



Version 1

**Charlotte County
Board of County Commissioners
Software Service Agreement**

April 2025

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They are hereby acknowledged.



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This SOFTWARE SERVICE AGREEMENT (the "**Agreement**") is made and entered into as of [Date] (the "**Effective Date**"), by and between, Hansen Banner LLC with its primary place of business at 700 Gervais Street, Suite 100, Columbia SC 29210 ("**Hansen**"), and Charlotte County Board of County Commissioners, a political subdivision of the State of Florida, with offices at 18500 Murdock Circle, Port Charlotte, Florida 33948 (the "**Client**"). Client and Hansen shall be referred to below individually as a "**Party**" and together as the "**Parties**."

RECITALS

WHEREAS, Hansen has developed and is the proprietor of the Product.

WHEREAS, Hansen and the Client are parties to a Master Customer Agreement dated February 4, 2014 (2014 Agreement) in which Client licensed Hansen's software and uses it as an on premise solution.

WHEREAS, Client desires to contract for Hansen's new SaaS Product and it is the intention of the Parties to replace the 2014 Agreement with this Software Service Agreement.

WHEREAS, Hansen and the Client now wish to enter into arrangements for the license, support and maintenance of the Product and provision of the Services on the terms and conditions set out in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1 Definitions

Definitions. The terms defined in this clause 1 shall have the meanings indicated herein. Capitalized terms defined in the body of this Agreement or in a separate Schedule shall have the meanings set forth herein or therein.

Acceptable Use Policy has the meaning given to that term in clause 19.1

Acceptance Criteria means the agreed criteria and expected test results in respect of the Product which are to be achieved in the course of the relevant Acceptance Tests as prepared by the Client.

Acceptance Certificate has the meaning given to that term in clause 4.4(a)

Acceptance Tests means the agreed acceptance tests (for user acceptance testing) as prepared by the Client in accordance with clause 4.2 and used to determine whether the Change Request or a deliverable under the Initial SOW, as the case may be, operates in accordance with its requirements.

Additional Services Charge means a charge for Additional Services, calculated either in accordance with Hansen's Standard Rates, or on a fixed-price basis.

Additional Services means any additional services, which are not included in clause 1 of Schedule 4, but which are incorporated into this Agreement using the change control procedures set out in Schedule 3.

Business Day means Monday to Friday inclusive but excluding public holidays in Country / Region of Service as set out in Schedule 1.

Business Hours corresponds to the hours 9:00 AM to 5:00 PM on Business Days.

Change Request means a request for change to the Services by the Client under clause 2.1 of the change control procedures set out in Schedule 3.

Charges means the charges payable by the Client pursuant to this Agreement, calculated and paid in accordance with Schedule 2, and clause 10.

Client Data means the Client's data, including Personal Data that is processed by the System under this Agreement.

Client Materials means any Materials provided by the Client to Hansen under or in connection with this Agreement but excluding the Client Data.

Commencement Date means the date where the Software Service begins operational use.

Confidential Information means all information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) the "Disclosing Party to the Recipient whether before or after the date of this Agreement. For the avoidance of doubt, "Confidential Information" shall include (i) the terms of this Agreement, (ii) all information whether of a technical nature or otherwise relating in any manner to the business or affairs of the Disclosing Party, but excluding Personal Data, as may be communicated to the Receiving Party pursuant to this Agreement, and (iii) all know-how, techniques, methods, processes, ideas, principles and concepts that relate to the Services or any component thereof, which such information shall be considered the Confidential Information of Hansen.

Defect means (a) a failure of the Product to operate as currently implemented; or (b) any errors, deficiencies, omissions, non-conformances, faults, failures, malfunctions, irregularities or other defects in the Product or any other deliverable provided to the Client pursuant to a Change Request.

Detailed Quote means a quote provided by Hansen to the Client in accordance with clause 3.2 of the change control procedures set out in Schedule 3.

Disclosing Party means a party which discloses, communicates or gives access to its information, to the other party.

Government Agency means any government or any governmental, semi-governmental. Administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity

Implementation Services means the initial setup of the System to provide the Software Service, as set out in the Initial SOW.

Implementation Services Charge means the charge payable to Hansen for the provision of the Implementation Services.

Initial Term means the term commencing from the Effective Date and continuing thereafter for the Services Term as specified in Schedule 1.

Initial SOW means the statement of work attached as Schedule 5.

Intellectual Property Rights means any rights of any kind in: (a) inventions, discoveries and novel designs, whether or not registered or registrable as patents or designs, including developments or improvements of equipment, products, technology, processes, methods or techniques; (b) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist; (c) confidential information and trade secrets; (d) trade and service marks (whether registered or unregistered); and (e) designs available on Internet sites.

Law means any common law requirement, statute, regulation, rule, proclamation, order, ordinance, or by-law issued by relevant regulators, whether Commonwealth, State, territorial or local that in any way directly or indirectly relates to this Agreement that are in effect on the Effective Date, as amended, updated or re-enacted from time to time.

Materials means any software, hardware, data, diagrams, specifications, system configurations, plans, items, manuals, documented methodology or process, reports, training materials, user guides and any other materials and documents in whatever form.

Non-Production Environment is used for activities other than live, day-to-day operations. It includes activities such as reporting, testing, staging, and QA (Quality Assurance).

Out of Hours means all hours outside of Business Hours.

Product means the software programs for the Hansen product(s) as specified in Schedule 1, together with any technical information and documentation necessary for the use of such programs, that Hansen grants a right to use to the Client in the performance of Hansen's obligations under the Agreement.

Production Environment is the live, operational setting where the actual data and applications are used by end users. This is the instance where real time data is present and is considered the Client's production environment.

Public Health Event means (a) a pandemic, epidemic, or disease; or (b) an imminent threat of an event described in (a).

Recipient means the party which receives or is given access to Confidential Information from the Disclosing Party.

Related Entity means, in relation to a party, any "related body corporate".

Release shall have the meaning set forth in Schedule 1.

Schedule means a schedule to this Agreement.

Services means (a) the Implementation Services, (b) Software Service, and (c) any other Additional Services incorporated into this Agreement through the change in control processes in Schedule 3.

SLA means Service Level Agreement.

Software Service means: (a) the application, hosting, maintenance and support for the Product provided by Hansen to the Client, as set out in clause 1 of Schedule 4, including any Third Party Software Products; and (b) the support services provided by Hansen to the Client as detailed in Schedule 4;

Software Service Usage Conditions means the usage conditions for the Software Service, as set out in Schedule 1.

Standard Rates means the Standard Rates charges set out in Schedule 2.

Statement of Work or **SOW** means a statement of work for Services entered into between the Parties in accordance with this Agreement.

Supported Version shall have the meaning set forth in Schedule 1.

System means the Product, the hardware, and the Third Party Software Products required by Hansen to run the Product, as Updated and/or modified by Hansen in accordance with clause 3.3, which provides the Software Service.

System Availability shall have the meaning set forth in clause 14.

Third Party Software Products means the third party software and products listed in Schedule 1 that will be supplied by Hansen as a pre-requisite for the Product to operate.

Transition Services means the services described in clause 18.

Term shall mean collectively, the Initial Term and any Additional Terms beyond the Initial Term.

Update means either the installation of Releases of the Product from time to time, or installation of updates to Third Party Software Products from time to time, as the case may be.

Version shall have the meaning set forth in Schedule 1.

2 Term of Agreement

- 2.1 **Commencement.** This Agreement commences on the Effective Date and shall continue at a minimum for the Initial Term, unless terminated earlier in accordance with clause 17.
- 2.2 **Additional Terms.** After the expiration of the Initial Term, this Agreement shall continue for additional one year periods (each an "Additional Term") until terminated by either Party giving to the other Party at least 3 months' prior written notice of termination prior to the end of the then-current term. Any Additional Term:
- (a) is on the same terms as this Agreement;
 - (b) will be subject to the Charges for the relevant Services and Products being adjusted in accordance with clauses 10.5, 10.6, and Schedule 2; and
 - (c) will commence on the day after the expiry of Initial Term or any subsequent Additional Term, as the case may be.

3 Services

- 3.1 **Initial Setup.** In consideration of the payment of the Implementation Services Charge, Hansen will provide the Implementation Services as set out in the Initial SOW, in accordance with the terms of this Agreement. The Client is to perform its obligations as also set out in the Initial SOW, and in accordance with this Agreement.
- 3.2 **Software Service Commencement.** On and from the Commencement Date, Hansen must provide the Software Service (and any Additional Services thereafter), and operate the System in accordance with the terms of this Agreement.
- 3.3 **Updates and Modifications.** In accordance with Schedule 4, Hansen may Update and/or modify the components of the System from time to time provided that such Update and/or modification does not adversely affect the provision of the Services.
- 3.4 **Performance of the Services.** In performing the Services and operating the System, Hansen must:
- (a) Ensure, from the Commencement Date until the Agreement expires or terminates, System Availability in accordance with clause 14;
 - (b) at all times effect and maintain adequate security measures of the System to safeguard the System from any unauthorized access, use or interference;
 - (c) as soon as reasonably possible notify the Client if Hansen becomes reasonably aware of any unauthorized access, use or interference of its System (including any unauthorized access, use or interference of any Client Data or Confidential Information that is stored on the System) and co-operate with the Client in the resolution of any issues arising from such unauthorized access, use or interference in accordance with clause 13;

- (d) not alter, modify or change any Client Data, unless the Client provides its prior written consent to such alteration, modification or change; and
 - (e) comply with the terms of this Agreement.
- 3.5 **Non-exclusivity.** This Agreement is non-exclusive and Hansen may provide such Product and Services to any other person.

4 Acceptance Tests

- 4.1 **Acceptance Testing.** Where applicable, the Client shall test any deliverables provided:
- (a) pursuant to the Initial SOW; or
 - (b) a Change Request;
- in accordance with clause 4.2, Schedule 3 (in the case of a Change Request), and the applicable Acceptance Criteria.
- 4.2 **Performance of Acceptance Tests.** The Client shall be responsible for the preparation of the Acceptance Tests and all necessary acceptance test data for the purposes of conducting the Acceptance Tests. Hansen shall provide all reasonable assistance to the Client to enable it to complete the Acceptance Tests.
- 4.3 **Hansen Participation.** Hansen shall be entitled to observe and, to the extent agreed by the Parties, participate in the Acceptance Tests.
- 4.4 **Acceptance Test Results.** Upon satisfactory completion of the Acceptance Tests, the Client will within two (2) Business Days (or such other period as agreed) provide Hansen with written acknowledgment:
- (a) of acceptance of the deliverable ("**Acceptance Certificate**"); or
 - (b) of rejection of the deliverable, in which case, clause 4.5 will apply.
- 4.5 **Defect Correction.** If the Client rejects a deliverable under clause 4.4(b), then without limiting any other right or remedy, the Client may:
- (a) provide Hansen with a list of Defects and Hansen will, at its own cost, correct the Defects within a reasonable time of receiving the list and provide the corrected deliverable to the Client for a repeat of the Acceptance Tests; or
 - (b) grant a partial acceptance of the deliverable(s), in which case clause 4.7 will apply.
- 4.6 **Deemed Acceptance.** The Client shall be deemed to have accepted the deliverable upon the earlier of:
- (a) the Client issuing an Acceptance Certificate;
 - (b) the deliverable being used in production; or

- (c) 5 Business Days after the completion of the Acceptance Tests.

Partial Acceptance. If the Client partially accepts a deliverable under clause 4.5(b), the Client must notify Hansen of the modifications it considers necessary to enable the deliverable to comply with the Acceptance Criteria such that it meets the Acceptance Criteria. Upon receipt of that notification, the parties shall agree the fixes necessary, the timeframes for resolution of the Defect, and any changes to scope or cost. Upon Hansen implementing the necessary fixes, and the modified deliverable passing the Acceptance Tests the Client must accept the deliverable as modified.

5 Client Obligations and Responsibilities

5.1 Client Obligations and Responsibilities. In addition to those responsibilities noted elsewhere in this Agreement, the Client shall:

- (a) provide its own facilities necessary for accessing the System including:
- (i) network connectivity (lines, usage and labor) to the System from the Client's other systems and any third-party systems that the Client requires an interface to; and
 - (ii) personal computer workstations and connectivity to the Client's network server;
- (b) provide first level support. This includes a knowledgeable user responding to enquiries relating to the use of the Product and the initial investigation of any problems. A knowledgeable user is one who is competent and experienced in using the Product;
- (c) ensure that all passwords and user identifications are kept secure and only those employees of their company that are authorized shall have access to the System;
- (d) be responsible for the support and maintenance of all personal computer work-stations at the Client's premises;
- (e) provide Hansen with timely information on any matter which may materially impact Hansen's ability to provide the Services, including forecast changes in demand or volumes;
- (f) provide a primary point of contact for interaction with Hansen;
- (g) report all problems to Hansen in a reasonably timely manner as defined in Schedule 4;
- (h) provide on-going training to its own employees in how to use the Product. It is expected that the Client will have a person (or persons) who are appropriately skilled in the operational use of the Product to train their own staff; and
- (i) be responsible for management of any third parties that the Client requires to be interfaced to;
- (j) be responsible for all other Client Responsibilities as set out in Schedule 4.

6 Training and Additional Services

- 6.1 **Training.** Where agreed in the Initial SOW, Hansen will provide training as specified in that SOW. Any additional training requested by the Client is an Additional Service and subject to payment of an Additional Charge.
- 6.2 **Additional Services.** The Client may request that Hansen provide it with Additional Services. Any Additional Services will be subject to payment of an Additional Services Charge, and shall be entered into in accordance with the Change Request processes in Schedule 3. The parties may enter one or more SOWs pursuant to the Change Request process during the Term.

7 Right to Access

- 7.1 **Access Grant.** Subject to payment of the recurring Software Service Charges described in Schedule 2, Hansen grants to the Client a non-exclusive, non-transferable, irrevocable, right to access the Product and System in the Territory, in order to utilize the Services for its own internal business activities in the Territory, subject to the Software Service Usage Conditions, for the Term (except where this Agreement is terminated in accordance with clause 17.1).
- 7.2 **Other Restrictions.** Except as permitted by law, the Client will not copy, alter, modify, reverse engineer, decompile, sub-license or reproduce the Product without Hansen's prior written consent or create derivative works of the Product. Except as otherwise permitted herein, in no event shall the Client be permitted, or permit any third party to use the Product or the Services for time-sharing, rental, or service bureau purposes.

8 Ownership of Client Data

- 8.1 **Ownership of Client Data.** Hansen acknowledges that there is no transfer of title to or ownership of Client Data to Hansen and the Client Data will remain the property of the Client.
- 8.2 **Service Improvements.** Hansen may aggregate data and information related to the performance, operation and use of the System to create statistical analyses, to perform benchmarking, to perform research and development, to provide additional services, and to perform other similar activities ("Service Improvements"). Hansen will not incorporate Client Data in Service Improvements in a form that could identify Client or its customers, and Hansen will use appropriate techniques to anonymize Client Data prior to performing Service Improvements. Hansen retains all intellectual property rights in Service Improvements.

9 Ownership of Software and Materials

- 9.1 **Product and the System.** The Client acknowledges that Hansen remains the sole owner of the Product and the System and all Intellectual Property Rights associated with the Product and the System, or Hansen has obtained the necessary licenses and approvals for certain System components to provide the Services in accordance with this Agreement.
- 9.2 **Modifications.** All Intellectual Property Rights in any modifications to the Product shall immediately vest in Hansen.
- 9.3 **Pre-Existing Materials.** The Intellectual Property Rights in the Materials which are pre-existing as at the Effective Date will not be altered or transferred or assigned to either Party merely by virtue of the use of such Materials for the purpose of this Agreement.
- 9.4 **New Material.** The Intellectual Property Rights in the Materials created by Hansen for the purpose of, or in connection with, this Agreement vests in, and is owned by, Hansen.
- 9.5 **Client IPR Warranty.** The Client warrants that Hansen's use of the Client Materials does not infringe the Intellectual Property Rights of any third party.
- 9.6 **Client Materials Usage Grant.** The Client grants to Hansen a royalty-free and non-exclusive right to use any of the Client Materials supplied for the purpose of Hansen's performance of its obligations under this Agreement.
- 9.7 **Hansen IPR Warranty.** Hansen warrants that the Client's use of Hansen's Materials does not infringe the Intellectual Property Rights of any third party.
- 9.8 **Hansen Materials Usage Grant.** Hansen grants to the Client a royalty-free and non-exclusive right to use any of Hansen's Materials supplied for the purpose of the Client's performance of its obligations under this Agreement.
- 9.9 **Intellectual Property Infringement Indemnification.** Hansen shall indemnify, defend, and hold harmless the Client, its officers, employees, and agents from and against any and all third party claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees and costs) arising out of or related to any actual or alleged infringement or misappropriation of any intellectual property right by the Services or any component thereof. Hansen shall have the right to replace or change all or any part of the Services in order to avoid any infringement but shall ensure that the changed or replaced product shall provide the same functionality and performance. The Client shall have the right, but not the obligation, to participate in the defense of any such claim. Hansen shall not settle any such claim without the Client's prior written consent if the settlement imposes any obligation on the Client (other than removal of the infringing software or part thereof), limits the Client's rights, or affects the Client's operations or data. In any matter implicating Client enterprise systems, infrastructure, or sensitive data, the Client shall retain the right to designate or jointly approve legal counsel. Notwithstanding the foregoing, Hansen will have the right to move forward without consent of the Client if Hansen will be at risk of missing a court mandated filing or answer and Client fails to secure a motion of continuance.

- 9.10 **Client IPR Indemnity.** Client shall indemnify Hansen against liabilities, damages, costs and demands, actions, expenses suffered or incurred by Hansen in connection with or arising out of any claim that the use or possession of the Client Materials (including Client Data), in accordance with the terms of this Agreement infringes the Intellectual Property Rights of any third party, provided that Client is given prompt and complete control of such claim, that Hansen does not prejudice Client's defense of such claim, and that Hansen gives Client all reasonable assistance at Client's cost with such claim. The foregoing states the entire liability of Client to Hansen in respect of the infringement of the Intellectual Property Rights of any third party.

10 Charges

- 10.1 **Payment of Charges.** The Client shall pay Hansen the Charges in accordance with this clause 10, and Schedule 2. Charges shall be in the currency set out in Schedule 1.
- 10.2 **Timely Payment.** Subject to clause 10.3 and 10.4, if any invoiced amount payable by Client to Hansen (under the terms of payment set out in Schedule 2) is not paid by the due date for payment which is:
- (a) as detailed in Schedule 2; or
 - (b) in the event of a disputed invoice, where it has been resolved that the invoiced amount ought properly to have been paid by the initial due date, the date which is thirty (30) days from the end of the month in which the resolution was reached,
- Hansen may at its discretion charge the Client interest on the outstanding invoiced amount from the date when the invoiced amount fell due for payment (under the terms of payment set out in Schedule 2) up to and including the date of payment of the invoiced amount, which interest shall be deemed to accrue from day to day and shall be payable together with the invoiced amount and such interest shall be calculated at a rate equal to one and one-half percent (1.5%) per month, or the maximum legal interest rate, whichever is less.
- 10.3 **Disputed Invoices.** If the Client disputes the whole or any portion of an amount claimed in an invoice submitted by Hansen under clause 10.2, the Client must advise Hansen within 30 calendar days of receipt of the invoice, otherwise it shall be deemed that the invoice is accepted. In the event of such dispute the Client shall pay the portion of the amount stated in the invoice which is not in dispute and shall notify Hansen in writing (within 30 days of receipt of the invoice) of the reasons for disputing the remainder of the invoice.
- 10.4 **Taxes.** The Charges and all other amounts due to Hansen as detailed in this Agreement are net amounts to be received by Hansen, exclusive of all taxes, levies, imposts, duties, excise, charges, deductions, withholdings and assessments, however described, imposed by Law or a Government Agency, including without limitation all sales, withholding, goods and services tax, import or export tax, value-added tax, excise and use taxes (collectively, "Taxes") and are not subject to offset or reduction because of any Taxes incurred by the Client or otherwise due as a result of this Agreement. The Client shall be responsible for and shall pay directly, any and all Taxes relating to the performance of this Agreement. Notwithstanding the foregoing, it is acknowledged that Client is tax exempt in the state of Florida and not subject to taxes for services.
- 10.5 **Annual Adjustment.** Each year, on the anniversary of the Effective Date ("Adjustment Date"), the Charges will be increased as described in Schedule 2.

- 10.6 **Developments.** If there are any Additional Services, Hansen may as part of the Detailed Quote to the Client in relation to the development, make provision for an adjustment to the Charges, and any adjustment to the Charges shall be payable on a pro rata basis for the remainder of the then current term.

