nine Solutions, LLC.

5.4 Management

5.4.8 Communication Plan

A formal process will be employed to facilitate communication during the project. The key vehicles for communication will be: Phone, E-Mail, and Meetings. The Cloud Nine Solutions, LLC lead consultant or project manager, working in conjunction with the Client representative, will create the appropriate status report for the project and will distribute this report to management.

5.4.9 Issue/Risk Management Procedure

The following general procedures will be used to manage project issues and risks:

- Identify and document
- Assess impact and prioritize
- Assign responsibility
- Monitor and report progress
- Communicate issue resolution

A mutually agreed upon issue escalation process will be defined at the outset of the project.

5.4.10 Change Management Process

During the project either party may request in writing additions, deletions, or modifications to the services described in this SOW (“change”). We shall have no obligation to commence work in connection with any change until the estimated fee and schedule impact of the change is agreed upon in a written Change Request Form signed by the designated Project Managers from both parties.

Upon a request for a change, we shall submit the change on our standard Change Request Form describing the change, including the estimated impact of the change on the project schedule, fees, and expenses. The Change Management Process that will be employed as defined below. Both parties must agree to follow this process and to use the Change Request Form.

- Identify and document
- Assess impact and prioritize
- Estimate required effort
- Approve / Disapprove
- Assign responsibility
- Monitor and report progress
- Communicate change resolution

Within thirty (30) consecutive business days of receipt of the proposed Change Request Form, Client shall either indicate acceptance of the proposed change by signing the Change Request Form or advise Cloud Nine Solutions, LLC not to perform the change. If Client advises Cloud Nine Solutions, LLC not to perform the change, then Cloud Nine Solutions, LLC shall proceed only with the original services. In the absence of your acceptance or rejection, we will not perform the proposed change.

5.4.11 Termination Charges

If we exercise our right to terminate this work order due to your material breach or default, or you terminate this work order without cause, your obligation to pay us for services performed and expenses incurred prior to termination shall include the following:

1. Any amounts previously invoiced but unpaid.
2. Fees for services performed through the termination date which have not been invoiced at our then current published hourly rates.
3. Any and all subcontract cancellation and/or termination charges incurred by us, including the cost of third-party products and services furnished to us but not delivered to you as of the date of termination.

5.4.12 Project Completion

The project will be considered complete, when any of the following are met:

- All of the service deliverables have been completed, delivered and accepted or deemed accepted, including approved Change Request Forms.
- The fee provisions of the Work Order have been met.
- This agreement is terminated pursuant to the provisions of the agreement.

6 Licensing

6.2 Software License Agreement

This Software License Agreement (“License” or “Agreement”) is entered into by and between Client and Cloud Nine Solutions LLC (“Provider”).

Cloud Nine’s Economic Development accelerator, going forth will be collectively called the “Software.” Provider also provides the software application Microsoft Dynamics 365 (the “Base Application”) as an authorized reseller. Therefore, in consideration of the mutual covenants, terms, and conditions set forth below, along with any referenced or associated documentation and materials, the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as follows:

6.3 Terms and Conditions

1. License

- a. *Grant of Rights.* Effective upon receipt of the first monthly payment, Provider grants Recipient a perpetual, non-exclusive, worldwide, royalty-free license to use the Software as necessary for Recipient’s internal business purposes, provided Recipient complies with the restrictions set forth below.

- b. Restrictions.** Copies of the Software created or transferred pursuant to this Agreement are licensed, not sold, and Recipient receives no title to or ownership of any copy or of the Software itself. Furthermore, Recipient receives no rights to the Software other than those specifically granted in this Section. Without limiting the generality of the foregoing, Recipient will not: (i) modify, create derivative works from, publish, distribute, publicly display, publicly perform, or sublicense the Software; (ii) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software unless specifically authorized in this agreement; or (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code; or (iv) rent, lease, or lend the Software or Base Application.
- c. Customization and Personalization.** Recipient may perform customizations and personalization's of the operation of the Software only as necessary to use it for internal business purposes to the administration and user interface levels of the Software. Provider will not be responsible for any problems that result from modifications made by Recipient or any third party acting on Recipients behalf. Further, this right to customization shall not extend to the objects or tables contained in the Software or Base Application.
- d.** Provider provides the Base Application solely pursuant to the terms of the Microsoft Software License Terms, Microsoft Dynamics 365.
- e.** The Software and Base Application include server software and client software. This License is based upon the number of instances of the server software that Recipient installs, the number of users or devices that access the server software under a Client Access License ("CAL"), and the tasks enabled and utilized in the Software and Base Application.
- f. Installation and Use Rights:**

