PROFESSIONAL SERVICES AGREEMENT

Project Management Software

The City of Kirkland, Washington, a municipal corporation ("City"), and HKA Tech, LLC, whose address is One Commerce Square 2005 Market St. Suite 820, Philadelphia, PA, and PMWeb, Inc., whose address is 2875 NE 191st Street, PH6, Aventura, FL 33180 (together "Consultant," unless the context clearly indicates otherwise), in consideration of the mutual benefits and conditions set forth below, agree and contract as follows.

I. SERVICES BY CONSULTANT

A. The Consultant agrees to perform the services for the City's Project Management Software project, as such services were described and detailed in the City's Request for Proposal (RFP) Job #32-23-PW and all documents submitted by Consultant in response, which are hereby fully incorporated herein as part of this Agreement as if set forth herein, and as such services are further described in the following attachments to this Agreement:

1. Attachment A – Professional Services Statement of Work and Pricing Sheet for licensing, all included modules and components, professional services and maintenance and support;

2. Attachment B – PMWeb's Software Subscription Agreement; and

3. Attachment C – PMWeb Support Guide

Unless specifically noted in this Agreement, the terms of this Professional Services Agreement supersede any conflicting provisions contained within these attachments.

B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

C. In addition, in providing the services, Consultant shall agree to and comply with the following:

1. Attachment D (IT Cloud Vendor Security Agreement);

2. Attachment E (Non-Disclosure Agreement); and

3. Attachment F (Vendor Network Access Agreement); and

4. Attachment G (WalkMe Customer Software Usage Agreement).

II. COMPENSATION

A. All compensation for these services shall be paid to HKA Tech, LLC, on behalf of all Consultants and subconsultants, including WalkMe.

B. The total compensation to be paid to Consultant for these services in year one shall not exceed $230,045.50 (including sales tax), as detailed in Attachment A, Section 2.0.

C. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.

D. Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.

E. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.

F. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. GENERAL ADMINISTRATION AND MANAGEMENT

The Capital Projects Manager and/or Capital Projects Supervisor for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

IV. COMPLETION DATE AND/OR DURATION OF AGREEMENT

For the Consultant's performance of the implementation services specified in Section I, the estimated completion date is described in Attachment A.

For software licensing and maintenance and support services, the estimated initial date shall be June 3, 2024, for a one-year period, and will automatically renew annually unless either party notifies the other in writing at least 30 days in advance consistent with Attachment C, provided that it will not automatically renew more than four years following the initial term. Therefore, the Agreement will expire no later than December 31, 2029.

Consultant will diligently proceed with the services contracted for, but Consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

V. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above. To the extent that the City is being invoiced on an annual basis in advance of services being provided, then, if the Agreement is terminated, the Consultant shall return to the City a prorated amount of the annual fee(s), based on the number of months remaining in the then paid year.

VI.   DOCUMENTATION AND OWNERSHIP OF WORK PRODUCT

A.   Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

B.   Methodology, materials, software, logic, and systems implemented or developed under this Agreement are the property of the Consultant. The City has the right to use the Consultant's software program during the Agreement term. Materials developed under this Agreement are the property of the Consultant and the City. Such materials may be used as either the Consultant or the City sees fit, including the right to revise or publish the same without limitation, except that no materials revealing proprietary information about Consultant's software, including software, queries, screenshots of the software, and user guides, can be published by the City on public websites under any circumstances. This limitation on publication does not apply to data or final published documents created by the City while using the Consultant's software platform, which are materials owned by the City. The City is solely responsible for and retains all right, title, and interest in and to any and all data or content made available by the City for use with or in, or uploaded to, the Consultant's software.

C.   Nothing in this Agreement prohibits the City from disclosing records as required by the Washington State Public Records Act, chapter 42.56 RCW. If a public records request is made for Consultant's proprietary information, the City will use reasonable efforts to notify Consultant prior to any release. Confidential Information under Exhibit C does not include any records or information that (a) is or becomes generally available to the public, (b) was in its possession or known by the disclosing party prior to receipt, (c) was rightfully disclosed to it without restriction by a third party, (d) is required to be disclosed by law including the Washington State Public Records Act.

D.   The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, including chapter 42.56 RCW.

The Consultant will at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of six (6) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

VII.   SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII.   NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX.   HOLD HARMLESS/INDEMNIFICATION

A.   To the greatest extent allowed by law the Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, and volunteers ("Indemnified Parties") harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnified Parties.

B.   Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

C.   It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, Washington's industrial insurance law, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.

D.   The provisions of this section shall survive the expiration or termination of this Agreement.

X.   LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Consultant and/or its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or to otherwise limit the City's recourse to any remedy available at law or in equity.

A.   **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1.   Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2.   Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3.   Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4.   Professional Liability insurance appropriate to the Consultant's profession.

5.   Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of City confidential and personally identifiable information, including but not limited to, any information about an individual maintained by or on behalf of the City, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii)

the inability of an authorized Third Party to gain access to supplier systems and/or the City's Data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the City or any other Third Party Data.

Lawfully insurable fines and penalties resulting or allegedly resulting from a Data breach.

Event management services and first-party loss expenses for a Data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore Data or systems.

For purposes of this insurance subsection, the terms Third Party and Data are defined in Section XI.

B. **Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. <u>Commercial General Liability</u> insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. <u>Professional Liability</u> insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

4. <u>Network Security (Cyber) and Privacy Insurance</u> shall be written with limits no less than $1,000,000 per claim, $2,000,000 policy aggregate for network security and privacy coverage, $100,000 per claim for regulatory action (fines and penalties), and $100,000 per claim for event management services

C. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant shall provide the City and all Additional Insureds for the services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. **Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

F. **Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. **City Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. LIMITATION OF LIABILITY

Except for bodily injury of a person or allegations of intellectual property infringement, Consultant's liability, if any, shall not exceed the amounts City has paid to Consultant in the previous twelve (12) months pursuant to this Agreement. Consultant shall not be responsible to City, or any person claiming through the City, for any type of incidental, punitive, indirect or consequential damages, including but not limited to, lost revenue, lost profits, business interruption, replacement goods, loss of technology, rights or services, loss of data or interruption or loss of use of services or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort, strict liability or otherwise. Consultant, for avoidance of doubt, also confirms that it disclaims any warranty of merchantability or fitness for a purpose to the full extent allowable under governing law

XII. SAFEGUARDING OF PERSONAL INFORMATION

A. Definitions. The following definitions shall have the assigned meaning for this section.

1. "Data" means all information, whether in oral or written (including electronic) form, created by or in any way originating with the City and/or End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the City and/or End Users, in the course of using and configuring the Services provided under this Agreement, and includes the City's Data, End User's Data, and Personal Information.

2. "Data Compromise" means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security,

confidentiality, or integrity of the Data, or the ability of City to access the Data.

3. "End User" means the individuals (including, but not limited to employees, authorized agents, students and volunteers of City; Third Party consultants, auditors and other independent contractors performing services for City; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of City provided services; and any external users collaborating with City) authorized by City to access and use the Services provided by Consultant under this Agreement.

4. "Third Party" means persons, corporations, and entities other than Consultant, or any of their employees, contractors, or agents.

B. The Consultant shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding Data security and electronic Data interchange of Personal Information.

C. The Consultant shall ensure its directors, officers, employees, subcontractors, or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement and for no other purposes.

D. The Consultant shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification, or loss.

E. The Consultant and its sub-consultants and agents agree not to release, divulge, publish, transfer, sell, or otherwise make Personal Information known to unauthorized persons without the express, prior written consent of the City or as otherwise authorized by law.

F. The Consultant agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

G. The Consultant shall make Personal Information available to amend as directed by the City and incorporate any amendments into all the copies maintained by the Consultant or its subcontractors and agents. Consultant shall certify its destruction after ninety (90) calendar days and the Consultant shall retain no copies. If Consultant and City mutually determine that return or destruction is not feasible, the Consultant shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

H. The Consultant shall notify the City in writing immediately upon becoming aware of any unauthorized access, use, or disclosure of Personal Information. Consultant shall take necessary steps to mitigate any harmful effects of such use or disclosure. Consultant is financially responsible for notification of any unauthorized access, use, or disclosure. The details of the notification must be approved by the City. Any breach of this clause may result in immediate termination of the Agreement by the City and the demand for return of all Personal Information.

I. Consultant agrees that within 12 months prior to the Effective Date of this Agreement, at least once per year thereafter, and immediately after any actual

or reasonably suspected Data Compromise, Consultant will, at its own expense, conduct or have conducted the following:

- A PCI, SOC 2 or other mutually agreed upon audit of Consultant's security policies, procedures, and controls;

- A vulnerability scan, performed by a Third Party scanner, of Consultant's systems and facilities that are used in any way to deliver services under this Agreement; and,

- A formal penetration test of Consultant's systems and facilities that are used in any way to deliver services under this Agreement, with such test performed by qualified personnel consistent with an established process.

The same will be evidenced by providing the City a copy of the successful audit letter and a scope of audit document (outlining what is included in the audit), or equivalent as determined acceptable to the City. The audit report should not include "private" information, defined as proprietary environment/infrastructure detail not specific to systems that process or transmit Data.

Consultant to comply with PII (Personally Identifiable Information) or SPI (Sensitive Personal Information) by signing Attachment __ 'IT Cloud Vendor Security Agreement' agreeing to follow security best practices.

XIII. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Chapter 7.02 of the Kirkland Municipal Code.

XIV. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XV. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XVI. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or

oral. This Agreement may be amended only by written instrument properly signed by both parties.

XVII. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

XVIII. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City. However, notwithstanding the foregoing, the City consents to the Consultant including information describing the Consultant's participation in this project in bids, statements of qualifications, or other similar proposals submitted to other municipal, governmental, or similar project sponsor, so long as the information included is factually accurate.

XIX. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XX. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XXI. ASSIGNMENT AND SUBCONTRACT

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. HKA Technology is an authorized reseller and subcontractor of PMWeb, Inc., and vice versa.

XXII. DEBARMENT

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

XXIII.   NON-SOLICITATION

City's Capital Improvement Projects (CIP) Division shall not purposefully or intentionally offer direct or indirect employment to any employee of Consultant at any time during the Term (or subsequent Renewal Term) or for two (2) years after

expiration of the last Renewal Term. Violation of this clause can result in termination of the City's license and right to use the Software.

XXIV. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

XXV. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

XXVI. DISPUTE RESOLUTION

All claims, counterclaims, disputes, and other matters in question between City and Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, documents, data, contentions, and other information. The City Manager or designee shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such determination.

XXVII. EFFECTIVE DATE

This Agreement shall be deemed effective on the last date signed below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT: HKA Tech, LLC

Signature: _Frank Giunta_

Printed Name: Frank Giunta

Title: President

Date: Aug 12, 2024

CITY OF KIRKLAND:

Signature: _Julie Underwood_
Julie Underwood (Aug 12, 2024 13:19 PDT)

Printed Name: Julie Underwood

Title: Deputy City Manager of Operations

Date: Aug 12, 2024

CONSULTANT: PMWeb Inc.

Signature: _Michael Vernon_
Michael Vernon (Aug 12, 2024 13:39 EDT)

Printed Name: Michael Vernon

Title: General Counsel

Date: Aug 12, 2024

PMWeb Statement of Work

for

City of Kirkland

Capital Project Management and Planning Software
RFP Job #32-12-PW
7/18/2024

Table of Contents

Section 1.0 – Introduction

Project Description

The City of Kirkland issued an RFP Job#32-12-PW for a Capital Project Management and Planning software. The City's purpose of this RFP was to choose a scalable and secure solution that could meet the goals of providing Project Management, Capital Planning, Document Management, Collaboration & Communication, Risk & Change Management, Reporting & Analysis, and the ability to integrate with existing systems. The City chose PMWeb to meet these specific goals noted in the RFP. This Statement of Work (SOW) outlines the scope, implementation process, deliverables, and assumptions needed to implement the PMWeb solution for the City.

Scope

The scope for this project will be based on fulfilling the business functionality goals outlined in the RFP and as stated below:

- Robust project management and tracking capabilities:
    - Project Planning, Cost Estimation, Scheduling, Financial Tracking, Robust Reporting
    - Enable project managers to track budgets, estimates costs, manage expenses, monitor financial performance, and variance analysis
    - Ability to support multiple level projects, phases, tasks, and sub-tasks aligned with financial coding
    - Assign resources to tasks, track availability & utilization, and optimize allocation
    - Enable project managers to track progress, milestones, deliverables, etc., as defined by the schedule
- Capital planning and forecasting:
    - Budget Planning, Forecasting, Project Tracking, and Project Fund(s)
    - Create forecasting and estimate project costs and revenues for future years, multiple scenario planning with different budget assumptions
- Document Management
    - Document repository for projects with sharing capabilities
    - Version control functions
    - Document tracking and audit trails
- Communication and Collaboration
    - Communicate and collaborate as teams (stakeholders, PM's, contractors, etc.)
    - Notifications, chat, and discussion boards
    - Workflow automation for approval and review
    - Easy to use mobile functions for collaboration on the go
- Risk and Change Management
    - Capability to identify and manage risks
    - Allow PM's to document, track, assign risk owners, mitigate, and generate risk reports
    - Management and tracking of change requests
- Reporting and Analysis
    - Provide insight into the budget and project performance
    - Pre-built configurable reports and dashboards providing insights of project performance, trends, and opportunities for improvement
    - Report on budget variance, budget to estimates and actuals, project status, and other key performance indicators with exporting to PDF, Excel, or CS
- Integration & Scalability
    - Integrate with the City's ERP (Tyler Munis), document mgmt., and GIS systems

- o   Configurable to meet City requirements
- o   Scalable to City growth and changing needs
- o   Capability to manage and prioritize multiple projects simultaneously
- Access Control
  - o   Role-based access for features and data
- CIP Development & Publication
  - o   Capability to provide 6-year CIP
    - ▪   Proposed/approved funding by year, location, description, maintenance needs, and relevant figures
  - o   Easily configured to meet City's specific needs

These goals will be met with the implementation of PMWeb's out of the box functionalities contained within the following PMWeb modules and Toolbox items: Portfolio, Planning, Costs, Forms, Scheduling, Asset Management, Visual Workflow, Resources, Form Builder, Timesheets, and SAML integration. Each of these modules contains features and abilities to address the City's requirements.