11 Warranties

11.1 **General Warranty.** Hansen warrants to the Client that:

- (a) All Services will be performed and the Products will be provided:
 - (i) with due care and skill and will be in accordance with a level of skill, prudence and professional expertise generally provided by suppliers of similar services;
 - (ii) so as to minimize (as far as reasonably possible) disruption to the Client's business;
 - (iii) without infringing, directly or indirectly, the Intellectual Property Rights of any other person.
- (b) it has the full capacity and all necessary licenses, permits and consents to enter into and to perform this Agreement.

11.2 **Client Warranty.** The Client warrants that it will fully comply with Hansen's Acceptable Use Policy.

12 Confidentiality

12.1 A Recipient agrees:

- (a) to keep all the Disclosing Party's Confidential Information confidential;
- (b) not to use the Disclosing Party's Confidential Information other than for the purposes of this Agreement;
- (c) not to disclose the Disclosing Party's Confidential Information to any third party without the prior written consent of the Disclosing Party; and
- (d) ensure that all of its employees or subcontractors who receive or have access to the Disclosing Party's Confidential Information observe all of the confidentiality obligations and undertakings in this Agreement.

12.2 Notwithstanding any other provision of this Agreement, a Recipient may disclose the Disclosing Party's Confidential Information:

- (a) to the Recipient's employees and subcontractors who need to know the information in the course of their employment or consultancy for the purpose of enabling the Recipient to fulfil its obligations under this Agreement provided that the Recipient has first made its employees and subcontractors who need to know the information are aware of the:
 - (i) confidential nature of the Confidential Information; and
 - (ii) terms of this Agreement;

- (b) to the extent required by any law applicable to the Recipient or by any authority or regulatory body having jurisdiction over the Recipient (i.e. Florida Sunshine Law); and
 - (c) to the Recipient's related companies, solicitors, auditors, insurers and accountants for the purpose enabling those persons to use the information for the purpose of advising or reporting to the Recipient.
- 12.3 Clause 12.1 does not impose obligations on the Receiving Party in connection with the Disclosing Party's Confidential Information that:
- (a) at the date of this Agreement is publicly available or subsequent to the date of this Agreement becomes publicly available without breach of this Agreement;
 - (b) the Receiving Party obtained from a third party without breach by that third party of any obligation of confidence in connection with that Confidential Information; or
 - (c) was in the Receiving Party's possession (as evidenced by written records) prior to it being disclosed to the Receiving Party by or on behalf of the Disclosing Party.

13 Security

- 13.1 **IT Security Obligations.** Each Party shall maintain an information security program that includes appropriate technical, administrative, and physical safeguards in accordance with good industry practices. In the case of Hansen, such safeguards are as described in its IT Security Handbook, as updated from time to time (**IT Security Measures**).
- 13.2 **IT Security Breach.** Where Hansen becomes reasonably aware that there has been a breach of Hansen's IT Security Measures that results in any unauthorized access to the System (a **Notifiable Incident**), then:
- (a) Hansen shall promptly notify the Client of the Notifiable Incident. Each notification under this section 13.3 must (to the extent then known) include the nature and details of the Notifiable Incident, any remedial action performed by Hansen, and recommendations for any actions to be taken by the Parties.
 - (b) Hansen shall take appropriate remedial action to mitigate and/or remediate the Notifiable Incident; and
 - (c) Hansen and the Client shall meet in good faith to discuss the Notifiable Incident, and agree in writing on the appropriate remedial actions to be performed by the Parties in order to resolve the Notifiable Incident.
- 13.3 Under this Section 13 and for purposes of this Agreement a Notifiable Incident is any breach of IT Security Measures regardless of fault, this includes cyberattacks, hacks and other malicious acts of third parties.

14 System Availability

- 14.1 **General Availability.** Hansen shall use commercially reasonable efforts to ensure an uptime to the level defined in Schedule 1 with regard to the System ("**System Availability**"), excluding during the following periods:
- (a) where Hansen performs Scheduled Maintenance or Unscheduled Maintenance, as further described in clause 14.2;
 - (b) where there that has been a suspension in accordance with clause 19;
 - (c) Where System is unavailable due to factors outside of Hansen's reasonable control, including any Force Majeure event or where Internet access is not available; or
 - (d) Where Client has failed to pay outstanding Charges.
- 14.2 **System Maintenance.** Client acknowledges that from time to time Hansen will need to perform certain maintenance tasks in relation to the System (such as database reorganization, hardware upgrades, data archiving and software Updates) ("**Scheduled Maintenance**"), and during such time the System or certain components of the System may be offline, or may be operating at reduced capacity levels. Hansen will use commercially reasonable efforts to notify Client of System Maintenance with at least 5 Business Days' notice in advance. Supplier will use commercially reasonable efforts to execute the System Maintenance during the period of lowest anticipated system usage. Client further acknowledges that, from time to time Hansen may declare that it must perform unscheduled maintenance on the System (for instance where critical software patching or emergency maintenance must be performed) ("**Unscheduled Maintenance**"). In such an event, Hansen will use its best endeavors to notify Client of the Unscheduled Maintenance with as much notice as possible. Batch windows will be avoided and any impacts not rectified during the maintenance window will follow the 4.2 Service Level Agreements procedures and timings.

15 Employees and Contractors

- 15.1 Each Party agrees that when its staff are present on the premises of the other Party they shall comply with such rules and regulations as are notified to them for the conduct of staff on those premises.
- 15.2 Hansen staff engaged in providing Services shall at all times remain under the direction and control of Hansen, unless where specifically agreed otherwise in advance from time to time, with such agreement to be made by the Parties in writing.

- 15.3 During the Term, and for a period of six (6) months thereafter, neither Party shall on its own behalf or on behalf of any person directly or indirectly entice or endeavor to entice away from the other Party any employee or contractor of such other Party. Notwithstanding the foregoing, either Party may hire any such employee or contractor who independently seeks employment through normal channels or who responds to a general solicitation conducted in the ordinary course of business (such as an advertisement in a trade journal or an independent and non-directed solicitation by a third-party employment recruiter who approaches such employee on a wholly unsolicited basis). In the event a Party does employ any of the other Party's current or former employee or contractor who was at any time during the Term involved in the performance of this Agreement, the Party so hiring shall make payment to the other Party, by way of liquidated damages, an amount equal to the annualized base compensation and benefits at which the hiring Party hired such individual, and shall make the payment therefor to the other Party within thirty (30) calendar days of the date of receipt of the invoice for such payment.
- 15.4 Where during the period specified in clause 15.3 any employee or contractor to whom that clause relates seeks to be employed by the other Party, that other Party shall promptly so advise the first Party.
- 15.5 Hansen will ensure that all of its employees or subcontractors engaged to supply the services under this Agreement shall be suitably qualified for performance of the duties allotted to them.

16 Liability

- 16.1 Each Party acknowledges and agrees that in no event shall either party or any of their officers, directors, employees, shareholders, agents, or representatives be liable to the other Party, any of its affiliates, or any other party for any Indirect or Consequential Losses whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise, arising from or relating to this Agreement even if a party has been notified of the possibility or likelihood of such damages occurring.
- 16.2 For the purposes of clause 16.1, "Indirect or Consequential Losses" means any of the following types of losses:
- (a) loss of revenue;
 - (b) loss of actual or anticipated savings
 - (c) loss of profit;
 - (d) loss of goodwill;
 - (e) lost opportunity;
 - (f) any exemplary, punitive or special damages; or
 - (g) any other similar indirect or consequential losses.
- 16.3 Client warrants that it has not relied on any representations made by Hansen which has not been stated expressly in this Agreement or upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity material produced by Hansen.

- 16.4 Hansen warrants that it has not relied on any representations made by the Client which has not been stated expressly in this Agreement.
- 16.5 Each party acknowledges and agrees that, subject to clause 16.6, in no event will either Party or any of their officers, directors, employees, shareholders, agents, or representatives be liable to the other Party, any of its affiliates, or any other Party for any damages to the other Party, any of its affiliates, or to any third party, whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise, for an amount exceeding the total amount paid by the Client in the 12 month period prior to the date on which such liability arose.
- 16.6 The limitations of liability under clause 16.5, do not apply to the following liabilities:
- (a) liability that the Parties cannot contract out of at law;
 - (b) liability for death or personal injury;
 - (c) liability for infringement of third party Intellectual Property Rights;
 - (d) liability for a breach of Section 12 (Confidentiality)
 - (e) liability for fraud, fraudulent concealment or dishonesty;
 - (f) liability for any grossly negligent act or omission; and
 - (g) liability for any malicious or criminal act or omission.
- 16.7 Where Hansen has lost or corrupted Client Data due to its grossly negligent or willful acts or omissions, Hansen will use its best endeavors to recover the Client Data by restoring the Client Data from the latest backups Hansen is required to keep.
- 16.8 **Cyber Attacks.** In no event shall a Party (Attacked Party) be liable to the other Party for any breaches under section 13 (Privacy and Security) that are solely the result of a 'cyberattack', 'hack' or other intentional data security breach performed by a hostile third-party, provided that the Attacked Party took commercially reasonable measures in line with good industry practices and in line with their IT Security Measures to prevent the breach.

17 Termination

- 17.1 Either Party ("Party A") may by written notice to the other Party ("Party B") terminate this Agreement immediately upon the happening of any of the following events:
- (a) Party B fails to pay an invoiced amount within 90 days of the due date of the invoice;
 - (b) Party B fails to observe or perform any material provision of this Agreement that Party B fails to remedy within thirty (30) days after receiving a written notice from Party A detailing the breach and requesting that it be rectified;
 - (c) Party B commits any act of bankruptcy or insolvency or an order is made for the bankruptcy or winding up of Party B or a resolution is passed for the winding up of Party B otherwise than for the purposes of amalgamation or reconstruction;
 - (d) Party B enters into a compromise arrangement with creditors;
 - (e) a receiver or official manager of Party B or of any material part of its assets, is appointed; and

- (f) a Force Majeure event causes a suspension of a Party's material obligations for a period of more than thirty (30) days.
- 17.2 Termination of this Agreement under clause 17.1 takes effect on the date of receipt by Party B of a notice given under that clause. Any amounts owed under this Agreement up to the point of termination shall be due and payable within 30 days of Hansen providing the Client with a tax invoice.
- 17.3 Termination of the Agreement shall not extinguish or affect:
- (a) any rights of either Party against the other which:
 - (i) accrued prior to the time of termination; or
 - (ii) otherwise relate to or may arise at any future time from any breach or non-observance of obligations under this Agreement which arose prior to the time of termination; or
 - (b) the provisions of this Agreement which by their nature survive termination.

Forthwith upon the termination of this Agreement, all usage rights granted by Hansen shall be terminated, and the Client shall return to Hansen any part of the Product in the possession or control of Client. Each Party shall return to the other Party all Confidential Information and Personal Data in all forms and all copies of the whole or any part thereof in its possession, or, if requested by the other Party, shall destroy the same (in the case of the Product by erasing it from any media on which they are stored) and certify in writing that they have been destroyed. The returned data is provided as an Oracle export on an accessible server (such as an S3 bucket) to allow download of the export. Additional charges for this are a one-time data egress charge of \$0.09 per GB and it is available for one month after termination. Extension past one month incurs an additional \$0.023 per GB per month.

17.4 **Client Data Return and Export Obligations.** After termination or expiration of this Agreement and upon request, Hansen shall, within thirty (30) calendar days, deliver to the Client a complete and current copy of all Client Data in a readily accessible, industry-standard, non-proprietary format (e.g., CSV, XML, or SQL export) suitable for system migration. This data shall be made available at no cost if requested within the thirty-day period. The Client retains full ownership and control over its data at all times, and Hansen shall not restrict, delay, condition, or charge for any lawful Client access to its data. Hansen shall cooperate in good faith to support a smooth transition of data and services as directed by the Client.

18 Transition Services

- 18.1 In addition to the obligations set out in clause 17.4, on the termination or expiration of this Agreement by either Party, Hansen may, subject to clause 18.2, if requested by the Client, provide the Client with such assistance as the Client may reasonably require to facilitate the orderly transfer of the Services provided pursuant to this Agreement to another services provider or to the Client itself.
- 18.2 The Transition Services will be provided by Hansen to the Client, subject to Hansen staff resource availability and on a time and materials basis at the Standard Rates. The Parties will agree a reasonable timetable for transition and costs associated with the transition promptly after notice is given.

18.3 Hansen shall comply with this clause 18 irrespective of the reason for termination of this Agreement, however it is agreed that if Hansen has terminated the Agreement pursuant to clauses 17.1(a)-(e), then Hansen will only be obligated to comply with this clause 18 if the Client pays in advance for any such services requested of Hansen and remedies any outstanding breaches by the Client, where such breaches are capable of being remedied.

19 Acceptable Use Policy

- (a) Hansen Acceptable Use Policy. So as not to impede the proper running and performance of the System, Client agrees to adhere to the Acceptable Use Policy;
- (b) Client must not:
 - (i) use unapproved automated tools, including, but not limited to automated scripts, to extract or manipulate data on the System;
 - (ii) screen scrape data from the System;
 - (iii) use automated bots to extract data from the System;
 - (iv) use or access the System in a way prohibited by Law;
 - (v) use or access the System in a way that could (i) harm the System or (ii) impact System performance; or
 - (vi) participate in excessive execution of datamart reporting.
- (c) Client must only utilize interfaces provided by or approved by Hansen to access the System;
- (d) Hansen reserves the right to suspend any individual user connection or user in breach of this clause 19, with immediate effect, provided that in the event that such suspension takes place, Hansen shall notify the Client as soon as practicable to notify the Client about the event, and to determine, in good faith, how to reinstate the individual user connection or user account.

20 Miscellaneous

- 20.1 **Notices.** Any notice to be given by one Party to the other Party pursuant to this Agreement shall be given in writing in the English language by prepaid registered post, nationally or internationally recognized overnight courier, by email (with a confirmation copy to be sent by nationally or internationally recognized overnight courier, provided that failure to send such confirmation copy shall not prevent the email notice from being effective), or shall be delivered by hand, provided that: (i) any notice given by prepaid registered post shall be deemed to have been received by the addressee, in the absence of proof to the contrary, fourteen (14) days after the date of postage; (ii) any notice given by overnight courier shall be deemed to have been received by the addressee, in the absence of proof to the contrary, the day after such notice was sent; (iii) any notice delivered by hand shall be deemed to have been received by the addressee, in the absence of proof to the contrary, at the time of delivery; (iv) any notice given by email shall be deemed to have been received by the addressee, in the absence of proof to the contrary, immediately upon the transmission of the email to the email address specified in Schedule A; and (v) notices received (whether by post, courier, email or hand) on a day that is not a Business Day or after 5pm on a Business Day, shall be deemed to have been received on the next Business Day. The addresses detailed in Schedule A shall be used for service of all documents and notices relating to this Agreement.
- 20.2 **Force Majeure.** Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement, other than payment of money, arising from any cause(s) beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, terrorism, flood, explosion, civil unrest, industrial dispute of a third party ("Force Majeure Event"). Subject to the Party so delaying promptly notifying the other Party in writing of the reason for the delay and the likely duration of the delay, the performance of the delaying Party's obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists. Each Party shall use all reasonable efforts to avoid the effect of that cause provided that if performance is not resumed within thirty (30) days of that notice, the non-delaying Party affected by the delay shall be entitled to terminate this Agreement. Neither Party shall have any liability to the other Party in respect of the termination of this Agreement as a result of a Force Majeure Event.
- 20.3 **Public Health Force Majeure.** If a Party ("Affected Party") is unable to perform an obligation or exercise a right or power of the Party under this Agreement, other than payment of money, solely as a consequence of a Public Health Event, or compliance with any direction or order by any authority or government body made in connection with a Public Health Event, the Affected Party must promptly give written notice to the other party ("Public Health Event Notice"). The Parties acknowledge and agree that upon valid service of a Public Health Event Notice by an Affected Party to the other Party the time for performance of the obligation or the exercise of the right or power is (a) suspended and ceases to be of the essence in relation to the obligation, right, or power; and (b) postponed by the number of days that the Affected Party is unable to perform an obligation, or exercise a right or power of the Party. An Affected Party must (a) take reasonable steps to minimize the effect of the Public Health Event on the Affected Party's ability to perform obligations, or exercise rights or powers under this Agreement; and (b) when the Affected Party is no longer prevented from performing its obligations, or exercising its rights or powers under this Agreement due to the Public Health Event, promptly (i) give notice to each other Party that the Affected Party is no longer prevented from performing its obligations, or exercising rights or powers under this Agreement due to the Public Health Event; and (ii) re-commence carrying out its obligations under this Agreement.

- 20.4 **No Partnership.** The relationship of Hansen and Client established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.
- 20.5 **Subcontractors.** Hansen may subcontract for the performance of this Agreement or any part of this Agreement, provided that Hansen is fully responsible for its obligations under this Agreement even if it has subcontracted all or any part of such obligations under this clause 20.5.
- 20.6 **Validity and Severability.** If any provision of this Agreement is found or held to be invalid, unlawful or unenforceable, the validity of the other provisions of this Agreement shall not be affected thereby. In such event the Parties shall meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same commercial object as the invalid or unenforceable provision, they shall adopt such means by way of variation of this Agreement.
- 20.7 **Entire Agreement.** This Agreement, including all Schedules, and replaces all prior agreements and arrangements between the Parties and constitutes the entire understanding between the Parties relating to the subject matter of this Agreement. No oral representations, warranties or promises shall be implied as terms of this Agreement unless expressly incorporated herein. Any and all pre-printed terms including any additional or inconsistent terms contained in any Client purchase order are expressly excluded.
- 20.8 **Waiver.** A waiver by either Party of a breach of any term or condition of this Agreement in any one instance shall be in writing and shall not be deemed as a continuing waiver or a waiver of any other or subsequent breach unless the written notice so provides.
- 20.9 **Assignment.** A Party may not assign, sub-license, transfer or otherwise dispose of any rights or sub-contract, transfer, delegate or otherwise dispose of any obligations under this Agreement except with the prior written approval of the other Party. A Party (the "Assignor") may however assign, sub-license, transfer to or otherwise dispose of all of its rights and all of its obligations under this Agreement to any Related Entity, provided that the financial standing and creditworthiness of such Related Entity is not less sound than that of the Assignor; and in the case of Client, provided further that such Related Entity is not a direct competitor of Hansen.
- 20.10 **Governing Law, Disputes.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Florida without reference to the choice of law provisions and conflict of laws principles thereof. Accordingly, any dispute arising out of or having any connection with this Agreement (including one regarding the existence, validity or termination of this Agreement) shall be decided exclusively in accordance with the laws of the State of Florida . The provisions of this clause 20.10 are severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement. The parties expressly agree that the United Nations Convention on Agreements for the International Sale of Goods will not apply to this Agreement. Upon any dispute occurring between the Parties to this document in respect of its interpretation or application, the following provisions are to apply:
- (a) The Parties shall:
- (i) formally refer the dispute to their respective contract mangers for consideration:

- (ii) if the respective contract managers are unable to resolve the dispute after five (5) days (or such other period as is agreed between the Parties) from the date of referral, refer the dispute to the respective chief executive officers of each Party; and
 - (iii) in good faith explore the prospect of resolution.
- (b) If the dispute cannot be settled by negotiation between the Parties or their representatives pursuant to clause 20.10(a) then the dispute must be referred to mediation as follows:
 - (i) the mediator shall be a mediator agreed upon by the Parties;
 - (ii) the Parties shall be jointly responsible for the fees of the mediation and each Party must pay its own costs in respect of it;
 - (iii) the Parties may be legally represented;
 - (iv) the place of mediation shall be at a location agreed upon by the Parties.
- (c) In the event that mediation does not occur within twenty-one (21) days of the mediation being agreed or nominated pursuant to clause 20.10(b) then the dispute may be referred to any court or tribunal having jurisdiction in respect of any such dispute. Nothing in this clause 20.10 shall prevent a Party from seeking urgent equitable relief before an appropriate court.

20.11 Minimum Insurance Requirements. Insurance shall be written by carriers authorized to do business in the State of Florida with a minimum AM Best rating of A- VII. Coverage shall not be canceled, materially altered, or allowed to lapse without thirty (30) days' advance written notice to the Client. Certificates of insurance shall be provided to the Client prior to execution and maintained without interruption through the term of this Agreement. These coverage requirements supersede any vendor standard provisions and may not be waived or reduced without the express written consent of the Client's Risk Manager. Hansen shall, at its sole cost and without limiting its indemnification obligations, maintain in full force and effect the following insurance coverage during the term of this Agreement:

- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate; and
- Cyber Liability Insurance: \$1,000,000 per occurrence; and
- Professional Liability (Errors and Omissions): \$2,000,000 per claim; and
- Workers' Compensation: Statutory limits.

