

Sample Master Pro Web SaaS Proposal and Statement of Work for City of Ocala

Prepared for Christopher Loughrey

1/29/2025

SM-W-S-8-2025129-City of Oc-v3

Cost Proposal for

City of Ocala

Sample Master® Pro Web for 8 Named Users

Standard SaaS Deployment

1/29/2025



Quotation Summary

Annual Sample Master® Cloud Services‡	\$ 28,350.00
Professional Services	\$ 29,835.00
Sample Master® Cloud Services Year 1 Project Total (May include the following: All Annual Cloud Services and Enhancement Licenses, Hardware, Professional Services, Training and Support)	\$ 58,185.00

NOTES

First Invoice will include all Sample Master® and Enhancement Annual Cloud Licenses, Hardware and Advantage Plan (40 Hours)

‡36-Month Minimum Commitment Required

Travel expenses related to onsite implementation will be billed as incurred.

Services billed as incurred.

Quote Valid Through: 4/18/2025

All Items quoted in \$USD. Client is responsible for any local taxes or fees. If applicable, please provide Tax Exempt ID Number.

Prepared by Steve Wesson
 Accelerated Technology Laboratories
Address 5540 Centerview Dr Ste 204 PMB 98282
 Raleigh, NC, 27606-8012

Phone 800.565.LIMS (5467)
Fax 910.673.8166
Email steve.wesson@confience.io

Prepared for Christopher Loughrey
 City of Ocala
Address 4200 SE 24th Street
 Ocala, FL 34471

Phone 352-401-6925
Email cloughrey@ocalafl.gov





SM-W-S-8-2025129-City of Oc-v3
Cost Proposal for
City of Ocala
Sample Master® Pro Web for 8 Named Users
Standard SaaS Deployment
1/29/2025



Sample Master® Cloud Services

	Monthly Total
SUBTOTAL CLOUD SERVICES - ANNUAL HOSTING	\$ 31,500.00
SUBTOTAL CLOUD SERVICES DISCOUNTS	\$ -3,150.00
TOTAL CLOUD SERVICES - ANNUAL HOSTING	\$ 28,350.00

ATL Cloud Services

Sample Master® access for 13 Named user accounts. ATL maintains servers, applies all updates and service packs, and buys all necessary Windows OS, Microsoft SQL Server and VMware licenses. Subscription includes: 1) Daily backup and holding backups from the last 7 days. 2) Support* with the following: Unlimited Telephone, Email and Operational Assistance, Dedicated Account Manager, Access to Website User Support Area, Software Service Packs, Product Upgrades, and LIMS Solutions Newsletter.

*Support incidents are triaged by Service Level and Severity, with Premium SaaS Support taking priority.

The Sample Master Base LIMS Package includes: 1) Electronic Data Management with ExcelExpress and Data Accelerator, 2) Single Test/Development Environment with 2 Named User Licenses, 3) DBAudit & Security 360, and access to the following:

Cloud Services Descriptions	Qty	Unit	Total
ISO	1	user	22,500.00

LIMS Maintenance

Configure and maintain the laboratory static data and defaults, including: Numbering formats, Employees, Permissions, Tests, Methods, Limits, Prices, Departments, Custom captions, Facilities, Reports and other settings. Allows LIMS Administrators to conform the LIMS to match the workflows and business rules of the laboratory.

Sample Tracking

Automate sample log-in, barcode labels generation, and creation of quotes and invoices. Generate standard and custom reports, including Chain of Custody, login, and sample conditions. Attach supporting documentation to orders. Create, maintain and email work lists

Data Entry

Enter, review and approve results, create QC Batches and monitor Audit Trails. Create Trend Analysis charts by test, department, client, site, etc., from historical data. Integrated GIS functionality supports plotting sampling locations and test result values. The integrated Electronic Data Deliverable (EDD) designer supports regulatory and other reporting requirements.

QA/QC

Graph results and create control charts. Configure tests to include QC, matrix spikes, blanks, duplicates, surrogates, matrix spike duplicates, etc.

Sample Scheduling

Log samples for routine collection automatically via schedules, including hourly, daily, weekly, monthly, quarterly, semi-annually, or annually.

Chemical Inventory

Tracks supplies and vendors and provides the ability to assign prices to supplies, track lot numbers, and assign expiration dates. Provides email alert for supplies that are approaching expiration date and/or reaching critical limits for reordering.

Resource Management

Set up instrument calibration schedules and personnel certificate renewal alerts to meet regulatory compliance. Manage instrument maintenance, calibration and repair records to ensure that all instruments are within control.

Customer Relationship Management (CRM)

Supports system deviations through an organized method of tracking, monitoring, and rapidly resolving potential problems. The CRM module will facilitate the execution of corrective and preventative actions to ensure regulatory compliance.

Sample Master® Named User Accounts	8	\$ 9,000.00
---	---	-------------

Named User Accounts. A Named User Account is required for every LIMS user.



Professional Services & Training

	Rate	Amount	Discounted Rate	Total
TOTAL PROFESSIONAL SERVICES & TRAINING				\$ 29,835.00
<i>OFFSITE (HOURLY) SERVICES</i>	225.00	153	195.00	\$ 29,835.00

NOTE: Hours/Days may be used to provide any of the services below.
Hourly items represent Off-Site Services, Daily items represent On-Site Services.