 - i. Client Access License (CAL's) keys:** Recipient may not duplicate license keys without Provider's prior written consent.
 - ii.** Server software means the components of the Software and Base Application that provide services or functionality on Recipient's server. Recipient is acquiring the server software as described in the Investment Summary section below.
 - iii.** Client software means the components of the Software and Base Application that allow a device to access or use the server software or to use certain aspects of the server software.
 - iv. Client Access Licenses (CALs).** Recipient is acquiring the CALs as described in the Investment Summary Section below.

 - 1.** Recipient must acquire and assign a CAL to each device or user that accesses its installed server software directly or indirectly.
 - 2.** Recipient is responsible for defining security roles of each user to ensure Microsoft licensing rights are adhered to.
 - 3.** For additional terms that govern the CALs, see the Microsoft Dynamics 365 License Agreement.
 - 4.** Recipient may add additional CAL's at any time.
 - v.** Recipient may make copies of the Software for backup and testing purposes, provided that such copies are not used in production. The Recipient's backup copies may be hosted by a third party on the Recipient's behalf.
- g. Additional software.** Provider can also provide additional software solutions that integrate with Microsoft Dynamics 365, that provide additional discrete portions of functionality in conjunction with Microsoft Dynamics 365, which can be licensed separately as the parties may in the future agree, and for which other license terms, conditions and fees may apply.

2. Cancellation

In the event recipient chooses to cancel prior to end of contract term, an early termination fee will be assessed to cover at a minimum the one-year Base Application licensing costs. Recipient shall notify Provider in writing of desire to terminate agreement 60 days prior to cancellation. When requesting a cancellation, a final payment will be required to cover the notice period and any usage charges incurred.

The closure of any account is subject to the payment of any outstanding amounts, including any applicable early termination charges.

Data. Upon receipt of final payment and written request of Recipient, Provider will provide a back-up of your data. Upon termination or cancellation of the service by you or us for any reason, Provider may delete your data permanently from our servers. Microsoft will keep your data for a period of 30 days before it is deleted from their servers.

3. Warranties.

- a. *Function.* Provider warrants that the Software will perform materially as described in the user documentation, specifications, and manuals, with the functionality requested by Recipient and existing in the Software as of the installation, for one year after the acquiring the license as described in Section 1(a). This does NOT include requests by Recipient for additional or increased functionality covered by the configuration/customization during implementation, or in subsequent enhancement phases or additional projects. In the event of breach of this warranty, Provider will promptly repair the Software or replace it with software of substantially similar functionality.
- b. *Infringement/Ownership.* Provider warrants that it is the owner of the Software and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property and other rights granted in this Agreement without the further consent of any third party. If the Software becomes, or in either party's reasonable opinion is likely to become, the subject of any claim, suit, or proceeding arising from or alleging infringement of any intellectual property right, or in the event of any adjudication that the Software infringes any such right, Provider, at its own expense, will promptly take the following actions: (i) secure for Recipient the right to continue using the Software; or (ii) replace or modify the Software to make it non-infringing, provided such modification or replacement will not materially degrade any functionality relied upon by Recipient.
- c. *Harmful Code.* Provider warrants that the Software and any media used to distribute it contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.
- d. *Right to Do Business.* Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
- e. *Disclaimers.* EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider does not warrant that the Software will perform without error or that it will run without immaterial interruption. Provider provides no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Software made by anyone other than Provider, unless Provider approves such modification in writing; or (ii) use of the Software in combination with any operating system not authorized in the Microsoft Dynamics 365 documentation or specifications or with hardware or software specifically forbidden by those

documentation or specifications. This warranty further does not apply to the extent that the infringement arises out of any of the Indemnity Exclusions listed below.

