

CITY OF DARIEN

NOTICE OF SPECIAL MEETING

PLEASE TAKE NOTICE THAT THE MUNICIPAL SERVICES COMMITTEE HAS SCHEDULED A SPECIAL MEETING TO BE HELD ON MONDAY, AUGUST 3, 2026, 6:40 PM IN THE CITY COUNCIL CHAMBERS AT CITY HALL, 1702 PLAINFIELD ROAD, DARIEN, ILLINOIS. AGENDA IS AS FOLLOWS:

1. Call to Order & Roll Call
2. Establishment of Quorum
3. New Business
 - a. [Motion](#) – Authorizing to purchase and deploy a web-based, work order management software, for the Municipal Services/Public Works Department service platforms, with Brightly Software Inc, in an amount not to exceed \$40,745.83.
4. Adjournment

THIS NOTICE IS GIVEN PURSUANT TO CHAPTER 5, SECTION 120/2.02 OF THE ILLINOIS COMPILED STATUTES (5 ILCS 120/2.01).

JOANNE E. RAGONA
CITY CLERK
JULY 30, 2026

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
August 3, 2026

ISSUE STATEMENT

A motion authorizing to purchase and deploy a web-based, work order management software, for the Municipal Services/Public Works Department service platforms, with Brightly Software Inc, in an amount not to exceed \$40,745.83. See Exhibit A.

BACKGROUND/HISTORY

The City's current work order and citizen request management platform is part of the Granicus software suite and was formerly known as WebQA, now GovQA. The platform was originally implemented to provide community work order management and a citizen request portal.

Over the past two years, staff has conducted a comprehensive evaluation of the City's existing software and determined that the current platform no longer adequately meets the operational needs of the Municipal Services/Public Works Department. Although the Granicus platform has served the City well, it has limitations with mobile field operations, workflow customization, asset management, and software integration.

As part of the evaluation process, staff reviewed several software solutions, participated in product demonstrations, and consulted with neighboring municipalities regarding their experiences with various platforms. Following this review, staff narrowed the selection to two vendors: Brightly Software and OpenGov.

A detailed side-by-side comparison of both software platforms is included as Attachment A. While OpenGov offers a broader suite of municipal applications, staff determined that Brightly provides the best overall value and functionality for the operational requirements of the Municipal Services/Public Works Department.

The Brightly platform is a fully cloud-based Software, allowing authorized staff to securely access the system from any location with internet connectivity without maintaining on-premise servers or software infrastructure.

The initial implementation includes professional services, software configuration, data migration, training, and deployment of several operational modules including:

- Public work order management and citizen request portal
- Permitting and inspection workflows
- Asset management
- Fleet maintenance scheduling
- Fuel management integration
- Water meter/customer appointment scheduling
- Configurable City workflow automation
- Public-facing online service request portal

NOTE: Brightly Software has offered an additional component referred to as the Asset Predictor

at an additional cost of approximately \$48,000. Brightly's Asset Predictor is a tool that could help a city estimate when roads, vehicles, buildings, water systems, and other public assets are likely to wear out or need repair or replacement. The City Staff has not added this component to the package. Staff will evaluate the additional module upon implementation of the proposed software. Pending benefits, Staff will introduce the component as part of a future budget process.

City staff will work collaboratively with Brightly during the implementation process to configure record types, workflows, inspections, notifications, and reporting specific to City operations. Following implementation Brightly will provide user training, ongoing technical support, software updates, and cloud hosting, all of which are included within the annual software subscription.

The first-year implementation cost is \$40,745.83, which includes software licensing, professional services, implementation, configuration, and training.

The recurring annual software subscription costs are as follows:

Annual Cost	
FY 2026-27	\$32,013.38
FY 2027-28	\$32,973.78
FY 2028-29	\$33,962.99
FY 2029-30	\$34,981.88

Staff solicited proposals from the two software vendors evaluated during the selection process.

VENDOR	INITIAL IMPLEMENTATION	FIVE-YEAR SUBSCRIPTION	TOTAL INVESTMENT
Brightly Software	\$40,745.83	\$133,932.03	\$174,677.86
OpenGov	\$137,226.49	\$289,428.99	\$426,655.48

The FY 2026-27 Budget includes funding for the purchase and implementation of the software platform. Brightly Software is an awarded vendor through the OMNIA Partners Cooperative Purchasing Contract No. R210702, allowing the City to utilize a competitively solicited cooperative purchasing agreement.

The proposed expenditure will be charged to the following budget accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY26-27 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-20-4325	Public Works Software	\$45,000.00	\$20,372.92	\$24,627.08
02-20-4325	Public Works Software	\$45,000.00	\$20,372.91	\$24,627.09
TOTALS		\$90,000.00	\$40,745.83	\$49,254.17

STAFF RECOMMENDATION

Staff recommends a motion authorizing to purchase and deploy a web-based, work order

management software, for the Municipal Services/Public Works Department service platforms, with Brightly Software Inc, in an amount not to exceed \$40,745.83

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be on the August 3, 2026 City Council New Business agenda for formal consideration.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of August 2026.

AYES: _____

NAYS: _____

ABSENT: _____

Side-by-Side comparison of OpenGov and Brightly.

Feature / Requirement	OpenGov	Brightly
Resident inquiry intake	☒	☒
Mobile-friendly (iPhone/iPad)	☒	☒
Real-time field use	☒	☒
Structured work order creation	☒	☒
True work order management	☒	☒
Search by employee/status/location	☒	☒
Workload dashboards	☒	☒
Detailed list views	☒	☒
Custom dashboards/views	☒	☒
Configurable request categories	☒	☒
Accurate reporting	☒	☒
Two-way resident communication	☒	☒
Duplicate request detection/merging	☒	☒
Reliable photo/PDF attachments	☒	☒
Tree risk assessment forms	☒	☒
Notifications & alerts	☒	☒
Progress tracking	☒	☒
GIS mapping integration	☒	☒
Asset management	☒	☒
Water utility integration	☒	☒
DuPage County reporting / exports	☒	☒
Fleet maintenance	☒	☒
FuelMaster integration	☒	☒
Printable work orders with maps	☒	☒
Scalability	☒	☒
Operational workflow efficiency	☒	☒
City website banner routing	☒	☒

Key Observations

Both platforms provide:

- Mobile field operations
- Modern work order management
- GIS integration
- Asset management
- Utility integration
- Fleet maintenance
- Reporting and dashboards

Here's a comparison written in plain, non-technical language that would be appropriate for City Council members, residents, or an evaluation committee.

Topic	OpenGov	Brightly
Easy for Residents to Use	Residents can easily submit requests, receive updates, and communicate with City staff.	Residents can submit requests, but communication and updates are more limited.
Keeping Residents Informed	Automatically keeps residents updated as work progresses.	Updates often require more manual effort by staff.
Handling Duplicate Requests	Helps identify when multiple residents report the same issue, reducing duplicate work.	Less effective at recognizing duplicate requests.
Tracking Work	Makes it easy to see who is responsible for a task and its current status.	Tracks work well but is more focused on maintenance activities.
Managing City Assets	Tracks roads, sidewalks, storm sewers, signs, trees, and other infrastructure throughout their life.	Tracks equipment and facilities well but has fewer tools for managing public infrastructure.
Planning Future Projects	Helps the City prioritize repairs and budget for future improvements.	Focuses more on maintaining existing assets than planning future capital projects.
Maps and Locations	Strong mapping tools that show the exact location and history of City assets.	Includes mapping but with fewer capabilities.
Working Across Departments	Allows multiple City departments to work together in one system.	Better suited for individual departments, especially maintenance operations.

Topic	OpenGov	Brightly
Reports for City Officials	Provides clear dashboards and reports to help leaders make informed decisions.	Offers standard reports but fewer executive-level planning tools.
Best Fit	A complete city management system.	A maintenance management system.

Simple Analogy

- **OpenGov** is like a **smart city command center**. It helps residents report issues, routes work to the right department, tracks progress, manages City assets, and assists officials in planning future improvements.
- **Brightly** is like a **maintenance shop manager**. It does an excellent job scheduling repairs, maintaining buildings and equipment, and tracking maintenance work, but it is not designed to manage all aspects of city operations or resident interactions.

Plain-Language Summary

OpenGov

- Easier for residents to use.
- Better communication with the public.
- Better for managing roads, sidewalks, storm sewers, and other infrastructure.
- Helps City leaders plan for future improvements.
- Connects multiple departments into one system.

Brightly

- Excellent for maintaining buildings and equipment.
- Strong work order and preventive maintenance features.
- Better suited if the City's primary need is maintenance rather than overall municipal operations.
- Fewer tools for resident communication and long-term infrastructure planning.

For a municipality evaluating software to improve customer service, Public Works, Engineering, and overall City operations, OpenGov generally provides a broader solution, while Brightly is more narrowly focused on maintenance management.