SERVICES TO BE DELIVERED OFFSITE

ATL ADVANTAGE PLAN

The ATL Advantage Project Management program is the result of over two decades of expertise in the LIMS industry and in compliance with ATL's ISO 9001 Certified Quality Management System. ATL assigns a Project Manager who is responsible for managing professional services. This consists of project meetings, checklists, a static data template, project implementation plan, project dashboard and assistance that ensures that ATL's clients successfully deploy ATL's LIMS.

The Advantage Plan cost is based on the overall project scope, including number of instrument and system interfaces, custom reports, LIMS customizations, and custom documentation (QA Plans, Requirement Specifications, Design Specifications, Test Plans, Training Plans, Deployment Plans, Transfer Plans, etc.)

Configuration Assistance

Telephone and web-conference support for the following, Estimated at 24 hours. Includes:

- Static Data Migration
- ExcelExpress
- Data Accelerator
- DB Audit

Instrument Interface Parsers

The instrument must generate an output file in common format (XLS, CSV, Text [ASCII]) to support integration. Client is responsible for providing an output file that contains all data and information to be imported to the LIMS for each instrument.

For clients with instruments capable of two-way communication (instrument to LIMS & LIMS to instrument), two (2) unique One-Way integrations are required.

Instrument Parsers Estimated at 5 Hours Per Instrument (One-Way) - Parsers Quoted - 1
 Instruments to be integrated with Sample Master®

1 - Discrete Analyzer, if ExcelExpress does not meet customer needs

pH meters, Standard DO Meter, and Balances interfaced if output is compatible (ie. RS 232 connection and ability to "Send/Print") ATL is not responsible for procurement, installation, management, configuring, or troubleshooting of 3rd party Wedge software required to interface RS-232 instrument types to LIMS.

Note: Customers only charged for parsers created. ATL has developed ExcelExpress, (an add-on to Microsoft Excel) which may be used to import and export data to/from Sample Master®.



Report Development

Simple reports are estimated to require 8-12 hours, more complex reports may require additional time.

Bucket of hours for assistance with report development. Estimated at: 8 Hours

ATL Off Site Customizations, Testing & Documentation

Hourly cost for LIMS customizations

Provide SSO capabilities Estimated at 4 hours

Bucket of hours for assistance with customizations. Estimated at: 8 Hour

Historical Data Migration Support Estimated at 24 Hours

Please Note: ATL Engineers will work with client to create a Requirements Document that will clearly define the specifications of each customization, for client review and signoff prior to any initiation of work (Includes Requirements Document, Creation, QA/QC, documentation and installation). Upon completion of the Requirements Document process and client approval an exact cost will be provided.

Requirements Gathering

ATL utilizes our Requirements Gathering process to assess the scope of the client's configuration and customization requirements. This process is designed to mitigate risk, facilitate efficient deployment of the LIMS, evaluate workflows, gather Instrument output files, discuss required reports and ensure long-term success for the implementation.

System Administrator's Training

Administrator training is designed to maximize the user's knowledge and understanding of Security and Configuration within the LIMS. Training includes the information required to configure users and test methods in the LIMS.

End User Training

End user training is designed to ensure users develop an understanding of LIMS functionality relevant to their individual responsibilities.

ExcelExpress Training

ExcelExpress Training is designed to provide users with the knowledge to set up, manage and utilize the spreadsheet import and export functionality for ExcelExpress.

Data Accelerator Training

Data Accelerator Training is designed to provide users with the knowledge to set up, manage and utilize ATL's Data Accelerator services for importing and exporting of data and copying/moving of files.

DBAudit Training

DBAudit Training is designed to provide Administrators with the knowledge to utilize DBAudit and Security 360 to track and manage database activity, including database access and usage, and data change, creation and deletion.

Total Cost of Ownership (TCO)

Totals

	Year 2 Total	\$28,350.00
Year 2 Cloud Licenses (Sample Master® and Enhancements)		\$28,350.00
	Year 3 Total	\$28,350.00
Year 3 Cloud Licenses (Sample Master® and Enhancements)		\$28,350.00



STATEMENT OF WORK

Project Summary

Confience will provide City of Ocala with Sample Master® software and City of Ocala will access and use Sample Master® in a Confience Cloud Environment. City of Ocala will be using Sample Master® software with 8 User Licenses, and the Modules, Instrument/System Interfaces, Implementation, Configuration and Training identified within this SOW.

Project Deliverables

The following functions are a representation of what is included and will be delivered, as part of the standard software, along with the additional modules purchased by City of Ocala:

Sample Master ISO Package Deliverables

- Annual Support for SaaS Deployments
- LIMS Maintenance Module
- DB Audit and 360 Security
- Electronic Data Management
- Data Accelerator
- Sample Tracking Module
- Data Entry Module
- QA/QC Module
- Sample Scheduling Module
- Chemical Inventory Management Module
- Resource Management Module
- Customer Relationship Management Module

Confience is anticipating that we will develop 1 instrument interfaces for City of Ocala. These interfaces include:

- A discrete Analyzer if ExcelExpress is not satisfactory.