To meet the budgetary goals of the City, PMWeb's features will be used primarily out of the box. Standard configurations such as drop down lists, security groups, custom reports, and simple workflow approvals that can be done with PMWeb's toolset <u>are included</u> as part of the implementation. Integrations with Tyler Munis, ESRI ArcGIS, and document management will be simplified to meet the minimum requirements and stay within the allocated hours.

Out of Scope

- -   Complex Workflow Approvals (no more than 5 steps and 2 branches) for each business process if needed.
- -   Custom functionality not capable of being achieved using the PMWeb built-in configuration tools.
- -   Advanced integrations with other systems .e.g. bi-directional flow of data, use of APIs, complex error logs, etc.
- -   Data Migration from other systems into PMWeb. Note that basic import of a Project log and Company/Vendors is included.

Section 2.0 – Software Pricing & Payment Schedule

SaaS and Implementation Services Proposal (Site License) Hosted by PMWeb						
PMWeb SaaS Core Components [Included]	**Qty**	**$/Unit**	**U/M**	**List Price**	**Total (Year 1)**	**Year 2+**
Project Management: Cost Module/Engineering Forms/Cashflow	1	included				
Visual Workflow: Conditional, Branching, Parallel	1	included				
ToolBox: Document Manager	1	included				
Platform: Business Intelligence	1	included				
Asset Explorer: Attach Projects and Equipment to Locations	1	included				
Annual Software Support & Maintenance	1	included				
PMWeb Additional Modules & Toolbox Activation Fees						
Planning/Estimating: Portfolio Planning/Conceptual Estimating/Online Bidding/BIM	1	included	ea	$ 10,000	$ -	
Scheduling: Project/Portfolio/Claim/Cash flow	1	included	ea	$ 10,000	$ -	
Asset Management: Work Orders, Preventive Maintenance, Dispatch Board, Equipment Management, Inventory Tracking	1	included	ea	$ 10,000	$ -	
Form Builder with Designer & Adaptive Forms	1	included	ea	$ 5,000	$ -	
Resource Management	1	included	ea	$ 5,000	$ -	
Timesheets	1	included	ea	$ 5,000	$ -	
PMWeb Mobile	1	included	ea	$ 6,000	$ -	
AD/SAML	1	included	ea	$ 5,000	$ -	
Bluebeam Integration	1	$ 12,000	ea	$ 10,000	$ 12,000	$ 2,000
				Subtotal	$ 12,000	$ 2,000
SAAS Hosting						**Annual Costs**
PMWeb Site License - 1 database up to 30 Full Named Users + Secondary Users/Consultants/Contractors	1	$ 75,000	year	$ 75,000	$ 75,000	$ 75,000
Dedicated Server	1	$ 6,000	year	$ 6,000	$ 6,000	$ 6,000
Development DB Package (One time Fee + $2,000 Annual S&M)	1	included	ea	$ 12,000	$ -	$ -
Email	1	included	ea	$ 500	$ -	
Server Set Up (one time cost)	1	$ 750	ea	$ 750	$ 750	
Additional Database	1	$ 750	ea	$ 750	$ 750	
WalkMe Software (Up to 250 Users) - **Digital Adoption Training Tool** (Annual Fee)	1	$ 32,500	ea	$ 32,500	$ 32,500	$ 32,500
PMWeb Annual Software Support & Maintenance Discount (Year 1 & 2 Only)	1	$ (5,000)	ea	$ (5,000)	$ (5,000)	$ (5,000)
				Subtotal	$ 110,000	$ 108,500
Professional Services (Estimated) - See our implementation schedule for details				**Discounted Rate**		
PMWeb Implementation (T&M): Discovery, Setup, Configuration, Customized Dashboards & Reports, and Training	435	$ 210	hour	$ 189	$82,215	
WalkMe (Configuraiton)	66	$ 210	hour	$ 189	$12,474	
PMWeb Bluebeam Integration (Configuraiton)	5	$ 220	hour	$ 189	$945	
Estimated Travel Expenses: If travel is needed, we would anticipate 3 or 4 onsite visits. Only actual costs with supporting receipts will be billed.	TBD				TBD	
				Subtotal	$ 95,634	
			Total		**$ 217,634**	**$ 110,500**

Notes

1. Pricing includes discount for both Software and Implementation Services to meet budget threshold.
2. Pricing does not include State Sales Tax, Leashold Excise Tax, or any other charges.

Item	Payment Due	Note
Initial Software Subscription: Site PMWeb License and Modules	$89,500 Billed by PMWeb	Due upon contract execution
WalkeMe Software	$32,500 Billed by HKA for WalkMe (OMNIA Partners)	Due upon contract execution
Professional Services	Billed monthly by PMWeb	Services are billed monthly for previous month work. Backup of services performed provided for reference
PMWeb Subscription Annual Renewal	Billed annually PMWeb	Subscription billed annually on renewal date
WalkMe Subscription Renewal	$32,500 Billed by HKA for WalkMe (OMNIA Partners)	Billed annually at this rate with a multi-year contract

Section 3.0 – Implementation Schedule, Hours & Deliverables

412 Professional Services hours have been allocated towards the implementation of the PMWeb solution to meet the goals outlined under Project Scope. Below is the proposed breakout and allocation of the hours that account for 4 implementation Stages and Executive Oversight. An explanation of each of the stages and subtasks is provided in the PMWeb Implementation Methodology in the next section.

The table below also outlines the expected Deliverables coming from each task.

WBS	Task Name	Start	Finish	Duration	Work
	PMWeb Implementation Proposed Initial Schedule - City of Kirkland Sep 2023	**Mon 11/6/23**	**Tue 1/14/25**	**298 days**	**506 hrs**
1	**STAGE 1 - Project Initiation**	**Mon 11/6/23**	**Fri 8/23/24**	**203 days**	**4 hrs**
1.1	**PRODUCT INSTALLATION & BASE SETUP**	**Mon 11/6/23**	**Fri 8/23/24**	**203 days**	**4 hrs**
1.1.1	Letter of Award	Mon 11/6/23	Mon 11/6/23	0 days	0 hrs
1.1.2	Allow for contract negotiation	Mon 11/6/23	Fri 5/10/24	130 days	0 hrs
1.1.3	Contracts Executed and Notice to Proceed (NTP) Issued,	Mon 7/22/24	Mon 7/22/24	1 day	0 hrs
1.1.4	PO issued	Tue 7/23/24	Fri 8/2/24	9 days	0 hrs
1.1.5	PMWeb Invoice issued	Mon 8/5/24	Wed 8/7/24	3 days	0 hrs
1.1.6	PMWeb issues temporary license, activates SaaS; HKA verifies	Wed 8/7/24	Wed 8/7/24	0 days	0 hrs
1.1.7	Pre-planning for Kickoff activities	Mon 8/12/24	Fri 8/23/24	10 days	4 hrs
2	**STAGE 2 - Kickoff and Discovery**	**Thu 8/22/24**	**Mon 9/9/24**	**12 days**	**52 hrs**
2.1	**IMPLEMENTATION KICKOFF MEETING**	**Mon 8/26/24**	**Fri 8/30/24**	**5 days**	**24 hrs**
2.1.1	Review PMWeb Demo/refresher, PMWeb Implementation Process review & review of existing processes. Onsite if permitted or online sessions, multiple meetings 2-3 hrs each	Mon 8/26/24	Fri 8/30/24	5 days	12 hrs
2.1.2	Pre-configuration training (Client implementation team) - Onsite of permitted or 5 x 2hr online sessions.	Fri 8/30/24	Fri 8/30/24	1 day	12 hrs
2.2	**PROJECT PLAN**	**Tue 9/3/24**	**Mon 9/9/24**	**5 days**	**16 hrs**
2.2.1	Create Project Plan Document including inputs from Kick-off	Tue 9/3/24	Wed 9/4/24	2 days	12 hrs
2.2.2	Client - Review & Approve Project Plan Document, Update to Project Plan	Thu 9/5/24	Mon 9/9/24	3 days	4 hrs
2.3	**PMWEB ADMIN TRAINING**	**Thu 8/22/24**	**Fri 8/30/24**	**7 days**	**12 hrs**
2.3.1	PMWeb Admin Training. Coordinate with Pre-configuration training and kick-off. Onsite if permitted or 6x two-hour online sessions.	Thu 8/22/24	Fri 8/30/24	7 days	12 hrs
3	**STAGE 3 - Configuration Sprints**	**Tue 9/3/24**	**Fri 12/27/24**	**80 days**	**430 hrs**
3.1	**Release 1 (Programs/Projects, Cost Controls, Doc Management, Scheduling)**	**Tue 9/3/24**	**Tue 12/3/24**	**63 days**	**190 hrs**
3.1.1	Configuration Sprint 1 (Programs, Projects, Companies, Cost Code Structure)	Tue 9/3/24	Mon 9/9/24	5 days	10 hrs
3.1.2	Configuration Sprint 2 (Funding, Budget & Costs)	Tue 9/10/24	Thu 9/19/24	8 days	20 hrs
3.1.3	Configuration Sprint 3 (Capital Planning & Forecasting)	Fri 9/20/24	Thu 10/3/24	10 days	20 hrs
3.1.4	Configuration Sprint 4 (Scheduling & Resource Management)	Fri 10/4/24	Fri 10/18/24	10 days	20 hrs
3.1.5	Configuration Sprint 5 (Document Management, Communication & Collaboration	Mon 10/21/24	Fri 11/1/24	10 days	20 hrs
3.1.6	Configuration Sprint 6 (Risk Management & CIP Development & Publication)	Mon 11/4/24	Mon 11/18/24	10 days	20 hrs
3.1.7	Configuration Sprint 7 (Contingency hours to be used as needed by City)	Tue 11/19/24	Tue 12/3/24	10 days	80 hrs
3.2	**Release 1 - User Acceptance Testing**	**Tue 9/10/24**	**Tue 12/17/24**	**68 days**	**22 hrs**
3.2.1	Testing preparations (Client Prepare Test and template Scripts; PMWeb consultants to provide guidance and basic templates)	Tue 9/10/24	Thu 12/5/24	60 days	6 hrs
3.2.2	Testing Acceptance / Deficiency Tracking & Reporting	Wed 12/4/24	Tue 12/10/24	5 days	6 hrs
3.2.3	Updates to System Functionality and Documentation from Testing Results	Wed 12/4/24	Tue 12/17/24	10 days	10 hrs
3.3	**RELEASE 1 (Integrations/Interfaces: Data Migration)**	**Fri 9/20/24**	**Wed 11/13/24**	**37 days**	**73 hrs**
3.3.1	Integration: Tyler Munis Financials - Discovery, Configuration, Automated flatfile or Tyler Munis webservices/API tbd. Provisional hours. Assumes client provides Tyler Munis data that is clean & normalized. Journal entry only due to limited budget.	Fri 9/20/24	Fri 11/1/24	30 days	40 hrs
3.3.2	Integration: ESRI ArcGIS (assumes from PMWeb into ESRI & client to provide ESRI API access - Discovery, Configuration. Provisional hours. Pushing up to 10 fields to 1 ESRI layer.)	Fri 9/27/24	Fri 10/18/24	15 days	16 hrs
3.3.3	Bluebeam Integration - basic setup and training on how to use	Fri 9/27/24	Fri 10/18/24	15 days	5 hrs
3.3.4	Integration Testing and any required adjustments	Mon 11/4/24	Wed 11/13/24	7 days	12 hrs
3.4	**Release 1 - Reporting & Dashboards**	**Tue 9/3/24**	**Thu 12/12/24**	**70 days**	**35 hrs**
3.4.1	Creation of Reports & Dashboards for all Sprints	Tue 9/3/24	Thu 12/12/24	70 days	35 hrs

3.5	**TRAINING**	**Tue 9/10/24**	**Thu 12/26/24**	**74 days**	**86 hrs**
3.5.1	WalkMe Configurations (basic walkthroughs, up to 10 business process)	Tue 9/10/24	Wed 11/20/24	50 days	66 hrs
3.5.2	Super User Training Preparation	Thu 11/14/24	Wed 11/20/24	5 days	4 hrs
3.5.3	Train the Trainer sessions as specified by the County (5 x people) - Four 3-hour online sessions	Wed 12/18/24	Fri 12/20/24	3 days	12 hrs
3.5.4	End User Training by County (allow to advise on initial sessions) - County to determine the time it needs for End User training prior to Go Live.	Mon 12/23/24	Thu 12/26/24	3 days	4 hrs
3.6	**ROLLOUT**	**Mon 12/23/24**	**Fri 12/27/24**	**4 days**	**24 hrs**
3.6.1	Preparations for Go Live including all required County approvals, promotions between environments and final Go Live checks	Mon 12/23/24	Thu 12/26/24	3 days	4 hrs
3.6.2	Go Live	Thu 12/26/24	Thu 12/26/24	0 days	0 hrs
3.6.3	ROLLOUT, Hyper Care & Support (specified 60 calendar day minimum), Handover and project close - 40 hours hypercare allowed	Fri 12/27/24	Fri 12/27/24	1 day	20 hrs
4	**STAGE 4 - Post Implementation**	**Thu 1/2/25**	**Thu 1/2/25**	**1 day**	**8 hrs**
4.1	Additional ongoing services (reports, dashboards, training, project roll-outs)	Thu 1/2/25	Thu 1/2/25	1 day	8 hrs
5	**Executive Oversight & Organizational Change Management (OCM) Overall**	**Mon 8/12/24**	**Tue 1/14/25**	**105 days**	**12 hrs**
5.1	Executive Oversight	Mon 8/12/24	Tue 1/14/25	105 days	12 hrs

Section 4.0 – PMWeb Implementation Methodology

The PMWeb Implementation Methodology provides our clients with a proven process of successfully deploying software. Our approach provides a standardized method for managing the entire planning, testing and implementation process while building a solid foundation to help ensure a successful deployment and adoption for our clients. We realize there are often several versions of standard practices used within large organizations. Our tools and engagement methodology provide the flexibility and standardization to bring success to an entire organization, at all levels.