PREPARED FOR

City Of Darien ("Customer")

1702 Plainfield Road

Darien, IL 60561

PREPARED BY

Brightly Software Inc ("Company")

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

PUBLISHED ON

July 29, 2026



Q-462437

- Omnia Partners Contract Number: R210702
- <https://www.omniapartners.com/suppliers/brightly/public-sector>

Bill To Address:

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60561-5044
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Ship To Address:

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Subscription Term: 56 months (09/01/2026 - 04/30/2031)**Cloud Services**

Item	Start Date	End Date	Pricing Based On	Discount % Omnia Partners (formerly National IPA, formerly TCPN)	Investment
Asset Essentials Enterprise	9/1/2026	4/30/2027	14,500.00 Population	23.00%	12,132.63 USD
- Asset Essentials Analytics	9/1/2026	4/30/2027			Included
- AE Safety	9/1/2026	4/30/2027		23.00%	Included
- Asset Essentials Inventory	9/1/2026	4/30/2027		23.00%	Included
- Parks, Recreation and Forestry Module	9/1/2026	4/30/2027		23.00%	Included
- Fleet Module	9/1/2026	4/30/2027		23.00%	Included
- Storm Water Module	9/1/2026	4/30/2027		23.00%	Included
- Streets/Signs/ Sidewalks Module	9/1/2026	4/30/2027		23.00%	Included



Cloud Services

Item	Start Date	End Date	Pricing Based On	Discount % Omnia Partners (formerly National IPA, formerly TCPN)	Investment
- Treatment Plants Module	9/1/2026	4/30/2027		23.00%	Included
- Facilities/ Physical Plant Module	9/1/2026	4/30/2027		23.00%	Included
- Water Distribution and Waste Water Collection Module	9/1/2026	4/30/2027		23.00%	Included
- GIS Asset Management	9/1/2026	4/30/2027		23.00%	Included
Asset Essentials Integration - Tier 2	9/1/2026	4/30/2027	1.00 Each	5.00%	2,862.67 USD
Asset Essentials Integration - Tier 2 On-premises	9/1/2026	4/30/2027	1.00 Each	5.00%	5,725.33 USD
09/01/2026 - 12/27/2026 included at no additional cost					-10,103.45 USD
					Subtotal: 10,617.18 USD

Professional Services

Item	Pricing Based On	Discount % Omnia Partners (formerly National IPA, formerly TCPN)	Investment
Asset Essentials Enterprise - Expert Implementation	14,500.00 Population	5.00%	11,951.95 USD
			Subtotal: 30,128.65 USD



Professional Services			
Item	Pricing Based On	Discount % Omnia Partners (formerly National IPA, formerly TCPN)	Investment
Asset Essentials - Expert Implementation - Parts	One-Time	5.00%	5,021.70 USD
On-Demand Service	2.00 Each	5.00%	2,850.00 USD
Integration Implementation Services		5.00%	7,930.00 USD
- Professional Services & Project Management	10.00 Hour(s)	5.00%	
- Connection, Configuration, & Validation	15.00 Hour(s)	3.00%	
On-site incidental expenses			*See Note Below
AE Additional Department Implementation	One-Time	5.00%	2,375.00 USD
			Subtotal: 30,128.65 USD
Total Initial Investment			40,745.83 USD

* Incidental travel related expenses will be invoiced to Client at cost but are not anticipated to exceed \$3,000 per week, per resource for on-site services.



Cloud Services Subscription

Item	Discount % Omnia Partners (formerly National IPA, formerly TCPN)	Investment Year 2 Start Date: 05/01/ 2027	Investment Year 3 Start Date: 05/01/ 2028	Investment Year 4 Start Date: 05/01/ 2029	Investment Year 5 Start Date: 05/01/ 2030
Asset Essentials Enterprise	23.00%	18,744.92 USD	19,307.27 USD	19,886.48 USD	20,483.08 USD
- Asset Essentials Analytics		Included	Included	Included	Included
- AE Safety	23.00%	Included	Included	Included	Included
- Asset Essentials Inventory	23.00%	Included	Included	Included	Included
- Parks, Recreation and Forestry Module	23.00%	Included	Included	Included	Included
- Fleet Module	23.00%	Included	Included	Included	Included
- Storm Water Module	23.00%	Included	Included	Included	Included
- Streets/Signs/ Sidewalks Module	23.00%	Included	Included	Included	Included
- Treatment Plants Module	23.00%	Included	Included	Included	Included
- Facilities/ Physical Plant Module	23.00%	Included	Included	Included	Included
- Water Distribution and Waste Water Collection Module	23.00%	Included	Included	Included	Included



Cloud Services Subscription

Item	Discount % Omnia Partners (formerly National IPA, formerly TCPN)	Investment Year 2 Start Date: 05/01/ 2027	Investment Year 3 Start Date: 05/01/ 2028	Investment Year 4 Start Date: 05/01/ 2029	Investment Year 5 Start Date: 05/01/ 2030
- GIS Asset Management	23.00%	Included	Included	Included	Included
Asset Essentials Integration - Tier 2	5.00%	4,422.82 USD	4,555.50 USD	4,692.17 USD	4,832.93 USD
Asset Essentials Integration - Tier 2 On- premises	5.00%	8,845.64 USD	9,111.01 USD	9,384.34 USD	9,665.87 USD
Total:		32,013.38 USD	32,973.78 USD	33,962.99 USD	34,981.88 USD



Asset Essentials Expert Implementation (with Parts) Scope of Work

1. Scope

Company will provide specified professional consulting services to Customer to implement Asset Essentials, an on-line Computerized Maintenance Management System ("CMMS"), including the Parts module for comprehensive inventory management capabilities. The services described in this SOW shall apply to the implementation of Asset Essentials application and Parts module functionality for Customer.

The Asset Essentials implementation includes core CMMS functionality for work order management, asset tracking, preventive maintenance scheduling, and reporting. The Parts module provides integrated inventory management capabilities including parts tracking, storage location management, vendor information, and seamless integration with work order processes for parts consumption and procurement.

Company follows the implementation methodology below, which outlines pre-defined stages and deliverables ("Project"). The Project includes establishing project coordination, requirements gathering, system configuration, data migration, testing, and deployment as outlined in sections 1.1 through 1.5.

1.1 Plan

In the Plan stage, Company establishes a foundation for the Project's success by leading a Project kick-off call, initiating regular project status meetings, and identifying all project stakeholders for the Asset Essentials and Parts module implementation.

1.1.1 Company Responsibilities

- (a) Lead one (1) Project Kick-off call with Customer focused on Asset Essentials and Parts module requirements and scope.
- (b) Provide one (1) weekly Project Status Update to review progress against plan.
- (c) Maintain a risk register and issue log with assigned ownership and resolution timelines.

1.1.2 Customer Responsibilities

- (a) Identify, document, and escalate issues or risks that may impact Project success.
- (b) Participate in planning sessions as requested by the Company.
- (c) Provide feedback on planning documents and scope for both Asset Essentials and Parts module.

1.1.3 Deliverables

- (a) Weekly status reports focused on Asset Essentials and Parts module implementation progress.
- (b) Current risk register and issue log with tracking of resolution status.

1.1.4 Conditions



- (a) Company will perform only one (1) iteration of Plan stage for Asset Essentials and Parts module implementation.
- (b) Major changes to the scope of the project may trigger the Change Control Process.
- (c) Critical issues requiring immediate attention will be addressed through an escalation process.

1.1.5 Exclusions

- (a) Detailed planning for out-of-scope activities or future stages not specified in the current contract.
- (b) Management of Customer internal resources or third-party vendor coordination unless explicitly stated.

1.1.6 Acceptance Criteria

- (a) Weekly status reports must accurately reflect Project progress, risks, and issues to be considered acceptable.
- (b) The risk register and issue log requires verification that it comprehensively tracks identified risks and issues with appropriate ownership and resolution timelines.

1.2 Design

During the Design stage, Company conducts stakeholder interviews to understand the Customer's current processes, inventory management needs, and data migration requirements to determine the appropriate Asset Essentials and Parts module configuration. Business requirements for both core CMMS functionality and Parts module will be documented and reviewed for Customer acceptance prior to moving to the next Project stage.

1.2.1 Company Responsibilities

- (a) Collect and document requirements for Asset Essentials core functionality and Parts module in a centralized Requirements Log.
- (b) Analyze requirements for feasibility within the standard Asset Essentials and Parts module capabilities.
- (c) Identify gaps between requirements and standard product functionality.
- (d) Propose alternative solutions for requirements that cannot be met through standard configuration.
- (e) Document maintenance workflows, inventory management processes, and parts consumption procedures.

1.2.2 Customer Responsibilities

- (a) Identify and make available subject matter experts for requirements gathering sessions covering both maintenance and inventory management.
- (b) Review and approve documented requirements within the agreed timeframe.
- (c) Make decisions regarding proposed alternatives for gap resolution.
- (d) Review and approve the Requirements Log for both Asset Essentials and Parts module.
- (e) Provide current maintenance processes, inventory management workflows, and parts data structure information.

1.2.3 Deliverables

- (a) Up to two (2) requirements gathering meetings focused on Asset Essentials core functionality up to one (1) hour in duration each.
- (b) Up to two (2) requirements gathering meetings focused on Parts module up to one (1) hour in duration each.