20.12 Marketing. Hansen may use the Client's name and logo to identify the Client as a Hansen customer and user of the System. In addition, the Parties will work together in good faith to produce a press release upon the execution of this agreement and/or the Commencement Date, white papers, case studies, and other marketing materials as mutually agreed upon from time-to-time. Once approved by both Parties, such materials may be used by each Party without payment to the other Party in furtherance of sales and marketing efforts.

20.13 Modern Slavery. Hansen conducts its business, and will provide the Services, in accordance with Hansen's Modern Slavery Policy, which is available on the Hansen's website, and Hansen can provide a copy to Client upon written request. Hansen additionally publishes an annual Modern Slavery Statement, which can also be found on Hansen's website, a copy of which Hansen can provide to Client upon written request.

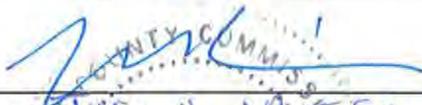
- 20.14 **Changes in Law.** Where there are any changes in Law that may materially impact this Agreement, then the Parties shall agree in good faith on any amendments that may be required to this Agreement.
- 20.15 **Interpretation.** Clause and paragraph headings are inserted for convenience only and shall not be used in the interpretation of associated text.
- 20.16 **Precedence.** The documents comprising this Agreement shall be read in the following order of precedence: (1) the applicable Detailed Quote (or SOW implementing that Detailed Quote, as the case may be) ; then (2) the Initial SOW; then (3) the clauses of this Agreement; then (4) the Schedules. Where any conflict occurs between the provisions contained in two or more of the documents forming this Agreement, the document higher in the order of precedence shall where possible take precedence to resolve such conflict.
- 20.17 **Variation and Change Control Procedure.** The provisions of this Agreement shall not be varied, except by agreement in writing signed by the Parties, except for any Additional Services which may be agreed in accordance with the change control procedures specified in Schedule 3, or where otherwise provided for in the Agreement.
- 20.18 **Survival of Agreement.** Subject to any provision to the contrary, this Agreement shall endure to the benefit of and be binding upon the Parties and their successors, trustees, permitted assigns or receivers but shall not endure to be benefit of any other persons. Clauses 8, 9, 12, 13, 16, 17.3, 17.4, 18, 20.10, and this clause 20.17 survive termination or expiration of this Agreement.
- 20.19 **No Presumption Against Drafter.** Each of the Parties has jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the date first set forth above.

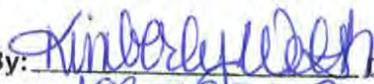
Hansen Banner, LLC

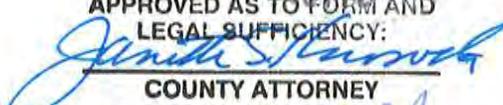
Charlotte County Board of County Commissioners

Signed by:
 By: Robert C Slaton
B10C76D07D2E49C...
 Name (print): Robert C Slaton
 Title: EVP Sales and Account Mgmt Americas
 Date: 7/1/2025

By: 
 Name (print): Joseph M. Elser
 Title: CHAIRMAN
 Date: June 24, 2025

Attest:
 Roger D. Eaton, Clerk of the
 Circuit Court and Ex-officio
 Clerk of the Board of County
 Commissioners

By:  Deputy Clerk
AGR 2025-132

APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY:

 COUNTY ATTORNEY
LR25-0459 DM



Schedule 1. Agreement Particulars

Term	Agreed Position
Country / Region of Service	United States
Territory	USA
Services Term	Five years from the Commencement Date.
Products	Hansen CIS, Hansen Self Service Portal, Hansen Inventory Test
Software Service Usage Conditions	<ul style="list-style-type: none"> • Two (2) AWS environments Production and Non -production. • Production availability 24X7 (except for scheduled outages); and non-production availability on Business Days, 12 hours per day • Disaster Recovery Environment is included
Third Party Software Products	N/A
Currency	Unites States Dollars
Insurance	See Section 20.11 – Insurance Requirements.
System Availability	Hansen shall use commercially reasonable efforts to ensure the following System Availability: 99.5%
Location for Notices: Hansen	Attention: General Counsel Hansen Banner, LLC 74 W. Broad Street, Suite 530, Bethlehem, PA 18018 Email: LegalTeam@hansencx.com
Location for Notices: Client	Attention: Charlotte Couy Board of County Commissioners, 18500 Murdock Circle Port Charlotte, Florida 33948 Email:



Support Contact Details

The following are the details for accessing support for the Software Service.

Hansen contacts:

Name	Title	Contact Details
Marguerite Calabrese	Hansen Account Manager	marguerite.calabrese@hansencx.com +1 734 377 1119
James Yates	Hansen Delivery Manager	james.yates@hansencx.com +1 803 212-8725
Hansen Service Desk		https://hansentechnologies.atlassian.net/servicedesk/customer/portal/57 bannerCISsupport@hansencx.com 1 (866) 251-3809

Client contacts:

Name	Title	Contact Details
Austin Gault	IT Business Analyst	austin.gault@charlottecountyfl.gov 941.764.5515



Schedule 2. Charges

1. Implementation Services Charge

The Implementation Service Charge is as described in the Initial SOW.

2. Recurring Software Service Charge

Item	Product Description	Monthly Charge
Up to 75,000 utility accounts	Hansen CIS, Hansen Self Service Portal (HSSP), Hansen Inventory Test HIT). Software as a Service fees payable monthly in advance.	\$32,000.00
Additional utility accounts	Software as a Service fees payable monthly in arrears based on Active Accounts provided by Client the first business day after month end.	\$0.42 per account

Annual adjustment. In accordance with clause 10.5 of this Agreement, at least 4 months prior to the Adjustment Date, Hansen may provide Client with an updated fee schedule that will apply from the Adjustment Date.

3. Third Party Software Products

Hansen has no control over Third Party Software Products which may be subject to fee change, cancellation, discontinuation or specification change without prior notice to either Hansen or the Client by the provider(s). In the event of any change including (but not limited to) those outlined above, Hansen will promptly notify Client of any changes to the charges, and from when they shall apply.

Hansen will provide update and maintenance services of the Third-Party Software and Products.

4. Additional Services Charge

If Client requests that Hansen perform any Additional Services that are reasonably related to the Services or other services generally provided by Hansen, Hansen shall prepare a Statement of Work. The Statement of Work for Additional Services should be mutually acceptable, reflect the Additional Services to be performed, and contain the pricing along with any other necessary terms.

Travel, accommodation, and reasonable out of pocket expenses incurred for work performed on the Client's premises, and any third party services, shall be on-charged to the Client at cost plus a handling fee of 5%, provided the parties have agreed such expenses prior to the expenses being incurred.

Hansen must provide to the Client, attached to each tax invoice, a copy of substantiating evidence of each expense claim.

5. Terms of Payment

All Charges are invoiced monthly. Payment by the Client shall be made within thirty (30) days from when the invoice is received by the Client. All payments shall be made to Hansen at its address as



notified in writing by Hansen to the Client or made directly to a nominated Hansen bank account.

Schedule 3. Change Control Procedures

1. General.

1.1. The Parties will use this Change Control Procedure for variations to:

- (a) Charges, other than those variations to charges as set out in 10.5 and Schedule 2;
- (b) Services, or where the Client wishes to obtain Additional Services;
- (c) any other procedures Hansen is obligated to provide under this Agreement.

1.2. The Parties will act in good faith and reasonably with respect to this process.

2. Change Request.

2.1. The Client may request (either itself or following a suggestion made by Hansen) that:

- (a) a change be made to a Product or Service being provided by Hansen, or otherwise to this Agreement;
- (b) Hansen develop an enhancement to the Product; or
- (c) Hansen provide an Additional Service.

each a **Change Request**

2.2. Hansen will keep a log of all such Change Requests the Client submits to Hansen. Hansen will maintain this log, showing the status of each Change Request from its generation to final closure. Hansen will make this log available to Client at its request.

2.3. The Client and Hansen must determine by mutual agreement in good faith a priority level for each Change Request to be dealt with.

3. Quote and Impact Analysis

3.1. Subject to clause 3.2 of this Schedule 3, Hansen will conduct a high-level impact analysis of each Change Request at its own cost. Hansen will provide Client with an order of magnitude ("OOM") in relation to this Change Request within the time agreed between the Parties when the Change Request is submitted.

3.2. If the Client wishes for Hansen to provide a detailed Quote for the Change Request, (which includes analysis, functional documentation, and, where applicable, a draft SOW) (a "Detailed Quote"), Hansen will do so once the Client has approved the request in writing, including that if the Client does not then approve the Detailed Quote once provided, that the Client will pay Hansen for the work done to provide the Detailed Quote provided the Client and Hansen have first agreed in writing the cost of preparing the Detailed Quote.

3.3. Where requested as above, Hansen will provide the Client with a Detailed Quote including:



- (a) the charges for performing the requested services as set out in the Change Request;
- (b) an impact analysis report including an impact assessment of any impacts the Change Request will have on other activities; and
- (c) where the Detailed Quote involves the provision of an Additional Service, or where the Parties otherwise agree, a draft SOW.

3.4. It will then be the decision of the Client whether to approve the Detailed Quote.

3.5. Hansen must not commence any work to deliver the Change Request relating to a Detailed Quote until the Client has approved the Detailed Quote in writing (which, in the case of an Additional Service, or where the Parties have otherwise agreed that a draft SOW will be prepared, will only occur when the Parties have executed the SOW).

3.6. In the event that the Client does not proceed with the Change Request, then Hansen will invoice the Client for the agreed fees relating to the analysis work and documentation prepared by Hansen in connection with the preparation of the Detailed Quote.

4. Undertaking the Change Request.

4.1. When the Client has approved a Detailed Quote in accordance with section 3.5 above, Hansen will perform the relevant services in accordance with the Detailed Quote and this Agreement (including, where applicable, in accordance with the SOW)

4.2. Any replacement for, or alteration, Update, upgrade or enhancement to, the Product as a result of a Change Request implemented in accordance with this Schedule 3 will form part of the Product governed by this Agreement.

Schedule 4. Services

From the Commencement Date, provided that Client has paid all applicable Charges set forth in Schedule 2, Hansen shall provide the following services:



Operational Management

ID	Scope
IOS01	<p data-bbox="267 310 440 338">Infrastructure</p> <ul style="list-style-type: none"> <li data-bbox="316 359 1406 457">• Maintain and administer hardware/server infrastructure, troubleshoot and support hardware/server infrastructure, manage utilization and capacity of hardware/servers according to reasonable standards. <li data-bbox="316 478 1435 548">• Maintain and administer server Operating System (OS) configuration, maintain level of Operating System components (e.g., patches, service packs, upgrades). <li data-bbox="316 569 1398 705">• Troubleshoot and support server OS. Maintain and administer software/application configuration, maintain level of software/application with current, new, and updated components (e.g., patches, service packs, upgrades) according to reasonable standards. <li data-bbox="316 726 951 753">• Troubleshoot and support software/application. <li data-bbox="316 774 1430 844">• Hansen provides an outbound data transfer cap of one (1) terabyte cumulative across environments. Any data above this cap will be billed monthly to the Client. <li data-bbox="316 865 1349 934">• Hansen provides an environment with a disk storage cap of one (1) terabyte for Production. Any data storage above this cap will be billed monthly to the Client. <li data-bbox="316 955 1451 1054">• Hansen provides an environment with a disk storage cap of one (1) terabyte for Non-Production. It is noted that, any data storage above this cap will be billed monthly to the Client. <li data-bbox="316 1075 1451 1283">• Hansen provides an environment with a disk storage cap of three (300) gigabyte for the Sandbox environment (including CIS and non-CIS schemas) with additional two (2) terabyte disk storage (for AMI data). It is noted that, any data storage above these caps will be billed monthly to the Client. For this environment, Client will need SQL access and ability to manage non-CIS schemas including import/deleting data for analysis and reporting purposes. <li data-bbox="316 1304 1235 1331">• Overages Pricing (based on 1/16/25 AWS pricing which may change): <ul style="list-style-type: none"> <li data-bbox="407 1352 1097 1379">○ Data Transfer: \$.11 per Gigabyte for Data Transfer <li data-bbox="407 1400 626 1428">○ Disk Storage: <ul style="list-style-type: none"> <li data-bbox="505 1449 951 1476">○ Production: \$0.43 per Gigabyte <li data-bbox="505 1497 1406 1566">○ Non-Production: \$0.18 per Gigabyte (less than Production due to no DR and other backups) <li data-bbox="505 1587 1308 1614">○ Sandbox: \$0.22 per Gigabyte (includes Prod export storage) <li data-bbox="505 1635 984 1663">○ Sandbox-AMI: \$0.13 per Gigabyte
IOS02	<p data-bbox="267 1711 375 1738">Network</p> <ul style="list-style-type: none"> <li data-bbox="316 1759 1179 1787">• Establish 24x7x365 connectivity of the Wide Area Network (WAN) <li data-bbox="316 1808 1451 1877">• Establishment and management of a secure, client specific access to the solution within the data center. <li data-bbox="316 1898 1422 1967">• Maintenance of the Hansen portion of any VPN connections between Hansen and the Client.



ID	Scope
IOS03	<p data-bbox="277 247 613 279">Performance and Capacity</p> <ul data-bbox="321 296 1458 781" style="list-style-type: none"><li data-bbox="321 296 1312 327">• Maintain capacity plan based on requirements (e.g., users, new apps, etc.).<li data-bbox="321 348 1052 380">• Perform trend analysis as input to capacity forecasting.<li data-bbox="321 401 1203 432">• Scale system as required to meet SLAs (service level agreements).<li data-bbox="321 453 1458 516">• Monitor online performance of all in-scope environments and take appropriate action to address performance issues.<li data-bbox="321 537 727 569">• Perform performance tuning.<li data-bbox="321 590 997 621">• Monitor, manage, and report system performance.<li data-bbox="321 642 1052 674">• Monitor, manage, and report on the system availability.<li data-bbox="321 695 1370 726">• Analyse performance related incidents to identify factors impacting performance.<li data-bbox="321 747 1101 779">• Provide recommendations to improve system performance.



ID	Scope
IOS04	<p data-bbox="277 254 399 281">Database</p> <ul data-bbox="321 302 1451 1451" style="list-style-type: none"><li data-bbox="321 302 1451 436">• Total of three (3) environments with one (1) Production (including Reporting environment), one (1) Non-Production, and one (1) Sandbox environment is maintained. Additional temporary environments can be requested for additional fees agreed upon by Hansen and the Client.<li data-bbox="321 457 1003 485">• Manage and administer the database environment.<li data-bbox="321 506 1451 611">• Maintain and administer the database and object configuration, manage utilization and capacity of the database according to reasonable standards, troubleshoot and support the database.<li data-bbox="321 632 1451 695">• Receive and evaluate manufacturer provided DBMS patches, updates, upgrades, and prioritize as appropriate for implementation within documented time periods.<li data-bbox="321 716 1386 779">• Perform database object and software tuning consistent with current maintenance program.<li data-bbox="321 800 1451 863">• Provide a continuous update model for application patches/enhancements to eliminate need for major upgrades.<li data-bbox="321 884 971 911">• Perform database startup/shutdown procedures.<li data-bbox="321 932 1349 959">• Maintain database on vendor supported versions during the contracted period.<li data-bbox="321 980 1013 1008">• Manage and monitor file maintenance requirements.<li data-bbox="321 1029 818 1056">• Perform database capacity planning.<li data-bbox="321 1077 634 1104">• Apply object updates.<li data-bbox="321 1125 834 1152">• Implement minor technology updates.<li data-bbox="321 1173 1089 1201">• Provide system maintenance scheduling and coordination.<li data-bbox="321 1222 1398 1327">• Perform weekly refreshes of the Non-Production Environments from the Production Environment to include all relevant object updates (e.g., data, applications, etc.).<li data-bbox="321 1348 1451 1451">• Perform daily (5 times a week) refreshes of the Sandbox Environment from the Production Environment to include all relevant object updates (e.g., data, applications, etc.) for the CIS schemas. Non-CIS schemas should not be disturbed,



ID	Scope
IOS05	<p>Application</p> <ul style="list-style-type: none"> • Document Change Control process with applicable approvals for any change promoted to production. • Apply code patches for application software. • Release planning and deployment is agreed upon between Hansen and Client (e.g., Dev, Prod.). • Hansen is responsible for applying all baseline code and all Production code deployment. Maintain currency of all baseline training related documentation with each new release. • Client specific documentation is the Client's responsibility. Provision of a 24 x 7 mechanism for the logging of faults and queries. • Hansen will be responsible for the maintenance of User Interface related configurations.
IOS06	<p>Backup and Recovery</p> <ul style="list-style-type: none"> • Storage of live data for the term of the agreement, five (5) years. • Schedule, perform and monitor backups at defined intervals. • Perform data restore / data recovery once a year. • Manage and support the backup hardware library platforms. • Maintain and support backup subsystem software components on servers (e.g., patches and software upgrades). • Coordinate off-site storage functions (authorization lists, audits, etc.). Provide a replicated system architecture in a geographically disparate disaster recover environment. • Collect metrics: produce reports on backup timeliness, success rate, missed files, restore requests, and restore timing. Metrics can be provided upon request. • Regular backups and offsite storage of production data and associated Product databases in accordance with good industry practice. • Hansen will implement a backup policy that protects against loss or interference of any of the Client Data by taking backup copies of all system information, software, and system images necessary to recover the complete system in the event of a disaster and regularly testing restoration procedures to ensure backup arrangements meet these data recovery requirements.



ID	Scope
IOS07	Security <ul style="list-style-type: none"> • Implement security administration requests in accordance with approved client processes. • Provide overall application security, maintenance, and administration. • Maintain and support firewall subsystem software components (e.g., patches and software upgrades). • Hansen requires all 3rd party payment vendors to be maintain PCI-DSS (Payment Card Industry) compliance. • Manage environments using MSOC (Managed Security Operations Centre) & Firewalls.
IOS08	Operational Oversight <ul style="list-style-type: none"> • Hansen will provide operational oversight and serve as the escalation point for operational issues. • Hansen Service Desk platform will serve as the system of record for operational tasks to be performed by Hansen or by the Client.

Continuous Monitoring Services

ID	Scope
IMS01	Network <ul style="list-style-type: none"> • 24x7x365 monitoring of the Wide Area Network (WAN) Notification to designated client representative(s) of service interruption.
IMS02	Security Monitoring <ul style="list-style-type: none"> • Report security incidents that impact the client and other vendors whose services are provided in the same operating environment as the services provided in this Addendum. • Monitor virus/security alerts and vulnerabilities from manufacturers and determine appropriate action per procedure.
IMS03	Application Monitoring <ul style="list-style-type: none"> • Hansen monitors the CIS application, Hansen Integration Framework, Hansen Self Service Portal, and Hansen Inventory Tester Portal for CPU, memory, and disk performance.



ID	Scope
IMS04	<p>Batch Monitoring</p> <ul style="list-style-type: none"> • The execution of the daily batch to ensure completion of each step and the overall completion occurs before the start of business the next day. This includes the completion of each job (programs and Interfaces as well as any scripts). • Management is done through Hansen CIS's Batch Scheduler (interface/file delivery, batch processing completion and report availability). • Hansen monitors and provides notification of any incidents and resolutions.
IMS05	<p>Monitoring Oversight</p> <ul style="list-style-type: none"> • Hansen provides monitoring oversight and serves as the escalation point for monitoring related issues and communication to the Client. • Hansen Service Desk platform serves as the system of record for any issues identified from the monitoring tasks performed by Hansen or by the Client. • Hansen and Client contacts will be identified to be included in all system notifications and any escalations.

Customer Support Services

ID	Scope
ICS01	<p>Issue Management</p> <ul style="list-style-type: none"> • Hansen Service Desk platform serves as the system of record for recording and tracking application and infrastructure related issues. • Hansen addresses tickets based on their Severity Level • Hansen performs triage on any reported issues to determine root cause • Hansen determines an appropriate resolution to reported issues and provide a release plan to provide correction to Client for testing. • Hansen internally verifies the resolution to the reported issues in a "base configured" internal environment. • Hansen deploys corrections to a Non-Production Environment as part of a monthly update process. • Hansen deploys the correction in the Non-Production Environment prior to informing Client that the environment has been updated. • Once Hansen receives approval, Hansen will deploy the correction to the Production Environment. • Hansen provides deployment verifications after the Non-Production or Production Environments have been updated.