Our implementation methodology incorporates years of hands-on experience with industry-accepted processes and procedures. Our experience has shown that a successful implementation requires two key elements:

1. **End User Involvement** – We strongly believe in involving end users of the system immediately and often. By doing this they quickly begin to understand how the system works and provide intelligent feedback as to how it can be adjusted to better meet their needs. This requirement is met in a couple of ways:

   a. **Implementation Team** – The implementation team is largely made up of client staff and not consultants, because they understand their own needs better than anyone. This also ensures that once the implementation is complete and the consultants leave, the client will have a solid team in place to be able to mold and modify the system as their needs change. (please see the next section on the make-up of the implementation team)

   b. **Piloting** – Super Users will begin using the system on one of their jobs as soon as possible to test and pilot the configuration and ensure that it will be appropriate for the eventual end users.

2. **Agility** – We have found that it is extremely important for user adoption and satisfaction that the implementation team be able to receive feedback and quickly incorporate that feedback into the system. The best feedback cannot be given until a person is able to actually use an aspect of the system. We achieve this through the "agile" implementation approach outlined in the next section, Implementation Stages.

Proactive Communication

Throughout the implementation, our project team will be proactive in communicating with your staff. We will provide status updates to address operational needs and to ensure effective communication between all team members. The Project Manager will report progress since the previous reporting period (typically weekly). The status reports will contain the following information:

| ACCOMPLISHMENTS	ACTIVITIES IN PROGRESS	OUTSTANDING PROBLEMS	OUTSTANDING ISSUES	PROJECT STATUS
What was completed in the reporting period, including issues that were resolved	Those activities that are underway at the end of the reporting period	External items that have an effect on the project	Project-related items that are being worked on at the end of the week (i.e., those issues on the issues log that are still "open")	The status of each task underway or scheduled to be underway at the end of each project reporting period

Change Control

The PMWeb Project Manager is responsible for ensuring that the project is developed and executed according to the agreed-upon scope, schedule, and budget over the entire life of this project. This responsibility includes preparing status reports that identify decisions that need to be made regarding changes to the scope, schedule and budget.

A Change Control process will be used to request enhancements or to report problems for all project development activities. An enhancement request is a request for a new feature or improvement that is not currently in scope. Submittal of enhancement requests or problem reports will be through the change control process. They will be reviewed and prioritized by the project manager. Problem reports will be prioritized and fixed accordingly. The enhancement requests will be provided for a decision on inclusion in the current project or deferral.

Implementation Stages

One main component that we utilize is the idea of "sprints". A sprint is typically a 2-3 weeklong process where a specific feature or business process is scoped, defined, configured, tested, re-configured and tested again. Multiple sprints are combined into "releases" which are deployed to end users. With this cycle, we can deliver finished portions of the implementation to end users more quickly.
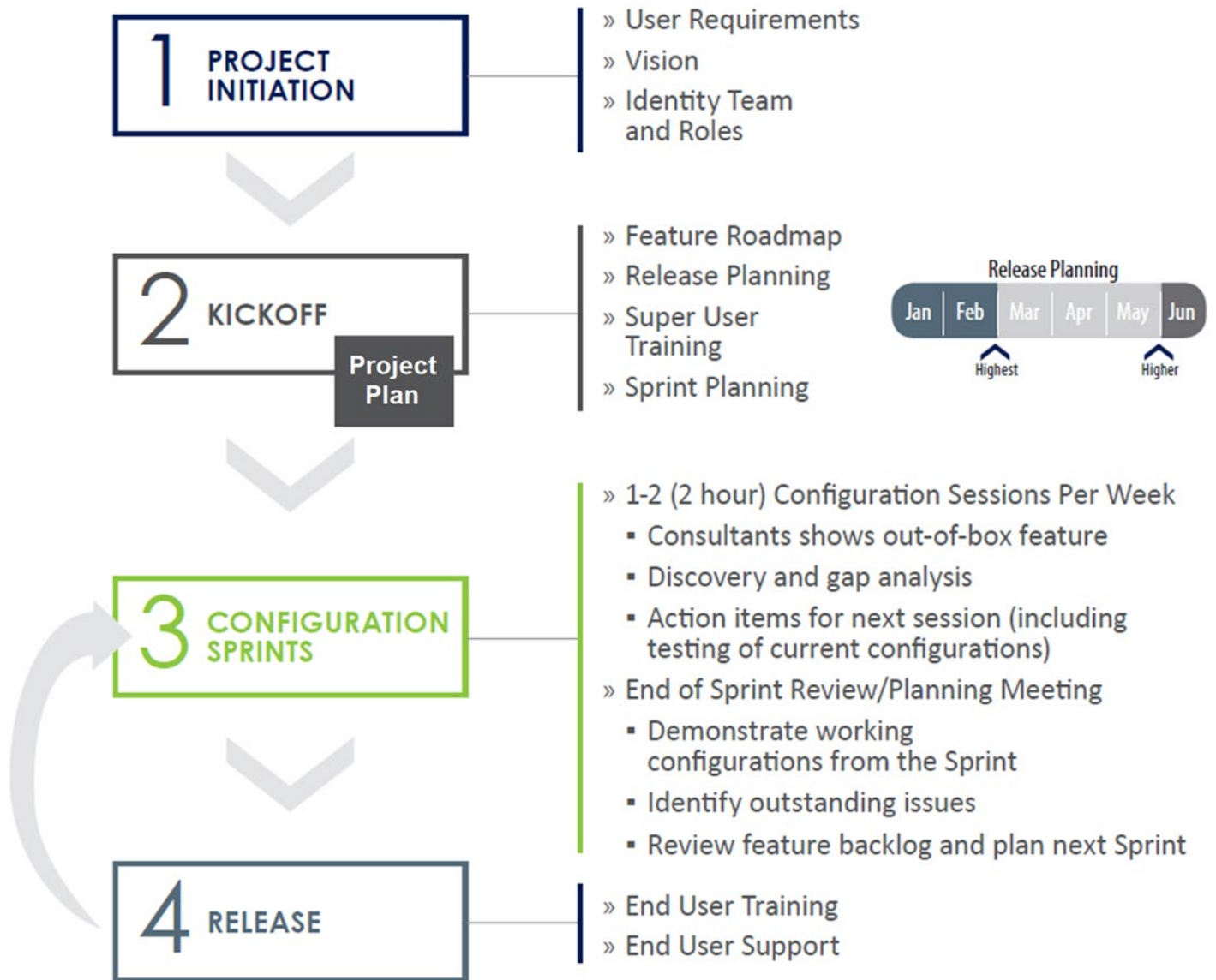
Stage 1: Project Initiation

Project Initiation begins as soon as the PMWeb software is purchased. The software is installed either on the client's servers or on PMWeb's, depending on which option was selected. Initial set up then begins with:
- The import of companies, contacts, and logos
- Creation of PMWeb accounts for the Implementation Team
- Email setup

A pre-kickoff conference call will also be scheduled between the PMWeb Owner and the Lead Consultant. During this call they will:
- Identify who will be filling implementation team roles
- Discuss the vision or key business purposes for purchasing and implementing the software
- Review the implementation process
- Plan for the Kickoff Meeting

During Project Initiation the PMWeb Owner should be providing report samples and process information to the Lead Consultant so he can begin discovery and preparations for the next stage.

→ **Output**	At the end of Project Initiation PMWeb will be installed and set up with the initial general configurations that will allow the team to begin working in the system.

Stage 2: Kickoff and Discovery

The first time the entire Implementation Team is together is during the kick-off meeting. Everyone on the team should attend the meeting in person as it is used to set expectations for how the implementation will proceed and how the team will work together. This meeting typically is comprised of a main introduction portion and a series of other meetings that span 2-3 days. The primary focus is to:

- Outline the overall needs/requirements of the system
- Determine what PMWeb features will be needed and prioritize the release of those features in a Feature Road Map
- Identify milestones and plan releases
- Determine how often the implementation team will be able to meet for configuration sessions
- Determine length of configuration sprints (typically 2 weeks)
- Perform Super user training
- Begin configuration sessions

→ **Output**	1. Project Plan – The PMWeb team, with the client's assistance, will create a Project Plan. We will take conversations from the first demonstrations and use them as a reference point for the overall goals and priorities of the PMWeb Implementation. Any existing documentation created from previous company process documentation is valuable and will be used to expedite this process. The Project Plan is a document that helps define an organization's primary goals, objectives and priorities. The Project Plan provides: • Justification for project undertaking • Identification of business objectives • Delineation of roles and responsibilities • Project Scope and deployment plan • Key stakeholder identities • Project constraints and risks • Direction of the solution • Overall plan of how the solution will be used in the organization • A document that can be updated as an organization's needs and usage evolves • The Project Plan will help to prioritize the importance of the initiative and serve as a reference of authority for the execution of the project.
	2. Project Schedule – An anticipated Release configuration sprint schedule will be included as part of the Project Plan. This schedule is meant to be a guideline and will be evaluated and adjusted after every Configuration Sprint to ensure the highest priority features are configured first.

Stage 3: Configuration Sprints

A Configuration Sprint consists of the following elements:

1. <u>Sprint Planning Meeting</u>: (1 hour) at the beginning of a sprint (2 weeks)
   • Review Feature backlog
   • Identify high priority items including changes from user feedback that will be configured in the next Sprint

2. <u>Configuration Sessions</u>: 1-2 sessions (2 hours) per week
   • The PMWeb Consultant shows the way that the out-of-box feature functions
   • The team discusses the current process or requirement and identifies any gaps that need to be addressed with configuration
   • Action items are identified and logged in a PMWeb meeting record
   • In between configuration sessions the PMWeb consultants are making configuration changes and the Super Users and PMWeb Owner are testing and piloting those changes.

3. <u>Sprint Review</u>: (1 hour) at the end of a sprint (2 weeks)
   • Often combined with the Sprint Planning meeting for the next sprint
   • The meeting is open to anyone that wants to see the progress of the implementation.
   • The implementation team demonstrates the features worked on during the sprint with configurations and feedback from the spring incorporated.
   • Identify outstanding issues and add them to the feature backlog

→ **Output**	The key output for each configuration sprint is a fully functioning and configured feature or set of features in PMWeb. These features could be deployed to the user base and should be used by the super users in their pilot projects. Where appropriate for the feature these configurations would include: • Report Modifications or creating new Bi or PMWeb reports • Nomenclature and list changes • Workflow defined and configured • Process and/or training documentation created • Configurations tested by Super Users and PMWeb Owner

Stage 4: Release

During a release the end users are given access to the features that were configured during the configuration sessions. Releases might not go out to all users at the same time; instead they might be aligned with a certain set of users or projects according to their current needs or construction phase. The reason for this is that it is always best to train users just before they are going to <u>need</u> to use a feature or functionality so it is fresh in their minds when they go to use the system. We like to call this Just-In-Time Training, and we have found it is the most successful way to ensure people get the most out of training and minimizes the amount of re-training required.

Once a release is completed the release plan is reviewed and re-prioritized if necessary, and the next release begins with its first Configuration Sprint.

| → **Output**	The output for a release is a user base that is trained to use the specific features configured in the release. There are several options for training the users (see the next section), so it will be up to the implementation team to determine what the most appropriate method will be for each set of users and their circumstances. We recommend using the train the trainer approach as much as possible where the Super Users are trained through-out the configuration sprints, and they in turn train their user groups. Depending on the size of the release the implementation team might decide to spend a whole configuration sprint to focus just on training and supporting the users before continuing configurations.

Training

PMWeb recognizes that end-user acceptance is one of the most important factors for the success of rolling out a new application. We strive to provide the best and quickest support possible for the end users. This begins with the proper training and support of the client's team that will be in charge of the management of the application. Our goal is to train your staff so that they can be as self-sufficient as possible. In addition to on-site training and the standard technical support, the PMWeb team will also have designated consultants that are part of the client's implementation team available for phone, email and online meetings. There are various ongoing training activities that take place throughout the project lifecycle not just during releases.

TRAINING	DESCRIPTION
PILOT TEAM / SUPER USER TRAINING	The initial Pilot Team or Super User training begins with an overview and general training during the Kickoff Meeting and then continues throughout all of the configuration sessions. This hands-on training prepares the Core Team for performing their own functional test of the configurations, through piloting them on their own projects, and allows them to provide immediate feedback.
PMWEB ADMINISTRATORS TRAINING	Advanced administrators training prepares the PMWeb Administrator to take ownership of the system configurations and maintenance. It should be set up shortly after the kickoff meeting so he can immediately begin configuring the system with the Lead Consultant during configuration sprints.
END USER TRAINING	End User training begins with an overview and general training during the Release Stage and then continues to the specific set of features that a particular group needs to be trained on for that particular Release.
E-TRAINING	We have an introductory e-training video available for all users to gain a base understanding of how to login, navigate, create records, run reports, setup dashboards, submit Workflow, and other common functions in PMWeb. We can also create custom e-training courses to reduce initial and long-term training costs. Additional one-on-one and small-group training will still be required, especially for advanced users, but the e-training allows for more productive and streamlined training sessions for all users.
TRAINING GUIDES	PMWeb out of the box has a built-in context sensitive help system that explains all of the basic functionality throughout the system. We also provide a base set of online user and administration guides that further explain each of the PMWeb features and functions. These guides can be customized and tailored to each client's specific and unique business processes (3rd party tool required to customize). PMWeb also can have customized tool tips added to each field label (included functionality). The tooltips can have an icon that guides users through a numbered sequence of steps and can be toggled on/off. We also have recently started incorporating 3rd party guides that add a layer of dynamic pop-up windows that can walk a user through step by step instructions on how to create a record, what to populate in each field, provide detailed descriptions, and more. This type of tool is typically recommended for clients that exceed 50-100 users.