- f. Provider warrants that it is a licensed solution provider and partner with Microsoft Business Solutions and has an active Cloud Solution Provider Agreement (“CSP”) in effect. Provider is a managed partner by the Microsoft Partner Account Management Team. Provider maintains and is current on all of the necessary certifications to be a Microsoft Dynamics 365 reseller.
- g. Provider warrants that the Software is certified for Microsoft Dynamics 365 and does not violate any of the Microsoft Dynamics 365 licensing terms and conditions, and will continue to remain in compliance during the warranty period.

4. Indemnity.

- a. *Indemnified Parties & Claims.* The “Indemnified Parties” are Recipient and its officers, directors, shareholders, parents, subsidiaries, agents, insurers, successors, and assigns. An “Indemnified Claim” is any third party claim, suit, or proceeding against the Indemnified Parties arising out of, related to, or alleging infringement of any patent, copyright, or other intellectual property right by the Software.
- b. *Indemnity.* Provider will indemnify, defend, and hold the Indemnified Parties harmless against any Indemnified Claim, provided Recipient gives Provider prompt notice of such Indemnified Claim. Provider’s obligations set forth in the preceding sentence include, without limitation, retention and payment of attorneys and payment of court costs, as well as settlement at Provider’s expense, payment of judgments, or both.
- c. *Litigation.* Provider will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Recipient will have the right to approve the terms of any settlement or compromise that restricts its rights granted under this Agreement or subjects it to any ongoing obligations.
- d. *Exclusions.* Provider’s obligations set forth in this Section do not apply to the extent that an Indemnified Claim arises out of:
 - i. Recipient’s violation of this Agreement;
 - ii. revisions to the Software made without Provider’s written consent;
 - iii. Provider’s modification of the Software in compliance with technical specifications provided by Recipient, or in compliance with a method or process provided by Recipient for implementing such specifications, unless Provider knew of the potential infringement at the time of such modification and did not notify Recipient;
 - iv. Recipient’s failure to incorporate Software updates or upgrades that would have avoided the alleged infringement, provided Provider offered such updates or upgrades without fees or charges not otherwise required pursuant to this Agreement.
 - v. use of the Software in combination with hardware or software not provided by Provider: **(A)** that is specifically forbidden by the Documentation or Specifications; or **(B)** that is not designated in the Documentation or Specifications as available for interface with the Software, unless such hardware or software is necessary for the Software to perform a function listed in the Documentation or Specifications.

5. Limitation of Liability.

(i) IN NO EVENT WILL PROVIDER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY RECIPIENT FOR THE SOFTWARE UNDER THIS AGREEMENT; AND (ii) IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIMITATIONS ON LIABILITIES CONTAINED IN THIS SECTION APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF RECIPIENT'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of this Section, Provider's liability will be limited to the maximum extent permissible.

6. Nondisclosure.

- a. *Confidential Information.* "Confidential Information" refers to the following items one party to this Agreement (the "Disclosing Party") discloses to the other (the "Receiving Party"): (i) any document the Disclosing Party marks "Confidential"; and (ii) any information the Disclosing Party orally designates as "Confidential" at the time of disclosure, provided the Disclosing Party confirms such designation in writing no later than 30 business days after disclosure. Notwithstanding the foregoing, Confidential Information does not include information that: (A) is in the Receiving Party's possession at the time of disclosure; (B) is independently developed by the Receiving Party without use of or reference to Confidential Information; (C) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (D) is approved for release in writing by the Disclosing Party.
- b. *Nondisclosure Obligations.* The Receiving Party will not use Confidential Information for any purpose other than to facilitate the use of the Software pursuant to this Agreement (the "Purpose"). The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor of the Receiving Party unless such person needs access in order to facilitate the Purpose and is subject to confidentiality and non-disclosure obligations no less stringent than those of this Section; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense.
- c. *Injunction.* The Receiving Party agrees that breach of this Section might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- d. *Retention of Rights.* This Section does not transfer ownership of Confidential Information or grant a license thereto. Except to the extent that another section of this Agreement specifically provides to the contrary, the Disclosing Party will retain all right, title, and interest in and to all Confidential Information.