Implementation Service(s) to be provided by Confience to City of Ocala include:

- Remote Professional Service Hours including:
 - Historical Data migration
 - SSO Capability

Training Service(s) to be provided by Confience to City of Ocala include:

- Sample Master® LIMS Administrator Training
- Sample Master® End User Training
- DBAudit Training
- ExcelExpress Training
- Data Accelerator Training

Project Plan

Implementation Stages

Stage I – Planning – Kickoff

- Project Team Introductions (City of Ocala & Confience)
 - Roles & Responsibilities
- Discuss Project Cadence
- Discuss Project Scope
- Discuss Communication Plan
- Draft Project Schedule
- Brief Run Thru of Product

Stage II – Implement Basic Software on Server

- Create Test Environment for Familiarization
- Informal Training of Core Functionality of Software

Stage III – Requirement Discussion & Configuration

- Gathering & Review of Customer Data
- Gathering & Review of Customer Process
- Analyze Customer Information
- Document gap analysis between OTS & Customer Requirements
- Configuration / Customization

Stage IV – Familiarization, Feedback, Acceptance Testing

- Customer familiarizes themselves with configuration/customization (Hands-on use required)
- Customer provides feedback
- Confience makes necessary changes based on customer feedback
- Testing plan discussed
- Customer executes testing plan
- Customer provides feedback and results
- Confience makes necessary changes
- Repeat last 3 steps as needed

Stage V – Training

- Formal System Administration Training / Train the Trainer
- Formal End User Training

Stage VI – Go-Live

- Customer users start entering data
- Project enters Hyper care
- Project handed off to Customer Success Manager

Project Communication

The grid below lists the different types of meetings available throughout the lifecycle of the implementation. The Confience Project Manager and Customer Project Manager will determine upon finalizing the project plan which mode(s) of communication work best for you and your project.

All meetings (where applicable) will be recorded and shared on a common file sharing application.

Communication Type	Objective	Communication Method	Freq.	Audience	Owner	Deliverable
Kickoff Meeting	Introduce both project teams. Review project goals and objectives and project Management approach.	<ul style="list-style-type: none"> • Teams Meeting • Face to Face (Upon Request) 	Once	<ul style="list-style-type: none"> • Project Sponsors • Project Teams • Customer Success 	<ul style="list-style-type: none"> • Confience Project Manager 	<ul style="list-style-type: none"> • Agenda • Meeting Minutes

Communication Type	Objective	Communication Method	Freq.	Audience	Owner	Deliverable
				Manager (CSM)		
Project Teams Meeting	Review project status with project teams.	<ul style="list-style-type: none"> Teams Meeting 	Weekly	<ul style="list-style-type: none"> Company Project Team 	<ul style="list-style-type: none"> Confience Project Manager 	<ul style="list-style-type: none"> Agenda Meeting Minutes
Design Meetings	Discuss and develop design specification(s) for product configuration	<ul style="list-style-type: none"> Teams Meeting 	As Needed	<ul style="list-style-type: none"> Company Project Team 	<ul style="list-style-type: none"> Confience Project Manager Solution Architect 	<ul style="list-style-type: none"> Agenda Meeting Minutes
Weekly Project Status Meetings	Discuss project status, all Risks and issues, outstanding actions and change requests	<ul style="list-style-type: none"> Teams Meeting 	Weekly	<ul style="list-style-type: none"> Project Sponsors /Board 	<ul style="list-style-type: none"> Confience Project Manager 	<ul style="list-style-type: none"> Project Schedule
Status Reports	Report on the status of project including, issues, activities, progress, and costs	<ul style="list-style-type: none"> Email 	Weekly	<ul style="list-style-type: none"> Project Sponsors Project Teams CSM 	<ul style="list-style-type: none"> Confience Project Manager 	<ul style="list-style-type: none"> Project Status Report Project Schedule
Monthly Project Status Meetings	Report on the status of project to management, any escalation issues/topics	<ul style="list-style-type: none"> Teams Meeting 	Monthly	<ul style="list-style-type: none"> Project Sponsors /Board Project Manager 	<ul style="list-style-type: none"> Confience Project Manager 	<ul style="list-style-type: none"> Project Schedule

Communication Escalation Process

Priority	Definition	Decision Authority
Priority 1	Major impact to project or business operations. If not resolved quickly there will be a significant adverse impact to revenue and/or schedule.	Confience Project Sponsor
Priority 2	High impact to project or business operations which may result in some adverse impact to revenue and/or schedule.	Confience Project Sponsor / Confience Director, Project Management
Priority 3	Medium impact to project or business operations which may result in some adverse impact to revenue and/or schedule.	Confience Director, Project Management
Priority 4	Slight impact which may cause some minor scheduling difficulties with the project but no impact to business operations or revenue.	Confience Project Manager
Priority 5	Insignificant impact to project but there may be a better solution.	Confience Project Manager

Executive Project Committee

Confience	Customer
SVP, Global Customer & Operations or Authorized Representative	Executive Sponsor TBD
Director, Project Management	

City of Ocala Resources

City of Ocala resources will be actively engaged in the project and will be as follows:

ASSIGNED PERSONNEL	ROLE	DESCRIPTION
	Executive Sponsor	The Executive Sponsor has ultimate accountability for the success of the project. They will represent City of Ocala Senior Management on the Executive Project Committee
	Project Manager	<p>City of Ocala PM is responsible for successful delivery of the project. Their role includes:</p> <ul style="list-style-type: none"> • Ensuring that all City of Ocala responsibilities are met. • Acting as a first point of contact for the Confience team. • Liaising with subject matter experts from the City of Ocala side. • Ensuring that the support model is set up, from a City of Ocala perspective, as well as overseeing transition to support • Supporting sign-off of go-live. • Oversees integration works
	Business Lead (Commercial)	<p>The Business / Commercial Lead is generally a business expert with a strong understanding of Finance. They support the design process, ensuring that all the City of Ocala's requirements are met, and resolving any conflicts in requirements between different business areas and departments. Their role also includes:</p> <ul style="list-style-type: none"> • Working with Confience to establish requirements and ensure the right resources from the City of Ocala are allocated to the project • Maintaining engagement with Business • Works with Confience to capture all change and ensure that it follow due process. See section Scope Management
	IT Technical Resource	City of Ocala technical resources will be required to configure of City of Ocala systems/network required for establishing integration and to provide user access to Confience hosted system.
	Subject Matter Experts (SME)	These team members are business experts on key City of Ocala processes at local level. They represent the wider business organization on specific topics and co-ordinates collation of information and approving Design

Confience Resources

ASSIGNED PERSONNEL	ROLE	DESCRIPTION
	Executive Sponsor	The Executive Sponsor has ultimate accountability for the success of the project. They will represent Confience on the Executive Project Committee.
	Implementation Engineer	The Implementation Engineer is responsible for the following: <ul style="list-style-type: none"> Leads the workshops and design - leads in developing the TO-BE processes, pulls together the design document with the assistance of the Lead Technical Consultant Works with City of Ocala on Change Management, Training & UAT preparation Responsible for ensuring POC success design and delivery Responsible for design documentation sign-off Hands design, architecture and system over to Principal Functional Consultant Assists in the deployment, integration, and testing of the Confience software, ensuring that it aligns with the customer's business objectives and requirements.
	Project Manager	The Project Manager is responsible for the following: <ul style="list-style-type: none"> Ensuring technical governance and control Ensuring a technically robust solution, highlighting areas which are standard, configuration or customized Assisting on the design and analysis sessions Responsible for developing key Senior Stakeholder relationships Documenting outputs of workshops to assist write up the Control Document and Interface Specification On hand throughout the project to assist all technical questions Assisting with preparation of documentation
	Project Management Team	The Project Management Team oversees the complete program of activities for all Confience projects with principal responsibility for the Confience/ City of Ocala project to ensure the control and direction in accordance with the signed SOW.
	Director, Project Management	The Director, Project Management's principal responsibility is to oversee the day to day activity of the project liaising with City of Ocala Project Manager to ensure that all documentation is maintained and resources, budgets are actively managed in accordance with the signed SOW.

Project Assumptions

- A dedicated Project Manager will be assigned by Confience and City of Ocala. The Project Managers will work together to ensure the Project remains on schedule.
- In order to ensure the Project remains on time, Confience expects that City of Ocala will have adequate project resources (staff, hardware, system access, etc.) assigned and available throughout the duration of implementation. Confience typically holds project review meetings that will require the presence of City of Ocala team members to discuss project updates, any issues, and next steps.
- City of Ocala upper management will support the LIMS effort and ensure that staff have the resource support they need to meet deadlines.
- As part of Confience's Implementation Process, Confience may request information and/or documentation from the City of Ocala team. In order to facilitate the process, City of Ocala will supply any requested information/documentation **within 5 Business Days**, unless additional time is requested. **Note:** Extensive delays may prolong the Project timeline.
- All meetings related to the project will be conducted in English. If local translation is required, City of Ocala will be responsible for arranging the translation service and payment of all associated costs
- All project documentation will be in English. If local translation is required, City of Ocala will be responsible for arranging the translation service and payment of all associated costs.
- This SOW does not contemplate the effects of mergers, acquisitions, or divestitures. In case of any of these activities, City of Ocala will provide the Project Team as much advance notice as possible in order to properly adjust the scope, timelines, project and hosting estimates.
- Any anticipated changes to the City of Ocala Core Team must be communicated to the Executive Project Committee as soon as reasonably practicable. The Executive Project Committee will evaluate the impact of any City of Ocala Core Team replacement on the project schedule and cost and make the appropriate decision in a timely manner
- Any anticipated changes to the Confience team must be communicated to the Executive Project Committee. The Executive Project Committee will evaluate the impact of a possible replacement to the project's schedule and planned costs and may decline the resource change or decline any additional costs that arise due to the loss of knowledge/experience.
- If the timeline increases due to lack of data, City of Ocala decision timelines or availability of City of Ocala resources, the fees may increase.
- City of Ocala will retain responsibility for all Master Data management
- City of Ocala will be responsible for all extraction and provision of LIMS data in the agreed format.
- Confience will be responsible for the upload of the LIMS data provided by the City of Ocala and production of the required exports.
- The City of Ocala will generate all materials for Executive Project Committee meetings with Confience providing necessary input.
- The Hypercare Support provided by Confience shall include:

- Ensuring that there is appropriate Confience personnel available (which will include Confience teams engaged in the prior Phases of the Project including testing), to identify and resolve any defects, non-conformities, issues or other problems with the Solution identified by either party; and
- Ensuring that defects and non-conformities are rectified as soon as practicably possible.