Implementation Team – Roles and Responsibilities
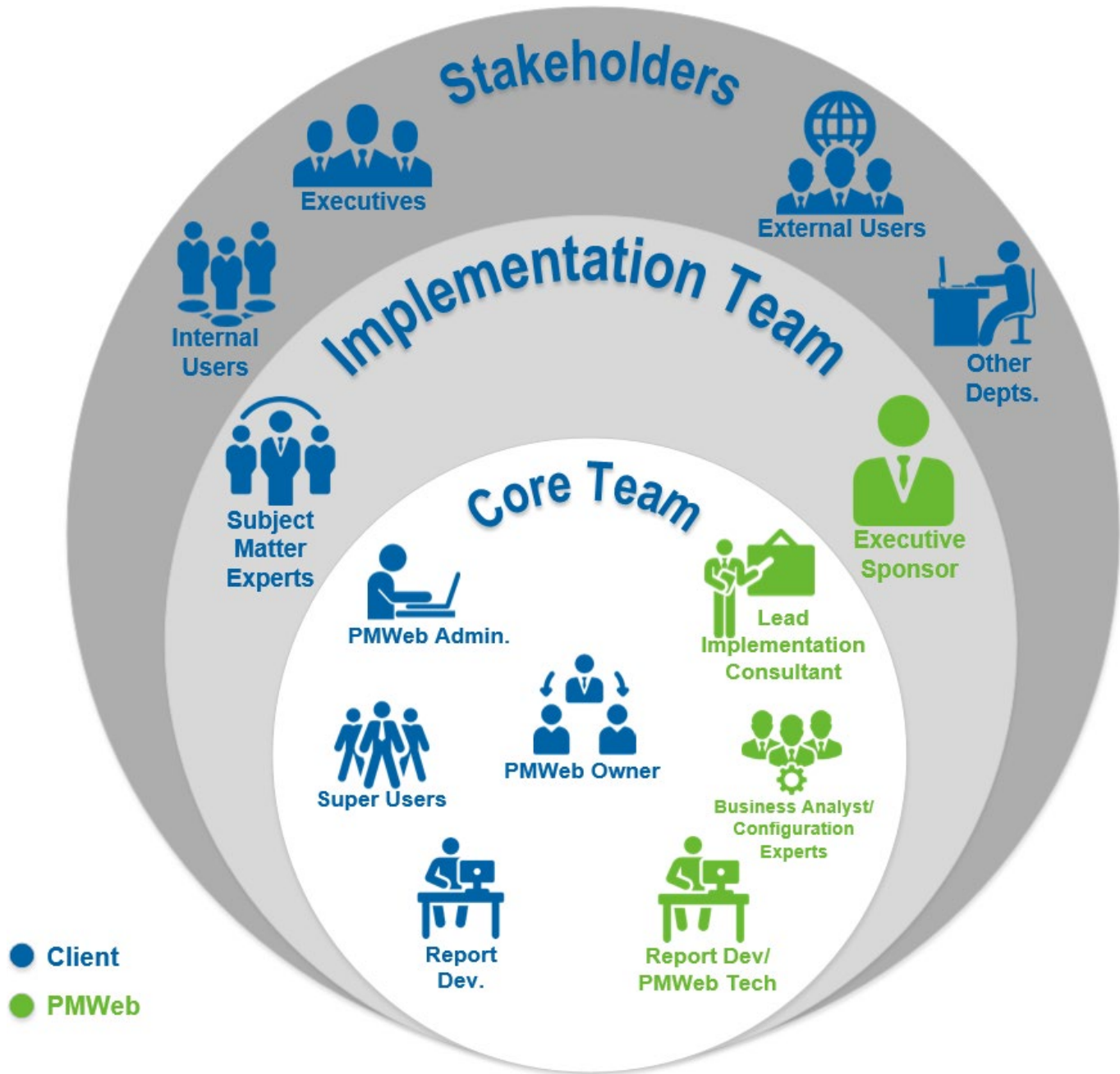
The chart above and the table below describes the make up the implementation team that have yielded the best results in the most effective and successful implementation projects. As was described at the beginning of this implementation methodology it should be evident in the table below that the client has a large part of the execution and should fill several of the key roles.

Role	Responsibilities	Capabilities
Client		
PMWEB OWNER/PM	• Manages Feature Backlog (i.e., implementation priorities) • Manages the budget • Stake Holder feedback and communication • Tests and accepts configurations • Communication with Leadership • Removes obstacles • Manages and coordinates internal resources • May be helped by a business analyst to gather feedback and test configurations	• Should be decisive and empowered to make decisions about how the system will be used and configured. • Needs to have a deep understanding of what the company and users need out of the system. *(2 people might fill this role)*
PMWEB ADMIN(S)	• Learns how to configure PMWeb • Responsible for managing PMWeb • Creating new users, new projects, modifying workflow • Configuration changes • Identifying feature upgrades • Gathers user feedback and presents it to the PMWeb Owner and Core Team	• Needs to have a good understanding of technology • For large projects or programs We can provide an onsite PMWeb Administrator to augment the client's staff if needed
SUPER USERS	• Become an expert in the software • Typically the first people to use the software • Test configurations and provide feedback • Evangelize/promote the software in the company • Train other users • Create end user documentation • Gathers user feedback and presents it to the PMWeb Owner and Core Team	• There should not typically be more than a few Super Users
SUBJECT MATTER EXPERTS (SMEs)	• Provides explanations on how existing business processes work. • Provides feedback on recommended PMWeb configurations and reporting needs and requirements.	• Has a thorough understanding of specific client processes. • Is an expert in their respective department or business unit.
PMWeb		
LEAD CONSULTANT (PMWeb)	• Guides the team through the implementation process • Teaches the core team (Train the Trainer) how to use and configure the system • Helps PMWeb Owner define and prioritize Feature Backlog • Leads Configuration sessions • Provides Implementation and Product expertise • Manages and coordinates PMWeb resources	• Has a deep understanding of both PMWeb and best practices in the industry.
BUSINESS ANALYST / CONFIGURATION LEADS/EXPERTS (PMWeb)	• Supports the Lead Consultant • Provides additional expertise for particular business processes • Teaches the core team (Train the Trainer) how to use and configure the system • Help configure the solution using PMWeb tools • Provides Implementation and Product expertise	• Has a deep understanding of both PMWeb and best practices in the industry
REPORT DEVELOPER (PMWeb)	• Create custom reports • Modify existing reports to meet customer needs • Database or Integration customizations	• Is an expert in PMWeb, MS SQL, and MS SQL tools. • Initially filled by PMWeb, but client team member can be trained.
EXECUTIVE SPONSOR (PMWeb)	• The Executive Sponsor acts as a liaison with the client's executives and other leaders. • Provides another touchpoint to help address any concerns by all team members. • Goal is to ensure and oversee implementation success	• Has authority over PMWeb team members. • Has experience in overseeing projects and ensuring all team members are achieving objectives.

Section 4 – PMWeb Project Team

Executive Oversight

Konstantine Tonas (HKA)
Michael Mrowczynski (PMWeb)

Executive & Proposal Team

Michael Vernon (PMWeb Executive)
Rick Aldridge (HKA Proposal Mgr.)

Sr. Project Manager

Tyler Monson (HKA)

Configuration Leads

Jared Pelzer (HKA)

Melissa Kiser (HKA)

Business Analyst/Configuration

Sassha Jeffries (HKA)

John Statts (HKA)

Majida Mansour (HKA)

Patrick Mason (HKA)

Kristopher Robuck (HKA)

Technical & Other Resources

Ken Hodgson - Report Writer (HKA) | Justin Robbins - Report Writer (HKA)
Kevin Kennedy - Report Writer (HKA) | Adam Cross - Report Writer (HKA)
KJ Deol – Report Writer (HKA) | Travis Hamera (HKA)
David Stone - IT Director, Information Systems (PMWeb)

Section 5 – Client Responsibilities & General Assumptions

1. **Professional Services**: Implementation services are estimated based on information provided in the RFP. Services work is hourly and is billed monthly for work completed the month prior.
2. **Timeline:** Implementation typically takes between 6-9 months and depends largely on the scope and the availability of your team members to engage and participate in the implementation.
3. **Resources:** To implement the solution in a timely manner, client will need to provide the necessary resources available to make decisions and to participate in the implementation process. Resources should include subject matter experts, an implementation project manager, executive(s) and administrator(s). Executive oversight from the client with monthly reviews at minimum is highly recommended.
4. **Reporting & Dashboards**: Hours have been budgeted towards reports and dashboard work. Examples of reports and dashboards desired should be provided as soon as possible.
5. **Integrations:** The City has requested integrations to Tyler Munis, GIS Systems (assuming ESRI ArcGIS), and document management systems. To keep within budget constraints, the integration to Tyler Munis will be one direction, from Tyler actual costs into PMWeb Journal Entries. ArcGIS will be from PMWeb to ArcGIS; access to the City's ArcGIS is assumed to be provided so we can connect to the ArcGIS API to send project information. Documents integration will be via hyperlink added to PMWeb. If export of data is needed, an export of PMWeb Documents will be provided in a location the City can retrieve those documents.
6. **Data Migration:** No data migration from existing systems has been identified. A basic import of projects, companies/vendors however is included.
7. **Custom User Guides:** The City has chosen the option to deploy WalkMe, (https://www.walkme.com/) a digital web-based navigation tool that allows for the creation of custom step by step wizards and instructions. The default online help guide will still be available. Any additional guides is the responsibility of the City.
8. **Travel Expenses:** It is anticipated the implementation will be done remotely via online meetings. The City may request for onsite visits. Travel expenses would be charged for onsite travel as they are not included in the current proposal.

Software Subscription Agreement

Agreement Title: SaaS Contract for _____.
Date:
Effective Date: Agreement Signature Date
Client:
Contact:
Email:
Phone:
Accounting Contact: [name, email, phone]
IT Contact: [name, email, phone]

PMWeb Contact: Bobby Brown
PMWeb
2875 NE 191st Street, PH6
Aventura, Florida 33180
Email:
Phone: (339) 221-1163
Fax: (978) 246-0248
Reseller Partner:

AGREEMENT TERMS & CONDITIONS

1. AGREEMENT AND TERMS

1.1 This Software Subscription Agreement (the "Agreement") between PMWeb ("PMWeb") FEIN 86-1875341, with principal place of business as 2875 NE 191st Street, PH6, Aventura, Florida 33180 and _____ ("Client") is made effective as of the last signature date on this contract with a term of twelve (12) months (the "Term").   PMWeb grants to Client and Client accepts solely for its own internal business purposes, a non-exclusive, non-transferable non-sub licensable license to use the software product(s) subject to the payment of the Licensee fees described in Appendix A to this Agreement (the Software and Related Documentation) in object code form for the Term of this Agreement and each renewal term, if any. Additional technical support and subscription update coverage may be obtained by Client for the Software in accordance with Section 3 of this Agreement. The Software is provided AS IS and no returns or refunds will be issued beyond fifteen (15) days after installation of the license. PMWeb licenses are specific to a single URL selected by you. You may not change the URL and transfer the licenses to a new URL except at the annual renewal date.

1.2 *Renewal Term(s).* Upon the expiration of the Term or any Renewal Term, this Agreement will be up for renewal for additional terms equal to the Term (each a "Renewal Term") unless Client notifies PMWeb in writing not less than ninety (90) days prior to the end of the Term or any Renewal Term that it has elected to terminate this Agreement. PMWeb may change or increase the prices it charges Client for any Service for any Renewal Term provided that PMWeb has given Client written notice of the change (the "Increase Notice") at least ninety (90) days before the end of the Term or any Renewal Term. In the event that PMWeb issues an Increase Notice, then Client shall have the right to terminate this Agreement as of the end of the then current term or renewed term upon sixty (60) days written notice to PMWeb; provided, however, that such notice must be provided by Client, if at all, within thirty (30) days of the Increase Notice.

1.3 *Payment Terms.* Prior to the Commencement Date, PMWeb will invoice Client for the amount due for the setup fee and license/base fee for the right to use the Software as provided in Section 1 above and Appendix A for the upcoming Term or Renewal Term (the "Invoiced Amount"). Approximately ninety (90) days before the end of the Term or any Renewal Term, PMWeb will invoice Client the Invoiced Amount for the next term of each licensed image. Client shall pay the Invoiced Amount and any other amounts billed hereunder pursuant to the terms of the invoice. All payments are non-refundable. Client is responsible for all fees associated with the collection by PMWeb of amounts due from Client, including court fees, reasonable attorney's fees and disbursements.

1.4 *Taxes.* PMWeb may invoice and Client shall pay upon receipt of such invoice all taxes, fees or assessments and other charges imposed on or required to be collected by PMWeb by any governmental agency that may result from this Agreement, or any of the activities contemplated hereunder.

2. REPRESENTATIONS AND WARRANTIES
2.1 *General.* PMWeb represents and warrants that it has the legal right to enter into this Agreement and perform its obligations hereunder.

2.2 *Service Level Warranty.* In the event that Client experiences any of the service performance issues defined in Section 2.2.4 below as a result of any failure by PMWeb to perform services required of it under this Agreement, PMWeb will, upon Client request in accordance with paragraph 2.2.4 below, credit Client's account as described below. The Service Level Warranty shall not apply to performance issues: (i) caused by factors outside of PMWeb's reasonable control; or (ii) that result from any actions or inactions of Client or any third parties' applications or equipment.

2.2.1 *Definitions.*
  2.2.1.1. Business hours: 8 AM – 5 PM EST, Monday – Friday, except for national United States holidays
  2.2.1.2. Non-business hours: Hours outside of business hours
  2.2.1.3. Internal Network: All technology hardware and software behind and including
  PMWeb firewall, but not Internet connectivity and technology between Client terminals and PMWeb firewall
  2.2.1.4. Uptime: The time during which PMWeb Internal Network is functioning and available for Client

2.2.2 PMWeb guarantees to Client (i) 99.8% uptime during business hours and (ii) 99% uptime during non-business hours on PMWeb Internal Network. Uptime excludes maintenance.

2.2.3 To the extent reasonably practicable, PMWeb will notify Client at least: (i) 48 hours prior to any routine maintenance not critical to system stability and security; and (ii) two hours prior to any maintenance with potential next day impact on uptime. Routine maintenance work will be performed during non-business hours.