ID	Scope
ICS02	<p>Operations Management</p> <ul style="list-style-type: none"> • Hansen Service Desk platform serves as the system of record for recording and tracking application as well as infrastructure related Operations tasks. • Hansen and Client will agree on a set of Operational tasks to be performed on a regularly agreed upon schedule. • Request for additional Operations tasks will be reviewed by Hansen to determine proper ownership and timing. • Hansen confirms the completion of each Operational tasks through the Hansen Service Desk platform. • Hansen liaisons with the Client's nominated staff in relation to Operations management.
ICS03	<p>Update Management</p> <ul style="list-style-type: none"> • Hansen notifies the Client of the monthly hot fix release schedule. This monthly release will include hot fixes made to the system and will be scheduled monthly on an as-needed basis. • Hansen notifies the Client of the quarterly release schedule. The quarterly release will include product enhancement along with prior monthly hot fix releases. • Hansen provides Release Notes with each monthly and quarterly release. • Hansen deploys updates to a Non-Production Environment and perform deployment verifications prior to turning the Non-Production Environment over to Client for acceptance. • Once Client approves change to be applied to Production, Hansen will deploy update to Production and perform deployment verifications prior to turning the Production Environment over to Client for acceptance.
ICS04	<p>Customer Support Services Oversight</p> <ul style="list-style-type: none"> • Hansen provides monitoring oversight and serve as the escalation point for Customer Support Services related issues. • Hansen Service Desk platform serves as the system if record for Customer Support Services tasks to be performed by Hansen or by the Client.



Annual Services

ID	Scope
IAS01	Disaster Recovery Test <ul style="list-style-type: none">• Conduct annual testing of the Disaster Recovery (DR) solution and provide detailed results.• Switch over to a DR environment when a DR event is called. A DR Event will be called, with prior consultation and written approval by the Client.• DR Recovery Time Objective (RTO) of 4 hours, and DR Recovery Point Objective (RPO) of 1 hour
IAS02	Penetration Test <ul style="list-style-type: none">• Hansen performs an annual penetration test on either a similar environment as the Client (same architecture and application version) or on the Client's environment.• Penetration test will be performed by 3rd party and results of test will be shared with Client once Hansen has reviewed and determine any actions needed to address identified deficiencies.
IAS03	Annual Services Oversight <ul style="list-style-type: none">• Hansen provides annual service oversight and serve as the escalation point for annual service-related issues.• Hansen Service Desk platform serves as the system of record for Annual service tasks to be performed by Hansen or by the Client.



4.1 Out of Scope

Anything not specifically detailed as in scope shall be considered out of scope in regard to SaaS Operational Services. For clarity, the table below describes the scope of work that will not be provided:

ID	Scope Exclusions
EXC01	The correction of issues that reside within a 3 rd party application. Hansen will track 3 rd party issues within the Jira platform but the responsibility for addressing issues is with the 3 rd party.
EXC02	Any software used to access the Hansen CIS application suite should be up to date according to the support schedule set forth by the software vendor.
EXC04	Issues arising from electrical failures, internet connection problems, or data issues deemed to be under the Client's exclusive control and responsibility, including but not limited to data input and output, which are outside the scope of this Addendum.



4.2 Service Level Agreements

The table below outlines the Service Level Agreements that are provided by Hansen related to SaaS Operational Services. In the event an assumption proves to be incorrect or requires changing, Hansen will continue to provide the services described under this Addendum, but the parties will meet and will follow the agreed change management process to ensure that the scope and assumptions are updated.

ID	Description
SLA01	<p>Issue Management</p> <p><u>Severity 1</u></p> <p><u>Criteria:</u></p> <ul style="list-style-type: none"> ▪ Production Environment is down. ▪ The application is non-operational, and users cannot access the system. ▪ Critical Business Impact with no alternative. <p><u>Requirements:</u></p> <ul style="list-style-type: none"> • Applicable to HansenCIS only • Production Environment only • A client representative must be available until resolution. • Immediate system update is approved. <p><u>Response Target: 1 Hour</u></p> <ul style="list-style-type: none"> • 24x7 response window • A response acknowledging the issue has been received. • Assignment of the issue has been coordinated. <p><u>Communication:</u></p> <ul style="list-style-type: none"> ▪ Hourly updates are provided to the client point of contact via email. <p><u>Resolution Target: <24 Hours</u></p> <p>A Severity 1 defect will be considered resolved where one of the following conditions are met:</p> <ul style="list-style-type: none"> ▪ Closing the issue following provision of an agreed upon resolution. ▪ Closing the issue due to being unable to reproduce the problem. ▪ Closing the issue due to not being covered by this Addendum. ▪ Providing a workaround leading to a reclassification of the severity ▪ Reclassification of the issue severity <p><u>Deployment:</u></p> <ul style="list-style-type: none"> ▪ Immediately upon resolution



ID	Description
SLA02	<p data-bbox="267 262 511 294"><u>Issue Management</u></p> <p data-bbox="267 367 511 399"><u>Severity 2 - Hot Fix</u></p> <p data-bbox="267 472 373 504"><u>Criteria:</u></p> <ul data-bbox="316 525 1356 703" style="list-style-type: none">• <u>Critical Business Impact with no alternative.</u>• <u>Important System features are unavailable with no feasible workaround</u>• <u>Framework issues due to security</u>• <u>Framework issues leading to severe degradation of performance outside SLA09</u> <p data-bbox="267 724 446 756"><u>Requirements:</u></p> <ul data-bbox="316 777 1063 913" style="list-style-type: none">• <u>Applicable to Hansen CIS only</u>• <u>Production Environment only</u>• <u>A client representative must be available until resolution.</u>• <u>Immediate system update is approved.</u> <p data-bbox="267 934 592 966"><u>Response Target: 2 Hours</u></p> <ul data-bbox="316 987 1063 1123" style="list-style-type: none">• <u>24x7 response window</u>• <u>A response acknowledging the issue has been received.</u>• <u>Assignment of the issue has been coordinated.</u> <p data-bbox="267 1144 470 1176"><u>Communication:</u></p> <ul data-bbox="316 1197 1477 1270" style="list-style-type: none">• <u>Routine status updates are provided in the associated ticket via the Hansen Service Desk application.</u> <p data-bbox="267 1302 625 1333"><u>Resolution Target: 24 Hours</u></p> <p data-bbox="267 1354 1388 1386"><u>A Severity 2 Hot Fix issue will be considered resolved where one of the following conditions are met:</u></p> <ul data-bbox="316 1417 1209 1585" style="list-style-type: none">• <u>Closing the incident following provision of an agreed upon resolution.</u>• <u>Providing a workaround leading to a re-classification of the severity.</u>• <u>Reclassifying as a lower-level severity.</u>• <u>Continuing to provide support until a resolution is found</u> <p data-bbox="267 1617 406 1648"><u>Deployment:</u></p> <p data-bbox="267 1669 609 1701"><u>Immediately upon resolution</u></p>



ID	Description
SLA03	<p data-bbox="264 262 506 296">Issue Management</p> <p data-bbox="264 315 396 348"><u>Severity 2</u></p> <p data-bbox="264 367 367 401"><u>Criteria:</u></p> <ul data-bbox="313 420 1354 537" style="list-style-type: none"><li data-bbox="313 420 1203 453">▪ The Software is operational with functional limitations or restrictions.<li data-bbox="313 470 1354 537">▪ There is an impact on the Client's productivity with a workaround that allows the continuation of normal business processes. <p data-bbox="264 556 594 590"><u>Response Target: 2 Hours</u></p> <ul data-bbox="313 609 1062 747" style="list-style-type: none"><li data-bbox="313 609 672 642">▪ Standard business hours<li data-bbox="313 659 1062 693">▪ A response acknowledging the issue has been received.<li data-bbox="313 709 943 743">▪ Assignment of the issue has been coordinated. <p data-bbox="264 766 472 800"><u>Communication:</u></p> <ul data-bbox="313 819 1474 886" style="list-style-type: none"><li data-bbox="313 819 1474 886">▪ Routine status updates are provided in the associated ticket via the Hansen Service Desk application. <p data-bbox="264 905 716 938"><u>Resolution Target: 5 Business Days</u></p> <p data-bbox="264 957 1318 991">A Severity 2 defect will be considered resolved where one of the following conditions are met:</p> <ul data-bbox="313 1010 1214 1295" style="list-style-type: none"><li data-bbox="313 1010 1214 1043">▪ Closing the incident following provision of an agreed upon resolution.<li data-bbox="313 1060 1192 1094">▪ Closing the incident due to being unable to reproduce the problem.<li data-bbox="313 1110 1187 1144">▪ Closing the incident due to it being not covered by this Addendum.<li data-bbox="313 1161 1198 1194">▪ Providing a workaround leading to a re-classification of the severity.<li data-bbox="313 1211 834 1245">▪ Reclassifying as a lower-level severity.<li data-bbox="313 1262 1052 1295">▪ Continuing to provide support until a resolution is found. <p data-bbox="264 1314 423 1348"><u>Deployment:</u></p> <ul data-bbox="313 1367 753 1442" style="list-style-type: none"><li data-bbox="313 1367 753 1400">▪ Immediately upon resolution; or<li data-bbox="313 1417 602 1451">▪ Next patch release.



ID	Description
SLA04	<p data-bbox="267 262 511 294">Issue Management</p> <p data-bbox="267 315 381 346"><u>Severity 3</u></p> <p data-bbox="267 367 365 399"><u>Criteria:</u></p> <ul data-bbox="316 409 1477 640" style="list-style-type: none"> <li data-bbox="316 409 1477 483">▪ The Software is operational with functional limitations or restrictions that have a moderate impact on the functionality of the application. <li data-bbox="316 493 925 535">▪ The application remains usable by all groups. <li data-bbox="316 546 1112 588">▪ A defect exists for which there is an acceptable workaround. <li data-bbox="316 598 795 640">▪ No significant delays in production. <p data-bbox="267 651 568 682"><u>Response Target:</u> 4 Hours</p> <ul data-bbox="316 703 1063 787" style="list-style-type: none"> <li data-bbox="316 703 1063 745">▪ A response acknowledging the issue has been received. <li data-bbox="316 756 941 787">▪ Assignment of the issue has been coordinated. <p data-bbox="267 808 454 840"><u>Communication:</u></p> <ul data-bbox="316 850 1429 924" style="list-style-type: none"> <li data-bbox="316 850 1429 924">▪ Routine status updates are provided in the associated ticket via the Jira Service Desk application. <p data-bbox="267 934 795 976"><u>Resolution Target:</u> Standard Release Schedule</p> <p data-bbox="267 987 1323 1018">A Severity 3 defect will be considered resolved where one of the following conditions are met:</p> <ul data-bbox="316 1039 1282 1228" style="list-style-type: none"> <li data-bbox="316 1039 1031 1071">▪ Closing the incident following provision of a resolution. <li data-bbox="316 1081 1193 1123">▪ Closing the incident due to being unable to reproduce the problem. <li data-bbox="316 1134 1185 1176">▪ Closing the incident due to it being not covered by this Addendum. <li data-bbox="316 1186 1282 1228">▪ Closing the incident as being corrected in a future Release of the Product. <p data-bbox="267 1239 414 1270"><u>Deployment:</u></p> <ul data-bbox="316 1291 714 1323" style="list-style-type: none"> <li data-bbox="316 1291 714 1323">▪ Standard Release Schedule.



ID	Description
SLA05	<p>Issue Management</p> <p><u>Severity 4</u></p> <p><u>Criteria:</u></p> <ul style="list-style-type: none"> ▪ The application is operational with the issue having little or no impact on system operations. ▪ Includes documentation errors or defects of a minor or cosmetic nature. ▪ No significant delays in production. <p><u>Response Target: 8 Hours</u></p> <ul style="list-style-type: none"> ▪ A response acknowledging the issue has been received. ▪ Assignment of the issue has been coordinated. <p><u>Communication:</u></p> <ul style="list-style-type: none"> ▪ Routine status updates are provided in the associated ticket via the Jira Service Desk application. <p><u>Resolution Target: Standard Release Schedule</u></p> <p>A Severity 4 issue will be considered resolved where one of the following conditions are met:</p> <ul style="list-style-type: none"> ▪ Closing the issue following provision of a resolution. ▪ Closing the issue due to being unable to reproduce the problem. ▪ Closing the issue due to it being not covered by this Agreement. ▪ Closing the issue as being corrected in a future Release of the Product. <p><u>Deployment:</u></p> <ul style="list-style-type: none"> ▪ Standard Release Schedule
SLA06	<p>Operations Management</p> <p>Percent of requests initiated by Client and sent to Hansen that are completed within 8 business hours.</p> <p>Target: 95%</p>
SLA07	<p>Systems Availability</p> <p>The Hansen CIS application will remain available, excluding:</p> <ul style="list-style-type: none"> • Scheduled maintenance • Mandatory system updates <p>This will be measured by the number of minutes in the monthly period minus exclusion time, divided by the total number of minutes in the reporting period.</p> <p><u>Calculation:</u> $((\text{total-exclusion})/\text{total}) * 100 = \text{Target}\%$</p> <p>Target: 99.5%</p>



ID	Description
SLA08	<p>Update Management</p> <p>Measurement of time between when Client approves an update being applied to Non-Production or Production and when Hansen returns the environment to Client for verification.</p> <p>Target Non-Production: 2 Business Days</p> <p>Target Production: 2 business hours; maintenance window; or agreed upon schedule</p>
SLA09	<p>Application Response Time</p> <p><u>Metric Definitions</u></p> <p>Update Transaction</p> <ul style="list-style-type: none"> ▪ Any transaction made via the Hansen CIS application that modifies existing records within the database <p>Query Transaction</p> <ul style="list-style-type: none"> ▪ A query transaction is a selection of data via the Hansen CIS application utilizing a defined index. <p><u>Metric Targets</u></p> <ul style="list-style-type: none"> ▪ Achieve an average of 90% of all Update Transactions in under 2 seconds during peak usage. ▪ Achieve an average of 99% of all Update Transactions in under 5 seconds during peak usage. ▪ Achieve 100% of single screen Query Transactions in under 2 seconds during peak usage. <p><u>Metric Verification</u></p> <p>All metric targets will be verified from a demarcation point external to The City's private network and within the designated hosted region. This ensures that the verification processes are conducted within a consistent and controlled environment. Additionally, the verification will include potential network latency to ensure accuracy and reliability of the metrics.</p>

4.3 Delivery Management Issue Review

Hansen will conduct a review of the open issues when the number of open issues exceeds ten (10) unresolved issues. This review will be scheduled and conducted by either the Support Manager or Delivery Manager assigned to the Client.



4.4 Service Level Agreement Annual Review

Hansen will review the Service Level Agreement performance annually or on a periodic basis as agreed upon by both parties. The review will be led by the Delivery and Account Manager and shall include:

- Discussion and resolution of any issues that may arise under an SLA;
- Service delivery since last review;
- Major deviations from service targets;
- Negotiation of proposed changes to the SLA; and
- Resolve concerns about service delivery.

The review mechanism includes an escalation procedure under which any unresolved issues are escalated for immediate resolution. Disagreements shall initially be handled by means of following escalation provision detailed below.



4.5 Escalation

In the unlikely event the Client needs to escalate an issue beyond the Support Analyst, the escalation path is as follows:

- Support Analyst
- Support Manager
- Manager of Service Delivery
- Account Manager
- General Manager

4.6 Post Incident Report Process

The following are Issues that trigger a Lessons Learned review:

- Severity 1 issue
- Missed SLA

The Hansen Issue Lessons Learned process includes the following:

- Root cause analysis
- Triage through issue resolution review
- Timeline of significant activity
- Lessons learned and next steps
- Post-incident report delivered to the Client

4.7 Support Hours

Hansen standard business hours are from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday (excluding Holidays.)

After-hours, on-call support is available upon request and will be billed at current rates. *

*Per existing standard support, any Sev 1 or Sev 2 hotfix is automatically answered after hours and will not have charges associated with those services.



4.8 Holidays

Response to requests other than Severity 1 may be delayed up to 24 hours during holidays observed by Hansen as outlined below:

US Holiday	Approximate Date
New Years Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Years' Eve	December 31

*If a holiday falls on a weekend, it will be observed the following Monday.



Schedule 5. Initial SOW

Version 1

Charlotte County Utilities Statement of Work

**Hansen CIS / HIT / HSSP Implementation
Reference ID | BSOW-336**



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21 Introduction and Overview

This Statement of Work ("SOW") between the Charlotte County Board of County Commissioners ("Charlotte County Utilities" or "Client") whose registered office is at 18500 Murdock Circle, Port Charlotte, Florida, 33948 and Hansen Banner, LLC whose primary place of business is 700 Gervais Street, Suite 100, Columbia, SC 29210 ("Hansen") describes the respective obligations of the Parties for services to be provided by Hansen as described in this SOW (the "Services") and is entered into pursuant to the Master Customer Agreement entered into between the parties with effective date of February 4, 2014 (the "Agreement").

This SOW provides details on the activities required to implement Hansen CIS, Hansen Self Service Portal, and Hansen Inventory Test in a Software as a Service ("SaaS") deployment model over a 13-month time period. It is intended to provide details not only on the tasks that need to be performed, but also to outline the responsibilities of Hansen and Charlotte County Utilities to ensure a successful implementation.

The timeline of this implementation project is estimated at 13 months to go-live. There will be a one-month heightened support time period after go-live. An initial project schedule has been provided and will be updated and finalized as part of the Project Initiation.



22 Guiding Principles

To stay on time and on budget the parties agree to the following guiding principles:

ID	Description
GP01	Base first approach. The Charlotte County Utilities will work toward utilizing the base functionality of Hansen CIS and not require modifications to the core application capabilities. The means to achieve this to use configurations and extension to avoid change Hansen CIS core code. New terminology is that a configuration is strictly a change to metadata or rules; whereas, an extension is any configuration change that also requires business logic. The extension can be done in a way that you're extending the functionality of the product and not changing core code.
GP02	Proper staffing of implementation project. Charlotte County Utilities will have their subject matter experts available for tasks outlined in this SOW. The Charlotte County Utilities recognizes that without access to key personnel the timing of activities will be impacted which could result in change in project timeline and cost.
GP03	Quick decisions. Decisions will be made in a timely fashion with a standard goal of (10) ten calendar Days. Any decision that requires additional time, must be mutually agreed to by all parties.
GP04	Work Collaboratively. Hansen and the Charlotte County Utilities commit to working in a collaborative manner and view this project as a partnership rather than a traditional vendor / client relationship.