- e. If and when Provider comes into possession of personal or confidential information of Recipient's employees, representatives, or contractors, Provider agrees to maintain this information as confidential under this Section.

7. Arbitration.

The parties agree that they will attempt to negotiate any dispute or claim arising out of or related to this Agreement, including without limitation claims related to the parties' negotiations and inducements to enter into this Agreement. In the event that negotiation is not successful, the parties agree that they will attempt in good faith to mediate the claim using the services of a recognized Alternative Dispute Resolution provider with expertise in software, and that if mediation is not successful, any claim will be submitted to mandatory, binding arbitration in Tennessee with the parties sharing equally the costs of arbitration, not including attorney's fees. This Section does not limit either party's right to provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration, and the exercise of any such remedy does not waive either party's right to arbitration. Judgment on an arbitration award may be entered by any court with competent jurisdiction.

8. Miscellaneous.

- a. *Notices.* Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of **(i)** actual receipt or **(ii)** delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.
 - i. For Provider: Cloud Nine Solutions LLC 1601 Gulf St., Suite 300, Chattanooga, TN 37408.
 - ii. For Recipient: Weber County 2380 Washington Blvd. Ogden, UT 84401.
- b. *No Waiver.* Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than **(i)** by an Authorized Representative and **(ii)** in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- c. *Force Majeure.* To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.
- d. *Technology Export.* Recipient will not export the Software or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations.
- e. *Assignment & Successors.* Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger or sale of substantially all assets. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.
- f. *Choice of Law & Jurisdiction.* This Agreement will be governed solely by the internal laws of the State of Tennessee, without reference to: **(i)** such State's principles of conflicts of law; **(ii)** the 1980 United Nations Convention on Contracts for the International Sale of Goods; or **(iii)** other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Hamilton County, Tennessee, and the Eastern District of Tennessee.
- g. *Severability.* To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be

interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

- h. *Bankruptcy Rights.*** The rights and licenses granted to Recipient in this Agreement are licenses to “intellectual property” rights, as defined in Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 101, et seq.). If Provider is subject to any proceeding under the United States Bankruptcy Code, and Provider as debtor in possession or its trustee in bankruptcy elects to reject this Agreement, Recipient may, pursuant to 11 U.S.C. Section 365(n) (1) and (2), retain any and all of the rights granted to it under this Agreement to the maximum extent permitted by law. This Subsection will not be construed to limit or restrict any right or remedy not set forth in this Subsection, including without limitation the right to retain any license or authority under this Agreement.
- i. *Conflicts among Attachments.*** In the event of any conflict between the terms of this main body of this Agreement and those of any Attachment, the terms of this main body will govern, except that the Microsoft Software License Terms shall absolutely and exclusively govern the use and licensing of the Base Application Microsoft Dynamics 365.
- j. *Execution in Counterparts.*** This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
- k. *Construction.*** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- l. *Entire Agreement.*** This Agreement, including the exhibits, attachments and agreements referenced herein, sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.
- m. *Amendment.*** This Agreement may not be modified except **(i)** by Authorized Representatives of each party and **(ii)** in a written contract signed by both parties.

6.4 Investment Summary

Total Costs*:

Microsoft Dynamics 365 base application software and licensing is managed via the Cloud Service Provider (CSP) agreement, which must be signed separately and in addition to this agreement.

*Additional licenses can be added at any time during the contract period but cannot be cancelled during the term per Microsoft policy.