Change Control

Any deviations from the scope agreed within this document will fall under the change control process. A change log will be maintained throughout the project which will detail all agreed changes and the impact of those changes. Each change will be handled according to the following process:

- The City of Ocala will provide written details of the change requested, in sufficient detail to allow the impacts to be assessed.
- The Confience Director, Project Management will acknowledge receipt of the change, and enter the details within the shared project log.
- The Confience project team will review the change, and create an impact assessment, to cover both cost and schedule impacts. This will be provided back to the Executive Project Committee in writing.
- The Executive Project Committee should review the impact assessment, and either approve or reject the change.
- The Confience Director, Project Management will update the project log to record the Executive Project Committee decision.
- Any approved changes will be documented in a change request form and provided to City of Ocala for signature.
- Once the change request has been signed by both parties, the overall Project Plan will be updated to include the effort and schedule impact of the change request. The updated Project Plan will then be added to this Statement of Work once agreed by City of Ocala to replace all previous versions.
- Work will then progress according to the agreed Project Plan.
- City of Ocala should provide Confience with any purchase orders required for appropriate invoicing of the change request.
- Unless agreed otherwise, all change requests will be invoiced in the month in which the work is undertaken.

On-Site/Remote Services

Service	Total # of Hours	Rate	Total Cost
Professional Service Hours	154	\$195.00	\$29,835.00

Completion Criteria and Acceptance Process

In order for Confience to proceed to each stage of the process, City of Ocala must acknowledge acceptance of each Deliverable and Milestone in accordance with this SOW/Specification document.

Acceptance and Rejection Process

Confience expects City of Ocala shall use reasonable efforts to accept or reject each Deliverable and Milestone, in writing, within ten (10) business days from the receipt of the Deliverable or reported completion of the Milestone. If City of Ocala does not provide notice of acceptance or rejection specifying in detail how the Deliverable or Milestone fails to materially conform to City of Ocala expectations within ten (10) business days, the Deliverable or Milestone shall be deemed accepted. Within ten (10) business days of a notice of rejection, Confience shall present a corrective action plan to City of Ocala, for approval. Confience shall then make the corrections and resubmit the Deliverable or evidence of the completion of the Milestone to City of Ocala. City of Ocala will not be expected to make further payments applicable to the rejected Deliverable or Milestone until such Deliverable or Milestone conforms to specification documentation.

SOW Terms

Invoicing

This is a Time & Materials Engagement. Confience will invoice City of Ocala for Services based on actual hours consumed, at the end of each calendar month. Monthly reports can be provided to City of Ocala as supporting documentation to the Services billing if requested by the City of Ocala. Payment Terms are **NET 30**

Expense Reimbursements

- In addition to the Fees, City of Ocala will reimburse Confience for travel-related expenses incurred in conjunction with the Services. Expenses eligible for reimbursement and supporting documentation are to be submitted to City of Ocala monthly. This will include travel from the Confience consultant's place of work to the City of Ocala site.

Scope Management

- Confience and City of Ocala acknowledge that effective scope management on this engagement takes two forms:
 - scope management on the design itself and,
 - scope management on the ultimate design to be implemented.
- Throughout the project, Confience will help ensure the project's success by keeping costs, timelines, and deliverables in line with the originally defined project scope which is based on the requirements defined by City of Ocala.

City of Ocala agrees that if there is a request for a change of the scope as defined in this SOW, Confience and City of Ocala Project Manager will follow the Change Control process detailed in this Statement of Work.

Risk & Issue Management

- It will be a joint responsibility of City of Ocala and Confience to ensure that all risks and issues are captured as they arise, and suitable responses agreed – based upon the principles of Avoid, Accept, Control and Transfer.

- To these ends, a project log will be established during project mobilization, and all identified risks captured and assessed. For the duration of the project, this log should be reviewed on a regular basis, as agreed between City of Ocala and Confience Project Managers, and any action plans agreed. Where the occurrence of an issue has an impact upon the schedule or effort of the project, this will be assessed by the Confience team, and presented to the Executive Project Committee for consideration.

Impact of Changes

- A change in the Fee for this Service Order may be appropriate for any material changes to the project scope or delays in project activities caused by City of Ocala, or the availability/responsiveness/engagement of City of Ocala Business and IT resources throughout the course of the project. Any changes and cost impacts directly due to these issues will be discussed in advance and escalated to the Executive Project Committee. If, due to the issues outlined, additional time is required from Confience resources to deliver the project Deliverables, it will be addressed through the Change Order process and executed on a Time and Materials basis at the Rate(s) agreed for this Service Order.

SOW Sign Off

- This SOW is executed pursuant to and under the terms and conditions of the Master Services Agreement between City of Ocala and Confience. This Service Order is effective as of the latest date signed below.
- By signing below, City of Ocala and Confience each agree that (1) it has read, understood and agrees to all of the terms and conditions of this Service Order; (2) once signed, any reproduction of this Service Order made by a reliable means shall be considered an original; and (3) the person signing this Service Order on behalf of the named party has been duly authorized and empowered to execute and deliver this Service Order on behalf of such party.

Associated SOW Documentation Requiring Signatures

- Subscription Software Agreement
- Confience Cost Proposal

IN WITNESS WHEREOF, City of Ocala (**Company**) and Confience (**Supplier**), each acting with proper authority, have caused this Agreement to be executed as of the date set forth below.

CITY OF OCALA	CONFIENCE
Signature	Signature Jonathan Kalstein
Name	Name CFO
Title	Title
Date	Date

SUBSCRIPTION SERVICES AGREEMENT

This subscription services agreement (“**Agreement**”) is between Accelerated Technology Laboratories, LLC (d/b/a Confience), a Delaware limited liability company (“**ATL**”), and the Customer agreeing to these terms (“**Customer**”), and it is effective as of the date of the last signature below.