23 Scope of Work

23.1 In Scope

ID	Scope
ISC01	<p>Project Initiation – Hansen will prepare project documentation, working with the Client Project Manager to finalize the initial project schedule and associated staffing plan, set up project accounting and reporting procedures, develop technical environment plans, and conduct a project planning review meeting with Client management. This phase of the project will culminate with the Project Kick-off meeting led by the Client Project Manager with participation from the Hansen project team.</p> <p><u>Completion Criteria:</u> This scope item is complete when the following tasks are complete as agreed by Hansen and Client.</p> <ul style="list-style-type: none"> • Project Plan Developed and Approved • Project Team Confirmed and Contact Information Distributed • Kick-Off Preparation and Meeting • Training Needs Questionnaire Assessment <p><u>Acceptance Type:</u> Document</p>



ID	Scope
ISC02	<p>Target Release Installs – Hansen will install, configure, and verify on AWS/SaaS, up to three (3) instances of the Baseline Component System of Hansen CIS as 1) non-production, 2) production, and 3) sandbox.</p> <p><u>Non-Production Environments (Usage)</u></p> <ul style="list-style-type: none"> • Training • Workshop • Rules and Validations (R&V) • Integration/Configuration testing prior to UAT <p><u>Production Environment (Usage)</u></p> <ul style="list-style-type: none"> • Reporting Database • Data Migration • User Acceptance Testing • Mock Go-Live • Go-Live <p><u>Sandbox Environment (Usage)</u></p> <ul style="list-style-type: none"> • Daily (5 times a week) replication from Production. This will refresh the CIS schemas only. • Client SQL access and ability to import non-CIS schema data for analysis and reporting purposes. • Interval Meter Data Storage • Pricing for the Sandbox is included in the SaaS Software Service Agreement <p><u>Completion Criteria:</u> This scope item is complete when Hansen completes the initial configuration of each environment, verifies all components have been properly configured and send confirmation that the environment is complete and made available to the Client.</p> <p><u>Acceptance Type:</u> Software</p>



ID	Scope
ISC03	<p>Application Training - Hansen will lead application core team training sessions and technical overview training sessions, on the Client site, covering the necessary application and technical training topics for Hansen CIS, Hansen Self Service Portal (HSSP) and Hansen Inventory Test (HIT). Hansen uses the train-the-trainer approach where the CCU training lead and some trainers are part of this core team training. These CCU trainers then develop the training plan and execute the training for the rest of the CCU users.</p> <p>All class sizes not to exceed 15 users.</p> <p>CIS Technical Overview Training</p> <ul style="list-style-type: none"> • Class size not to exceed 15 users. • Technical overview training includes the following components. <ul style="list-style-type: none"> ○ Hansen Integration Framework (HIF) ○ Hansen Business Intelligence (HBI) ○ Auditing ○ Security <p><u>Completion Criteria:</u> This scope item is complete when each training session is complete based on the standard agendas. All system gaps identify during these sessions that cannot utilize the baseline application, will be recorded for further evaluation.</p> <p><u>Acceptance Type:</u> Document</p>



ID	Scope
ISC04	<p>Configuration Workshops and Consulting - Hansen will conduct an onsite Rules and Vals (R&V) Configuration Workshop and User Interface Configuration Workshop to assist in defining and recording the Clients initial configuration. These workshops will allow the Client to review Hansen CIS standard configuration and to identify areas requiring configuration changes based on Client's business requirements.</p> <p>Hansen will itemize requested changes resulting from the workshops and return a finalized configuration change listing.</p> <p>Standard Workshops included are:</p> <ul style="list-style-type: none"> • Rules and Validation Workshop <ul style="list-style-type: none"> ○ This workshop will document Rule and Validations not defined during Application training and/or Baseline Business Process Mapping Workshop • Native Bill Presentment Workshop <ul style="list-style-type: none"> ○ This workshop will assist the customer in defining the configuration of the Hansen CIS Native Bill Presentment to produce bills from the application. • UI Configuration Workshops <ul style="list-style-type: none"> ○ Hansen will implement the initial configuration of Hansen CIS and will be responsible for maintaining (update, add, delete) configuration during the implementation project. • Hansen Self Service Portal Workshop <ul style="list-style-type: none"> ○ This workshop will define the layout and data elements that will be presented within the customer facing portal. • Hansen Inventory Test Workshop <ul style="list-style-type: none"> ○ This workshop will define the configuration requirements, user access and workflows. • Reporting Analytics Bill Presentment Consulting <ul style="list-style-type: none"> ○ Hansen consulting to assist Client in configuring the Native Bill Presentment to setup the different types of bills the Client generates. Estimated on the average where clients will have 5 core bill variations. We will review one bill type during the workshop to guide CCU through the transformation rules. The remaining 4 are delivered by CCU with Hansen support/guidance <p><u>Completion Criteria:</u> During each of the workshops, Hansen will itemize requested configuration changes, implement agreed-upon configuration changes, and return a finalized configuration change listing inclusive of acceptance criteria to be electronically approved (e.g. email confirmation) by Charlotte County Utilities.</p> <p><u>Acceptance Type:</u> Document</p>



ID	Scope
ISC05	<p>Organizational Change Management (OCM) Workshop – Hansen's OCM partner will conduct a 2-day workshop to begin the structured change approach needed to identify stakeholders and related change impacts, communications and training needs that align with Hansen CIS base functionality. The output of this workshop will be a defined change strategy helps align all stakeholders to the anticipated future state. By establishing change interventions and a clear implementation timeline, teams can gather leadership support and stakeholder buy-in to motivate those involved, resulting in a much higher probability of project success and adoption.</p> <p>The Client will provide an OCM Lead to execute the plans and establish a Change Ambassador Network comprised of select leaders in impacted organizations to lead change, deliver messaging and provide feedback to the OCM team, and assess readiness.</p> <p>This workshop will cover how the following key areas will be used to drive the change management goals.</p> <ul style="list-style-type: none"> • Stakeholder Engagement • Leadership Alignment • Communications • Training • Adoption and Sustainment (Includes Change Ambassador Network). <p><u>Completion Criteria:</u> This scope item is complete when the workshop is complete, such that the Client has a working knowledge of stakeholders and change impacts to enable the development of the following plans:</p> <ul style="list-style-type: none"> • Change Plan • Communications and Stakeholder Plan • Training Plan • Leader Action Plan • Adoption and Sustainment Plan <p><u>Acceptance Type:</u> Document</p>



ID	Scope
ISC06	<p>Data Migration – Hansen will perform edits to the Hansen CIS data migration scripts, test the scripts, execute the scripts per the below defined points, and provide a data migration validation report. Client will be responsible for the validation and approval of the results of each migration run.</p> <p>Activities included are:</p> <ul style="list-style-type: none"> • Migration Pass 1 <ul style="list-style-type: none"> ○ Client review and notification of issues needing to be resolved prior to User Acceptance Testing ○ Pass 1 to be used for Application Training for the core team to allow training and remainder of the project to use Client data. • Migration Pass 2 <ul style="list-style-type: none"> ○ Prep for User Acceptance Testing • Migration Pass 3 <ul style="list-style-type: none"> ○ Mock Go-Live #1 • Migration Pass 4 <ul style="list-style-type: none"> ○ Mock Go-Live #2 • Migration Pass 5 <ul style="list-style-type: none"> ○ Go-Live <p><u>Completion Criteria:</u> After each migration execution Hansen will produce a data migration validation report that the Client will review and sign off on, noting and changes that need to be implemented in future migration runs. In addition, as part of the User Acceptance Test completion, the customer will acknowledge/ sign off on the data migration validation report.</p> <p>Additional migrations are \$12,000 if needed by means of Change Request.</p> <p><u>Acceptance Type:</u> Document</p>



ID	Scope
ISC07	<p data-bbox="345 239 1464 464">UI Configuration, Implementation and Testing - Hansen will conduct a UI configuration workshop on the Client site. This workshop will educate the Client in the UI configuration components of the Hansen CIS applications. Hansen will be responsible for updating and maintaining the UI configuration changes during the implementation project. Examples of potential changes include field label changes, required vs. non-required fields, addition/removal of fields, and screen layout changes. A UI configuration document will be produced to document any changes for reference and maintainability.</p> <ul data-bbox="394 506 1464 716" style="list-style-type: none">• See section Attachment #1 – GAP Analysis for list analysed and included in the scope of this upgrade.• Hansen will test configuration development before release to the Charlotte County Utilities, to confirm that it complies with the approved requests and acceptance criteria.• Client will review and provide approval of all UI configuration changes. <p data-bbox="345 751 1464 856"><u>Completion Criteria:</u> This scope item is complete when the UI configuration changes have been delivered to the UAT/Production Environment and the Client validates and confirms all identified UI configuration changes have been implemented.</p> <p data-bbox="345 892 690 926"><u>Acceptance Type:</u> Software</p>



ID	Scope
ISC08	<p>Integration Workshops and Development - Hansen will conduct integration workshops to review the overall integration plan with the Charlotte County Utilities core team and SME's. These workshops will review the required integrations and determine an appropriate integration methodology and supporting technology to meet the Clients integration requirements.</p> <ul style="list-style-type: none"> • As each integration requirement is documented, Hansen would identify them as base functions, configurations, or extensions. The following are evaluated as extension options: <ul style="list-style-type: none"> ○ Lift/Shift Extension – Existing integrations could be implemented with minimal changes to the new CIS version. ○ RPA Extension - Robotic Process Automation (RPA) is a software technology leveraged through the baseline automated job processing (CORAUTO). • Each requirement is documented in a high-level approach document that consolidates the requirements into a logical grouping for architecture and Client review. Workshop notes, requirements documentation, diagrams, and estimates for each integration component will be provided for sign-off prior to development. • See section Attachment #1 – GAP Analysis for list analysed and included in the scope of this upgrade. The Hansen Integration Framework (HIF) will be the preferred integration method to reduce complexity and increase supportability of integrations. • Integration Development – For each integration, Hansen will design, code, unit test, create Test Stories and perform Test Story execution on the migrated system in the Development Environment. • Hansen will provide the necessary integration documentation required to understand and discuss each integration. <p>Completion Criteria: This scope item is complete when the agreed upon integrations have been defined and develop based on the defined criteria from the integration workshops.</p> <p>Acceptance Type: Document & Software</p>



ID	Scope
ISC09	<p>System Integration Test - Hansen will provide consulting services to assist Client in executing. This phase is scheduled for thirty (20) Business Days. Testing by the Client to verify integration components to Hansen CIS operate correctly. The Client shall prepare these System Testing test cases and procedures. Client tests will validate whether integrations fully comply with the requirements and to verify Hansen CIS and interfaces to other systems operate correctly together (including tests sufficient to detect interface errors).</p> <p><u>System Integration Test Assumptions:</u></p> <ul style="list-style-type: none"> • Upon receipt of corrections, Client shall perform such retests as necessary to determine whether the corrected defects have resolved the identified test(s), plus any reasonable level of regression testing. • In addition to testing corrections, any further baseline application product changes released during this phase will be applied. • Hansen will assist the Client in the development of System Integration Test test cases and will provide support during this phase. <p><u>Completion Criteria:</u> This scope item is complete when:</p> <ul style="list-style-type: none"> • All documented Client System Integration Test test plans, and data verifications have been completed within the allotted duration unless jointly agreed otherwise. • Within the duration allotted for this phase, Client and Hansen shall jointly agree that testing is complete to progress to UAT with acceptable known issues with provided workarounds. <p><u>Acceptance Type:</u> Document</p>



ID	Scope
ISC10	<p>User Acceptance Support (UAT) - Hansen will provide consulting services to assist Client in executing Client's acceptance test plan during Client's acceptance testing phase. The scope of UAT will include Hansen CIS, Hansen Self Service Portal and Hansen Inventory Test. This phase is scheduled for thirty (30) Business Days. Activities included are:</p> <ul style="list-style-type: none"> • UAT Workshop – Hansen will conduct a five (5) day workshop to provide an overview of developing or updating a UAT test plan, test case, and staffing. • UAT Artifacts Review/Follow-Up – Once the Client has completed drafts of the UAT test plan, test cases, and staffing plan, these will be provided to Hansen for review. Hansen will provide feedback or recommendations on any potential improvements. • UAT Functional/Technical/QA Support – Hansen will provide remote support from functional, technical, and QA staff to help resolve questions and provide product knowledge and triage issues from UAT. <p><u>UAT Test Assumptions:</u></p> <ul style="list-style-type: none"> • Hansen will provide example business process test templates as a starting point for the County to develop a UAT plan. Client will submit issues real-time in the Hansen Jira system with detailed steps to recreate. • Corrections will be reviewed jointly for impact and risk assessment to determine whether they are required for acceptance or will be deferred until post go live. • Upon receipt of corrections, Client shall perform such retests as necessary to determine whether the corrected defects have resolved the identified test(s), plus any reasonable level of regression testing. • In the event that the UAT is not completed within the scheduled time frame, Client and Hansen will discuss the reasons for this and amend the schedule accordingly based on agreed upon severity. Such an amendment will be made via a change request unless mutually agreed upon. • In addition to UAT corrections, any further baseline application product changes released during the allotted UAT timeframe will be applied. • Hansen will assist the Client in the development of UAT test cases and will provide support during UAT. • Hansen will provide assistance and coordination resources during UAT testing. <p><u>Completion Criteria:</u> This scope item is complete when:</p> <ul style="list-style-type: none"> • All documented Client test plans, and data verifications have been completed within the UAT allotted duration unless jointly agreed otherwise. • Within the duration allotted for UAT, Client and Hansen shall jointly agree that UAT is complete with acceptable known issues with provided workarounds. <p><u>Acceptance Type:</u> Document</p>



ID	Scope
<p>ISC11</p>	<p>Hansen CIS Deployment Planning, Mock Go-Lives, and Go-Live Cutover – Hansen will execute the data migrations and any required application updates prior to the cutover, assist the Client with the Deployment plan, and support the Client cutover execution. This work will be done for two (2) mock go-lives and one (1) final Production cutover activity.</p> <p>Activities included are:</p> <ul style="list-style-type: none"> • Hansen CIS, Deployment Planning and Finalization • Mock #1 – Assigned Cutover Activities, Verification, and Mock Support • Mock #2 – Assigned Cutover Activities, Verification, and Mock Support • Final Cutover – Assigned Cutover Activities, Verification, and Mock Support <p><u>Completion Criteria:</u> This scope item is complete when each mock go-live and final go-live reports are supplied to the Client as well as the completion of the first week on cutover support.</p> <p><u>Acceptance Type:</u> Document & Software</p>
<p>ISC12</p>	<p>Hansen Self Service Portal Deployment Planning, Mock Go-Lives, and Go-Live Cutover – Hansen will execute the data migrations and any required application updates prior to the cutover, assist the Client with the Deployment plan, and support the Client cutover execution. This work will be done for two (2) mock go-lives and one (1) final Production cutover activity.</p> <p>Activities included are:</p> <ul style="list-style-type: none"> • Hansen Self Service Portal Configuration, Deployment Planning and Finalization • Mock #1 – Assigned Cutover Activities, Verification, and Mock Support • Mock #2 – Assigned Cutover Activities, Verification, and Mock Support • Final Cutover – Assigned Cutover Activities, Verification, and Mock Support • Produced Hansen Self Service Portal as a Native App (Apple/Android) <p><u>Completion Criteria:</u> This scope item is complete when each mock go-live and final go-live reports are supplied to the Client as well as the completion of the first week on cutover support. Native app published to the Apple or Android store.</p> <p><u>Acceptance Type:</u> Software</p>



ID	Scope
<p>ISC13</p>	<p>Hansen Inventory Test (HIT) Deployment Planning, Mock Go-Lives, and Go-Live Cutover – Hansen will execute the any required data conversions and any required application updates prior to the cutover, assist the Client with the Deployment plan, and support the Client cutover execution. This work will be done for two (2) mock go-lives and one (1) final Production cutover activity.</p> <p>Activities included are:</p> <ul style="list-style-type: none"> • Hansen Inventory Test Configuration, Deployment Planning and Finalization • Hansen Inventory Test Conversion Mapping Workshop/Tool Development • Hansen Inventory Test Conversion Migration #1 Test Execution • Hansen Inventory Test Conversion Migration #2 Test Execution • Mock #1 – Assigned Cutover Activities, Data Conversion from External Source, Verification, and Mock Support • Mock #2 – Assigned Cutover Activities, Data Conversion from External Source, Verification, and Mock Support • Final Cutover – Assigned Cutover Activities, Data Conversion from External Source, Verification, and Mock Support <p><u>Completion Criteria:</u> This scope item is complete when each mock go-live and final go-live reports are supplied to the Client as well as the completion of the first week on cutover support.</p> <p><u>Acceptance Type:</u> Software</p>
<p>ISC14</p>	<p>Heightened Support – Hansen will provide the Client with dedicated remote post-go-live support for no more than one-month billing cycle to ensure all billing cycles are executed successfully following go-live.</p> <p><u>Completion Criteria:</u> This scope item is complete when the full billing cycle has been executed successfully after cutover and will not exceed thirty (30) business days of Hansen support.</p> <p><u>Acceptance Type:</u> Document</p>
<p>ISC15</p>	<p>Project Oversight - Hansen will provide the Client with the following resources for the duration of the project implementations and heightened support period.</p> <ul style="list-style-type: none"> • Project Management • Application Support • Technical Support • Systems Engineer • Account Management • Organization Change Management <p><u>Acceptance Type:</u> Document</p>



23.2 Out of Scope

The table below describes the scope of work that will not be provided under this SOW for the avoidance of doubt.

ID	Scope Exclusions
EXC01	Any activity, modification, business requirement, or deliverable not specifically identified as being In Scope is Out of Scope and will be costed and included in a separate SOW or Change Request as outlined in Section 7.2 Change Management.
EXC02	Software enhancements requested by Charlotte County Utilities must be done as extensions to core CIS code or included as future baseline. Once on SaaS, future baseline items are not included in this SOW and can be addressed separately.
EXC03	Meets federal ADA regulations meeting Florida or California's ADA regulations is not included in the scope of this SOW.

ACCEPTANCE CRITERIA

The table below summarizes the acceptance criteria that have been assumed when producing this SOW.

AC ID	Acceptance Category	Acceptance Criteria
AC01	Document	<ul style="list-style-type: none"> • Provide relevant software documentation or obtain acknowledgment sign-off from the Client, indicating their acceptance of the completed deliverable. • The Client shall have ten (10) Calendar Days (or another time period as agreed by the parties) from receipt of each document deliverable to determine whether it is acceptable. • If the Client reasonably decides that the deliverable is not acceptable, the Client shall provide Hansen with written reasons why it is not, including any specific corrections needed. • In response, Hansen will promptly modify the deliverable accordingly (provided that such correction is consistent with the Scope and purpose of the SOW) and resubmit it to the Client. • Upon receipt of the modified deliverable, the Client shall promptly (but in no case more than an additional ten (10) Calendar Days) confirm that the deliverable is accepted or identify which of the previously identified deficiencies is still unresolved. • If necessary, the procedures above shall be repeated until the Client accepts the deliverable. • Hansen to notify Charlotte County Utilities of any such delay more than 5 business days behind schedule that may impact the schedule and cost. Both parties will



AC ID	Acceptance Category	Acceptance Criteria
		<p>discuss and decide within an additional 5 days any resolution or plan for continuation or a project stoppage until resolved.</p>
AC02	Software	<ul style="list-style-type: none"> • Conduct acceptance tests to verify that the deliverable meets the specified acceptance criteria. • Defects will be reported in the Hansen defect management system (Atlassian Jira) by the Client and assigned to the Hansen lead for analysis, assignment, and resolution. • The Client and Hansen will coordinate rectification of problems and retesting in the manner that most effectively allows for the progressing of UAT. • Within the duration allotted for the Client UAT of the deliverable, the Client shall determine whether the deliverable is acceptable. • If the Client reasonably decides that the deliverable is unacceptable, the Client shall provide Hansen with written reasons for such action, including any specific outcomes needed to achieve acceptance. • In response, Hansen will promptly determine the correction and correct the deliverable (provided that such correction is consistent with the SOW) and resubmit it to the Client. • Upon receipt of such corrections, the Client shall perform such retests as are necessary to determine whether the corrected deliverable has resolved the identified defect(s), plus any reasonable level of regression testing of the deliverable generally. • The above procedure shall be repeated until the Client accepts the deliverable. • If the UAT is not completed within the scheduled time frame, the Client and Hansen will discuss the reasons for this and amend the schedule accordingly and confirm in writing. • Client shall have fourteen (14) calendar days to accept and/or reject the deliverable.



24 Assumptions

The table below describes assumptions provided by, or agreed to, by the Charlotte County Utilities, and relied upon by Hansen to make planning decisions including estimates of resource, cost, time, and quality. In the event an assumption proves to be incorrect or requires changing, Hansen will continue to provide the services described under this SOW, but the Parties will meet and will follow the agreed change management process to ensure that the scope and assumptions are updated.

ID	Description
ASU01	Hansen and Client must elect an implementation strategy and schedule to achieve cutover with minimum possible downtime.
ASU02	After live deployment, Charlotte County Utilities will pay monthly SaaS fees as identified in of the SaaS amendment to the Agreement.
ASU03	Core Team training includes the following one (1) Onsite Hansen Lead Trainer + one (1) Remote Hansen Functional Resource Recording/Supporting/Researching/Documenting needs for upcoming workshops.
ASU04	The training plan assumes fifteen (15) participants per training. Additional participants will require additional class time and/or additional Hansen training delivery resources.
ASU05	Migration plan assumes four (4) pre-go-live data migrations in which the migration data will be replaced with the latest converted data
ASU06	The Hansen Project Manager will coordinate all Hansen personnel and resources involved in performing the Services and will be the first point of contact for issues concerning the Services performed.
ASU07	Client will be responsible for the validation and approval of the results of each migration run/test, including the analysis of any converted data issues during the test migration runs as well as during two mock go-live runs. Each run may have different needs. The earlier migrations may be more review of the Hansen data migration report, key accounts, different customer types, and a subset of a cycle to charge calc and bill print. The later runs will require fuller testing. Hansen will execute the data fixes as directed by and approved by Client.
ASU08	All system Rules and Validations and configurations are considered accepted by the Client once User Acceptance Testing is complete.
ASU09	All project-related tasks will be performed on various Hansen premises unless specified as an onsite activity in this SOW. Any additional need for Hansen resources to be onsite, outside of the identified tasks will be mutually agreed in writing.



25 Dependencies

The following dependencies have been identified as required for Hansen to perform the Services:

ID	Description
DEP01	Client will perform its obligations under Section 6.2 Client Responsibilities in a timely manner.
DEP02	Implementation timeline and success is dependent on the Client's availability for workshops and deliverable acceptance.
DEP03	Client is responsible to ensure that any 3 rd party that is working on their behalf response to request in a timeline manner. Any delays could impact project timeline.

26 Hansen and Client Responsibilities

26.1 Hansen Responsibilities

- Hansen will provide the resources required to perform the Hansen Services detailed in this SOW, according to the agreed project schedule.
- Hansen will provide the necessary integration documentation required to understand and discuss each integration.