- (c) Comprehensive Requirements Log containing functional business requirements for both Asset Essentials and Parts module.
- (d) Requirements Log sign-off documentation from Customer stakeholders.

1.2.4 Conditions

- (a) Requirements analysis will be limited to functionality available in Asset Essentials and Parts module.
- (b) Requirements must be approved before Build stage begins.
- (c) Material changes to requirements after approval will be subject to the Change Control Process.

1.2.5 Exclusions

- (a) Requirements for software applications not included in current Project scope.
- (b) Development of detailed technical specifications beyond what is needed for configuration.
- (c) Requirements that require product enhancements or reports beyond standard configuration capabilities.

1.2.6 Acceptance Criteria

- (a) Requirements Log must accurately capture functional business requirements for both Asset Essentials and Parts module to be considered acceptable.

1.3 Build

In the Build stage, Company configures Asset Essentials and Parts module according to Customer's functional business requirements and imports applicable data. Final configuration will be demonstrated and reviewed for Customer acceptance prior to moving to the next Project stage.

1.3.1 Company Responsibilities

- (a) Configure Asset Essentials core functionality according to the approved Requirements Log.
- (b) Configure Asset Essentials Parts module according to the approved Requirements Log.
- (c) Produce data import templates to be populated with Customer data for Locations, Assets, Users, Preventative Maintenance Schedules, Parts, Storage Locations, and Vendors.
- (d) Perform analysis on Customer-provided data to determine alterations and/or perform transformations which must be completed prior to upload.
- (e) Import transformed Customer data into Asset Essentials and Parts module.
- (f) Perform quality control testing to ensure data was uploaded properly.
- (g) Configure parts categorization, units of measure, and reorder point settings.
- (h) Set up storage location hierarchy and bin management structure.
- (i) Configure integration between Parts module and work order processes.

1.3.2 Customer Responsibilities

- (a) Extract data to be migrated from existing source system into either .CSV or Excel file(s) for all data types.
- (b) Supply necessary resources and information required for configuration and data mapping activities.
- (c) Remediate and, if necessary, redeliver data that does not pass initial analysis or cannot be uploaded due to errors or missing, required elements in the provided data.
- (d) Review and approve the system configurations within the agreed timeframe.
- (e) Provide feedback on data import results and any issues identified.



1.3.3 Deliverables

- (a) Asset Essentials configured by Company aligned with the approved Requirements Log.
- (b) Asset Essentials Parts module configured by Company aligned with the approved Requirements Log.
- (c) Extract data from source systems and/or reports by Customer and provided to Company in standardized format.
- (d) Data uploaded by Company for Locations, Assets, Users, Preventative Maintenance Schedules, Parts, Storage Locations, and Vendors.
- (e) Configured vendor information and procurement settings.

1.3.4 Conditions

- (a) Configuration and data upload limited to functionality available in Asset Essentials and Parts module.
- (b) Any changes to configurations after approval may affect Project timelines and will be subject to the Change Control Process.

1.3.5 Exclusions

- (a) Company extraction of data from source system(s).
- (b) Company migration of data beyond specified data types.
- (c) Company defining and/or configuration of non-standard asset types, parts categories, or custom inventory fields.
- (d) Integration with external procurement or ERP systems.

1.3.6 Acceptance Criteria

- (a) Configured Asset Essentials and Parts module will be accepted upon verification that they align with the approved Requirements Log.
- (b) Extracted data from source systems requires confirmation that it has been provided to Company in standardized format.
- (c) Data uploads will be accepted upon confirmation that all data has been properly transformed and loaded into Asset Essentials and Parts module.

1.4 Test

The Test stage ensures the configured solution meets the documented business requirements and is ready for deployment. This stage focuses on executing a testing strategy that validates the configuration, user workflows, reporting, and integration between Asset Essentials core functionality and Parts module.

1.4.1 Company Responsibilities

- (a) Provide standard system Test Cases and user scenarios for thoroughly testing both Asset Essentials and Parts module requirements.
- (b) Prepare and deliver up to one (1) User Acceptance Testing (UAT) training covering both Asset Essentials and functionality to prepare testers with detailed knowledge of features and functions, up to two (2) hours in duration.
- (c) Provide a documentation format to collect, manage, and report on issues identified during the testing period ("UAT Issue Log") and deliver corrective action for any reported issues confirmed by Company resources.
- (d) Notify Customer of completion of corrective actions.



1.4.2 Customer Responsibilities

- (a) Create and document any non-standard Test Cases for both Asset Essentials and Parts module workflows.
- (b) Maintain a workbook of all Test Cases (containing user instructions and sample datasets) to verify that knowledgeable users can utilize the system, Parts module, configuration, and migrated data to achieve the documented scenarios in the Requirements Log.
- (c) Create a document where test case results will be recorded and identify Customer resources responsible for executing the Test Cases during the testing period ("Test Plan").
- (d) Perform the Test Cases according to the Test Plan during the allotted testing period.
- (e) Document any failures of Test Cases in the UAT Issue Log and provide additional or missing data necessary for resolution of reported issues.

1.4.3 Deliverables

- (a) UAT Issue Log with detailed tracking of identified issues and their resolution status, including reporting of any issues which prevent successful completion of Test Cases.
- (b) Successful execution of approved Test Cases and completion of Test Plan by Customer for both Asset Essentials and Parts module.
- (c) Documentation Test Case remediation by Company in UAT Issue Log.
- (d) Delivery of UAT training and Learning Management System (LMS) access provided by Company.

1.4.4 Conditions

- (a) Limited to standard Test Cases for Asset Essentials and Parts module.
- (b) Testing must be completed with Customer completing all testing and reporting all issues within the testing period; any issues identified outside of this window must be reviewed and accepted by Company.
- (c) Any deployments (e.g., release of code, scripts, or other adjustments made through the back-end of the software) will be made in accordance with change management controls as determined by Company to protect Production data and systems.
- (d) If Customer is unable to produce Test Cases or a Test Plan, they may perform exploratory testing during the Testing Period; in such cases, due to the lack of objective basis for testing, Company shall reserve the right to reject any issues reported which were not captured in the Requirements Log.

1.4.5 Exclusions

- (a) Development of Test Cases or Test Plans by Company resources, as these remain Customer responsibilities and must be created by Customer teams.
- (b) Any issues reported by Customer which require product enhancements or other alterations to the core Asset Essentials application or Parts module, as opposed to configuration and/or data which is specific to each Customer.
- (c) Company will not perform extraction, collection, or generation of missing or incorrect data unless stated explicitly herein (or agreed upon as part of Change Control Process).
- (d) Customer shall perform one single testing period. Requests for additional testing periods, or Test Cases delivered after the start of the testing period, must be submitted to Company and may be subject to Change Control Process.

1.4.6 Acceptance Criteria



- (a) UAT Issue Log requires confirmation that it provides an effective mechanism to track and manage identified issues.
- (b) Test Case execution results will be accepted upon verification that Asset Essentials and Parts module function according to the approved Requirements Log.
- (c) Remediation of identified issues requires successful reperformance of previously failed Test Cases for acceptance.

1.5 Deploy

The Deploy stage is the final stage of Project, where Company trains Customer on Asset Essentials and Parts module functionality and the thoroughly tested and validated system is made available to end-users. "Go-Live" is defined as when Requirements Log, UAT Test Cases, and end-user training has been completed and/or accepted. Project completion is the completion of the Deploy stage.

1.5.1 Company Responsibilities

- (a) Perform End-User training for Asset Essentials system functionality that applies to Administrator and Full User roles.
- (b) Perform End-User training for Parts module functionality including inventory management, parts consumption, and procurement workflows that applies to Administrator and Full User roles.
- (c) Develop go-live schedule for final data/configuration alterations and provide written notice when system is ready for operational use.
- (d) Coordinate transition meeting between Company Project team and Company Support teams at conclusion of post go-live period.

1.5.2 Customer Responsibilities

- (a) Appoint and ensure attendance of resources responsible for training Customer users on both Asset Essentials and Parts module functionality and approve go-live schedule.
- (b) Provide written notice for rescheduling requests and develop plan for additional end-user training.
- (c) Align internal stakeholders on timing/resources for go-live and develop change management plan for organizational readiness.
- (d) Request any remaining training hours and implement change management plan activities during post go-live period.

1.5.3 Deliverables

- (a) Training materials and completed training sessions for Asset Essentials core functionality.
- (b) Training materials and completed training sessions for Parts module functionality.
- (c) Transition to Company Support team following post go-live period completion.
- (d) Status Reports throughout post go-live period.
- (e) Documented configuration and data adjustments made during post go-live period.

1.5.4 Conditions

- (a) Customer has unlimited LMS access; post go-live support provided for thirty (30) days from Go-Live notice.
- (b) If Customer cannot schedule Go-Live within thirty (30) days of notice, Company may place Project on-hold with potential Change Control implications.



1.5.5 Exclusions

- (a) Training topics related to the Requester or other system roles, or Customer-specific business processes, unless explicitly stated herein.
- (b) Company coordination of Customer resources or communications/change management activities for Go-Live.
- (c) Changes in requirements beyond those deemed necessary by Company and accepted by Customer.