2.2.4 If Client notifies PMWeb Client Support immediately upon failure to access the Services and PMWeb determines in its reasonable commercial judgment that the Services are unavailable due to an outage caused solely by PMWeb, the following will apply: If PMWeb determines that the Services were unavailable for two or more (but fewer than four) consecutive hours during a calendar month then, upon Client 's request, PMWeb will credit Client 's account for that month in an amount equal to the prorated charges for one day's service. If PMWeb determines that the Services were unavailable for four (4) or more consecutive hours during any calendar month, then, upon Client's request, PMWeb will credit the Client for the month in an amount equal to the pro-rated charges for one week's service. Services shall be deemed to be unavailable if the PMWeb system is not responding to HTTP requests issued by PMWeb monitoring software. Scheduled maintenance shall not be deemed to be Services unavailability. This Section shall not apply if unavailability is caused by unavailability outside of the PMWeb Network or events of force majeure. Client's account shall not be credited more than once per calendar month pursuant to this Section.

2.2.5 PMWeb will maintain daily backups of all live data on behalf of the Client. Data that is in a static state or external data will be considered "stale" and will be backed up monthly. Should "stale" data become live, it will be backed up daily until such time as it reverts to a "stale" state.

2.2.6 The Service Level Warranty set forth in this section 2.2 shall only apply to the Services provided by PMWeb and, does not apply to any services other than Services included as a part of the fee stated herein.

2.3 *No Other Warranty.* Except for the express warranties set forth in this section 2, the Services are provided on an "as is" basis, and Client use of the Services is at its own risk. PMWeb does not make, and hereby disclaims, any

and all other express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage, or trade practice. PMWeb does not warrant that the Services will be uninterrupted, error-free, or completely secure.

2.4 *Disclaimer of Liability for Actions Caused by and/or Under the Control of Third Parties.* PMWeb does not and cannot control the flow of data to or from the PMWeb network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by Third Parties. At times, actions or inactions of such Third Parties can impair or disrupt Client connections to the Internet. Although PMWeb will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, PMWeb cannot guarantee that such events will not occur. Accordingly, PMWeb disclaims any and all liability resulting from or
related to such events. This disclaimer also applies to acts of Client or those under its control blocking or slowing service.

3. SUPPORT AND MAINTENANCE

3.1 *Designated Contacts.* Client will designate individuals who will serve as Designated Contacts. The Designated Contacts will be the only Client representatives authorized to contact the Client Support Center and submit Incidents. Designated Contacts must have completed PMWeb Training and the Client must have a valid software license. Client may designate up to three Designated Contacts.

3.2 *Software updates/upgrades.* Clients under a valid and paid in full Subscription will receive software updates and upgrades for covered software during the term of the Subscription. Software updates are defined as those minor revisions that are designated as "dot" releases (e.g. version 5.1 updated to version 5.2.) Software Upgrades are defined as major revision releases (e.g. version 5.2 to version 6.0.), new products are not included. Client must maintain annual support and maintenance on all software and modules in order to maintain access to the software and modules unless Client elects to eliminate annual support and maintenance at any point after the first term. Client will not be able to selectively choose which modules they wish to maintain annual support and maintenance. If Client elects to discontinue support and any module while still maintaining support on any other modules or licenses then PMWeb shall remove client's access to such module until Client elects to maintain the support and maintenance or elects to eliminate support and maintenance on all licenses and modules

3.3 *Software Defects.* In the case where PMWeb determines that an Incident is the result of a software defect, the Incident will be presented by the analyst to PMWeb's Development Group for potential revision in a future release or patch. In the event that the Incident is the result of a software defect in OEM code provided to PMWeb by another vendor, PMWeb will document the problem and enter an Incident with the OEM vendor for potential revision in a future release or patch.

3.4 *Support Escalation.* In the event that an Incident increases in its impact to the Client or that allocated resources are inadequate to provide a solution to Client, PMWeb shall escalate Incidents to an appropriate level of its organization. Purposes of escalation shall be to obtain additional expertise or resources, and/or re-evaluate priority/impact.

3.5 *Error investigation.* Upon receipt of notification from Client of an apparent error or problem with the software licensed from PMWeb, PMWeb will use commercially reasonable efforts to promptly investigate the issue and to advise the Client as soon as reasonably possible that either an error does not exist, or confirm that one does exist and what, if any, work-around exists. When errors are confirmed, PMWeb will use commercially reasonable efforts to correct such errors and provide Client with an updated version for the licensed software as soon as it is practical in PMWeb's sole discretion.

4. CONFIDENTIALITY

4.1 *General.* Each party acknowledges that, in the course of the performance of this Agreement, it may have access to Client information and communications, including proprietary information claimed to be unique, secret, confidential, and which constitutes the exclusive property and trade secrets of the other party ("Confidential Information").

4.2 *Respect of Confidential Information.* Each party agrees to maintain the confidentiality of the Confidential Information, to use the Confidential Information only to the extent necessary for legitimate business uses in connection with this Agreement.

5. **INTELLECTUAL PROPERTY OWNERSHIP**. The Software and related Documentation is owned by PMWeb and/or its licensors and is protected by United States and foreign patent, copyright laws and trade secret laws. Client acknowledges and agrees that except for the limited right to use the Software and Related Documentation as granted in Section 1 above, PMWeb and its licensors have and shall retain the entire right, title and interest in and to all intellectual property rights arising from or relating to the Software and Related Documentation whether or not merged into other materials. Client shall not use the trademarks, service marks, logos, brand source distinctions and trade names of PMWeb without PMWeb's prior written consent. No license is granted hereunder covering U.S. or foreign patents, copyrights or trade secrets, if any, of PMWeb or its licensors, except as expressly granted and limited herein.

6.COPY AND OTHER RESTRICTIONS. Client shall not copy the Software except to make one copy of the Software exclusively for inactive backup or archival purposes to be returned to PMWeb upon conclusion of the Term or last Renewed Term or earlier in case of Termination under Section 8 below. Client may copy the Related Documentation for its own internal business purposes. Client shall not modify, reverse engineer, de-compile or disassemble the Software, or create derivative works based upon the Software. Client shall not use the Software and Related Documentation in a timesharing arrangement nor encumber, rent, lease, transmit, distribute or transfer the Software to any third party for any purpose without PMWeb's prior written consent. Transfer of Software or Related Documentation outside the country in which it was originally delivered to Client is not permitted without PMWeb's prior written consent and is subject to your compliance with all applicable export restrictions. Client shall not remove any product identification, copyright notices or other notices or proprietary restrictions from the Software or Related Documentation nor disable, circumvent or misuse any security or access features. Upon reasonable notice to Client, PMWeb shall have the right to inspect Client's use of the Software and audit your relevant records to verify compliance with the terms of this Agreement. The Software and Documentation contains valuable trade secrets and proprietary know-how that belongs to PMWeb and its licensors and it is made available to client in strict confidence. ANY use or disclosure of the Software or of its algorithms, protocols or interfaces other than in strict accordance with this agreement is prohibited and may be actionable as a violation of PMWeb's or its licensors' proprietary rights.

7. EXTERNAL CUSTOMIZATIONS AND REPORTING. PMWeb is not responsible to support any external customizations via scripts, functions, triggers, validations or custom reports that are created utilizing any reporting service (such as SQL) other than PMWeb Reporting. Additionally, PMWeb is not responsible to support any modifications to the software created through back-end development including, but not limited to, changing stored procedures, functions and ASP pages. PMWeb disclaims all liability and responsibility for such external customizations and reports and has no liability to fix issues with external customizations and reports. PMWeb may assist in fixing external issues on a time and materials basis, but such assistance is not covered by the annual support and maintenance.

8. **TERMINATION**. PMWeb shall have the right to terminate this Agreement and Client's right to use the Software and Related Documentation immediately upon Client's breach of this Agreement by email or other written notice to Client. Termination shall not limit PMWeb from pursuing any other remedies available to it, including, but not limited to, injunctive relief, and/or damages nor shall termination relieve Client of its obligations to pay PMWeb all License Fees and other sums accrued prior to the effective date of termination or entitle Client to refund of any portion of moneys previously paid to PMWeb. . No refunds will be issued upon contract termination.   Upon expiration or termination of this Agreement, PMWeb shall retain any Client data for a period of 30 days. PMWeb shall send the Client a data retrieval notice giving the Client options to retrieve the data within seven (7) days upon expiration or termination. Client shall remain responsible for all storage and other applicable charges during the 30-day retention period. Following the expiration of this retention period, if PMWeb has not received instruction from the Client as to data retrieval, PMWeb shall delete all Client data, including any cached or back-up copies, within 30 days of the end of the retention period. Client agrees that PMWeb has no additional obligation to continue to hold, export or return Client data and that PMWeb has no liability whatsoever for deletion or purging of Client data pursuant to these terms.

9.   LIMITATIONS OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL DAMAGES.

9.1 *Damages.* PMWeb disclaims warranties of merchantability or fitness for particular purposes. PMWeb's liability, if any, shall not exceed the amounts Client has paid to PMWeb in the previous twelve (12) months pursuant to this Agreement PMWeb shall not be responsible to you, or any person claiming through you, for any type of incidental, punitive, indirect or consequential damages, including but not limited to, lost revenue, lost profits, business interruption, replacement goods, loss of technology, rights or services, loss of data or interruption or loss of use of services or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort, strict liability or otherwise. PMWeb shall not be liable for any other damages and of avoidance of doubt, also confirms that it disclaims any warranty of merchantability or fitness for a purpose to the full extent allowable under governing law.

9.2 *Indemnification.* Each party will indemnify, defend and hold the other party harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party alleging: (i) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Services; (ii) personal injury caused by the negligence or willful misconduct of either party. Upon receipt of a claim alleging (i) or (ii) above, each party agrees that it shall immediately notify the other party of such claim and shall immediately transfer the defense of such claim to the other party.

9.3 *Consequential Damages.* Neither party shall be liable for consequential damages to the other except as expressly provided in this Agreement.

10. MISCELANEOUS PROVISIONS

10.1 *Force Majeure.* Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet.

10.2 *Non-Hire.* Client shall not itself or through any other person or company offer direct or indirect employment to any employee of PMWeb or any of its affiliates and/or partners, management group or portfolio group at any time during the Term (or subsequent Renewal Term) or for two (2) years after expiration of the last Renewal Term. Violation of this clause can result in termination of the Client's license and right to use the Software.

10.3 *Governing Law.* This agreement constitutes the complete agreement between the parties with respect to the software and is governed by the laws of the State of Florida, without giving effect to principles governing conflicts of law. It shall not be governed by the United Nations Convention on the International Sale of Goods, the application of which is expressly excluded.

10.4 *Termination.* This Agreement may be terminated with ninety (90) days written notice of termination by either party. No refunds will be issued upon contract termination.

10.5 Binding Arbitration. Any controversy or claim arising out of or relating to this agreement shall be determined by binding and final arbitration in accordance with the International Arbitration Rules of the American Arbitration Association.

ACKNOWLEDGEMENT

Authorized representatives of the Client have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first above written.

Client:

Julie Underwood
Julie Underwood (Aug 12, 2024 13:19 PDT)
Signature

Julie Underwood
Print Name

Deputy City Manager of Operations
Title

Aug 12, 2024
Date

Jessica Clem, jclem@kirklandwa.gov, (425) 587-3824
Client Accounting Contact: (name, email, phone)

MJ Jensen, mjensen@kirklandwa.gov, (425) 587-3095
Client IT Contact: (name, email, phone)

PMWeb

Michael Vernon
Michael Vernon (Aug 12, 2024 13:39 EDT)
Signature

Michael Vernon
Print Name

General Counsel
Title

Aug 12, 2024
Date

APPENDICES TO THIS AGREEMENT

(A)   Software Products/Fees

IT Cloud Vendor Security Agreement

This IT Cloud Vendor Security Agreement ("Security Agreement") is entered into by and between the City of Kirkland, ("City"), and HKA Tech, LLC ("Consultant")

Scope: This policy applies to all Vendors who do any form of work ("Contract") with the City of Kirkland that includes possession, storage, processing, or transmission of Personally Identifiable Information (PII), Sensitive Personal Information (SPI) or Personal Health Information (PHI) for City of Kirkland employees, volunteers, contractors, and/or citizens in any location that is outside of the City of Kirkland Firewalls. This includes public and private cloud infrastructures and Vendor's own infrastructure on their premises. This is regardless of who the Vendor is and which department they are working for or with, and it applies to all locations where the Vendor stores information.

If this Contract covers only PII or SPI, then only this addendum must be signed.

If this Contract covers PHI, then this addendum must be signed, and a HIPAA Business Associates Agreement must also be signed and incorporated as an addendum to this document or as an addendum to the Contract.

This policy does NOT apply to CJIS data (criminal justice data). There is a separate federally mandated addendum that covers protection of CJIS data, which must also be signed if the Contract includes such information.

Provision: When possible, this policy should be an addendum to existing contracts with vendors. It may be signed separately when necessary.

Duration: This policy applies from the time a vendor signs its Contract with the city through such point in time that all data which was in the vendor's control is returned to the city and destroyed at the city's request, including but not limited to backups, test sites, and disaster recovery sites.

Definitions:

Personally Identifiable Information (PII), or **Sensitive Personal Information (SPI**): Information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

Protected Health Information (PHI): any information about health status, provision of health care, or payment for health care that can be linked to a specific individual, which is more particularly defined under HIPAA (Title 45, CFR) and the Health Care Information Act (RCW Chapter 70.02).

Vendor: Includes owners and employees, volunteers, subsidiaries, and any subcontractors who might reasonably have access to this data.

Options:

Option 1: A vendor can verify that they have a high level of security certification that is satisfactory to the City of Kirkland. Examples include but may not be limited to FedRamp.

   If this option is selected, print the mutually agreed upon certification level below and attach appropriate documentation.