26.2 Client Responsibilities

- Client will provide a project manager with an appropriate level of project management skills and the available time (commensurate with the Services) to coordinate Client activities throughout the project.
- If Charlotte County Utilities becomes aware of any deviations to the requirements, the project schedule or other deviations from the scope of this SOW, these will be confirmed promptly by the Charlotte County Utilities in writing to Hansen and in such event, the parties will mutually agree in good faith on how to proceed, in accordance with the Change Order procedure (see Section 7.2 Change Management for further details).
- Charlotte County Utilities will provide resources needed to meet their responsibilities and the project timelines outlined in this SOW.
- Charlotte County Utilities agrees that delays by Charlotte County Utilities regarding deliverables, approvals, feedback, etc. which Charlotte County Utilities is required to provide, may delay the project timeline and may impact project cost. Hansen to notify Charlotte County Utilities if any such delay impacts the schedule and cost based on the Governance guidelines in section 27.1.



- Before live deployment, Charlotte County Utilities will confirm their acceptance of the application in accordance with the Agreement.
- Client will be responsible for developing and executing User Acceptance Testing test plans as outlined in Section 3.1 In Scope, Scope item ISC10.
- Charlotte County Utilities will provide a safe, secure and workable environment/workspace for Hansen resources that perform any work at Charlotte County Utilities site. Such a workspace should be accessible to Hansen resources between 8:00am – 5:00pm (Eastern Standard Time) on any Business Day that isn't a federal public holiday or a Charlotte County Holiday. Examples of items that should be included in such a workspace are suitable work chairs and a work desk for each person; internet connection; phone with outward dialing capabilities; whiteboard; flipchart; projector, etc.

26.3 Representatives (Points of Contact)

Charlotte County Utilities	
Name	Austin Gault
Title	IT Business Analyst
Phone	941.764.5515
Mobile	
Email	austin.gault@charlottecountyfl.gov

Hansen	
Name	Jim Yates
Title	Delivery Manager
Phone	803-212-8725
Mobile	803-212-8725
Email	James.Yates@Hansencx.com

27 Governance

27.1 Governance

- Client and Hansen will form a project steering committee that will meet once a month to review project status and to discuss any escalated project issues. This committee will be comprised (at a minimum) of the Hansen Project Manager, the Client Project Manager, the Hansen project sponsor, and the Client's project sponsor.



- Any updates or changes to the project will be managed as part of the Change Management process.
- The project steering committee will review and approve any pending Change Request to the project as quickly as possible. Off cycle meeting will be called by the Client and Hansen project managers to receive approval to maintain project timelines.
- Both Hansen and Client understand that maintaining the project timeline is a critical aspect of success of this project and will use commercially reasonable efforts to address any project issues.
- Below are general guidelines based on the type of project timeline delays of which may require a project change request:
 - Hansen Delays – While there are no expected Hansen delays, any Hansen deliverables, approvals, feedback, etc. which may delay the project timeline will be notified to Charlotte County Utilities with the impact to the timeline and any related deliverables. Since this is a Fixed Price SOW, these delays will not incur any additional cost to Charlotte County Utilities.
 - CCU Delays - While there are no expected Charlotte County Utilities delays, any Charlotte County Utilities delays regarding deliverables, approvals, feedback, etc. Charlotte County Utilities to provide notification to Hansen as soon as possible, if it may delay the project timeline more than 5 business days behind schedule. Both parties will discuss and decide within an additional 5 days any resolution or plan for continuation or a project stoppage until resolved. Hansen will evaluate the delay and discuss any timeline or cost impacts.
 - Third Party or External Source Delays - Any third party or external source delays regarding deliverables, approvals, feedback, etc. will be notified to all parties as soon as possible, if it may delay the project timeline more than 5 business days behind schedule. All parties will discuss and decide within 5 days any resolution or plan for continuation or a project stoppage until resolved. Hansen will evaluate the delay and discuss any timeline or cost impacts.
- Charlotte County Utilities' project manager will have the authority to provide approvals or be able to facilitate the expedient approvals and acceptance for project milestones, deliverables, acceptance testing, etc. The Project Manager will have the authority to help craft Change Orders on behalf of Charlotte County Utilities and can represent the project teams at the Project Steering Committee review of Change Orders.
- Hansen and the Client have agreed on a "base first" approach to implementing business requirements, only exception is if Hansen CIS cannot meet a regulatory requirement. This governing principle is a key aspect of the success of this project. By not following this principle, the project could have changed controls impacting project timeline and cost.



27.2 Change Management

- Any requests for delivery of additional features, specifications, services, or requirements not authorized within the scope of this SOW or other changes to the scope of this SOW (collectively, the “Additional Services”) are explicitly excluded from the SOW.
- In the event that Charlotte County Utilities requests Additional Services during the implementation or the course of this SOW, the Hansen Project Manager will develop a Change Order to this SOW to identify the requested services, corresponding costs and fees payable by Charlotte County Utilities, and the impact of the change on the SOW. This Change Order will be reviewed by the Client project manager and then presented to the Project Steering Committed for approval. Said Change Order will become effective only when signed by both parties (the “Change Order”). A separate SOW for such Additional Services may be required in certain circumstances.

28 Price and Payment

28.1 Fees

The Fixed Price charge for this SOW is \$951,680.00. This is based on the details provided in this SOW, including the Scope, Assumptions, Dependencies, and Client responsibilities. Charges are exclusive of all taxes and expenses.

Hansen will invoice the Client for the Deliverables in accordance with the schedule at the completion of the payment milestones listed in the table that follows. An invoice for a milestone will not be generated by Hansen until all the deliverables associated with that milestone have been accepted by Client in accordance with this SOW.

Payment Milestone/Provided Service	Cost	Payment Date (approximate)
I. Milestone 1: SOW Execution	\$ 19,392.00	Month 0
II. Milestone 2 ISC01 Project Initiation Complete	\$ 27,084.00	Month 1
III. Milestone 3 ISC03 Application Training Complete	\$ 77,407 .00	Month 3
IV. Milestone 4 ISC07 UI Configuration, Implementation and Testing Complete	\$ 141,715 .00	Month 7
V. Milestone 5 ISC08 Integration Workshops and Development Complete	\$ 311,142 .00	Month 9
VI. Milestone 6 ISC09 System Integration Test and ISC10 User Acceptance Support (UAT) Complete	\$ 58,176.00	Month 11



VII. Milestone 7 ISC11 Go-Live	\$ 85,260.00	Month 13
VIII. Milestone 8 ISC12 HSSP Implementation	\$ 93,600.00	Month 13
IX. Milestone 9 ISC13 HIT Implementation	\$ 99,120.00	Month 13
X. Milestone 10 ISC15 Heightened Support	\$ 38,784.00	Month 14
Total Fixed Price Services Cost	\$ 951,680.00	

28.2 Fee Assumptions

- Hansen reserves the right to suspend its provision of the Services if Client has not paid an invoice within forty-five (45) days of the due date of that invoice and Client has not provided written fee dispute or reason for delay. In such an instance, Hansen may suspend its Services until the payment delay has been resolved.
- If the Client objects to an invoice or any portion thereof, the Client shall notify Hansen in writing within thirty (30) days after receipt of such invoice with objections to the Account Manager for research and reconciliation.
- If a milestone is delayed by more than thirty (30) days for reasons not attributable to Hansen, including without limitation: if (a) any assumptions are not correct as mutually determined by the parties; (b) any dependencies are not met by Client as mutually determined by the parties; then Hansen will issue a Change Request for the variance and if any additional fees needed based on the delay.

28.3 Travel (or Disbursement of Expenses)

Travel is estimated at Thirteen (13) trips to the Client Site. For any work undertaken that requires travel, Hansen has included the travel pricing (travel time and expenses) into the related fixed priced payment milestones in section 28.1. If additional travel beyond the 13 trips, a change request will need to be raised to add it.

28.4 Other

If additional work is required beyond the work described in this SOW, Change Management procedures otherwise specified in Section 7.2 Change Management will be utilized to manage the required changes and determine the additional charges (if any) and associated time frames requested for those additions/changes.

This additional work will be billed monthly as incurred on a Time and Material ("T&M") basis using the rates outlined below unless otherwise specified in the executed Change Request. The Time and Materials rates listed below are effective until the completion of the Services set forth in this SOW. Thereafter, Hansen's then-current rates will apply.



Resource Rates	
Resource Name	Hourly Rate
Project Manager	\$225.00
Technical Consultant	\$200.00
Functional Consultant	\$200.00
Organization Change Management	\$200.00
Developer	\$200.00
Training and Training Prep time	\$225.00
Travel Time	\$115.00*

*Billed as incurred



29 Approvals

This Statement of Work is agreed to and accepted on behalf of:

Charlotte County Board of County Commissioners

Hansen Banner, LLC

By: [Signature]
Authorized Signature

Signed by:
By: Robert C Slaton
Authorized Signature

Joseph M. Tiseo

Robert C Slaton

Print Officer's name

Print name

Chairman
Print Officer's Title

EVP Sales and Account Mgmt Americas
Print Officer's Title

Date: June 24, 2025

Date: 7/1/2025

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
Janette S. Knowlton, County Attorney
LR25-0459 JMK

Attest:
Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk of the Board of County Commissioners

By: Stacy Wood Deputy Clerk
AGC 2025-132



30 Definitions

All capitalized terms used and not defined herein shall have meanings given to them in the Agreement.

- (a) **"Baseline Component System"** has the meaning ascribed to such term in the Software License Agreement between the parties. Further, for the purposes of this SOW, it refers specifically to the Hansen CIS product.
- (b) **"Business Days"** means the calendar days of Monday, Tuesday, Wednesday, Thursday, and Friday, excluding weekends and federal holidays.
- (c) **"Cutover"** means the period beginning with the final upgrade and working towards production processing.
- (d) **"Development Environment"** means an instance of the Baseline Target Release to be used solely by Hansen for development and testing efforts.
- (e) **"Hansen Project Manager "** means the person appointed by Hansen to manage this project.
- (f) **"Production Environment"** means an instance of the Baseline Target Release to be used by the Client as their production environment.
- (g) **"Rules and Validation (R&V) Environment"** means an instance of the Baseline Target Release to be used as the master version of all rules, validations, and configurations utilized for each migration and ultimately for production.
- (h) **"User Acceptance Test (UAT) Environment"** means an instance of the Baseline Target Release to be used by the Client to verify that the Baseline Target Release with Modifications meets the user acceptance criteria in accordance with the acceptance test plan.



31 Attachments

31.1 Attachment #1 – GAP Analysis

This attachment is based on the GAP requirements from Charlotte County Utilities, prior integration, prior customizations.

The below itemized GAP requirements have the following information:

- Item # - A generic tracking number and a general source of the requirement (most are the CCU GAP document).
- Description – A brief description of the GAP requirement.
- Category – A grouping category based on the CCU initial GAP analysis.
- SOW Response Type –
 - Included – These items are either addressed by CIS baseline functionality or need an additional configuration. The items that reference as should be included in CIS as they were fixed in a prior release and promoted forward to the latest releases, should be baseline now in some similar functionality or will be addressed during the project. Some flexibility may be required as the prior solution may work differently in the latest release.
 - Included – Estimate – An estimate was derived and included in the pricing.
 - Included - Estimate BP – A Bill Print related requirement that an estimate was derived and included in the pricing.
 - Included - Estimate CityWorks – A CityWorks integration related requirement that an estimate was derived and included in the pricing.
 - Included - Estimate HIT – Hansen Integration Test related implementation requirement that an estimate was derived and included in the pricing.
 - Included - New Functionality – These items are either addressed by CIS baseline functionality but in a different solution than what was provided in the 4.4 release.
 - N/A – Requirement was determined to be not needed in the new CIS SaaS environment.
- Notes – Description of the discussed high level approach in the new CIS SaaS environment

Item #	Description	Category	SOW Response Type	Notes
CCU GAP - 1	GAP: Notices/letters. This gap likely requires a migration from the server over to client workstations. The toolset being used on the server uses GNU-based software and there are Windows versions of such software. Migration should be a case of a simple port, replicating the tools and scripts from the server onto the Windows side. A consideration of pointing workstations to a shared network folder to ease updating should be considered. Also consider if the vendor adds direct PDF support to the letter printing process in Banner.	A. Bill printing and PDF generation	Included	Hansen CIS current release provides the ability to generate HTML / Plain Text Letters/Communications as XML clobs for integration with other vendors or through PDF representation using Hansen Business Intelligence (HBI). Additionally, templates for the communications can be created via Jasper Soft Studio by CCU or Hansen for use within Hansen CIS. The functionality used today by Charlotte County should be reviewed for a fit to using base functionality.



Item #	Description	Category	SOW Response Type	Notes
CCU GAP - 2	<p>GAP: Bills. Banner produces bills via the Banner Bill Print (UBPBILP) batch process. This process normally generates both a text file of "ugly bills" and a data extract. Customers use the extract to drive their own custom bill rendering and formatting as they see fit. The current on-prem bill archive and PDF rendering solution currently uses a modified version of the UBPBILP batch process. The modified version captures the data it writes to the extract file and caches it in the database. The process then imports the data to SQL Server via ODBC where it is ultimately used. This process will need to be modified to use the extract file instead of the cached copy in the database.</p>	<p>A. Bill printing and PDF generation</p>	<p>Included - Estimate BP</p>	<p>>Hansen CIS current release provides the ability to natively generate PDF bills based on CLOB extracts of the historical dat file. This Native Bill Presentment module allows flexibility in extending the bill content for the needs of Charlotte County. Additionally, HIF APIs are present to retrieve the XML CLOB or the PDF bill that was rendered.</p> <p>>Hansen plans to use CIS Bill Print processing. The BT eco-system will not be ported to SaaS but replaced with new functionality.</p> <p>>Additional bill design and formatting included in the "Reporting Analytics Bill Presentment Consulting Estimates. Estimated on the average where clients will have 5 core bill variations.</p> <p>>Produce two separate output types across the bill types – Ebill and Prints.</p> <p>>Ebill, has the paper headings/logos and Printer bills are stripped of headings/logos as the printer puts these on pre-printed stock.</p> <p>>If Ebill is "Both", the bill is passed to print version too.</p> <p>>The printer handles postal sorting.</p> <p>>Provide separate EBILL and Print PDF files to link to the Batch Review screen for viewing before printing. Provide a cleanup mechanism for files X days old.</p>
CCU GAP - 3	<p>GAP: Additionally, a process that sends a modified copy of the extract to Bill Trust needs to be reviewed to verify if it uses the extract, the cached data, or the imported SQL Server data.</p>	<p>A. Bill printing and PDF generation</p>	<p>Included - Estimate BP</p>	<p>>Integration with the external payment vendor to provide CIS billing information with HIF APIs is covered under GAP #82.</p> <p>>Integration of the autopay information is covered under GAP #46.</p>
CCU GAP - 4	<p>Hansen: Please state if your Jaspersoft/PDF bill rendering offering(s) provide the following (please address each):</p> <ol style="list-style-type: none"> 1. A searchable bill archive 2. PDF bill rendering 3. Single-URL PDF bill lookup (that can be used as a service to an external payment vendor) 4. A mechanism to suppress "ebill" bills from the print PDF 5. The ability to produce a composite PDF that contains all bills for a batch/cycle/etc. 	<p>A. Bill printing and PDF generation</p>	<p>Included - Estimate BP</p>	<ol style="list-style-type: none"> 1) Yes the archive is searchable in CIS. 2) Yes you can render as PDF using Jasper/HBL. 3) Yes there is a PDF bill look up via a restful API. 4) Yes, Ebills can be excluded from the print stream. 5) Enveloping or combining PDF bills is supported, but not a function of the CIS=B. <p>> Customer View Bills - View from Hansen portal HSSP (Included in upgrade contract) instead of Paymentus. Customers would launch Paymentus to process payments and autopay setup and keep other core functions in HSSP.</p> <p>> View Bill from CCU Website - Provide CCU with a HIF Vendor account to access HIF API and CCU will have to manage HIF credentials use to provide the HIF transaction the bill period and cust/prem to retrieve the bill.</p> <p>>Note: Ebills have form headings/logos included, the print ones do not as the printer puts these on the paper stock.</p>



Item #	Description	Category	SOW Response Type	Notes
CCU GAP - 5	CCX.201.UPG.0001 -- [CCX]	B. Code drops/code customizations	Included - New Functionality	CCX was deprecated with new Web versions, Wizards are new functionality.
CCU GAP - 6	CodeDrop_302854_06-19-19 -- D02854 -- UAAMADJ.fmb -- Merge 302854 FP/HANSEN 17-MAR-2017 [Adjustments]	B. Code drops/code customizations	Included	There is a Hansen process now to sync fixes across the releases as they are needed. This should be retested in new upgrade project to confirm but this should be base functionality.
CCU GAP - 7	CodeDrop_303889_05-07-19 -- D03889 -- UGOCALW.fmb	B. Code drops/code customizations	Included	There is a Hansen process now to sync fixes across the releases as they are needed. This should be retested in new upgrade project to confirm but this should be base functionality.
CCU GAP - 8	CodeDrop_304563_05-06-19 -- 304563 -- UAACASH.fmb -- Modified copy_for_insert_uaroyph to store the timestamp of the uaroyph record (if it exists) when creating the uaroyph record. [Payment screen]	B. Code drops/code customizations	Included	There is a Hansen process now to sync fixes across the releases as they are needed. This should be retested in new upgrade project to confirm but this should be base functionality.
CCU GAP - 9	CodeDrop_307099_02-01-18 -- 307099 -- uokdelq -- Defect #307099 [Delinquency]	B. Code drops/code customizations	Included	There is a Hansen process now to sync fixes across the releases as they are needed. This should be retested in new upgrade project to confirm but this should be base functionality.
CCU GAP - 10	CodeDrop_309190_08-14-18 -- D09190 -- crmessageIsEar441.ear -- AcctInfo:Updated fnFetchPage() to call fnRefreshPortlet() when the cust,prem,comp code are the same. This is to make sure portlets on the side are refreshed after making changes in the forms. Updated fnRefreshOtherPortlets() to use vn=view when refreshWhichView is not locator or control panel and when refreshWhichView is empty. This is to make sure the view we started from is refreshed when navigating back from the forms view. [Portlet refresh]	B. Code drops/code customizations	Included - New Functionality	CSR and Account Focus is new functionality, old code is deprecated.
CCU GAP - 11	CodeDrop_309288_06-05-17 -- 309288 -- Various PKBs, mostly pertaining to account focus. [Account focus]	B. Code drops/code customizations	Included - New Functionality	CSR and Account Focus is new functionality, old code is deprecated.
CCU GAP - 12	CodeDrop_310032_01-12-18 -- 310032 -- UAOAMAIN.fmb -- Put a check into when-window-activated form level trigger to check if the returning form was in "Post mode. If so commit the transactions to the database and reset the GLOBAL_U_COMMIT_OR_POST to "C". [Main Banner CIS screen]	B. Code drops/code customizations	Included - New Functionality	New web screens functionality, old code is deprecated.



Item #	Description	Category	SOW Response Type	Notes
CCU GAP - 13	CodeDrop_310189_02-06-18 -- 309493, 310189, 310766 / D06856, D08325, D05260, D03113, D04603, D05519, D10189 -- uapccio.pc, UCASVCO.fmb, UAAPYAR.fmb [Service order and payment arrangement forms]	B. Code drops/code customizations	Included	There is a Hansen process now to sync fixes across the releases as they are needed. This should be retested in new upgrade project to confirm but this should be base functionality.
CCU GAP - 14	CodeDrop_310212_03-17-17 -- 310212 -- uorgenl_d10337.del, uorgenl.pc -- Added if stmt to only insert into the uorgenl table if the uabadje_adjm_gl_class_ind != 'X' to avoid orphan rows in the uorgenl table. Code is only inserting into the uorgenl table if adjm_gl_class_ind = 'R' or 'A'. [General ledger process]	B. Code drops/code customizations	Included	There is a Hansen process now to sync fixes across the releases as they are needed. This should be retested in new upgrade project to confirm but this should be base functionality.
CCU GAP - 15	CodeDrop_311871_02-05-18 -- SDBAN-18(USB-6441) -- UAPDELQ.poo -- Merged 4.4.4 defect USB-6441 into custom code. See 4.4.4 audit trail for details. Tag: "US6441" MS/HANSEN 08-AUG-2018 Do not allow a delq code to be assigned to an account if account has an active payment arrangement and the arrangement is not going to default. [Delinquency batch process] Would consider this base or an extension	B. Code drops/code customizations	Included	New Release Base Functionality Related.
CCU GAP - 16	CodeDrop_312401_01-30-18 -- 312401 -- UAAMASS.fmb -- [Mass payment entry]	B. Code drops/code customizations	Included	There is a Hansen process now to sync fixes across the releases as they are needed. This should be retested in new upgrade project to confirm but this should be base functionality.
CCU GAP - 17	CodeDrop_312406_12-01-17 -- 311639 -- UCAAACCT.fmb -- Base defect 311639 fixes this issue - If an EAP is created and the expiration date is modified on the Energy Assistance tab on UCAAACCT, then when the user saves the record and exits UCAAACCT, when they access the form again, the record is not displayed. [Account screen]	B. Code drops/code customizations	Included	New Release Base Functionality Related.
CCU GAP - 18	CodeDrop_SDBAN1273_12-10-18 -- SDBAN-1273 -- UGOQOLIB.olb -- Changed the color of required fields to be light blue instead of dark blue. [Shared UI library]	B. Code drops/code customizations	Included - New Functionality	Base Functionality in current release.
CCU GAP - 19	CodeDrop_USB13732_08-30-19 -- USB-13732 -- USPLETR.PCO -- Base 4.4.4 version [Letter generator batch process]	B. Code drops/code customizations	Included	There is a Hansen process now to sync fixes across the releases as they are needed. This should be retested in new upgrade project to confirm but this should be base functionality.
CCU GAP - 20	CodeDrop_USB13734_USB13785_09-16-19 -- USB13734, USB13785 -- uccscust_d09754.seq, ucsritem_usb13785.upd [CCX]	B. Code drops/code customizations	Included - New Functionality	CCX was deprecated with new Web versions, Wizards are new functionality.