1.5.6 Acceptance Criteria

- (a) Training materials and completed training sessions require verification that they provide comprehensive instruction on Asset Essentials and Parts module functionality.
- (b) Transition to Company Support team will be accepted upon confirmation that appropriate handover information has been provided.
- (c) Status Reports must accurately reflect post go-live activities and issues to be considered acceptable.
- (d) Documented configuration and data adjustments made during post go-live period require verification that they address identified needs.

1.6 Project Timeline

Actual Project timeline will vary based on the size and complexity of Customer's organization, inventory management requirements, and Customer's ability to meet its responsibilities in a timely manner. The Company Project Manager and Customer Project Lead/Project Sponsor will work together to establish realistic delivery dates that accommodate both parties' operational requirements and resource availability. Major changes to requirements or scope may trigger the Change Control Process and affect the timeline, requiring mutual agreement between the Company Project Manager and Customer Project Lead/Project Sponsor on any timeline adjustments.

2. Out of Scope

Any services not explicitly included in this Statement of Work are considered out of scope, including, but not limited to:

2.1 Reporting and Analytics Services

- (a) Custom (non-standard) reports beyond standard Asset Essentials and Parts module capabilities.
- (b) Creation of specialized data visualizations or executive dashboards.
- (c) Integration with third-party business intelligence tools.
- (d) Development of custom reporting templates.

2.2 Data Management Services

- (a) Extraction of data from Customer's source systems.
- (b) Migration of historical work order or inventory transaction data.
- (c) Additional data imports or conversion of data beyond specified data types.

2.3 Financial and Procurement Services



- (a) Configuration of advanced billing or invoicing functionality.
- (b) Setup of complex vendor contracts or payment terms.
- (c) Integration with financial or ERP systems.
- (d) Configuration of advanced purchasing workflows beyond standard Parts module capabilities.
- (e) Management of budget or cost tracking features beyond basic parts costing.

2.4 Technical Development Services

- (a) Custom code development or scripting.
- (b) Application Programming Interface (API) development or integration with third-party systems.
- (c) Product enhancements or modifications to core functionality.
- (d) Development of mobile applications or extensions.
- (e) Creation of custom workflows beyond standard configuration.

2.5 Additional Implementation Services

- (a) On-site training beyond what is explicitly stated herein.
- (b) End-user support beyond the post go-live period.
- (c) Business process reengineering or optimization.
- (d) Change management services beyond basic guidance.

3. Change Control

Customer may request that the Company add services not outlined in this SOW by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services. Further details can be found at <https://www.brightlysoftware.com/terms> (<https://www.brightlysoftware.com/terms>) -> Base Terms -> Section 3 - Changes.

4. Roles and Responsibilities

4.1 Company Roles and Responsibilities

Company implementation team consists of the following team members with the following roles and responsibilities:

4.1.1 Project Manager

- (a) Schedule and conduct regular Project status meetings to review progress against plan.
- (b) Maintain a risk register and issue log with assigned ownership and resolution timelines.
- (c) Coordinate transition meeting between Company Project team and Company Support teams at conclusion of post go-live period.

4.1.2 Implementation Consultant

- (a) Collect and document requirements for Asset Essentials and Parts module in a centralized Requirements Log.
- (b) Configure Asset Essentials and Parts module according to the approved Requirements Log.
- (c) Perform analysis on provided data to determine alterations and/or transformations required prior to upload.



- (d) Provide recommendations and guidance to Customer on the development of test cases.
- (e) Prepare and deliver training materials and conduct training sessions for both Asset Essentials and Parts module functionality.

4.2 Customer Roles and Responsibilities

Customer Project team shall include adequate resources to fill the following roles (one Customer resource may fill multiple roles):

4.2.1 Project Leader / Project Sponsor

- (a) Assign appropriate representatives to participate in the governance structure with decision-making authority.
- (b) Ensure appropriate levels of executive and Customer team members and resources will be made available to the Company Project team.
- (c) Align internal stakeholders on timing/resources for go-live and develop change management plan for organizational readiness.

4.2.2 Subject Matter Experts

- (a) Identify, document, and escalate issues or risks that may impact Project success.
- (b) Review and approve documented requirements within the agreed timeframe for both Asset Essentials and Parts module.
- (c) Create a comprehensive workbook of test cases to verify that knowledgeable users can utilize the system and Parts module.
- (d) Document any failures of test cases in the UAT Issue Log and provide additional or missing data necessary for resolution.
- (e) Extract data to be migrated from existing source system into either .CSV or Excel file(s) for all required data types.

4.2.3 End Users

- (a) Participate in training sessions and complete the online learning courses for Asset Essentials and Parts module.
- (b) Perform the test cases according to the test plan during the allotted testing period.
- (c) Provide feedback on data import results and any issues identified.
- (d) Implement change management plan activities during post go-live period.

4.2.4 RACI

Task/Milestone	Company	Customer
Requirements Log Acceptance	Responsible	Accountable
Demo Build Development and Validation	Responsible	Accountable
Test Case Development and Execution	Consulted	Responsible/Accountable



Test Case Remediation	Responsible	Accountable
Admin Training Delivered	Responsible	Accountable
End User Training Delivered	Consulted	Responsible/Accountable

- **Responsible:** The organization responsible for completing the task.
- **Accountable:** The organization who is ultimately accountable for the task's completion and has the final say.
- **Consulted:** Those whose opinions are sought; typically, subject matter experts.
- **Informed:** Organization who needs to be kept updated on progress or decisions but are not directly involved in the task.

5. Assumptions

5.1 Company Assumptions

- (a) Company will not access any Customer systems.
- (b) No third-party systems or software are included in this implementation.
- (c) Company shall provide guidance on requirements, but shall not be responsible for inventory valuation or financial reconciliation.
- (d) Company shall provide up to five (5) 30-minute data validation sessions to review Customer-provided data.
- (e) Company shall provide a single Testing Period unless additional periods are approved through the Change Control Process.

5.2 Customer Assumptions

- (a) Customer shall designate a single point of contact/project coordinator for the duration of the Project.
- (b) Customer's IT department shall be responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- (c) Customer shall provide relevant data for Locations, Assets, Users, Preventative Maintenance Schedules, Parts, Storage Locations, and Vendors in Excel or CSV format.
- (d) Customer acknowledges that any information not included in the initial data provided shall be Customer's responsibility for updating manually or purchasing additional services following the data import.
- (e) Customer acknowledges that once each task is completed, return to completed tasks will be considered rework and will enact the Change Control Process.
- (f) Customer involvement shall be required to configure Asset Essentials and Parts module.

5.3 Training Assumptions

- (a) Training consists of both online training courses and instructor-led training covering both Asset Essentials and Parts module functionality, with instructor-led training conducted virtually by default.
- (b) If onsite training is desired, the Customer shall be billed for associated travel expenses with a minimum



of two (2) days.

(c) Customer shall complete the online learning courses for Asset Essentials and Parts module prior to attending instructor-led training sessions.

5.4 Data Management Assumptions

(a) Each data type (Locations, Assets, Users, Preventative Maintenance Schedules, Parts, Storage Locations, Vendors) shall be provided in one file and one sheet with column headings and one record with corresponding attributes per row.

(b) Any additional data provided by Customer after the data review call shall not be imported by Company and shall be Customer's responsibility or shall require a change request to be initiated by Customer.

(c) Once data is approved and imported, any further data edits shall be the responsibility of the Customer.

(d) If Customer is unable to provide data in an acceptable format for import, Company Implementation Consultant shall guide Customer on how to manually create records in Asset Essentials and Parts module.

(e) Assets must be associated with Locations and Parts must be associated with Storage Locations in Asset Essentials. The data provided by Customer must clearly identify these associations.

5.5 General Assumptions

(a) Any services not explicitly included in this SOW are assumed to be out of scope.

(b) Services will be provided in the English language and during the following hours Monday to Friday 8:30am to 5pm, Eastern Standard Time. Excluding any holidays that the United States of America observes.

6. Project Billing and Payment

Upon acceptance of the Deliverables in the Project Milestones (see Sections 1.1 through 1.5), Customer will be billed for a percentage of Total Services Fees according to the percentages below:

Task/Project Stage	Billing Percentage
Configuration Complete (end of Build Stage)	60%
End User Training	30%
Project Complete (end of Deploy Stage)	10%

Asset Essentials GIS Rider Implementation Scope of Work



1. Scope

Company will provide specified professional consulting services to Customer to implement Asset Essentials, an on-line Computerized Maintenance Management System ("CMMS") – Geographic Information System (GIS) functionality. The services described in this SOW shall apply to the implementation of Asset Essentials Geographic Information System (GIS) functionality application for Customer.

Company follows the implementation methodology below, which outlines pre-defined stages and deliverables ("Project"). The Project includes establishing Project coordination, requirements gathering, system configuration, data migration, testing, and deployment as outlined in sections 1.1 through 1.5.