1. SCOPE.

This Agreement and the applicable Order provide Customer with: (i) access to and usage of an Internet-based software service, including, without limitation, its features, functions, user interface, templates, reports and underlying software (“**Service**”); (ii) support for the Service (“**Support**”); Implementation/onboarding services for the Service; (iii) an application programming interface (“**API**”); and (iv) and a mobile software application (“**Mobile Software**”). This Agreement contemplates one or more orders for the Service (“**Order**”), which Orders are governed by the terms of this Agreement.

2. USE OF SERVICE.

- a. **Authorized Users.** Customer may allow its employees and contractors (“**Authorized Users**”) to use the Service and Mobile Software solely on Customer’s behalf, provided Customer is responsible for such Authorized Users’ compliance with the terms of this Agreement.
- b. **Customer Responsibilities.** Customer: (i) must use industry standard password management practices to keep its passwords for its account in the Service secure and confidential, and promptly notify ATL of any unauthorized access to its account in the Service; (ii) is responsible for its access control policies and administration of access rights to its account within the Service, the acts and omissions of its Authorized Users, and the legality and accuracy of Customer Data; and (iii) may use the Service only in accordance with the Service’s user guide and applicable law.
- c. **ATL Support.** ATL must provide Customer support for the Service under the terms of ATL’s Customer Support Policy (**Support**), which is available upon request.
- d. **Third Party Service.** The Service interoperates with third party services and databases, including application programming interfaces (**Third Party Service**), and it depends on continuing availability of and access to the Third Party Service for full functionality of the Service.
- e. **Additional Services.** ATL may provide onboarding, configuration, or other services for the Service, as further set forth in an Order.

3. PAYMENT.

- a. **Fees and Payment.** Customer must pay all fees within 30 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT and other similar taxes, and Customer is responsible for payment of such taxes at the rate and in the manner prescribed by applicable law. If ATL has the legal obligation to pay or collect taxes for which Customer is responsible under this section, ATL will invoice Customer and Customer will pay that amount, unless Customer provides ATL with a valid tax exemption certificate authorized by the appropriate taxing authority.
- b. **Nonpayment.** Any invoiced amount not received by ATL by the due date may accrue interest at the lower rate of 1.5% per month or the maximum rate permitted by law. In addition, if an invoiced amount is 30 days or more past due, ATL may suspend Service and Support until the amount is paid in full, provided ATL has given Customer at least 30 days’ prior written notice that its payment is past due.

4. TERM AND TERMINATION.

- a. **Term of Agreement.** This Agreement continues until all Orders have expired, unless earlier terminated as provided below.
- b. **Term of Orders.** The term of each Order is specified in the Order. Unless otherwise stated in an Order, (i) Orders and all subscriptions under them will automatically renew for additional subscription terms of the same length as the prior subscription, unless a party notifies the other of non-renewal 30 or more days before the Order renewal date, (ii) an automatically renewing Order will remain unchanged from the prior subscription term, except for any price increase of which ATL has notified Customer 60 or more days before the Order renewal date, and (iii) upon automatic renewal of the Order, the per-unit pricing (excluding discounts) will not increase by more than the greater of 7% or the Consumer Price Index for All Urban Consumers for the prior twelve (12) month period, unless the prior subscription term's pricing was clearly designated in the Order as promotional or one-time.
- c. **Mutual Termination for Material Breach.** If either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written 30-day notice/cure period if the breach has not been cured during such notice/cure period.
- d. **Effect of Termination.** If this Agreement is terminated for ATL's material breach, ATL will refund Customer a prorated amount of the subscription fees for the remainder of the Order's subscription term beginning from the termination effective date through the end of the Order's subscription term. If this Agreement is terminated for Customer's material breach, Customer will pay all unpaid fees for all Orders. Upon request, following any termination of this Agreement, each party will destroy or return all of the other party's property in its possession.

5. MUTUAL CONFIDENTIALITY.

- a. **Confidential Information Definition and Exclusions.** Confidential Information is defined as all non-public information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") under this Agreement, which information is either designated as confidential in writing, or is information that reasonably should be understood to be confidential given the nature of the information and the circumstances of its disclosure ("**Confidential Information**"). ATL's Confidential Information includes, without limitation, the Service, the Mobile Software, the API, and pricing information. Customer's Confidential Information includes, without limitation, the Customer Data. Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser or is received by Recipient from a third party, either of these without breach of any obligation owed to the Discloser; or (iii) is independently developed by the Recipient without use of or access to the Discloser's Confidential Information.
- b. **Protection of Confidential Information.** Recipient agrees that it will use the Confidential Information solely for the purposes of performing under this Agreement, and that it will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to limit access to Confidential Information of Discloser to those of its employees and contractors who: (i) have a need to know the Confidential Information in order to perform under this Agreement, and (ii) have written obligations of confidentiality in place with Recipient at least as stringent as those in this Agreement. Any breach by a party of this Agreement of this Section 5 or a violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party, and the other party may seek a court order to stop any such existing or potential future breach or violation.
- c. **Requests for Confidential Information.** Recipient may disclose Discloser's Confidential Information in the event of a government or other third party's lawful request; provided that Recipient will notify Discloser of such request prior to such disclosure if Recipient is legally permitted to do so.