Item #	Description	Category	SOW Response Type	Notes
CCU GAP - 21	CodeDrop_USB3846_01-31-19 -- USB3846 -- ccx.ear, PortCharlotte_ccx_code_drop_driver_20190130.sql -- Driver script to apply the database objects included in the code drop. [CCX]	B. Code drops/code customizations	Included - New Functionality	CCX was deprecated with new Web versions, Wizards are new functionality.
CCU GAP - 22	CodeDrop_USB3905_02-14-19 -- USB-3905 -- uapocio.pc -- USB-3905 -- Merge Base USB-9990 FP/HSN 31-JAN-2019 Modified the cursor to get the full 4 char telephone instead of 3. [Customer notification]	B. Code drops/code customizations	Included	New Release Base Functionality Related.
CCU GAP - 23	CodeDrop_USB3905_02-27-19 -- USB-3905, same as above.	B. Code drops/code customizations	Included	New Release Base Functionality Related.
CCU GAP - 24	CodeDrop_USB5889_06-13-18 -- USB-5889 -- utrrfig_usb5889a11.tab, ucsmote.pc -- Make the 2 fields from the table nullable since they are not being used. + Commented out code that looks at askRedFlagInclude, askRedFlagBeginDate, askRedFlagEndDate, and askRedFlagSeverityLevel. These variables were added but never get any values. The utrrfig_severity_level and utrrfig_flag_level should be removed and not used. Commented out code that reference these fields. [Account/customer notes]	B. Code drops/code customizations	Included	There is a Hansen process now to sync fixes across the releases as they are needed. This should be retested in new upgrade project to confirm but this should be base functionality.
CCU GAP - 25	CodeDrop_USB6441_02-05-19 -- SDBAN-18(USB-6441), USB-8860, USB-8881 -- UAPDELQ.pco -- MS/HANSEN 01-FEB-2019 Merged 4.4.4 defect USB-6441 into custom code. USB-6441 Do not allow a delq code to be assigned to an account if account has an active payment arrangement and the arrangement is not going to default. [Delinquency batch process]	B. Code drops/code customizations	Included	New Release Base Functionality Related.
CCU GAP - 26	Batch - boamam.pc - In-house balance calculator, currently run daily via Banner's scheduler. Migrate to SQL as cron job?	C. Batch code modules - Category 3: In-house	Included - Estimate	Hansen CIS contains an account summary module that has this type of information stored in a table and is published via a HIF API as well. This information contains Cycle, Bill Date, Bill Amount, Payment Amount, Adjustment Amount, Discount Amount, Current Balance, Unbilled and Account Balance > Evaluate if this can be moved to baseline ACTS Processing and Export > Lift/Shift and extensions as needed, populates to a flat file boamam.mam from BOAMAM table
CCU GAP - 27	Batch - shell.pc - Template for in-house Banner-integrated batch jobs. Not directly used.	C. Batch code modules - Category 3: In-house	N/A	None, can be abandoned
CCU GAP - 28	Batch - uapbdsl.pc - Performance enhancements from 2002. Unsure if "Charlotte City" or "Charlotte County". Need to determine if this was rolled into baseline and/or if this is related to CCU. Waiting on Hansen analysis.	C. Batch code modules - Category 1: Vendor supplied	Included	> This is a fix prior to the 4.4 release and I see some performance fixes in prior release in the 2002 timeframe. The assumption is this fix is in baseline. CCU to test during the upgrade to confirm no longer an issue.



Item #	Description	Category	SOW Response Type	Notes
CCU GAP - 29	Batch - uaraged.pc - Bug fix 2001. Need to determine if this was rolled into baseline and/or if this is related to CCU. Waiting on Hansen analysis.	C. Batch code modules - Category 1: Vendor supplied	Included	>This is a fix prior to the 4.4 release and I see some fixes in prior release in the 2001 timeframe. The assumption is this fix is in baseline. CCU to test during the upgrade to confirm no longer an issue.
CCU GAP - 30	Batch - uapcrpi.pc - May need to rework loan accounts and flag payment type after the fact via SQL. Test vendor feeds for fitness vs new baseline code.	C. Batch code modules - Category 1: Vendor supplied	Included - Estimate	There were some customizations in CRPI for headers and loans. This will be lift/shift to SaaS as extension. Prior Customizations: >Loan customizations. >CCU22: RTL software was sending 68 byte records instead of the 58 so a mod was written to detect that. >CCU23: The Heartship modification was created to allow customers the ability to make charitable contributions. >> CCU24: Don't include loan totals towards the total payments or checks will fail. >> CCU25: Mirror total comparison logic from batch totals on the file totals.
CCU GAP - 31	Batch - ubpbilp.pc - See extract below..	A. Bill printing and PDF generation	Included - Estimate BP	Recommend that CCU utilize the new Transformation rules in combination with the Hansen CIS bill print functionality to negate the need for custom processing.
CCU GAP - 32	Batch - ubpextr.pc - Bill print DAT to capture tables. Capture tables used/required by current version of Mike's bill renderer	A. Bill printing and PDF generation	Included - Estimate BP	Recommend that CCU utilize the new Transformation rules in combination with the Hansen CIS bill print functionality to negate the need for custom processing.
CCU GAP - 33	Batch - uorsopr.pc - Service order print modified to print REAC code. Is this strictly necessary for CCU, especially after Cityworks? Note tie into urphdnl.	C. Batch code modules - Category 1: Vendor supplied	Included - New Functionality	Addressed in GAP #44.
CCU GAP - 34	Batch - uopgenl.pc - Custom audit trail; no customizations as far as I know.	C. Batch code modules - Category 1: Vendor supplied	Included	>Baseline 4.4.2 fixes applied. The fix should be in current baseline. CCU to test during the upgrade to confirm no longer an issue.
CCU GAP - 35	Batch - uppchst1.sql - Only match = Release: Custom for Port. Charlotte FP/HANSEN 15-OCT-2015 CCU03: This package does the computing of hi/low averages for seasonal customers.	C. Batch code modules - Category 1: Vendor supplied	Included - Estimate	Addressed with item #37 (Upload/Download - package does the computing of hi/low averages for seasonal customers.)
CCU GAP - 36	Batch - uspapsl.pc - False hit; remove.	C. Batch code modules - Category 1: Vendor supplied	Included	>Archive/Purge baseline merge. The assumption is this fix should be in baseline. CCU to test during the upgrade to confirm no longer an issue.



Item #	Description	Category	SOW Response Type	Notes
CCU GAP - 37	<p>Batch - urphdfm.h - : Only match = Release: Custom for Port Charlotte (0470)</p> <p>CCU01: Computing hi/low average calculations for seasonal customers.</p> <p>CCU07: The low limit will always be previous reading to prevent the reader from being inundated with alerts for the numerous seasonal customers.</p> <p>CCU18: TST016RW_Change the sizing of address so that previous meter reading would not get on the end. (formatting)</p> <p>CCU02: Added correct place to select service number and pad it correctly.</p> <p>UPRHDL.pc urphdfm.pc, urphdfm.h URPHUL.pc urphufm.pc, urphufm.h</p>	C. Batch code modules - Category 1: Vendor supplied	Included - Estimate	<p>>Related to GAPs 35, 37, 38, 39, 40, 41, 42, 66, 70, 71</p> <p>>Some custom upload/download MAY remain as extensions.</p>
CCU GAP - 38	<p>Batch - urphdfm.pc - 3. Migration to 4.4 - merge CCU custom code (done by CCU)</p> <p>a. CCU - Copy in num dials to 77-78 for AMR GRS 07-DEC-2004</p> <p>Update client id. Tag "GRS0008"</p> <p>b. CC - Use reac_code instead of solc code for GRS determining 'inactive' meter status. This allows us to expect no usage on 'inactive' meters.</p> <p>c. CCU - Override LOW1 reading record parameter GRS 31-OCT-2007 to a value of 1. HelpMaster request 46042.</p> <p>Tag "GRS0014"</p> <p>4. D09492 FP/HANSEN 04-NOV-2016</p> <p>Modified code to set the lower_limit and high_limit correctly. Issue with merging from 4.4. -S*Tag:"D09492"</p> <p>(a) Probably not needed for Mueller (b) Depends on reac_code to flag alert if no usage expected. Is this needed/necessary? Possibly also not needed for Mueller (c) Again, probably not necessary for Mueller.</p>	C. Batch code modules - Category 1: Vendor supplied	Included - Estimate	Same as #37
CCU GAP - 39	<p>Batch - urphdnl.pc - Meter download process. See urphdfm. Beware REA in service order print.</p>	C. Batch code modules - Category 1: Vendor supplied	Included - Estimate	Same as #37



Item #	Description	Category	SOW Response Type	Notes
CCU GAP - 40	Batch - urphuflm.h - Meter upload formatter. See urphdfm. Beware REA in service order print.	C. Batch code modules - Category 1: Vendor supplied	Included - Estimate	Same as #37
CCU GAP - 41	Batch - urphufm.pc - Meter upload formatter. See urphdfm. Beware REA in service order print.	C. Batch code modules - Category 1: Vendor supplied	Included - Estimate	Same as #37
CCU GAP - 42	Batch - urphufl.pc - Meter upload process. See urphdfm. Beware REA in service order print.	C. Batch code modules - Category 1: Vendor supplied	Included - Estimate	Same as #37
CCU GAP - 43	Batch - USPLED1.pco - Letter generator. See code drop.	C. Batch code modules - Category 1: Vendor supplied	Included	There is a Hansen ongoing process to sync fixes across the releases as they are needed. This should be retested in new upgrade project to confirm but this should be base functionality. Hansen to review that fix IUSCQ00309387 is in latest release.
CCU GAP - 44	Batch - Hansen: Do you have an alternative in current CIS/Banner that we should use in place of the REA code stuff that's been used for our "water off" status? (This applies to both the "Service Order Print" process listed above as well as the Meter Upload/Download processes that has its own section below.)	C. Batch code modules - Category 1: Vendor supplied	Included - New Functionality	Hansen CIS now contains field status functionality. From Release Notes: Many utilities, primarily water utilities, require the ability to continue billing monthly charges to a customer after their services have been disconnected. The customer is responsible for that monthly billing (e.g., base charges) until a new customer requests service activation and takes over the responsibility. Hansen CIS now allows the utility to leave the service in an active status, for continued billing and track the actual meter status in the field. Processes have been enhanced to recognize the new field status and process the account or service accordingly. The Field Status can be tracked in various areas of Hansen CIS to assist the CSR in understanding the true meter condition (i.e., "DNP OFF", "Seasonal OFF", "ON") in the field and to be used by Hansen CIS processing to ensure that the service is processed based on that meter condition >Confirmed that prior CCU customization is covered in CIS current release >12/6/23: Tracy noted the CIS Field Status enhancements cover what CCU needs. While different than what currently done today, the new functionality is better and more automated.
CCU GAP - 45	GAP: "flat-files" - Not a gap per-se, but all feeds that are currently being imported to Banner via flat-file should be tested for compatibility in the new Banner as some of them contain extraneous data beyond the specified data regions. Additionally, these processes, which exist outside of the Banner server, perform automatic file transfer to the Banner batch server. These transfers will need to be repointed to the SaaS server or left in a user-accessible location for user data transfer.	D. Vendor feeds	Included - Estimate	Inbound/outbound files will need to be routed through the new SaaS FTP servers. These will need to be tested by CCU to confirm the latest CIS code works the same or if the inbound file processing needs adjusting. CRPI Loan customizations covered under GAP #30. Other imported files covered under other GAPs.



Item #	Description	Category	SOW Response Type	Notes
CCU GAP - 46	<p>GAP: "database" -- All files originating from or imported to Banner via database are going to require rework. (BT database dependencies)</p>	D. Vendor feeds	Included - Estimate BP	<p>>Hansen plans to use CIS Bill Print processing. The BT eco-system will not be ported to SaaS but replaced with new functionality.</p> <p>>AutoPay - Adjust data on Payment Account Maintenance (Paymentus record) as needed and provide HIF update of AutoPay transactions. Provide Bill Print user exit to drive needed a bill message.</p> <p>>Ebill - The creation and updates to Ebill flags should be available from HSSP as other account functions. Add history of Ebill updates in CIS and updates from HSSP.</p> <p>>Owner (of a Tenant relationship) uses Responsible Party, and they can get a copy of the bill.</p> <p>>Authorized Agent (e.g. Realtor / Property Manager) can view the bill and do other account updates once providing necessary documentation. CSRs query the agent to confirm their access. They do not get copy of bill. Add a flag and alert on the account to indicate this relationship.</p> <p>>Bill Print Covered by and estimated covered by GAP #2.</p> <p>>BT eco-system needs are covered under GAP #46.</p> <p>>View Bill needs are covered under GAP #4.</p>
CCU GAP - 47	<p>Hansen: We have some vendor feeds that our processes external to Banner push data into the database - mostly custom tables but in some cases notes. This needs to be assessed</p>	D. Vendor feeds	Included - Estimate BP	
CCU GAP - 48	<p>GAP: Batch server - boamam backups - This process makes rolling backups of the BOAMAM batch process' output file boamam.mam. These only serves as a resource for analysis if there are issues. This can probably be phased out or migrated elsewhere. Run at noon on weekdays.</p>	E. Cron/scheduled jobs	Included	<p>All server components are backed up locally to servers, data to reporting DB real-time, and to DR real-time. Anything outside of SAAS will need a client backup plan implemented.</p>
CCU GAP - 49	<p>GAP: Batch server - refresh_boamam - Refreshes database table boamam from the view that drives the BOAMAM batch process. Runs 6:45AM daily. Hansen: As discussed, processes like this cache to our own tables. The feasibility of these depends on your stance on non-Banner tables in the database.</p> <p>GAP: Batch server - refresh_boamam_finance - Similar to the above, this job refreshes the boamam_finance table but also includes the date. Runs 7AM daily. Deprecate this</p>	E. Cron/scheduled jobs	Included - Estimate	<p>Review current release ACTS and HIF API to leverage and ability to add RPA/ CORAUTO items to run non-Banner jobs.</p> <p>>schema.uimsmgr.table.boamam</p> <p>>Shell/XML Script to populate table</p> <p>>Evaluate if a lot of this can be moved to baseline</p> <p>>Lift/Shift and extensions as needed</p> <p>>schema.uimsmgr.table.boamam_finance</p> <p>>Shell/XML Script to Finance to populate table</p> <p>>Evaluate if a lot of this can be moved to baseline</p> <p>>Lift/Shift and extensions as needed</p>



Item #	Description	Category	SOW Response Type	Notes
CCU GAP - 50	<p>GAP: Batch server - global.gen - This generates a feed from Banner of utility accounts as a means of validation of user input - to be used by Global Express. Is this still used? Runs at 12:07AM (I wonder if I meant to do 7AM). Deprecate?</p> <p>GAP: Batch server - cleanup.shl - This process cleans up old vendor feed files. We would need to know from Hansen if this automation can be supplied by us, if they can supply it, or if it needs to become a manual process. Runs at 2AM on the 5th of each month. Hansen: Does SaaS provide automated batch cleanup, or can we still run this?</p>	E. Cron/scheduled jobs	Included - Estimate	<p>>global.gen - Vendor is dropped. No action needed. Deprecate</p> <p>>cleanup.shl - Lift and Shift or use SaaS Standard.</p>
CCU GAP - 51	<p>GAP: Batch server - FinanceAutomaticBannerPayments.shl - The county itself is a customer of the utilities department. This process replaced manual entry into Banner of county payments to the utilities department. Now finance simply works the ledger half. If phased out, CSRs would have to key the payment entries again. Runs at 8AM on the 1st of each month. Hansen: This directly pushes to the payment table. This would need to be re-engineered to generate a CRPI file if required to be external.</p>	E. Cron/scheduled jobs	Included - Estimate	<p>>Plan to implement views and processes with CorAuto and a new screen.</p> <p>>Outbound - schema.ujmsmgr.table.boamam_finance_cycles to drive schema.ujmsmgr.table.boamam_finance view.</p> <p>>Add CIS screen to replace the current Web landing page, to show these balances from this view.</p> <p>>Inbound Payment - FinanceAutomaticBannerPayments.sql - run first of the month.</p>
CCU GAP - 52	<p>GAP: Batch server - balancexml - This process builds an XML file containing utilities account balances which acts as a feed from Banner to Bill Trust. Depends on the boamam.mam file output of the BOAMAM batch process. Runs at 8PM daily.</p>	E. Cron/scheduled jobs	Included - Estimate	<p>>Lift/shift to GJAP/Scheduler for Balances Flat File, balancexml.</p> <p>>This could change or be removed depending on CCU/Paymentus implementation.</p>
CCU GAP - 53	<p>GAP: Batch server - mnthrpt.shl - Wrapper for several SQL scripts that build/rebuild tables used to drive specific monthly reporting. This would need to be migrated to the data warehouse database. Run at 5AM on the 1st of every month.</p>	E. Cron/scheduled jobs	Included	<p>>11/20/24 - CCU can build these out to be run on the reporting DB or the Sandbox environment.</p>
CCU GAP - 54	<p>GAP: Batch server - MuellerCustomerDataDump.shl - Builds and sends meter "socket" information to Mueller. Depending on the data warehouse timing, this may be able to be migrated to there. Runs at 5:45AM on weekdays.</p>	E. Cron/scheduled jobs	Included - Estimate	<p>11/20/24 - These scripts to be formalized as processes to run on GJAPCTL/Scheduler.</p>
CCU GAP - 55	<p>GAP: Batch server - CaptureBackup.shl - This makes a backup of the data captured in our modified UBPBILP batch process. Done in case the in-house bill archive/rendering/PDF process breaks in strange ways. Runs at 11:40PM on weekdays.</p>	E. Cron/scheduled jobs	Included - Estimate BP	<p>Data regarding bills is stored historically in BHST with CLOB and PDF. The separate fields/tables should not be needed using baseline PDF billprint. Part of environment backups.</p>