1.1 Plan

In the Plan stage, Company establishes a foundation for the Project's success by leading a Project kick-off call, initiating regular Project status meetings, and identifying all Project stakeholders.

1.1.1 Company Responsibilities

- a. Lead one (1) Project Kick-off call with Customer.
- b. Provide up to one (1) weekly Project status update to review progress against plan.
- c. Maintain a risk register and issue log with assigned ownership and resolution timelines.

1.1.2 Customer Responsibilities

- a. Identify, document, and escalate issues or risks that may impact Project success.
- b. Participate in planning sessions as requested by the Company.
- c. Provide feedback on planning documents.

1.1.3 Deliverables

- a. Weekly status updates.
- b. Current risk register and issue log with tracking of resolution status.

1.1.4 Conditions

- a. Company will perform only one (1) iteration of Plan stage.
- b. Major changes to the scope of the Project may trigger the Change Control Process.
- c. Critical issues requiring immediate attention will be addressed through an escalation process.

1.1.5 Exclusions

- a. Detailed planning for out-of-scope activities or future stages not specified in the current contract.
- b. Management of Customer internal resources or third-party vendor coordination unless explicitly stated.

1.1.6 Acceptance Criteria

- a. Weekly status updates must accurately reflect Project progress, risks, and issues to be considered acceptable.



- b. The risk register and issue log requires verification that it comprehensively tracks identified risks and issues with appropriate ownership and resolution timelines.

1.2 Design

During the Design stage, Company conducts stakeholder interviews to understand the Customer's current GIS processes and data migration needs and determine the appropriate account configuration. Business requirements will be documented and reviewed for Customer acceptance prior to moving to the next Project stage. The Project Manager continues to communicate proactively with stakeholders and actively manages risk.

1.2.1 Company Responsibilities

- a. Collect and document GIS requirements in a centralized Requirements Log.
- b. Analyze requirements for feasibility within the standard Asset Essentials GIS capabilities.
- c. Identify gaps between requirements and standard product functionality.
- d. Propose alternative solutions for requirements that cannot be met through standard GIS setup.

1.2.2 Customer Responsibilities

- a. Identify and make available subject matter experts for requirements gathering sessions.
- b. Review and approve documented requirements within the agreed timeframe.
- c. Make decisions regarding proposed alternatives for gap resolution.
- d. Review and approve the Requirements Log.

1.2.3 Deliverables

- a. Up to two (2) requirements gathering meetings up to one (1) hour in duration each.
- b. Requirements Log containing functional business requirements.
- c. Requirements Log sign-off documentation from Customer stakeholders.

1.2.4 Conditions

- a. Requirements analysis will be limited to functionality available in Asset Essentials GIS functionality.
- b. Requirements must be approved before Build stage begins.
- c. Material changes to requirements after approval will be subject to the Change Control Process.

1.2.5 Exclusions

- a. Requirements for software applications not included in current Project scope.
- b. Development of detailed technical specifications beyond what is needed for GIS configuration.
- c. Requirements that require product enhancements or reports beyond standard configuration capabilities.

1.2.6 Acceptance Criteria

- a. Requirements Log must accurately capture functional business requirements to be considered acceptable.



1.3 Build

In the Build stage, Company configures Asset Essentials GIS functionality according to Customer's functional business requirements and imports applicable data. Final configuration will be demonstrated and reviewed for Customer acceptance prior to moving to the next Project stage.

1.3.1 Company Responsibilities

- a. Configure Asset Essentials GIS functionality according to the approved Requirements Log.
- b. Produce data import templates to be populated with Customer data for Locations, Assets, Users, and Preventative Maintenance Schedules.
- c. Perform analysis on Customer-provided data to determine alterations and/or perform transformations which must be completed prior to upload.
- d. Import transformed Customer data into Asset Essentials GIS.
- e. Perform quality control testing to ensure data was uploaded properly.

1.3.2 Customer Responsibilities

- a. Extract GIS data to be migrated from existing source system into either .CSV or Excel file(s).
- b. Supply necessary resources and information required for configuration and data mapping activities.
- c. Remediate and, if necessary, redeliver data that does not pass initial analysis or cannot be uploaded due to errors or missing, required elements in the provided data.
- d. Review and approve the system configurations within the agreed timeframe.
- e. Provide feedback on data import results and any issues identified.

1.3.3 Deliverables

- a. Asset Essentials GIS functionality configured by Company aligned with the approved Requirements Log.
- b. Extracted data from source systems and/or reports by Customer and provided to Company in standardized format.
- c. GIS data uploaded by Company.

1.3.4 Conditions

- a. Configuration and GIS data upload limited to the following functionality available in Asset Essentials: Work Order creation from Map, Citizen Portal, Mobile Profiles, Configure GIS Map settings, GIS Layer configuration, and Asset syncing.
- b. Any changes to configurations after approval may affect Project timelines and will be subject to the Change Control Process.

1.3.5 Exclusions

- a. Company extraction of data from source system(s).
- b. Company migration of Locations, Assets, Users, and Preventative Maintenance Schedules data.
- c. Company defining and/or configuration of non-standard asset types or compliance codes.

1.3.6 Acceptance Criteria

- a. GIS functionality will be accepted upon verification that it aligns with the approved Requirements Log.



- b. GIS data from source systems requires confirmation that it has been provided to Company in standardized format.
- c. GIS data upload will be accepted upon confirmation that data has been properly transformed and loaded into Asset Essentials.

1.4 Test

The Test stage ensures the configured solution meets the documented business requirements and is ready for deployment. This stage focuses on executing a testing strategy that validates the configuration, user workflows, reports, and any other approved scope.

1.4.1 Company Responsibilities

- a. Provide standard system Test Cases and user scenarios for thoroughly testing the requirements.
- b. Prepare and deliver up to one (1) User Acceptance Testing (UAT) training covering Asset Essentials GIS functionality to prepare testers with detailed knowledge of features and functions, up to two (2) hours in duration.
- c. Provide a documentation format to collect, manage, and report on issues identified during the testing period ("UAT Issue Log") and deliver corrective action for any reported issues confirmed by Company resources.
- d. Notify Customer of completion of corrective actions.

1.4.2 Customer Responsibilities

- a. Create and document any non-standard Test Cases.
- b. Maintain a workbook of all Test Cases (containing user instructions and sample datasets) to verify that knowledgeable users can utilize the system, configuration, and migrated data to achieve the documented scenarios in the Requirements Log.
- c. Create a document where test case results will be recorded and identify Customer resources responsible for executing the Test Cases during the testing period ("Test Plan").
- d. Perform the Test Cases according to the Test Plan during the allotted testing period.
- e. Document any failures of Test Cases in the UAT Issue Log and provide additional or missing data necessary for resolution of reported issues.

1.4.3 Deliverables

- a. UAT Issue Log with detailed tracking of identified issues and their resolution status, including reporting of any issues which prevent successful completion of Test Cases.
- b. Successful execution of approved Test Cases and completion of Test Plan by Customer.
- c. Documentation Test Case remediation by Company in UAT Issue Log.
- d. Delivery of UAT training and LMS access provided by Company.

1.4.4 Conditions

- a. Limited to standard Test Cases.
- b. Testing must be completed with Customer completing all testing and reporting all issues within the testing period; any issues identified outside of this window must be reviewed and accepted by Company.



- c. Any deployments (e.g., release of code, scripts, or other adjustments made through the back-end of the software) will be made in accordance with change management controls as determined by Company to protect Production data and systems.
- d. If Customer is unable to produce Test Cases or a Test Plan, they may perform exploratory testing during the Testing Period; in such cases, due to the lack of objective basis for testing, Company shall reserve the right to reject any issues reported which were not captured in the Requirements Log.

1.4.5 Exclusions

- a. Development of Test Cases or Test Plans by Company resources, as these remain Customer responsibilities and must be created by Customer teams.
- b. Any issues reported by Customer which require product enhancements or other alterations to the core software application, as opposed to configuration and/or data which is specific to each Customer.
- c. Company will not perform extraction, collection, or generation of missing or incorrect data unless stated explicitly herein (or agreed upon as part of Change Control Process).
- d. Customer shall perform one single testing period. Requests for additional testing periods, or Test Cases delivered after the start of the testing period, must be submitted to Company and may be subject to Change Control Process.

1.4.6 Acceptance Criteria

- a. UAT Issue Log requires confirmation that it provides an effective mechanism to track and manage identified issues.
- b. Test Case execution results will be accepted upon verification that the system functions according to the approved Requirements Log.
- c. Remediation of identified issues requires successful reperformance of previously failed Test Cases for acceptance.

1.5 Deploy

The Deploy stage is the final stage of Project, where Company trains Customer and the thoroughly tested and validated system is made available to end-users. "Go-Live" is defined as when Requirements Log, UAT Test Cases, and end-user training have been completed and/or accepted. Project completion is the completion of the Deploy stage.

1.5.1 Company Responsibilities

- a. Perform End-User training for Asset Essentials GIS functionality that applies to Administrator and Full User roles.
- b. Develop go-live schedule for final data/configuration alterations and provide written notice when system is ready for operational use.
- c. Coordinate transition meeting between Company Project team and Company Support teams at conclusion of post go-live period.