_____

Option 2: Vendors can agree to follow the following security best practices:

1. All customer data will be stored on servers physically located in the United States.
2. All customer data will be stored in a location with reasonable physical controls where data will not be visible to anyone not covered by this policy.
3. Access to data will only be provided on a need to know basis in order for the vendor to complete this work.
4. Data will not be shared with an outside third party without explicit written consent of the City.
5. Data will be encrypted prior to and during any transfer from one location to another.
6. Data will be disposed of appropriately, including shredding or burning of any printed versions and destruction or secure erasure of any electronic medium on which data has been stored.
7. Vendor agrees to the appropriate internal certification for vendor staff who access the data (for example, PHI must only be handled by vendors who have HIPPA training).
8. Vendor staff with access to City of Kirkland data covered by this policy must pass a criminal background check prior to accessing that data.
9. Vendors must perform internal and/or external security auditing on a regular basis that is no less common than once per year.
10. Vendors shall abide by the following policies for passwords:
    a. Network login passwords must be at least 8 characters long and include at least one number and one capital letter.
    b. Passwords must be changed every 90 days.
    c. The same password cannot be re-used within twenty password changes.
    d. Passwords must not be written down or stored in systems except in encrypted applications designed to store passwords.
    e. Passwords must not be shared among vendor staff.
    f. Vendors should not use the same passwords for city and personal needs.
    g. Other password protected systems will comply with above network login password policy when technically possible.
11. Vendors must report all security incidences to the appropriate City of Kirkland IT personnel, including any serious security breaches on their own network, within 24 hours of identifying the security incident.
12. In the event of a data breach, Vendor must have an internal policy to provide for timely forensic investigation of affected and related servers and must follow all state, local, and federal requirements for notifying individual's whose PII or PHI has been or may have been breached.

13. Vendor's servers must be patched on a regular and timely basis with all security-related patches from application and infrastructure vendors.
14. Data must be kept in at least two different physical locations. One location can be in a compressed format (e.g. as a backup file).
15. Vendor must enable logging as follows:
    a. Logs are enabled for common third-party applications
    b. Logs are active by default
    c. Logs are available for review by the City of Kirkland for up to one year
    d. Logs are retained for up to one year

Any deviation from the above best practices must be described here and mutually agreed upon (Signatures on this policy will constitute mutual agreement).

Description of any area where vendor is requesting a waiver, an agreement to a different method, or any other change to this policy:

A breach of this Security Agreement also constitutes a breach of any agreement to which it is appended and the City may terminate either or both because of such breach as soon as it must to mitigate that breach or others that may then be apparently forthcoming. The City agrees to work with the Vendor to avoid such termination if reasonably possible but protection of the information held by the Vendor cannot be compromised in the process.

Description of data in the Vendor's care (attach additional sheets if necessary):

_____

_____

_____

Is this an addendum to an existing or new contract (Y/N): <u>No</u>
If yes, name and duration of contract: _____

City business person responsible for contract and vendor management:

Name:	Title:	Department:
Joey Vander Vaart	Business Analyst	Public Works

Joey Vander Vaart

City IT person responsible for contract and vendor management:

Name:	Title:	Department:
Mary Jensen	IT Manager - Enterprise Applications and GIS	Information Technology

Mary Jensen

The following signature block must be completed. By signing this agreement, vendor warrants that they are responsible for the security of the PII, SPI, and/or PHI in their care.

HKA Tech, LLC	City of Kirkland
Frank Giunta	*Julie Underwood* Julie Underwood (Aug 12, 2024 13:19 PDT)
Signature	Signature
Frank Giunta	Julie Underwood
Printed Name	Printed Name
President	Deputy City Manager of Operations
Title	Title
Aug 12, 2024	Aug 12, 2024
Date	Date

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("the Agreement") is made this __12th__ day of __August__ , 202_4_ , by and between the City of Kirkland, a municipal corporation of the State of Washington (the "City"), and HKA Tech, LLC ("the Consultant").

Whereas, the Consultant is the successful candidate for the Project Management Software project as such services were described and detailed in the City's Request for Proposal (RFP) Job #32-23-PW; and

Whereas, the Consultant will need to review confidential information ("Confidential Information[1]") belonging to the City in order to be able to complete this project, which the City does not want disclosed; and

Whereas, in consideration for being allowed to see the Confidential Information so that it can complete the project, the sufficiency of such consideration being hereby acknowledged, the Consultant is willing to enter into this Non-Disclosure Agreement.

Now, therefore, as evidenced by their signatures below, the parties hereby agree as follows:

1. The Consultant shall maintain and protect the confidentiality of the Confidential Information, shall not disclose the Confidential Information to any person or entity, and shall not challenge, infringe or permit or assist any other person or entity to disclose the Confidential Information or challenge or infringe any of the City's license rights, trade secrets, copyrights, trademarks or other rights respecting the Confidential Information.

2. Except pursuant to a written agreement between the parties, the Consultant shall not directly or indirectly, i) provide, make, use or sell, or permit or assist any other person or entity to provide, make, use or sell any services, devices or products incorporating any protected feature embodied in any of the Confidential Information; ii) apply for or seek to register, or otherwise attempt to create, establish or protect any patents, copyrights or trademarks with respect to any of the Confidential Information; or iii) use any name used by the other party, whether or not subject to trademark protection, or any confusingly similar name.

3. The Consultant shall not disclose the Confidential Information except to those persons employed by the Consultant, or its affiliates or subsidiaries, who have reasonable need to review the Confidential Information under the terms of this Agreement who have agreed to be bound the terms of this Agreement or a similar agreement that is at least as protective of the Confidential Information as provided for herein.

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[1] "Confidential Information" means the information the City has provided the Consultant by or at the direction of the City, or to which access was provided to the Consultant by or at the direction of the City, in the course of the Consultant's wish to submit a proposal or complete this project.

4. Consultant shall not make any copies, drawings, diagrams, facsimiles, photographs or other representations of any of the Confidential Information.

5. Upon request by the City, Consultant shall immediately destroy or return any Confidential Information in its possession, including all copies thereof.

6. Notwithstanding other provisions of this Agreement, the Agreement does not restrict the Consultant with respect to the use of information that is already legally in its possession, that is available to the Consultant from other sources without violating this Agreement or the intellectual property rights of the City, or that is in the public domain. Notwithstanding other provisions of this Agreement, this Agreement also shall not restrict the Consultant from providing, making, using or selling services, devices or other products so long as the Consultant does not breach this Agreement, violate the City's intellectual property rights or utilize any of the Confidential Information.

7. The Consultant, its officers, agents and employees, agrees to hold harmless, indemnify and defend at its own expense the City, its officers, agents and employees, from and against any and all claims of any kind whatsoever arising out of the Consultant's intentional acts or negligent failure to perform any of its obligations under this Agreement.

8. The covenants in this Agreement may be enforced a) by temporary, preliminary or permanent injunction without the necessity of a bond or b) by specific performance of this Agreement. Such relief shall be in addition to and not in place of any other remedies, including but not limited to damages.

9. In the event of a suit or other action to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and the expenses of litigation, including attorneys' fees, and expenses incurred to enforce this Agreement on any appeal.

10. The Agreement shall be governed by and construed in accordance with Washington law. The King County Superior Court or the United States District Court for the Western District of Washington at Seattle (if federal law is applicable) shall have the exclusive subject-matter jurisdiction of matters arising under this Agreement, shall have personal jurisdiction over the parties and shall constitute proper venue for any litigation relating to this Agreement.

11. For purposes of this Agreement, all covenants of the Consultant shall likewise bind the officers, directors, employees, agents, and independent contractors of the Consultant, as well as any direct or indirect parent corporation of the Consultant, direct or indirect subsidiary corporations of the Consultant and any other person or entity affiliated with or related to the Consultant or to any of the foregoing persons or entities. The Consultant shall be liable to the City for conduct of any of the foregoing persons or entities in violation of this Agreement to the same extent as if said conduct were by the Consultant.

12. The Consultant shall not directly or indirectly permit or assist any person or entity to take any action which the Consultant would be barred by this Agreement from taking directly.

13. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF KIRKLAND   HKA Tech, LLC

By: *Julie Underwood*   By: *Frank Giunta*
Julie Underwood (Aug 12, 2024 13:19 PDT)

Its: Deputy City Manager of Operations   Its: President

CONSULTANT NETWORK ACCESS AGREEMENT

This Agreement ("Agreement") related to network access is made between the City of Kirkland, Washington, a municipal corporation ("City") and HKA Tech, LLC, ("Consultant"), whose address is One Commerce Square 2005 Market St. Suite 820, Philadelphia, PA 19103 and shall be effective upon the date last signed below.

WHEREAS, the [Consultant requires access to the City's network to perform certain pre-approved network operations services through separate contract, which may include product installation, updates, configuration, and troubleshooting; and;

WHEREAS, the Consultant will be provided a City network login account(s) for Authorized Employees[1] for pre-approved City work.

NOW, THEREFORE, in consideration of the mutual commitments contained herein, and in support of those included within the separate contract between the City and the Consultant providing for the provision of such pre-approved City work, attached hereto as Exhibit A, the parties agree as follows:

1. The Consultant agrees that all Authorized Employees will abide by the City's Technology Resource Usage Policy, Attachment B to this Agreement and the City's Technology Security Policy, Attachment C to this Agreement.
2. The Consultant agrees that if an account is assigned to a single or multiple Authorized Employee(s), all those with access to this account are held accountable under this Agreement.
3. The Consultant agrees that all remote access will be monitored by the responsible City staff member for the duration of the Consultant login session unless other City-approved arrangements have been made.
4. The Consultant agrees that remote access into systems with City data is conducted from IT systems which have the latest security patches, anti-virus updates, and malware signatures using a secure connection (e.g. VPN (using GlobalProtect), Microsoft Teams).
5. The Consultant agrees that they should only expect to be provided levels of access as required and appropriate for the assigned tasks, as determined by City staff.
6. The Consultant agrees that they must report all security incidents to the appropriate City of Kirkland IT personnel, including any serious security breaches on their own network during the time they have user-id/password access to the City's network, within 2 hours of identifying the security incident.
7. The Consultant agrees that, depending on the City systems and/or data they are working with, formal background checks may be required. This includes but is not limited to all systems that fall under the purview of the Criminal Justice Information Services (CJIS) policies.

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[1] "Authorized Employees" means the [Consultant's] employees who need to access the City's network to perform work (including, but not limited to product installation, updates, configuration, troubleshooting, etc.) requested by the City

8. The Consultant agrees that, except in the case of an approved security audit and with prior written permission from the City, the Consultant must not test, or compromise City computer or communication system security measures by any means, including but not limited to unapproved system cracking (hacking), password cracking (guessing), file decryption, software copying, or similar unauthorized attempts. Such measures may be unlawful as well as serious violations of City policy. This includes hardware or software tools that could be employed to evaluate or compromise information systems security. Examples of such tools include, but are not limited to, those that defeat software copy protection, discover secret passwords, keyloggers, identify security vulnerabilities, or decrypt encrypted files. Similarly, without prior approval from the City, the Consultant is prohibited from using "sniffers" or any other hardware or software that monitors the traffic on a network or the activity on a computer.

9. The City agrees that they will provide an IT point of contact for the [Consultant]. This point of contact will liaise with the Consultant to help ensure they are in compliance with these policies and respond to other issues that may arise related to remote access.

10. The City agrees to provide the Consultant with the required remote access to the City's network.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

Julie Underwood
Julie Underwood (Aug 12, 2024 13:19 PDT)
Signature

Julie Underwood
Name

Deputy City Manager of Operations
City of Kirkland

Aug 12, 2024
Date

Frank Giunta
Signature

Frank Giunta
Name

President
HKA Global, Inc.

Aug 12, 2024
Date

PMWeb Support Guide

Disclaimer: While every effort has been made to ensure the accuracy of the information in this document, PMWeb provides this information without any guarantee whatsoever, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose. Consult your sales agreement for restrictions and limitations on the services described herein.

Support Guide Edition: 4.3

Table of Contents

Introduction

PMWeb's Support Promise

Thank you for choosing PMWeb, Inc. products and services.

Support is an essential part of the total PMWeb client experience. We want you to get the most possible from our software and services long after the original sale and installation and we will continue to strive to resolve every issue to your satisfaction. To allow you to make the most of the return on your investment, we offer support designed to meet the needs of the most demanding enterprise.

The primary objective of the Support Team is to provide outstanding customer service with each and every contact. The purpose of this guide is to explain the systems and procedures we use to provide that service.

Our commitment to you is to provide fast, friendly responses and timely, efficient resolutions.

Support Hours and Contact Methods

Visit www.PMWeb.com for the most up to date telephone numbers and/or addresses for PMWeb, Inc. and its partners or consult your support agreement.

Support Services Available

PMWeb Support consists of two major branches of services:

1. System Maintenance

2. Technical Support

Both branches are discussed in the following sections of the guide.

System Maintenance

System Maintenance Described

System maintenance is the installation of PMWeb software, licenses and related utilities as well as the application of subsequent updates and upgrades. If you use PMWeb Hosting service, most of this work is done for you directly by the Technical Support Team according to the terms of your sales agreement.

Hosting/SaaS System Maintenance

As a PMWeb-hosted or SaaS customer, all system maintenance including application patches and OS/infrastructure patching is automatically done for you at scheduled maintenance windows. A designated contact(s) will be notified in advance of these windows which are client-specific and scheduled to occur during off-hours based on the client's preference and time zone.

Major Maintenance windows will be scheduled events and customers will be provided a minimum of 60 days advance notice.

Routine maintenance, patches and Windows/SQL updates will be scheduled events and customers will be provided 15-30 days advance notice.

Emergency patches such as high-risk security risks (zero-day vulnerabilities), will be scheduled as emergency events and customer will be provided 1-3 days advanced notice.

Self-Hosted System Maintenance

If you are self-hosting, limited assistance with installations and updates is available through technical support. Please be aware that we cannot make changes to your host environment for you and can only consult on issues directly related to the installation and updating of our software and licenses. You are responsible for the installation, configuration and maintenance of all elated utilities and hardware. If you elect to self-host and wish to have PMWeb support technicians conduct the installation/update for you, please contact your reseller to set up an appointment.

Contacting Us for System Maintenance

Visit www.PMWeb.com for the most up to date telephone numbers and/or addresses for PMWeb, Inc.