6. PROPERTY.

- a. **Reservation of ATL Rights.** ATL and its licensors are the sole owners of the Service, Mobile Software and API, including all associated intellectual property rights. Customer may not remove or modify any proprietary marking or restrictive legends in the Service, Mobile Software, or API. ATL reserves all rights that are not expressly granted in this Agreement in the Service, Mobile Software and APT.
- b. **Restrictions.** Customer may not: (i) sell, resell, rent, or lease the Service or use it in a service-provider capacity; (ii) use the Service, Mobile Software or API to store or transmit material in violation of privacy or intellectual property rights or applicable law, or to store or transmit malware; (iii) attempt to gain unauthorized access to the Service, Mobile Software or API, or interfere with or disrupt the performance of the Service, Mobile Software or API; (iv) reverse engineer the Service, the Mobile Software or the API (to the extent such restriction is permitted by law); or (v) access the Service to build a competitive service or product, or copy any feature, function, or graphic or the Service for competitive purposes. ATL may suspend Customer's access to the Service if ATL believes in good faith that Customer's use of the Service poses an imminent threat to the security, availability or legality of the Service; in such event, ATL will work with Customer to address the issue and restore Service as quickly as possible.
- c. **API and Parser.** ATL may provide access to its application-programming interface ("**API**") and/or a specific file format for entering Customer Data into the Service ("**Parser**"). Subject to the terms of this Agreement, ATL grants Customer a non-exclusive, nontransferable, terminable license to use the API and Parser solely in furtherance of its use of the Service. Customer may not use the API in a manner, as reasonably determined by ATL, that exceeds reasonable request volume, constitutes excessive or abusive usage, or fails to comply with any part of the API. If any of these occur, ATL may suspend or terminate Customer's access to the API on a temporary or permanent basis. ATL may change or remove existing endpoints or fields in the API upon at least 30 days prior notice to Customer. ATL may add new endpoints or fields in the API without prior notice to Customer. ATL has no liability to Customer as a result of: (i) any change, temporary unavailability, suspension, or termination of access to the API, or (ii) any change in formatting of the Customer Data which causes a malfunction of the Parser.
- d. **Mobile Software.** ATL may make available mobile software to access the Service via a mobile device ("**Mobile Software**"). Subject to the terms of this Agreement, ATL grants Customer a non-exclusive, non-transferable license during the term of this Agreement to copy and use the Mobile Software, solely in connection with its use of the Service. To use the Mobile Software, Customer must have a mobile device that is compatible with the Mobile Software. Customer understands and agrees that Customer may use mobile data in connection with the Mobile Software, Customer may incur additional fees from Customer's wireless provider for these services, and Customer is solely responsible for any such fees. Customer acknowledges that ATL may, from time to time, issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that Customer is using on its mobile device. Customer consents to such automatic upgrading on its mobile device and agrees that this Agreement will apply to all such upgrades.
- e. **Feedback.** If Customer provides feedback or suggestions about the Service, then ATL may use such feedback or suggestions without obligation to Customer.
- f. **Statistical Information.** ATL may track and compile statistical information related to Customer's use of the Service ("**Statistical Information**") and may, both during and after the term of this Agreement, use such Statistical Information for any legitimate business purpose, including but not limited to enhancing the Service, providing and improving Support, and for marketing purposes. Statistical Information may not contain or identify Customer Data.
- g. **Customer Data.** All data uploaded by or on behalf of Customer to the Service remains the property of Customer, as between ATL and Customer ("**Customer Data**"). Customer represents and warrants to ATL that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer

Data for use within the Service under this Agreement. During the term of this Agreement, Customer grants ATL the right to use the Customer Data solely for purposes of performing under this Agreement (which includes, without limitation, the right for ATL to enhance its technology and offerings).

7. WARRANTY DISCLAIMER.

ATL DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICE, THE MOBILE SOFTWARE AND THE API, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER UNDERSTANDS AND AGREES THAT: (I) THE SERVICE, THE MOBILE SOFTWARE AND THE API MAY NOT BE ERROR-FREE AND ITS USE MAY BE INTERRUPTED; (II) WHILE ATL TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, MOBILE SOFTWARE AND API, ATL DOES NOT GUARANTEE THAT THE SERVICE, MOBILE SOFTWARE OR API CANNOT BE COMPROMISED; AND (III) ATL IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD PARTY SERVICE ISSUES, OR FOR THE CONTENT, ACCURACY, CLARITY OR RESOLUTION OF SCANNED OR DIGITAL IMAGES IN THE SERVICE, MOBILE SOFTWARE OR API.

8. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, ATL DISCLAIMS ALL LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR ATL'S INDEMNITY OBLIGATIONS, ATL'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY.