1.5.2 Customer Responsibilities

- a. Appoint and ensure attendance of resources responsible for training Customer users and approve go-



- live schedule.
- b. Provide written notice for rescheduling requests and develop plan for additional end-user training.
- c. Align internal stakeholders on timing/resources for go-live and develop change management plan for organizational readiness.
- d. Request any remaining training hours and implement change management plan activities during post go-live period.

1.5.3 Deliverables

- a. Training materials and completed training sessions for Asset Essentials GIS functionality.
- b. Transition to Company Support team following post go-live period completion.
- c. Status Reports throughout post go-live period.
- d. Documented configuration and data adjustments made during post go-live period.

1.5.4 Conditions

- a. Customer has unlimited LMS access; post go-live support provided for thirty (30) days from Go-Live notice.
- b. If Customer cannot schedule Go-Live within thirty (30) days of notice, Company may place Project on-hold with potential Change Control implications.

1.5.5 Exclusions

- a. Training topics related to the Requester or other system roles, or Customer-specific business processes, unless explicitly stated herein.
- b. Company coordination of Customer resources or communications/change management activities for Go-Live.
- c. Changes in requirements beyond those deemed necessary by Company and accepted by Customer.

1.5.6 Acceptance Criteria

- a. Training materials and completed training sessions require verification that they provide comprehensive instruction on Asset Essentials GIS functionality.
- b. Transition to Company Support team will be accepted upon confirmation that appropriate handover information has been provided.
- c. Status Reports must accurately reflect post go-live activities and issues to be considered acceptable.
- d. Documented configuration and data adjustments made during post go-live period require verification that they address identified needs.

1.6 Project Timeline

Actual Project timeline will vary based on the size and complexity of Customer's organization, and Customer's ability to meet its responsibilities in a timely manner. The Company Project Manager and Customer Project Lead/Project Sponsor will work together to establish realistic delivery dates that accommodate both parties' operational requirements and resource availability. Major changes to requirements or scope may trigger the Change Control Process and affect the timeline, requiring mutual agreement between the Company Project Manager and Customer Project Lead/Project Sponsor on any timeline adjustments.



2. Out of Scope

Any services not explicitly included in this Scope of Work are considered out of scope, including, but not limited to:

2.1 Reporting and Analytics Services

- a. Custom (non-standard) reports beyond standard configuration capabilities.
- b. Creation of specialized data visualizations or executive dashboards.
- c. Integration with third-party business intelligence tools.
- d. Development of custom reporting templates.

2.2 Data Management Services

- a. Extraction of data from Customer's source systems.
- b. Migration of historical work order data.
- c. Additional data imports or conversion of data beyond GIS.

2.3 Financial and Contract Services

- a. Configuration of billing or invoicing functionality.
- b. Setup of vendor contracts or payment terms.
- c. Integration with financial or accounting systems.
- d. Configuration of purchasing workflows.
- e. Management of budget or cost tracking features.

2.4 Technical Development Services

- a. Custom code development or scripting.
- b. Application Programming Interface (API) development or integration with third-party systems.
- c. Product enhancements or modifications to core functionality.
- d. Development of mobile applications or extensions.
- e. Creation of custom workflows beyond standard configuration.

2.5 Additional Implementation Services

- a. On-site training beyond what is explicitly stated herein.
- b. End-user support beyond the post go-live period.
- c. Business process reengineering or optimization.
- d. Change management services beyond basic guidance.

3. Change Control

Customer may request that the Company add services not outlined in this SOW by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services. Further details can be found at <https://www.brightlysoftware.com/terms> (<https://www.brightlysoftware.com/terms>) -> Base Terms -> Section 3 - Changes.



4. Roles and Responsibilities

4.1 Company Roles and Responsibilities

Company implementation team consists of the following team members with the following roles and responsibilities:

4.1.1 Project Manager

- a. Schedule and conduct regular Project status meetings to review progress against plan.
- b. Maintain a risk register and issue log with assigned ownership and resolution timelines.
- c. Coordinate transition meeting between Company Project team and Company Support teams at conclusion of post go-live period.

4.1.2 Implementation Consultant

- a. Collect and document requirements in a centralized Requirements Log.
- b. Configure Asset Essentials GIS functionality according to the approved Requirements Log.
- c. Perform analysis on provided data to determine alterations and/or transformations required prior to upload.
- d. Provide recommendations and guidance to Customer on the development of test cases.
- e. Prepare and deliver training materials and conduct training sessions.

4.2 Customer Roles and Responsibilities

Customer Project team shall include adequate resources to fill the following roles (one Customer resource may fill multiple roles):

4.2.1 Project Leader / Project Sponsor

- a. Assign appropriate representatives to participate in the governance structure with decision-making authority.
- b. Ensure appropriate levels of executive and Customer team members and resources will be made available to the Company Project team.
- c. Align internal stakeholders on timing/resources for go-live and develop change management plan for organizational readiness.

4.2.2 Subject Matter Experts

- a. Identify, document, and escalate issues or risks that may impact Project success.
- b. Review and approve documented requirements within the agreed timeframe.
- c. Create a comprehensive workbook of test cases to verify that knowledgeable users can utilize the system.
- d. Document any failures of test cases in the UAT Issue Log and provide additional or missing data necessary for resolution.
- e. Extract data to be migrated from existing source system into either .CSV or Excel file(s).

4.2.3 End Users



- a. Participate in training sessions and complete the online learning courses for Asset Essentials GIS.
- b. Perform the test cases according to the test plan during the allotted testing period.
- c. Provide feedback on data import results and any issues identified.
- d. Implement change management plan activities during post go-live period.

4.2.4 RACI

Task/Milestone	Company	Customer
Requirements Log Acceptance	Responsible	Accountable
GIS Data Loaded	Responsible	Accountable
Test Case Development and Execution	Consulted	Responsible/Accountable
Test Case Remediation	Responsible	Accountable
Admin Training Delivered	Responsible	Accountable
End User Training Delivered	Consulted	Responsible/Accountable

- **Responsible:** The organization responsible for completing the task.
- **Accountable:** The organization who is ultimately accountable for the task's completion and has the final say.
- **Consulted:** Those whose opinions are sought; typically, subject matter experts.
- **Informed:** Organization who needs to be kept updated on progress or decisions but are not directly involved in the task.

5. Assumptions

5.1 Company Assumptions

- a. Company will not access any Customer systems.
- b. No third-party systems or software are included in this implementation.
- c. Company shall provide guidance on requirements, but shall not be responsible for applying risk scores to assets if Risk
- d. Assessment functionality is enabled.
- e. Company shall provide up to five (5) 30-minute data validation sessions to review Customer-provided data.
- f. Company shall provide a single Testing Period unless additional periods are approved through the Change Control Process.



5.2 Customer Assumptions

- a. Customer shall designate a single point of contact/Project coordinator for the duration of the Project.
- b. Customer's IT department shall be responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- c. Customer shall provide relevant data for Locations, Assets, Users, and Preventative Maintenance Schedules in Excel or CSV format.
- d. Customer acknowledges that any information not included in the initial data provided shall be Customer's responsibility for updating manually or purchasing additional services following the data import.
- e. Customer acknowledges that once each task is completed, return to completed tasks will be considered rework and will enact the Change Control Process.
- f. Customer involvement shall be required to configure Asset Essentials GIS functionality.

5.3 Training Assumptions

- a. Training consists of both online training courses and instructor-led training, with instructor-led training conducted virtually by default.
- b. If onsite training is desired, the Customer shall be billed for associated travel expenses with a minimum of two (2) days.
- c. Customer shall complete the online learning courses for Asset Essentials GIS functionality prior to attending instructor-led training sessions.

5.4 Data Management Assumptions

- a. GIS data shall be provided in one file and one sheet with column headings and one record with corresponding attributes per row.
- b. Any additional data provided by Customer after the data review call shall not be imported by Company and shall be Customer's responsibility or shall require a change request to be initiated by Customer.
- c. Once data is approved and imported, any further data edits shall be the responsibility of the Customer.

5.5 General Assumptions

- a. Any services not explicitly included in this SOW are assumed to be out of scope.
- b. Services will be provided in the English language and during the following hours Monday to Friday 8:30am to 5pm, Eastern Standard Time. Excluding any holidays that the United States of America observes.

6. Project Billing and Payment

Upon acceptance of the Deliverables in the Project Milestones (see Sections 1.1 through 1.5), Customer will be billed for a percentage of Total Services Fees according to the percentages below:

Task/Project Stage	Billing Percentage
Project Complete (end of Deploy Stage)	100%



Special Terms for Asset Essentials

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.

Enterprise Resource Planning (ERP) to Asset Essentials (AE) Integration Scope of Work

This scope of work (SOW) is dated as of **March 11, 2026**, and is entered into and between **Brightly Software, Inc.** (Company) and **City of Darien** (Customer). The Company and Customer (Parties) are executing this SOW solely for the purpose of enabling and authorizing Company's integration partner **Makini, Inc.** (Subcontractor) to perform work for Customer.