Data Return – Data Copied – Data Destroyed

Data Return / Copied

Per authorized customer request, or upon termination of contract for hosting/SaaS services, PMWeb, Inc. will provide a backup of all Client data including databases containing transaction and file storage data, custom reports, etc. The backup consists of standard MS SQL databases and SSRS reports. Documentation on the database schema and a brief description of the tables and fields of the data as well as documentation on how to restore the databases for viewing and/or import/export capability is included. A utility is also provided to extract file attachments and document manager documents from the restored databases. Client agrees to pay a nominal fee for this service along with cost of media chosen (Hard Drive(s), Tape(s), etc.

Data Destruction

Per authorized written request to Support Services, client may request that all data held by PMWeb be destroyed. The destruction process will use a secure-erase method that complies with DoD standards for data wiping (min 3-pass, erase - overwrite). The process is documented and this documentation is sent to the client.

Technical Support

Technical Support Described

Technical support is the service we provide to resolve problems related to the use of PMWeb software, licenses and/or PMWeb Hosting services. Clients with current support plans are encouraged to use technical support as needed.

Technical Support vs. Training

Technical support will never replace comprehensive training of your system administrators and users. PMWeb strongly recommends a "train the trainer" approach whereby designated system administrators are very well trained in all aspects of the system, and serve as first technical support resource for all of your users. We also recommend that all system users receive an appropriate level of training to minimize the number of questions they need to ask.

The return on investment in training is almost immediate when you consider the cost of the education versus the cost of downtime.

Contact your reseller or visit www.PMWeb.com for more information about training materials and services available.

Support Request Lifecycle

Whether you contact PMWeb by phone or email, your technical support request is promptly logged and assigned to the appropriate support technician. Each support request typically follows this lifecycle:

Step	Participants
1. Collect all data that might be used to troubleshoot	The Client
Note: Some examples of useful information: feature being used, exact text of error message received, screenshots of the issue, whether or not the issue can be duplicated, what browser and browser version being used. As a rule, the more information you collect before contacting us, the faster we resolve your issue.	
2. Contact PMWeb Technical Support	The Client
Note: Before contacting us, please locate your Client # - the support technician may need that number to properly log your request. Your Client # can be found on your PMWeb log-in page.	
3. Submit your support request	The Client & PMWeb Support
Note: The support technician will usually need to ask you questions about the issue and will ask you to share the information you collected in step 1, above.	
4. Work the issue	PMWeb Support & The Client
Note: Sometimes this is as quick and easy as answering a question. Other times, this is more complex and the support technician might ask you to join an online meeting to demonstrate the issue in real time. Often, the support technician will consult the PMWeb help files, knowledge base and/or support colleagues during this step.	
5. Resolve the issue	PMWeb Support & The Client
Note: Most support requests are resolved in a single phone call or email exchange. Some requests take longer and may require the support technician to analyze the issue offline and then return your call or email. Please see the following sections for information about how support requests are prioritized.	

Support Request Priorities

When a support request is submitted, the support technician will work with you to assess the situation and assign it a priority in the current PMWeb issues log. The priority is a measure of the relative impact of the technical issue on your systems or business. Accurately defining the severity of the issue ensures a timely response and helps the support technician to understand the nature of your issue. The following table shows the priority levels we use:

Priority		Service Level Definition
1. System Failure	⟶	The Client
2. Critical	⟶	The Client
3. Material	⟶	The Client & PMWeb Support
4. Cosmetic	⟶	PMWeb Support & The Client

Here is a description of each priority level:

1. System Failure
• The system is inoperable and/or a substantial portion of your critical data is in danger of being lost or corrupted.
• Your business operations have been severely disrupted.

2. Critical
• Business can continue although operations are limited.
• Long-term productivity may be affected.

3. Material
• Most of the system can be used normally, but some functions are limited.

4. Cosmetic
• Has no effect on normal system operations. This might be something like an error or discrepancy in system documentation.

For the vast majority of support requests, assigning a priority is just a formality, but occasionally (if we receive a high volume of support requests for example), we use the priority system to determine the order in which we respond to and the number of resources we assign to each issue. The support technician will always notify you if the priority system is in effect.

Support Request Response Time Targets

Rest assured, we always do our best to respond as quickly as possible to every support request. During times of high volume however, the priority system will be activated and initial responses may take slightly longer than usual. Each priority level includes an initial response target time:

Priority		Targeted Initial Response Time*
1. System Failure	⟶	1 hour
2. Critical	⟶	2 hours
3. Material	⟶	4 hours
4. Cosmetic	⟶	1 day

*Target times refer to business hours and days: normal PMWeb Support business hours and days as determined by your support agreement.

Support Request Escalation

If you feel you are not receiving an adequate response to your support request, you are entitled to escalate your request at any time. Your support technician may also escalate your request themselves if it exceeds their experience level or if additional resources are required.

To escalate your request, simply ask your support technician to do so. They will then put you in touch with their team leader. If necessary, support requests can also be escalated from team leader to a technical support manager.

Contacting Technical Support

Visit www.PMWeb.com for the most up to date telephone numbers and/or addresses for PMWeb, Inc. and its partners or consult your support agreement.

Glossary

Below are definitions of some terms used in this guide and/or that we commonly use when we talk about PMWeb Support.

Escalation
Escalation is the process by which a support request can be promoted from support technician to team leader to technical support manager.

Initial Response
Initial response is PMWeb Support's acknowledgement of the issue and its confirmation via telephone and/or email.

Resolution
Resolution is the point at which the Client confirms that the support request can be closed.

Support Agreement
This is the part of your sales contract that outlines your support purchase. Only Clients with current support agreements have access to PMWeb support.

System Maintenance
System maintenance is the installation of PMWeb software, licenses and related utilities as well as the application of subsequent updates and upgrades.

Technical Support
Technical support is the service we provide to resolve problems related to the use of PMWeb software, licenses and/or PMWeb Hosting services.

Updates
Software updates are minor releases, including service packs. A software update is usually indicated by incrementing the numeral immediately to the right of the decimal point in the version number of the software, e.g. 1.1 --> 1.2 or 2.1.1 --> 2.1.2.

Upgrades
Software upgrades are major releases of PMWeb products that usually provide improved functionality or additional features. A software upgrade is usually indicated by incrementing the numeral to the left of the decimal point in the version number of the software, e.g. 2.x --> 3.0

WALKME CUSTOMER SAAS AGREEMENT

This Customer SaaS Agreement ("**CSA**") is entered into this _____**("Effective Date")** by and between WalkMe, Inc., a corporation incorporated under the laws of the State of Delaware, with its offices at 71 Stevenson Street, 20th Floor, San Francisco, CA 94105 USA, on behalf of itself and its Affiliates ("**WalkMe**") and City of Kirkland, with its principal place of business at 123 5th Avenue, Kirkland, WA 98033 ("**Customer**") (each a "**Party**" and collectively the "**Parties**").

For the purposes of this agreement, "**Affiliate**" means an entity that controls, is controlled by, or is under common control with a party, where "control" means the direct or indirect ownership of more than 50% of the voting securities or other ownership interest of such entity or party.

Preamble

WalkMe has developed, and owns digital adoption platforms that provide guidance and engagements tools, analytics and automation for web, mobile and desktop applications, simplifying and improving end users' and employees' experience, and increasing user engagement; Such solutions are provided to customers on a Software as a Service (SaaS) basis; and

This CSA governs the Parties' relation in connection with Customer's subscription, as well as its an its End User's (as defined below) access to, and usage of the Service (as further defined below).

1. **General**

CUSTUMER'S USE OF THE SERVICES SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS CSA, AND TO THE EXTENT APPLICABLE, THE DURATION AND SUCH ADDITIONAL TERMS AND CONDITIONS AS SPECIFIED IN THE APPLICABLE ORDER FORM EXECUTE BY THE CUSTOMER AND WALKME PARTNER. THIS CSA TOGETHER WITH EACH APPLICABLE ORDER, SHALL COMPOSE A TRANSACTION AGREEMENT BETWEEN CUSTOMER AND WALKME (THE "**TRANSACTION AGREEMENT**"), WHICH IS EXECUTED CONCURRENTLY WITH A SEPARATE AGREEMENT SIGNED BETWEEN CUSTOMER AND THE APPLICABLE WALKME PARTNER ("**WALKME PARTNER**") FOR THE PROVISION OF CERTAIN PROFESSIONAL SERVICES BY WALKME PARTNER TO CUSTOMER IN CONJUNCTION WITH THE PURCHASE OF THE RIGHT TO USE THE SERVICES.

For the purpose of this CSA "**Service**" means the SaaS Subscription to WalkMe DAP and/or any Professional Services (as specified and defined in an applicable Order).

2. **Right to Use the Service**

Subject to the timely payment of applicable fees specified under the applicable Order, and subject to the terms and conditions of this CSA, WalkMe grants to Customer a non-exclusive, non-transferable, non-sub-licensable, limited right to access and use the Service during the subscription term, and in accordance with the usage terms set forth herein and in the applicable Order.

For the purpose of this CSA or any Order, "**End User(s)**" means individuals for whom the Service load.

2.1. Usage Restrictions. Other than the rights expressly specified in this CSA and in an applicable Order, no other right or interest whatsoever is granted to Customer in connection with the Service or to the solutions to which it provides access. Without limiting the foregoing, Customer may not: (i) use the Service for purposes other than the purposes for which it is intended as defined in this CSA and/or the applicable Order; (ii) rent, lease, lend, sell, sublicense, assign, distribute, or transfer in whole or in part the right to use the Service or any part thereof; (iii) bypass or breach any security device or protection used by the Service; (iv) input, upload, transmit, or otherwise provide to or through the Service any information or materials that are unlawful or injurious, or that contain, transmit, or activate any harmful code; (v) use the Service in any illegal manner or in any way that infringes the right of any third party. In addition, in the event the Order limits the usage to a certain number

of End Users, Customer shall ensure that the quantity of End Users who may access and use ("**Active Use**") the Service in any given calendar month, will not exceed the quantity set forth in the Order.

2.2. <u>End Users' Consent</u>. Customer will be solely responsible to obtain the authorizations, licenses, and consents, if and as required by any applicable law, to make the Service available to the End Users, including without limitation pursuant to the terms of Section 6.2. below.

3. **The Provision of the Service**

The Service shall be provided in accordance with the terms of the Service Level Agreement, as attached to the applicable Order ("**SLA**"), and WalkMe shall comply with the performance, uptime and service levels defined therein. The SLA also sets forth the standard customer support services corresponding to the applicable support level purchased by Customer.

4. **WalkMe Professional Services**

If an applicable Transaction Agreement includes the provision of certain professional services (which typically include implementation, training with respect of the use of the Service, or assistance in creating Outputs (as defined below)) ("**WalkMe Professional Services**") other than and in addition to those to be provided by WalkMe Partner under a separate agreement, then such WalkMe Professional Services shall be provided in accordance with the Statement of Work to be attached to the Transaction Agreement ("**SOW**").

The WalkMe Professional Services shall be provided remotely (and not at Customer's site), unless otherwise agreed in writing between the Parties.

5. **Consideration**

5.1 <u>Consideration</u>. In consideration for the rights and Service granted and/or to be provided under this CSA, Customer shall pay the fees specified under the applicable Order in accordance with the payment and other terms specified therein.

6. **Privacy and Data Protection; Security**
6.1. Purpose and subject matter of WalkMe's Data Processing. Solely to the extent necessary for the provision of the Service to the Customer (as described in detail in the DPA referred below), WalkMe (in its capacity as Data Processor) may from time to time be provided with, or have access to, information of Customer (in its capacity as Data Controller), which may qualify as Personal Data (as these terms are defined in the DPA).

For the purpose of this CSA and any applicable Order, Parties' rights and obligations with respect to the data processing activities shall be subject to the Data Processing Agreement ("DPA") available at: https://www.walkme.com/walkme-dpa/.

6.2. Customer's Undertakings. Customer shall be solely responsible for obtaining all consents and authorizations as may be required by any applicable law, for the collection, storage and processing of information and/or sensitive information by WalkMe according to Customer's instructions.

6.3. Security. WalkMe complies with security standards, such as encryption of data in motion over public networks and auditing standards (such as SOC 2 and ISO 27001:2013). Furthermore, Customer's information is stored with logical separation from information of other customers. In addition, WalkMe shall have in place and shall comply with documented written policies and procedures, periodically reviewed, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. Such policies and procedures will include encryption of data, virus detection and firewall utilization.

7.   **Proprietary Rights**

7.1. <u>WalkMe's Rights</u>. Except for the Outputs as defined below generated by WalkMe Partner that will be owned by WalkMe Partner, WalkMe owns and shall retain all right, title, and interest, including Intellectual Property Rights (as defined below), in and to the Service and the solutions provided thereby, and all the underlying software and technology, all as may be updated, improved, modified or enhanced from time to time; and further - in and to the brand names, logos and trademarks related to the foregoing. In addition, WalkMe owns and shall retain all rights, including Intellectual Property Rights in and to the Outputs of the Service, generated through the provision of WalkMe Professional Services, including the content created by WalkMe and the default designs and "look and feel" thereof.

For the purpose of this CSA, "**Intellectual Property Rights**" means any and all intellectual property rights, whether registered or not, worldwide including, without limitation, all the following: (i) copyrights, including moral rights, registrations and applications for registration thereof; (ii) computer software programs, data and documentation; (iii) patents, patent applications and all related continuations, divisional, reissue, design patents, applications and registrations thereof, certificates of inventions; and (iv) trademarks, trademark applications, domain names, trade secrets and Confidential Information (as defined below).

"**Outputs**" shall mean the interactive on-line guidance indicators deployed by the Service, to provide guidance and assistance to End Users in acting and reacting (including by progressing through a process) within an applicable digital platform or application.