Type of Licenses	Dynamics 365 Sales Professional	Dynamics 365 Team Members		PER YEAR	Per Month
# of Users	1	0	Total Users:	1	
TOTAL CSP PRICE- Licensing, Accelerator and Support- Per User	\$95.00	\$65.00		\$ 1,140.00	\$ 95.00
Total Reoccurring Licensing Costs:				\$ 1,140.00	
PA Group Implementation Costs:					
EDO Quick Start Implementation			\$ 9,900.00		
Total Services (Due Upon Signing)			\$ 9,900.00		
*Quick Start engagements do not include user how-to documentation customized to business processes or showing modifications.					

7 Support

7.1 Purpose & Objectives

Software had a distinctive lifecycle required to continue to add value to the end users. After an implementation, users often need help with additional training and as they learn the system they come up with additional functionality they would like to have or tweaks they would like to improve productivity. The purpose of this agreement is to outline the process for managing such requests.

Included in the CSP licensing packaged pricing outlined above in 6.4 Investment Summary section above you receive Advice and Admin Support which includes:

- Break/Fix support
- Access to the Cloud Nine online library of training videos

Requests for training, enhancements or customization to fit your business processes will be estimated and presenting in a new/separate statement of work at a rate of \$185 per hour.

7.2 Approach & Operational Process

7.2.8 In-Take Process

- Client will need to define which users have authorization to submit requests.
- Supply list of authorized user to your Project Manager:
 - Your project manager will be: Jimmy Goddard Jimmy.Goddard@pa-group.us
- Each authorized user will receive a URL, username and password for submitting enhancement requests or training support.
- Please note: Emails sent directly to any Cloud Nine resources personal email address are not subject SLA and could result in delayed service.
- Cloud Nine Solutions LLC will review the ticket and provide service/training or provide an estimate to client for completing the task if it does not fall within advice and admin scope of work.
- Cloud Nine Solutions LLC. and Client will review the task & estimates and client will assign priority. Cloud Nine Solutions LLC. will schedule resources to complete request as negotiated with customer based on priority, urgency and resource availability.

7.2.9 Governance

Cloud Nine Solutions LLC. will setup project status meetings on a quarterly basis to report on ticket volume and status, with a goal of increasing user adoption and reducing support tickets/requests.

7.2.10 SLA

Cloud Nine Solutions LLC. will provide services described herein during normal business hours as further defined below:

Monday thru Friday, 8:30 – 5:00pm EST, not including US National Holidays

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Business and financial exposure			
The application failure creates a serious business and financial exposure.	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.
Work Outage			
The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The application failure causes the client to be unable to perform a minor portion of their job, but they are still able to complete most other tasks.
Number of Users Affected			
The application failure affects a large number of users.	The application failure affects a large number of users.	The application failure affects a small number of users.	The application failure may only affect one or two users.
Workaround			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in any other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time			
Within two hours during business hours. Within ten hours outside of business hours during the work week. Within 16 hours during weekends and holidays.	Within four hours during business hours. Within twenty hours outside of business hours during the work week. Within 20 hours during weekends and holidays.	Within eight hours or by next business day	Within eight hours or by next business day.

1. Approval


The parties, through their duly authorized representatives, HAVE READ, HAD THE OPPORTUNITY FOR REVIEW BY AN ATTORNEY, AND AGREE TO BE BOUND BY THIS STATEMENT OF WORK, INCLUDING ALL TERMS CONTAINED ON THE PRECEDING PAGES HEREOF AND IN THE PROFESSIONAL SERVICES AGREEMENT, AS OF THE SOW EFFECTIVE DATE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Statement of Work as of the later date set forth below.

FOR Client: Weber County, Utah

_____ Name	_____ Signature
_____ Position	_____ Date

FOR Vendor: Cloud Nine Solutions, LLC

Amy Smith _____ Name	 Amy Smith (Sep 21, 2021 10:52 EDT) _____ Signature
Controller _____ Position	9-21-2021 _____ Date

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WeberCounty_C9_EDOQuickStart_SOW

Final Audit Report

2021-09-21

Created:	2021-09-21
By:	Bradley Hannon (bradley.hanon@pa-group.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAk-58cmcp2jIP0izLpEVbHHbFyTdsb1JL

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-  Document created by Bradley Hannon (bradley.hanon@pa-group.us)
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