Summary:

Company's service Subcontractor provides pre-built integrations to a wide range of industrial software systems including Enterprise Resource Planning (ERP), Manufacturing Execution Systems (MES), Warehouse Management Systems (WMS), and other critical business applications. These integrations enable Company's Asset Essentials (AE) Computerized Maintenance Management System (CMMS) to seamlessly read, write, and synchronize data between products and Customer's various software systems.

A full list of supported ERPs is available at: <https://www.makini.io/integrations>

In Scope:

The details provided in **Appendix A – Integration specifications** are considered in scope of this SOW.

Project Plan:

- Plan
 - Subcontractor will hold session(s) to validate Customer requirements against readily available integrations to assess potential customization requirements.
 - Company will enable AE API (Application Programming Interface).
 - Subcontractor will assess connectivity requirements of the Customer software system(s) and testing requirements. Namely: whether software systems are deployed in the cloud or on-premises, whether the Customer has separate testing and production environments.
 - Company and Subcontractor will hold kick off meeting with Customer.
- Connect
 - Once Customer provides access to the software system(s) to be integrated, Subcontractor will establish connection.
- Test
 - Subcontractor and Customer arrange for a session to test integration in test and/or production instance(s).
 - If Customer has test instance(s), Subcontractor and Customer will determine cut over period to production instances.
- Run
 - Subcontractor disables access to Customer's test instance(s) and Customer is operating in their production environment.



Acceptance Process:

- At the conclusion of the testing protocol, Customer will provide any feedback related to the integration Subcontractor and Company within 10-business days (excluding holidays) or unless otherwise determined.
- Customer to sign off on accepted integration
- If Customer feedback and sign off is not provided within the 10-business day period (excluding holidays), Company will assume that the integration services provided by the Subcontractor is approved and services will be deemed complete.

Assumptions & Responsibilities:

The Company has made the following general assumptions in this SOW to deliver this project based on initial discussions with Customer. It is the responsibility of Customer to validate these assumptions and before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project.

General

- It is estimated to take up to 15 Subcontractor hours to complete the services outlined in this SOW. If Subcontractor support hours exceed 17 hours, the purchase of additional services may be required by following the *change management process* outlined below.
- For avoidance of doubt, the Professional Services detailed in this SOW are limited to the integration between Asset Essentials (AE) and Customer's software system(s), as specified. Custom development or modifications are not included and must be purchased separately if required.
- All Parties will be actively engaged during this project to ensure success with email responses within 2 business days.
- Any Professional Services not explicitly included in this SOW are assumed to be out of scope.
- Any additional requests outside the scope of this document will require additional Professional Services and will incur a fee
- All Professional Services are governed by Company's Terms of Use:
<https://www.brightlysoftware.com/terms>
- Testing will be completed in the Customer's test and production instances of their software system(s) if applicable and identified on the scoping call.

Customer Responsibilities

- Will provide access and connectivity means to the requested software system(s), which may include either or combination of user account, API credentials, database access and VPN/firewall credentials. This includes both testing and production environments, as required.
- Will provide a single point of contact for the duration of the Professional Services contained in this SOW.
- Will nominate member of their team for Acceptance Testing.
- Will attend scheduled meetings as required.
- Will review [Appendix A – Integration Speciation's](#) and understand integration capabilities.

Company Responsibilities

- All Professional Services will be delivered virtually



- This is a one-time Professional Service; Company is not responsible for updating or maintaining provided integration
- Company will enable AE API (Application Programming Interface) for the duration of a valid integration subscription.
- If any customization requests are discovered, then the change management process will be invoked.

Project Schedule:

Transpired time for these Professional Services may vary, but it is estimated that the activities outlined in this SOW will be completed within 60 days from the kick-off call between Company, Subcontractor, and Customer.

Change Management:

Customer may request that Company or Subcontractor add services not in the specifications of this SOW by submitting a written proposed change order to the Company. All Professional Service change orders will follow the Company's Terms of Use: <https://www.brightlysoftware.com/terms>

Invoicing:

At the conclusion of Professional Services outlined in this SOW, the integration service will be completed to trigger billing for the full service.



Appendix A – Integration specifications

1. Subscriber Systems of Interest

Asset Essentials (AE)

- Tier: N/A
- Deployment: Cloud
- Environment: Production

Xylem Sensus Analytics

- Tier: II
- Deployment: Cloud
- Environment: Production

Syntech FuelMaster

- Tier: II
- Deployment: On-prem
- Environment: Production

2. Workflow Specifications

Workflow diagram: <https://docsend.com/view/95th7h98zocr5rqc>

Workflow 1: FuelMaster → Asset Essentials — Vehicle Meter Sync

On a 24-hour schedule, the integration fetches meter data from Syntech FuelMaster. The preferred retrieval method is via FuelMaster's API. If API access is unavailable for the on-premises installation, the integration will fall back to processing automatic CSV/Excel exports generated by FuelMaster.

Once meter data is retrieved, the integration matches FuelMaster vehicle records to Asset records in AE using VIN numbers as the unique identifier. For each matched vehicle, the integration then maps the available meter types — odometer and fuel consumption — to the corresponding meter counters configured in AE. New meter readings are written to AE for each matched asset.

This sync enables AE's preventive maintenance module to trigger work orders automatically when vehicles reach configured odometer or fuel consumption thresholds.

Notes:

- VIN number is the sole matching key between FuelMaster and AE. Vehicles missing a VIN in either system will not be matched and will not receive meter updates.
- New vehicles must be registered in both FuelMaster and AE before the integration can synchronize their meter data.
- A one-time historical sync of current meter values can be performed at go-live to initialize counters in AE, subject to data availability in FuelMaster.
- The 24-hour sync frequency was selected based on Customer's operational cadence. Daily updates ensure timely PM scheduling without unnecessary processing overhead.

Workflow 2: Xylem Sensus Analytics → Asset Essentials — Water Meter Reading Sync



On a 1-hour schedule, the integration fetches meter reading data from Xylem Sensus Analytics via API. Sensus Analytics receives automated meter readings from field devices (AMR-enabled water meters) on an hourly basis; the integration retrieves this data and writes it to AE.

The integration matches Sensus meter records to Asset records in AE using the water meter's serial number as the primary identifier, with the MXU (Meter Transmission Unit) serial number used as a secondary reference. For each matched asset, the water consumption reading is written to the corresponding meter counter in AE.

Notes:

- Each water meter installation consists of two physical components — the meter itself and the MXU — each with its own serial number. Both serial numbers must be captured on the AE asset record to support accurate matching and traceability.
- Sensus Analytics is cloud-based; the integration will access it via API. Customer must confirm that API credentials scoped to their specific Sensus installation are obtainable.
- Water meter assets must be pre-registered in AE prior to go-live. The integration does not create new asset records in AE; it only updates meter readings on existing assets.
- The 1-hour sync frequency aligns with the AMR transmission cadence from field meters to Sensus Analytics.

3. Required from Customer

Prior to Kickoff

- Confirmation of whether Syntech FuelMaster's on-premises installation exposes an API endpoint accessible to Makini. Customer should contact FuelMaster support to verify this and obtain access details. If no API is available, Customer's IT team must configure automatic CSV/Excel exports from FuelMaster on a daily schedule.
- Confirmation that Xylem Sensus Analytics API access can be provisioned for the Customer's specific installation (cloud-based). Customer should engage Xylem/Sensus to confirm API availability and begin the credentialing process.
- Confirmation that Asset Essentials API credentials for the production environment can be provisioned.
- Confirmation that VIN numbers are populated for all fleet vehicles in FuelMaster and will also be recorded on corresponding asset records in AE.
- Confirmation that water meter serial numbers and MXU serial numbers are recorded in Sensus Analytics and will be reflected on asset records in AE.

Prior to the First User Acceptance Testing (UAT) Session

- API credentials or CSV export configuration for Syntech FuelMaster (production environment).
- API credentials for Xylem Sensus Analytics (production environment).
- API credentials for Asset Essentials (production environment).
- All fleet vehicles registered in both FuelMaster and AE with matching VIN numbers.
- All water meters registered in AE as assets with both the meter serial number and MXU serial number captured on each asset record.
- Meter counter types (odometer, fuel consumption, water consumption) configured in AE for the relevant asset categories.
- Designated point of contact available for the duration of UAT.

4. Specific Instances Where Workflows Will Fail



FuelMaster → AE (Vehicle Meter Sync)

- A vehicle record exists in FuelMaster but has no VIN number, or the VIN does not match any asset record in AE. The meter reading for that vehicle will be skipped.
- A vehicle is registered in FuelMaster but has not yet been created as an asset in AE. No meter update will occur until the asset record exists in AE.
- FuelMaster API is unavailable and no automatic CSV/Excel export has been configured. The entire scheduled sync will fail until connectivity is restored or an export is set up.
- The CSV/Excel export is configured but the file is not placed in the expected location or format changes between exports. The sync will fail to parse and no readings will be written.
- The required meter counter type (odometer or fuel) has not been configured on the AE asset record. The reading will be received but cannot be stored.