7.2. <u>Customer's Ownership</u>. Customer owns and shall retain all right title and interest in and to the Content (as defined below) which is (i) provided by Customer to WalkMe for the purpose of the provision of the Service and/or the WalkMe Professional Services; (ii) created by Customer using the Service; and/or (iii) to the extent applicable, created by WalkMe specifically for Customer under the provision of WalkMe Professional Services, and which incorporates or is based on Customer's copyrighted work and/or Customer's Confidential Information or other Customer Content according to sub-sections (i) and (ii) above ("**Customer Content**"). Customer Content specifically excludes Content provided by WalkMe which does not use Customer Content, the Outputs' "look and feel", and WalkMe's Confidential Information and Intellectual Property.

"**Content**" means content such as text, data, images, photographs, video, audio, and similar types of content used in, or for creating, Outputs.

7.3. Customer hereby grants to WalkMe a limited, non-exclusive, non-transferable (except in connection with the permitted assignment of this CSA), and royalty-free license to use the Customer Content and its affiliates solely for the purpose of providing the Service to Customer pursuant to this CSA and the applicable Order.

7.4. <u>Feedback</u>. WalkMe may, at its discretion and for any purpose, freely use, modify, and incorporate into its Service any feedback, comments, or suggestions provided by Customer or End Users (other than Customer Content), if any, without any additional obligation of WalkMe to Customer or the applicable End Users.

8.   **Warranty**

8.1. <u>Representations</u>. WalkMe represents and warrants to Customer that (i) during the term of each applicable Transaction Agreement, the Service will substantially conform to the specifications as set forth in such Transaction Agreement, and shall be provided in accordance with the applicable SLA; and (ii) the WalkMe Professional Services performed by WalkMe under this CSA will be performed in a professional and workmanlike manner and by personnel that has the necessary skills, training and background to perform such Services.

8.2.   <u>Exclusive Warranty</u>. THE WARRANTIES CONTAINED IN THIS SECTION 8 ARE EXCLUSIVE, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR ARISING BY A COURSE OF DEALING OR USAGE OF TRADE. THIS SECTION DOES NOT LIMIT, AND IS WITHOUT PREJUDICE TO, THE PROVISIONS OF SECTION 11 BELOW.

9. **Indemnification by WalkMe**

9.1. Indemnification obligation. WalkMe will defend Customer from and against any claim by a third party against Customer to the extent the claim is based on an allegation that the Service or the solution provided by it, infringes upon, or misappropriates, any Intellectual Property Rights of a third party ("**Infringement Claim**"), and shall indemnify Customer against all liabilities, damages, costs (including settlement costs and reasonable attorneys' fees) awarded by a competent court, arbitrator/s, or in a settlement, as a result of such claim by a third party; provided that (i) Customer has notified WalkMe promptly in writing of such claim; (ii) Customer has provided WalkMe with the authority to control and handle the claim including the defense and settlement of such claim; and (iii) Customer provides to WalkMe all information and assistance (at WalkMe's expense) as may be required for that purpose.

9.2. Exclusions. In no event will WalkMe have any obligation or liability under this Section 9 arising from: (i) use of any Service in a modified form or in combination with materials not furnished by WalkMe; (ii) any Customer Content; (iii) any failure by Customer to comply with Customer's responsibilities under this CSA; and (iv) use by WalkMe of any equipment provided by Customer and per Customer's instructions, for the provision of the WalkMe Professional Services.

9.3. Remedial Actions. In the event that the Service or any part thereof is likely to, in WalkMe's sole opinion, or does become the subject of an Infringement Claim, WalkMe may, at its option and expense: (i) procure for Customer the right to continue using the Service (including the allegedly infringing portion/item); (ii) substitute a functionally equivalent non-infringing replacement for such allegedly infringing portion of the Service or otherwise modify it to make it non-infringing and functionally equivalent; or (iii) terminate the CSA and any outstanding Order and refund to Customer fees paid to WalkMe for the infringing items in an amount prorated to reflect the period of time between the date Customer was unable to use the Service due to such Infringement Claim and the remaining days in the current subscription term.

9.4. Sole Remedy. Without derogating from the provisions of Section 11 below, this Section 9 sets forth the exclusive and entire remedy of Customer with respect to any Infringement Claims.

10. **Customer's Responsibilities**

In addition to any other undertaking or responsibility of Customer as set forth in this CSA, any applicable Order, SOW, SLA or an exhibit hereto or thereto, Customer shall be solely responsible and liable for, and in connection with: (i) the manner in which Customer and the End Users use the Service (ii) Customer Content, including without limitation Customer's rights to use such Content in connection with the Service; (iii) information, data or other Content provided by End Users; and/or (iv) compliance by Customer with any and all applicable laws and with third parties' rights in connection with the foregoing.

11. **Limitation of Liability**

11.1. **Limitation on Indirect Liability**. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WALKME BE LIABLE UNDER THE TRANSACTION AGREEMENT FOR (i) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (ii) FOR LOSS OF USE, BUSINESS, REVENUES, OR PROFITS; IN EACH CASE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11.2. **Limitation on Amount of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND OTHER THAN IN THE EVENT OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR AS SET FORTH BELOW IN THIS SECTION 11.2, WALKME'S AGGREGATE LIABILITY UNDER EACH TRANSACTION AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE APPLICABLE TRANSACTION AGREEMENT, AND WALKME'S AGGREGATE LIABILITY UNDER THE CSA SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY ("**LIABILITY CAP**").

NOTWITHSTANDING THE ABOVE, WALKME'S LIABILITY (I) IN CONNECTION WITH ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 ABOVE OR (II) FOR BREACH OF ITS PRIVACY AND DATA PROTECTION OBLIGATIONS UNDER SECTION 6 - SHALL BE

LIMITED TO THREE TIMES (3X) THE APPLICABLE LIABILITY CAP, PROVIDED HOWEVER, THAT A FINE OR CHARGE SET BY A REGULATORY AUTHORITY ACCORDING TO LAW FOR, OR DUE SOLELY TO, BREACH BY WALKME OF DATA PROTECTION AND SECURITY OBLIGATIONS SHALL BE BORNE BY WALKME REGARDLESS OF THE CAP ON LIABILITY.

12. **Term, Termination and Suspension of Service**

12.1.   Term. This CSA commences on the Effective Date and will remain in effect for so long as Customer has an applicable Order in effect, unless otherwise terminated in accordance with the provisions herein.

12.2.   Termination. Either WalkMe or Customer may terminate this CSA and any Order thereunder, if: (i) the other Party is in material breach of the Transaction Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days. WalkMe shall also have the right to terminate this CSA according to the provisions of Section 14.2.3.

12.3.   Effects of Termination. In any event of termination of this CSA by either Party:

12.3.1.   All rights granted hereunder shall immediately expire and any and all use and/or exploitation by Customer and/or on its behalf of the Services, and any part thereof, shall immediately cease and expire.

12.3.2.   WalkMe shall provide Customer access to its account, at no additional fees, for a period of thirty (30) days following termination or expiration of the CSA, so that Customer may export any stored data.

12.3.3.   Provisions contained in this CSA that are expressed or by their sense and context are intended to survive the termination of this CSA shall so survive the termination, including without limitation Section 5 (Consideration due for the period prior to termination), Section 6 (Privacy, with respect to the period prior to termination) and Sections 7 through 14 (inclusive).

12.4.   Suspension of Service. WalkMe reserves the right to monitor the use of the Service for security and operational purposes. WalkMe may suspend or otherwise deny Customer's or any other person's access to or use of all or any part of the Services for security reasons if WalkMe believes, in its reasonable discretion, that any third party has gained unauthorized access to any portion of the Subscription Services using any credential issued by WalkMe to Customer or its End Users.

13. **Confidentiality**

13.1.   For the purpose of this CSA, "**Confidential Information**" means any non-public information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is designated in writing as confidential or if disclosed orally – is reduced to writing and titled as "confidential" within 15 days following the disclosure and sharing with the Receiving Party or that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of disclosure. Confidential Information shall include, but is not limited to, technological information such as know-how, software, data, programs, inventions, ideas, processes, formulas, developments, designs, materials, business information such as marketing and selling, budgets, prices and costs, information about the Disclosing Party's employees, Affiliates, suppliers and customers, and trade secrets. Confidential Information does not include information that is: (i) public knowledge at the time of disclosure or thereafter becomes generally known other than through an act of breach or negligence by the Receiving Party; (ii) already known by the Receiving Party prior to its receipt from the Disclosing Party; (iii) independently developed at any time by the Receiving Party without use of or reference to Confidential Information; (iv) rightfully obtained by the Receiving Party from other unrestricted sources.

13.2.   Protection of Confidential Information. All Confidential Information delivered, made available or otherwise acquired pursuant to this CSA shall (i) not be copied, distributed, disseminated or made available in any way or form by Receiving Party without the prior written consent of the Disclosing Party; (ii) be maintained in strict confidence using the same degree of care that the Receiving Party takes to protect its own confidential information, but in no event less than reasonable care; (iii) may only be disclosed to those employees, contractors and/or service providers of Receiving Party who have a need to know in connection with purposes consistent with this CSA, and who are bound by a written obligation of confidentiality no less restrictive as those set forth herein; and (iv) shall not be used by Receiving Party for any purpose, except for the purposes of this CSA, without the prior written consent of the Disclosing Party. For the avoidance of doubt, Confidential Information including personal information collected through the use of the Services shall be used, collected, retained, processed and deleted in accordance with the provisions of Section 6 above.

13.3.   Compelled Disclosure. If the Receiving Party is compelled by law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

13.4.   Expiration. The provisions of this Section 13 shall survive the natural expiration or termination of this CSA for any reason for a period of three (3) years or for seven (7) years following their disclosure, whichever is earlier.

14.   **Miscellaneous.**

14.1.   Entire Agreement. This CSA, including all exhibits hereto and all applicable Order, constitute the entire agreement between Customer and WalkMe with respect to the subject matter of the Transaction Agreement and supersede and replace any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of the Transaction Agreement, including previous non-disclosure agreements between the Parties.

14.2.   Assignment; Change of Control.

14.2.1.   Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent, not to be unreasonably withheld; such consent shall not, however, be required, in connection with an assignment to an affiliate or a successor in interest in connection with any merger, consolidation, reorganization or restructuring, or the sale of substantially all of a Party's assets as long as such successor or assignee of this CSA agrees in writing to be bound by this CSA and by the terms of any outstanding Order.

14.2.2.   In any event of an assignment by a Party to this CSA, or of any other form of Change of Control, the assigning Party or the Party undergoing a Change of control, as applicable, will notify the other Party in writing immediately upon the consummation of such event ("**Assignment Notice**").

For the purpose hereof a "**Change of Control**" means that a Party has undergone a change of control transaction, such that the holders of the such Party's outstanding stock capital, as of immediately prior to such transaction, owning less than 50% of the voting power of the surviving or resulting entity's outstanding stock capital immediately after such transaction.

14.3.   Governing Law and Jurisdiction. This CSA, including its exhibits, the Order, SOWs and SLA will be governed by laws of the State of California, except for its conflicts of laws principles and each Party agrees to the exclusive jurisdiction of the courts in San-Francisco, California.

14.4. <u>Export Restrictions</u>.

14.4.1. Customer acknowledges and agrees that its use of the Services, and the use of the Services by End Users, is subject to compliance with United States and other applicable country export control and trade sanctions laws and regulations, including, without limitations the regulations promulgated by the U.S. Department of Commerce and the U.S. Department of the Treasury ("**Export Control and Sanctions Laws**"). Customer shall be solely responsible for complying with the Export Control and Sanctions Laws and monitoring any modifications to them. Customer represents and warrants that (i) Customer is not located in, operating from, established under the laws of, or otherwise ordinarily resident in Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine (the "**Sanctioned Countries**"); (ii) Customer is not identified on any list of prohibited or restricted parties (including, without limitation, the U.S. Treasury Department's List of Specially Designated Nationals, the U.S. Department of Commerce's Denied Persons List, Entity List, and Unverified List, and the U.S. Department of State's proliferation-related lists) (a "**Prohibited Person**"); (iii) Customer is not otherwise the target of U.S. sanctions or U.S. trade restrictions; and (iv) Customer will not export, reexport, transfer, or allow access to the Services to any parties, including End Users, in Sanctioned Countries or Prohibited Persons or otherwise in violation of Export Control and Sanctions Laws.

14.4.2. Notwithstanding anything in this CSA to the contrary, in the event that Customer fails to comply with any provision of this section of the CSA or violates any Export Control and Sanctions Laws in connection with the Services, WalkMe shall have the right unilaterally to terminate this CSA immediately or to take other appropriate action in accordance with the terms of this CSA and as required by U.S. law. Further, Customer will fully indemnify and hold harmless WalkMe and its representatives against any claim, action, damages, fines, liabilities, expenses (including attorney's fees and expenses), and costs relating in any way to Customer's noncompliance with this section, including Customer's violation or alleged violation of any Export Control and Sanctions Laws.

14.5. <u>Other Provisions</u>. If any provision of this CSA is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this CSA will remain in effect. Any notice required or permitted to be given by either Party under this CSA shall be in writing and may be delivered by courier, sent by registered letter, and shall be effective upon receipt or, if sent by email, upon proof of being sent. Any notice to either Party shall be sent to the contact information listed in the applicable Transaction Agreement. A copy of notices to WalkMe shall also be sent to legal@walkme.com.

No failure or delay by any Party at any time to enforce one or more of the terms, conditions or obligations of this CSA will (i) constitute waiver of such term, condition or obligation; (ii) preclude such Party from requiring performance by the other Party at any later time; or (iii) be deemed to be a waiver of any other subsequent term, condition or obligation, whether of like or different nature.

The Parties are independent contractors. This CSA does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the Parties.

Except for payment obligations, neither WalkMe nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, pandemic and epidemic, and Internet disturbance). Except to the extent required by applicable law, there are no third-party beneficiaries under this CSA.

   IN WITNESS WHEREOF, the parties have executed this CSA by their duly authorized officers or representatives and delivered as of the Effective Date.

[signature page follows]

WalkMe, Inc.

Signature _Frank Giunta_____

Name Frank Giunta_____

Title President_____

Date Aug 12, 2024_____

City of Kirkland

Signature _Julie Underwood_____
Julie Underwood (Aug 12, 2024 13:19 PDT)

Name Julie Underwood_____

Title Deputy City Manager of Operations

Date Aug 12, 2024_____