9. INDEMNITIES.

- a. **ATL Indemnity.** ATL will, at its expense, (i) defend or settle, and (ii) indemnify and hold Customer harmless, as further set forth in "Costs" below, from and against any third-party claim against Customer to the extent that such claim alleges that the Service, the Mobile Software, or the API infringes a copyright, patent, trademark, or other intellectual property right ("**Claim**"); provided that, Customer promptly notifies ATL of the Claim in writing, reasonably cooperates with ATL in the defense of the Claim, and allows ATL to solely control the defense or settlement of the Claim. **Costs.** ATL will pay all defense costs it incurs in defending Customer against the Claim, ATL-negotiated settlement amounts, court-awarded damages, and regulatory fines. **Process.** If a Claim appears likely, then ATL may modify the Service, procure the necessary rights for Customer to continue using the Service, or replace the Service with the functional equivalent. If ATL determines that none of these are reasonably available, then ATL may terminate the Service and provide Customer with a prorated refund any prepaid, unused fees beginning on the date of termination through the end of the subscription term. **Exclusions.** ATL has no obligation for any Claim arising from a combination of the Service with other technology where the infringement would not occur but for the combination. **THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND ATL'S SOLE LIABILITY FOR CLAIMS.**
- b. **Customer Indemnity.** Customer will, at its expense, (i) defend or settle, and (ii) indemnify and hold ATL harmless, as further set forth in "Costs" below, from and against any third-party claim against ATL to the extent that such claim alleges that (i) Customer illegally provided, or did not have proper permission, authority, or consent to provide ATL with Customer Data, or (ii) Customer Data is infringing of a third party's copyright, patent, trademark, or other intellectual property right ("**Customer Data Claim**"); provided that, ATL promptly notifies Customer of the Customer Data Claim in writing, reasonably cooperates with Customer in the defense of the Customer Data Claim, and allows

Customer to solely control the defense or settlement of the Customer Data Claim. **Costs.** Customer will pay all defense costs it incurs in defending ATL against the Customer Data Claim, Customer-negotiated settlement amounts, court-awarded damages, and regulatory fines.

10. GOVERNING LAW AND FORUM.

This Agreement is governed by the laws of the State of North Carolina (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts of North Carolina, and Customer submits to this personal jurisdiction and venue. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

11. ENTIRE AGREEMENT AND CHANGES.

This Agreement and the Order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. If there is an inconsistency between this Agreement and an Order, this Agreement prevails. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise, or inducement not included in this Agreement is binding. No modification or waiver of any term of this Agreement is effective unless both parties sign it. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. The UN Convention on Contracts for the International Sale of Goods does not apply to this Agreement. ATL rejects additional or conflicting terms of a Customer's form-purchasing document.

12. MISCELLANEOUS.

- a. **Survival.** All provisions of this Agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights and such other provisions that by fair implication require performance beyond the term of this Agreement must survive expiration or termination of this Agreement until fully performed or otherwise are inapplicable.
- b. **Assignment.** Neither party may assign or transfer this Agreement or an Order to any third party without the consent of the other party; except that this Agreement and the Order(s) may be assigned without the consent of the other party, solely in the event of a merger or an acquisition of substantially all a party's stock or assets.
- c. **Compliance.** The Service, the Mobile Software and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions, and Customer agrees to comply with these laws. Each party represents that it is not named on any U.S. government denied-party list. Neither party will permit its personnel or representatives to access the Service in a U.S.-embargoed country or in violation of any applicable export law or regulation.
- d. **Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an agent, employee, or partner of the other party.
- e. **Force Majeure.** Neither party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of utilities.
- f. **Insurance.** At all times during the term ATL shall, at its own expense, provide and maintain in effect those insurance policies and minimum limits of coverage as specified in Addendum A, with insurance companies authorized to do business in the state in which the Services are to be performed.

_____ (Customer)	Accelerated Technology Laboratories, LLC (d/b/a Confience)
Signature:	Signature:
Printed Name:	Printed Name: Jonathan Kalstein
Title:	Title: CFO
Date:	Date:

ADDENDUM A
Insurance

Coverage	Description
Workers' Compensation Insurance	<i>ATL shall carry Workers' Compensation Insurance with statutory limits as required by the state having jurisdiction over ATL's employees, and Employer's Liability Insurance with limits of not less than \$1,000,000;</i>
Commercial General Liability Insurance	<i>Commercial General Liability Insurance shall be written on an "occurrence," not claims-made, basis, covering all operations by or on behalf of ATL arising out of or connected with the Agreement, including coverage for bodily injury, property damage, personal injury, and contractual liability. Such insurance shall bear a per occurrence limit of not less than \$1,000,000 and an annual aggregate of not less than \$2,000,000 for all coverages;</i>
Commercial Automobile Liability Insurance	<i>Commercial Automobile Liability Insurance shall cover bodily injury and property damage with a combined single limit of not less than \$1,000,000 per incident. Such insurance shall cover liability arising out of the use of ATL's owned, non-owned and hired automobiles in the performance of the Services;</i>
Umbrella/Excess Liability Insurance	<i>Umbrella/Excess Liability Insurance shall be written on a following form occurrence (not claims-made) basis, providing coverage excess of the underlying Employer's Liability, Commercial General Liability, and Commercial Automobile Liability insurance, on terms at least as broad as the underlying coverage, with limits of not less than \$2,000,000 per occurrence;</i>
Professional Liability (Errors and Omissions) Insurance	<i>Professional Liability (Errors and Omissions) Insurance shall cover negligent acts, errors and omissions and wrongful acts in the performance of the Services. Such insurance shall have limits of not less than \$5,000,000 per claim and in the annual aggregate;</i>
Cyber Insurance	<i>Cyber Insurance shall cover (a) liability arising from theft, unauthorized dissemination and/or use of Confidential Information stored or transmitted in electronic form as it relates to ATL's performance under the Agreement and (b) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third-person's computer, computer system, network or similar computer related property and the data, software and programs stored thereon. Such insurance will be maintained with limits of no less than \$5,000,000 per claim and in the annual aggregate, and may be maintained on a stand-alone basis, or as part of the required Errors and Omissions coverage.</i>