Sensus Analytics → AE (Water Meter Reading Sync)

- A water meter's serial number in Sensus Analytics does not match the serial number recorded on the AE asset record (e.g., due to data entry error or a meter replacement that has not been updated in AE). The reading will be skipped.
- A water meter is active in Sensus Analytics but has not been registered as an asset in AE. No reading will be written.
- Sensus Analytics API becomes unavailable during a scheduled sync window. Readings for that interval will not be captured; depending on Sensus's data retention, missed readings may or may not be recoverable in a subsequent sync.
- The water consumption meter counter has not been configured on the AE asset record. Readings will be received but cannot be stored.

5. Customization and Support Estimate

Phase	Hours
Scope validation	2
Kickoff	1
Customization	6
Testing	4
UAT Session (Production)	1
Production Deployment Support	1
Total	15

6. Summary of Differences from Standard Workflow

New Workflows

The standard AE integration template covers PO synchronization and inventory synchronization between AE and an ERP system. This engagement introduces two net-new meter sync workflows not present in the standard template:

- FuelMaster → AE: Scheduled retrieval of vehicle odometer and fuel consumption readings from an on-premises FuelMaster installation, with asset matching via VIN number and meter value writes to AE.



- Xylem Sensus Analytics → AE: Scheduled retrieval of water meter consumption readings from a cloud-based Sensus Analytics instance, with asset matching via meter serial number and MXU serial number, and meter value writes to AE.

Neither PO synchronization nor inventory synchronization is in scope for this engagement.

Customizations

- On-premises connectivity handling for FuelMaster, including fallback logic to process CSV/Excel exports if API access is unavailable.
- Dual-identifier matching logic for water meter assets (meter serial number + MXU serial number).
- Historical meter value initialization for fleet vehicles at go-live (one-time sync of current odometer and fuel values from FuelMaster into AE).





On-Demand Professional Services

Statement of Work

Summary:

Company's On-Demand Professional Services are add-on services that optimize your investment in Company software products. The services address support, productivity, financial, and process needs that may require extra attention as business requirements continue to grow and change.

Purchased credits by Customer are redeemable for delivered services within 12 months of purchase. The menu of available services can be found here: <https://www.brightlysoftware.com/On-Demand-Customer-Guide.pdf> (<https://www.brightlysoftware.com/On-Demand-Client-Guide.pdf>)

In Scope:

The items below will be considered in scope of this SOW:

1. Purchase of one or more credits which are redeemable for services listed on the services menu: <https://www.brightlysoftware.com/On-Demand-Customer-Guide.pdf> (<https://www.brightlysoftware.com/On-Demand-Client-Guide.pdf>)

Deliverables:

The service deliverables will vary based on the service selected by the Customer from the service menu. Please reference: <https://www.brightlysoftware.com/On-Demand-Customer-Guide.pdf> (<https://www.brightlysoftware.com/On-Demand-Client-Guide.pdf>) for further details.

Acceptance Process:

Once the last deliverable for each service has been delivered, the service will be deemed delivered in full. Specific service deliverables will vary based on the service selected by the Customer from the service menu. Please reference: <https://www.brightlysoftware.com/On-Demand-Customer-Guide.pdf> (<https://www.brightlysoftware.com/On-Demand-Client-Guide.pdf>) for further details.

General Assumptions:

Specific service assumptions will vary based on the service selected by the Customer from the service menu. Please reference: <https://www.brightlysoftware.com/On-Demand-Customer-Guide.pdf> (<https://www.brightlysoftware.com/On-Demand-Client-Guide.pdf>) for further details.

Customer Assumptions:

1. On-Demand Professional Services is a credit-based service offering
2. Each credit is assigned a value that is on the order form and is subject to change in the future
3. Individual services on the On-Demand service menu are assigned a credit amount
4. A minimum of one (1) credit with no upper limit can be purchased by the Customer
5. Additional credits can be purchased at any time
6. Credits are defined as one-time managed service offering with a duration of 12-months
7. If credits are not redeemed for a service within 12-months of purchase, the credit(s) expire



8. The On-Demand service menu is subject to change at any time
9. There will be a single point of contact/project manager for the duration of each service/project.
10. IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
11. The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
12. For onsite activities, Customer will provide a dedicated space with adequate technology, including but not limited to monitor/projector, desk, computers, mobile devices, quality phone and internet connections.
13. Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.

Company Assumptions:

1. Consultant will not access any 3rd party systems for the purpose of exporting data.
2. Any services not explicitly found on the services menu <https://www.brightlysoftware.com/On-Demand-Customer-Guide.pdf> (<https://www.brightlysoftware.com/On-Demand-Client-Guide.pdf>)
3. For on-site activities, Company will bill Customer for actual travel and associated expenses incurred.

Project Schedule:

The project schedule will vary based on the service selected by the Customer from the service menu. Please reference: <https://www.brightlysoftware.com/On-Demand-Customer-Guide.pdf> (<https://www.brightlysoftware.com/On-Demand-Client-Guide.pdf>) for further details.

Change Management:

The On-Demand Professional Services are designed to be quickly delivered services with very specific deliverables and are not designed to be modified or changed. If additional deliverables are required, the same service can be purchased multiple times. Please reference: <https://www.brightlysoftware.com/On-Demand-Customer-Guide.pdf> (<https://www.brightlysoftware.com/On-Demand-Client-Guide.pdf>) for further details on the available services.

Invoicing:

Billing for the services occurs up front based on the number of credits that the Customer has elected to purchase.



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- D. By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- E. Payment terms: Net 30
- F. This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- I. If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable fees, including any processing fees, using such Automatic Payment Method.
- J. Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes



- required hereunder, and 2) any taxes, including withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.
- K. Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
 - L. In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- A. Billing frequency: Annual
- B. Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) .
- C. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- D. During the Term, Siemens shall, as part of Customer's Subscription Fees provide telephone and email support ("Support Services") 24 hours/day, 7 days/week.
- E. Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.
- F. USE OF APIS. Customer is authorized to use any Application Programming Interface that is either: i) identified as a Cloud Services Offering, or ii) identified as published in the Documentation (collectively the "APIs") as part of any Offering for Customer's internal business purposes only. Customer may not use the APIs to enable unauthorized use of the Cloud Services. Customer may purchase a separate license to use certain published APIs to develop



software for use solely in conjunction with the Cloud Services. Customer is prohibited from reselling any software developed through the use of the APIs unless (a) Customer is separately authorized to do so as a member of a Siemens partner program, or (b) Customer has purchased an Offering which include APIs that explicitly allows Customer to develop software for Customer's internal use or for resale under terms and conditions at least as protective as this Agreement. Customer may not otherwise modify, adapt, or merge the Offerings. Siemens has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.

- G. Siemens reserves the right to block IP addresses originating from a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.
- H. Customer is entitled to access and use the Offerings only as explicitly described in the Documentation. These Offerings are intended for Customer's internal business operations only. There are no additional Entitlements or rights to use the Offerings or their related APIs beyond what is specified. Any other access or use is strictly prohibited under the Terms.
- I. At the time of this Order, the implementation of the requirements of the Cyber Resilience Act EU 2024/2847 ("CRA") is not yet mandatory in the European Union (EU) due to its transitional periods. Not all clarifications on measures that the Customer and contractor will take to implement the new requirements within the project implementation can currently be completed. Therefore, the parties agree that the project scope and contract price agreed upon at the time of Agreement conclusion do not yet include any necessary measures to implement the CRA requirements. Siemens will present the implementation of these measures together with an adjustment of the contract price and schedules considering any additional expenses of the contractor in the appropriate project phases through the Change Request procedure.

Professional Services:

- A. Professional Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- B. Unless otherwise specified in an applicable Order: (i) Siemens will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials as described in this Order. Siemens is only obliged to supply Professional Services and/or Deliverables as expressly stated in this Order. Siemens shall not be obliged to supply any Professional Services and/or Deliverables without a valid Order.
- C. **Scheduling.** Siemens requires at least 6 weeks advanced notice from the acceptance of an Order to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order includes the additional fees and incidental expenses associated with multiple visits.
- D. **Unused Professional Services.** Unless otherwise specified in the Order, Siemens reserves the right to expire any unused Professional Services 6 months from the Effective Date set forth on the Order, and Customer will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.
- E. **Customer Cooperation.** Customer will cooperate reasonably and in good faith with Siemens in its performance of Professional Services by: (i) providing access to any necessary Customer Data, (ii) allocating sufficient resources



and timely performing any tasks reasonably necessary to enable Siemens to perform its obligations under the Order, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.

- F. **Incidental Expenses.** Customer will reimburse Siemens for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the Order, Siemens will not exceed a 5% inflation of such estimate without the written consent of Customer.
- G. Siemens may utilize Artificial Intelligence in the performance of Professional Services and the creation of any Deliverables.

Additional information

- A. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-462437 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>).
- D. Company can provide evidence of insurance upon request.



Signature

Presented to:

City Of Darien - Q-462437
March 12, 2026, 9:01:15 AM

Accepted by:

Printed Name

Signed Name

Title

Date