Item #	Description	Category	SOW Response Type	Notes
CCU GAP - 56	<p>GAP: Batch server - fmpjob.bash -- Florida Mail & Print - Looks for and converts specific batch output (letters) to PDF. Runs every minute from 7AM-10AM. This is better explained in the section above on PDFs.</p> <p>Hansen: We currently use standard GNU tools to convert notices/letters to PDF, including use of groff and Ghostscript. Do you offer an alternative or can this remain as part of the SaaS offering? If not we would need prepare a solution to offload this to users' workstations.</p>	E. Cron/scheduled jobs	Included	This functionality is contained with Hansen CIS latest release with the new letters/communications modules. This module contains native ability to utilize templates to render PDFs. In the event that XML is preferred, that can be retrieved as well.
CCU GAP - 57	GAP: Database server - * 6-10 14 10 * /locations/logger > /dev/null 2>&1 -- Old temporary job logging Banner activity for internal audit. Was run only during select days in October.	E. Cron/scheduled jobs	Included	Hansen CIS latest release has the capability to query job activity and also has enhanced job monitoring functionality.
CCU GAP - 58	<p>This would be phased out by the SaaS solution itself.</p> <p>>GAP: Database server - dailydome - Prepares maintenance/cleanup scripts related to database backups. This is not the backup process itself. Run as 11:15AM daily.</p> <p>>GAP: Database server - crontab backup - Performs snapshot of the current cron setup for the superuser. Runs at 7:01AM daily.</p> <p>>GAP: Database server - Audit "lrad" file cleanup - Removes old .aud files based on age of file. Does not remove the most recent aud files. Runs at 3:30PM daily.</p> <p>>GAP: Database server - Alert log "xml" cleanup - Removes old .xml files based on age of file. Does not remove the most recent xml files. Runs at 3:30PM daily.</p> <p>>GAP: Database server - cron.GenBundleCmds - Database backup file archive prep. Runs at noon daily.</p> <p>>GAP: Database server - cron.RunMe -- Database backup file archive. Runs at 10:00AM daily.</p> <p>>GAP: Database server - Append cleanup of old "tar" files to "RunMe" job. Runs at 8:00 AM daily.</p> <p>>GAP: Database server - ccuprd_backup_logs - Banner database log backup. Runs every 10 minutes from 6AM - 10PM weekdays.</p> <p>>GAP: Database server - ccuprd_backup_full - Banner database full backup. Runs at 1:00AM Tuesday through Saturday.</p> <p>>GAP: Database server - crontab backup - Performs a snapshot of the current cron setup for Oracle. Runs at 7:00AM daily.</p> <p>>GAP: Database server - controlfile_snap_* - Continuous snapshots of the database control file. Runs every 10 minutes.</p>	E. Cron/scheduled jobs	Included	<p>>Hansen SaaS services provide full backup and restore capabilities both at the database level as well as the operating system level. This allows any code or data to be rolled back should any challenges arise during normal operation of Hansen CIS.</p> <p>>RMAN DB and volume server backups are completed daily, and incremental snapshots/archive logging is performed throughout the day.</p> <p>>DR / Reporting DB are mirrored near real-time.</p>



Item #	Description	Category	SOW Response Type	Notes
CCU GAP - 59	<p>GAP: Database server - CityworksCron.sh -- External compliment of Cityworks Banner integration service order database trigger. Runs every minute from 6AM to 10PM daily. This should be part of the SaaS migration project scope and phased out in favor of the official Cityworks support contained in the SaaS solution itself.</p> <p>>11/5/24 - Added detail from Greg Soravilla email on 11/1/24. In response to yesterday's meeting, the architecture for the Cityworks integration, high level, works like this (I will use "SO" for the Banner side and "WO" for the Cityworks side):</p> <ul style="list-style-type: none"> >Cityworks has a dedicated server as well as a separate integration server. There's a pair for prod and a pair for dev. >When an SO is saved, a trigger checks the SO type and pushes it to a staging table for CW to pick up. Trigger workload is minimized in order to avoid any performance penalty and to be risk adverse. >CW integration server (JSON) will pick up the SO and then query views we have, create the WO, and mark the associated WO info back to the staging table. This is the point the SO-WO 1:1 relationship is established. >After a user updates their WO, the CW integration will push data into a separate return table in the Banner DB. Then, it calls a validation procedure in a package we have. Results are then pushed by the integration into both CW as well as the staging table. >A separate block of SQL is responsible for taking finished WOs from the staging table and pushing data back into notes (SO and note table), then archiving the SO off of the staging table. >All the Banner/SO objects (views, procedure) live in separate schema(s) from Banner, except for the trigger needs. >The integrator is a paid 3rd party subcontractor, hired by the company that did our Cityworks implementation. We are NOT experts in what can and cannot be done in the JSON and do not know what it would take to migrate that to HIF, etc. 	E. Cron/scheduled jobs	Included - Estimate CityWorks	<p>>Discussed with Hansen IT and determined an approach to move the custom CITYWORKS and CITYWORKSPKG schemas to CIS servers and implement VPN access by the JIIS integration server. Estimate included to port the schemas, setup the VPN, and test. Ongoing maintenance to be adjusted to cover any future needs.</p> <p>>The desired plan for the future is to create a new separate project to implement the full CIS and CityWorks API/tokenized based transaction level integration. This future project would remove the upgrade custom schemas and VPN to allow baseline transactions.</p>



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CCU GAP - 60	<p>GAP: Paper Suppression Tool – Currently we use a custom database table to indicate bills that are e-bills and should not be printed. Due to limitations in the vendor feeds as well as specific customer accommodations there is desire to be able to have CSRs enable or disable paper bill printing. This tool allows a CSR to search for a utilities account and change the setting. This will need to be reviewed in the context of section "A. Bill printing and PDF generation", specifically if the Hansen PDF bill solution can replace the bill archive, it would become responsible for bill suppression and therefore dictate how this is handled going forward. Regardless, the automatic flagging of this from external sources would also need to be reviewed and updated.</p>	A. Bill printing and PDF generation	Included - Estimate BP	The current CIS will be able to address this functionality with the customer bill routing and ebill settings at the account level now.
CCU GAP - 61	<p>GAP: Checkfree correction tool – Certain on-line 3rd party payment vendors provide an unvalidated free-form field for customers to enter their utilities account number. Because these can be unvalidated, customer do mistype their utilities account number. This tool allows the cash office to make account number corrections to the payment file before being posted into Banner. It provides the cash office any supplied context, such as name and address but does not allow editing of any other data, such as dollar amount. This tool should only need to be pointed to the batch area of the SaaS solution but should not require any modification.</p>	F. In-house end-user tools	Included	<p>>This tool is external to SaaS and can submit corrected files to the FTP server to be imported into the CIS environment so that the batch processes can access the files.</p> <p>>Use UAPCRPI, covered under GAP #45</p>
CCU GAP - 62	<p>GAP: Sue M. data correction scripts. – Utilities billing staff have access to certain scripts used to correct specific business scenarios. These scenarios need to be reviewed by Hansen and would be part of Hansen's support in the SaaS solution. Hansen: Would this need to be part of Hansen's support / trigger post-production support tickets? We need to review database-level data corrections, including legacy SQL scripts, and determine feasibility or alternatives. This conversation should be focused on county-side subject-level experts.</p>	F. In-house end-user tools	Included	<p>>Hansen HBI can be used to create reports and queries into the near real-time reporting DB. While we hope with the upgrade the need for data change scripts is eliminated, existing CCU data correction queries could be reviewed to see which may be utilized by Hasen support. Request for data changes would be part of the production Support ticket processing. Execution of any data change scripts in production would be executed by the Hansen Support staff and verified by CCU.</p> <p>>CORAUTO approach for any reoccurring scripts needed else address one-off issues with portal tickets. All scripts would need to be tested in a Non-Prod environment and then provided to Hansen for review and promotion to Production.</p>
CCU GAP - 63	<p>GAP: Non Power-BI reports may be real-time dependent. These specific reports will need to be assessed per-report and as part of a review with Hansen for alternatives during the upgrade project. Hansen: Please comment on existing real-time report database access. Hansen: Please comment on user-level ad-hoc queries.</p>	G. Reporting considerations	Included	<p>Access to true prod is read only and should not be used for reporting during business hours. All reporting engines, HBI / Power BI etc should be pointed at the reporting db which is near real time and the Sandbox which is refreshed 5 times a week.</p> <p>>With HBI and Power Bi, the utility has options for ad hoc queries</p>



Item #	Description	Category	SOW Response Type	Notes
CCU GAP - 64	ODBC - Hansen: Please comment on connectivity via ODBC and/or ORA*NET.	G. Reporting considerations	Included	>Hansen CIS current release provides a robust set of HIF interface APIs. For SaaS processing, direct DB connections are not implemented, and these integrations would need to use an existing HIF transaction, or add a new HIF transaction, or be able to provide a data load file format that can be implemented with RPA / CORAUTO functionality. >The typical SaaS reporting is addressed with the implementation of near real-time reporting DB where Jasper/Soft and other SQL tools can be used. Based on other CCU needs presented, a separate Sandbox environment is included in the pricing to where data from production will be cloned daily (5 business days) and allow for CCU additional data tables and imports for their reporting needs. >Addressed by GAP #62 and could be addressed by CIS latest release RPA / CORAUTO functionality.
CCU GAP - 65	GAP: Users would need individualized client tools. While less convenient, the free PUTTY suite should suffice, or could be enhanced with client-side batch scripts.	H. Apache/web	Included	
CCU GAP - 66	GAP: Confirmation is needed that the current upload and download versions are available and the best-fit for SaaS. Hansen: Does the SaaS solution restrict the available meter reading upload/download batch processes? My understanding is that normally several different vendor formats are available. Is the Itron format available?	I. Meter system interface	Included - Estimate	There is no restriction on the upload/download batch processing. Hansen does have several formats/versions available for use or existing integration can be brought forward. A new integration can be done as an extension. Assume using Hansen formats or current format brought forward. >Covered under GAP #37.
CCU GAP - 67	GAP: Memo payments -- Collections staff upload pending payments from payment vendors through this process into Banner "memo payments". This creates a "hold" of sorts on financial related actions such as shut-off-for-non-payment. Requires direct database access. Hansen: Please assess.	J. IIS	Included - Estimate	>New Screen with upload availability, determine if Memo vs Credit card need separate screens/import interface rules Or >Convert to a C process Estimate is the same.
CCU GAP - 68	GAP: Note imports -- An interface is provided for mass-entry of notes to accounts that have received returned-mail for the day. This is in lieu of staff having to search and update each account manually. Requires direct database access. Hansen: Please assess.	J. IIS	Included - Estimate	>CCU to standardize all tabs to one spreadsheet/tab, add type to differentiate the differences (e.g. deceased). >Use Note Maintenance mass import functionality baseline with adjustments.
CCU GAP - 69	GAP: Adjustment form -- CSRs can submit adjustment requests for management review. If approved, I believe these are entered manually (not automated due to the variations on adjustment situations). SQL Server only. Should not require modification.	J. IIS	Included	Supported in base now with CIS latest release and business level auditing
CCU GAP - 70	GAP: Charlotte Harbor reads -- The monthly file received from Charlotte Harbor Water is converted into a standard Itron file upload format. See "I. Meter system interface" for related. Needs to be tested w/Banner meter processes. Not expected to require modification.	J. IIS	Included	>Expect the same file format can be used. >Covered under GAP #37.



Item #	Description	Category	SOW Response Type	Notes
CCU GAP - 71	GAP: El Jobean reads -- The monthly file received from El Jobean is converted into a standard Itron file upload format. See "1. Meter system interface" for related. Needs to be tested w/Banner meter processes. Not expected to require modification.	J. IIS	Included	CCU to convert El Jobean file and FTP upload it to SaaS >Covered under GAP #37.
CCU GAP - 72	GAP: Daily Service Orders & Missed Service Orders -- These two are real-time views of what services orders are in the purview of meter services. It is meant as a convenience item for meter services management and field workers. Requires direct database access. Hansen: Please assess.	J. IIS	Included - Estimate	>Service Order View of Open Orders View to be implemented in Hansen CIS and provide limited Banner access to this staff, build them a screen/dashboard with these view properties.
CCU GAP - 73	Hansen: Would SaaS support our 4.4 "custom" alerts and "At a Glance" setup in the portlet/non-forms area of Banner/CIS? We do not know if this carried over into the reworked UI. We use these for Ilen alerts, for example.	Z. General/other	Included	Yes these would become tiles / user / account alerts.
CCU GAP - 74	GAP: ACH -- Billing may need a modified version of their process for working with ACH files. Low risk -- automatic addition of header may need to be updated.	Z. General/other	Included - Estimate	>Implement this as an interface change as needed.
CCU GAP - 75	Bad debt -- currently an internal only process. Desire to go with collection agency (going forward when we get a new coll. agency). Verify at project start that this has not changed.	Z. General/other	Included	Hansen CIS has a standard outbound and inbound flat files that can be used with internal or external collection agencies. This would work in SaaS as other file based integrations.
CCU GAP - 76	Hansen: Currently we use Oracle for research and other analysis. For example, we have a separate database for creating data from Banner and other sources (e.g. GIS) to do analysis. We also use Oracle for warehousing data like hourly reads. What options do you see as being available to us in SaaS that may allow us to accommodate some or all of this?	Z. General/other	Included	>The typical SaaS reporting is addressed with the implementation of near real-time reporting DB where JasperSoft and other SQL tools can be used. Based on other CCU needs presented, a separate Sandbox environment is included in the pricing to where data from production will be cloned daily (5 business days) and allow for CCU additional data tables and imports for their reporting needs.



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CCU GAP - 77	Large Data Corrections	Z. General/other	Included	<p>>Use New Baseline - MASS PROCESSING FUNCTIONALITY - Hansen CIS has an assortment of new screens that were created with the intent of providing an easy method for making corrections to multiple accounts at one time. These corrections include the mass cancellation of payments, bills, as well as make mass updates to meter inventory. Additionally, other mass screens that have been created give the ability to generate communications, new charges, and service orders for groups of accounts or services.</p> <p>>>Mass Payment Reversal - Provides the ability to reverse payments in mass</p> <p>>>Mass Meter Inventory - Provides the ability to update meter inventory in mass</p> <p>>>Mass Cancel Bill - Provides the ability to cancel bills in mass</p> <p>>>Mass New Charges Entry - Provides the ability to enter open items for a group of new charges. Any changes display on the customer's next bill.</p> <p>>>Mass Service Order Generation - Provides the ability to search for and locate a group of accounts to create service orders.</p> <p>>>Mass Data Import/Export - To support easier transfer of system data, particularly rule and validation data being copied between environments, the data import and export functionality that was introduced for access groups, users, and rate rules with the 2021 release has now been expanded to include more screens: Payment Arrangement Rules (CTRPYAR), Budget Plan Rules (CTRBDM), Delinquency Rules (CTRDELQ), and Adjustment Code Rules (CTRADJM). Additionally, a Mass Data Import/Export (CSAIMEX) screen has been added which allows multiple screens to be exported into a single XML file, which can then be imported. This import/export process allows not only for easy copying of rule and validation settings between environments but allows for easy backup and restoration when changes have been made.</p>
CCU GAP - 78	Joining Datasets from external sources. Using oracle for complex reporting and data manipulation. Concerns with large datasets.	Z. General/other	Included	<p>>The typical SaaS reporting is addressed with the implementation of near real-time reporting DB where JasperSoft and other SQL tools can be used. Based on other CCU needs presented, a separate Sandbox environment is included in the pricing to where data from production will be cloned daily (5 business days) and allow for CCU additional data tables and imports for their reporting needs. Extra storage included for large CIS external data CCU plans to import including AMI.</p>
CCU GAP - 79	Database privileges to Reporting database to utilize Oracle tools. (e.g. CCUCSTAT, XDST database tables)	Z. General/other	Included	<p>>The typical SaaS reporting is addressed with the implementation of near real-time reporting DB where JasperSoft and other SQL tools can be used. Based on other CCU needs presented, a separate Sandbox environment is included in the pricing to where data from production will be cloned daily (5 business days) and allow for CCU additional data tables and imports for their reporting needs.</p>



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CCU GAP - 80	CodeDrop_USB8274_08-22-18 -- USB-8274 -- UGOQOLIB.olb -- Base; This object requires all forms to be recompiled. But if only some forms are to be recompiled then take the olb and put in working directory with the forms to be recompiled. After form(s) have recompiled then take frm and move to general/exe. To mass recompile all forms do the following Copy UGOQOLIB.olb in /u01/app/banner/gsl/lib and into /u01/app/banner/general/exe mass recompile all forms. [Shared UI library]	B. Code drops/code customizations	Included	>Added to list as CCU noted missed from GAP list. It was not listed as the same object and is duplicate to GAP #18 above. This delivery is for a different reason. This fix addressed Fields not Sorting on Forms. >With the upgrade there are no longer any Forms as all have been converted to Java screens. Sorting was evaluated and sorting can be configured now.
CCU GAP - 81	CodeDrop_USB9366_02-08-19 -- USB-9366 -- utvmcom_USB9366.upd -- Alter SQL in UTVMCOM to allow searches against nullable fields. [UI dependency]	B. Code drops/code customizations	Included	>Added to list as CCU noted missed from GAP list. This fix addressed searching on nullable fields like School District Code. Baseline issue fixed in 4.4. >With the upgrade there are no longer any Forms as all have been converted to Java screens. All prior Form logic was converted.
CCU GAP - 82	Question relating to the Hansen's payment processing module. Can Hansen implement the payment processing/credit card payment as an independent, standalone solution prior to the implementation of the other modules presented in this SOW? >>CCU business decision. Currently focused on moving to Paymentus. Reference back to Bill Trust (item 46) & in-house bill solution (loosely tied to 45). We (BCC) should be mentioning a long-term goal of HIF in conversations with Paymentus to ensure future compatibility.	Z. General/other	Included - Estimate	>CCU plans to move from their current BillTrust payment vendor to Paymentus. >Paymentus integration in development now for Hansen CIS release, expect it to be available for CCU during upgrade project. This will be API based to pass balances real-time and capture tokenized one time or recurring payments from Paymentus. >The tokenized recurring payment will be captured in Hansen CIS and will suffice as the AutoPay functionality. >Estimate included for integration setup and configuration.
CCU GAP - NEW.1	NEW GAP - Prior 4.4 Customization - Premise Default I/O City >UCBPREM - Modify the form to default the UCBPREM_I_O_CITY_IND to default to 'Outside' when a new record is created. UCBPREM.fmb	Z. General/other	Included	>Addressed as a "configuration" in release upgrade.. Included in UI Configurations estimate.
CCU GAP - NEW.2	NEW GAP - Prior 4.4 Customization - Charge Calc - CCU04; Loan interest calculations. UBPCALC.pcc	Z. General/other	Included	>Addressed with current release baseline.
CCU GAP - NEW.3	NEW GAP - Prior 4.4 Customization - Payment Exception Screen to Handle heartship payment UAAPYEX.fmb	Z. General/other	Included - Estimate	>Keep as custom for upgrade as an "extension" versus core code changes.
CCU GAP - NEW.4	Bank Draft; use hold date to update uabpymt and uabaprv UAPCBDD.pc	C. Batch code modules - Category 1; Vendor supplied	Included - Estimate	>Keep as custom for upgrade as an "extension" versus core code changes.
CCU GAP - NEW.5	The command 'land' does not work for port charlotte it should be glajobs.shl	Z. General/other	Included	>Address with Hansen IT printers setup.

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SaaS Standard - 1	General Ledger (GL)	C. Batch code modules - Category 1: Vendor supplied	Included	<ul style="list-style-type: none"> >Two-way interface for updates to the GL. >Use Baseline or for any existing CCU processes Lift/Shift or RPA.
SaaS Standard - 2	Collection Agency	C. Batch code modules - Category 1: Vendor supplied	Included	<ul style="list-style-type: none"> >Two-way interface to send customer account information and receive payment information for customers. >Use Baseline or for any existing CCU processes Lift/Shift or RPA.
SaaS Standard - 3	IVR	Z. General/other	Included - Estimate	<ul style="list-style-type: none"> >Two-way interface IVR system for customer account inquiry and payments. >A one-way interface to the IVR system to provide outbound calling campaigns. >A one-way interface to support a screen pop for CSR's. >Leverage Standard HIF and included small customizations. >A two-way interface to process ACH payments. >Use Baseline.
SaaS Standard - 4	ACH	C. Batch code modules - Category 1: Vendor supplied	Included	
SaaS Standard - 5	GIS	Z. General/other	Included - Estimate	<ul style="list-style-type: none"> >A two-way integration with the County's GIS systems where CIS provides Lat/Long coordinates to launch GIS maps and ability to provide CIS Service Order information GIS to be able to produce a Map. No data is synced between CIS and GIS with the current release.
SaaS Standard - 6	Inventory Management	C. Batch code modules - Category 1: Vendor supplied	Included	<ul style="list-style-type: none"> >Use standard HIF to provide GIS mapping in CIS. >A one-way import with several manufacturers to automatically update inventory.
SaaS Standard - 7	Backflow Management	Z. General/other	Included - Estimate HIT	<ul style="list-style-type: none"> >Use Baseline or existing CCU processes Lift/Shift or RPA.
SaaS Standard - 8	Active Directory	Z. General/other	Included	<ul style="list-style-type: none"> >Hansen Inventory Test is included in the scope of this SOW to help maintain backflow devices and associated information.
SaaS Standard - 9	Barcode Scanners - Payments	Z. General/other	Included - Estimate	<ul style="list-style-type: none"> >An integration with the County's Active Directory for authentication of users. >A one-way integration with barcode scanners to identify meter location.
SaaS Standard - 10	Outlook Email	Z. General/other	Included	<ul style="list-style-type: none"> >Lift/Shift any CCU existing process. >IT configuration for an interface with the County's Outlook outbound email service to facilitate the one-way (export) of generated emails.