Statement of Work (SOW), Pricing & Payment Milestones

FASTER Asset Solutions

Created For:	
DeKalb County, GA	
Date:	
May 26, 2020	
Senior Software Consultant:	
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Pricing in this proposal is valid for 60 days.

Qty	Description	Cost
FMIS Core COTS System		
3,894	007 – Software Cost: Standard Active Assets: This price includes up to quantity listed standard active assets (which are defined as originally valued at $5,000 or greater and active). Each additional asset will be $66.00. This includes one instance of the FASTER Web Application with one database. Unlimited user access (named accounts) included.	$257,004
38	012g – Software Cost: Non-Standard Active Assets: This price includes up to the quantity listed non-standard active assets (which are defined as originally valued at less than $5,000 and more than $500). Each Non-Standard Active Asset cost is 25% of the quoted Standard Active Asset cost.	$627
46	013 – Software Cost: Fuel-only Standard Assets This price includes vehicles where fuel data is tracked in FASTER. Therefore, since FASTER will NOT be licensed for these assets to be used for maintenance or other accounting tracking, the price is discounted. Each Fuel Assets cost is 25% of the quoted Standard Asset cost.	$759
	FMIS Core COTS System Subtotal	$258,390
Add-ons		
1	207nc – Dashboard Add-on: (See offsetting discount below) Provides 20 standard metrics that monitor fleet industry performance measures. The dashboards have powerful configuration capability to enable effective display of data. They are also drillable in that you can click and drill into the data presented by the dashboard. And the Dashboards are role-based so that you can empower users based on their roles.	$10,300
1	208 – Barcoding Software: Barcoding Software allows for Label Scanning and Printing. (Hardware is not included.)	$6,180

2	301 - Single Vendor Fuel Import (New Vendor or New File) - Existing Customer: This is a single vendor fuel import for an existing customer who has been live on a FASTER product for more than 6 months. This pricing is for either: 1. To import a new fuel vendor fuel transaction file. 2. Or, to import a new fuel file from your existing vendor. The Fuel Import (FI) is a COTS add-on. It is a robust yet inexpensive way to import data from a Fuel System Vendor (FSV). It requires significant configuration and testing by FASTER. Below are important items the customer will need to provide for FASTER to configure, test and deploy: 1. FSV Fuel File Layout Definition – This is the layout for the export file you plan on receiving regularly from your FSV. It defines your fuel export file's columns, positions and/or delimiters (if used). 2. Fuel System Export Files - Live production export files from the fuel system, including the complete disbursement transaction data. A minimum of 100 transactions will be needed for proper testing. The export files generated from your fuel system must be flat files, not reports, and not generated in Microsoft Excel. It is important you ensure your FSV does not change this export file as any changes may require additional configuration and testing. 3. Completed FI-Customer Configuration Form -This is a detailed form that assists you in providing all the information required for the FI to be configured and tested properly. (This FI does not import Site & Dispenser information. You can add the importing of Site & Dispenser data to the SFI for an additional $2,575 cost.)		$7,210
		Add-Ons Subtotal	$23,690

Win to Web Reports

330m – Migration Win to Web Reports:

The below list of FASTER Win report(s), which were developed using Crystal Reporting Services, will be used as a template to build each corresponding report using the FASTER Web Reporting tool. This cost is discounted to reflect that FASTER is doing no requirements, specification or approval process related to these reports. The stored procedure and RPT file will be used as a template. FASTER will re-construct this report for use in FASTER Web and deliver the report(s) at Soft Go-Live for customer testing. This does not include any modifications to these existing report(s). If modifications are desired, the process involved to facilitate understanding and approval plus the additional work required will lead to added cost.

(Please Note: if you export any reports using the Excel – Data Only option in FASTER Win, you will need to request a custom export for FASTER Web to ensure you get data exported the way you want.)

Because FASTER Web has a more structured database than FASTER Win, there may be some differences between FASTER Web's and FASTER Win's report design. Therefore some FASTER Win custom reports will not be exactly the same when reproduced in FASTER Web.

1	DEK3214	$2,400	
		Win to Web Reports Total	$2,400

Converting FASTER Win Integrations to FASTER Web

333m – Converting FASTER Win Integrations to FASTER Web:

The below list of customization(s) FASTER built for FASTER Win will be used as template(s) to build corresponding customization(s) for FASTER Web. This cost is discounted because there is no need for an approval process with requirements or specifications. The FASTER Win customization and supporting file(s) will be used as a template. FASTER will re-construct these customization(s) for use in FASTER Web using the technology FASTER determines will best meet the requirements and deliver the customization(s) at Soft Go-Live for customer testing. This does not include any modifications to these existing customization(s). If modifications are desired, the process involved to facilitate requirements understanding and approval plus the additional work required will lead to added cost.

Because FASTER Web has a more structured database than FASTER Win, there may be some differences between FASTER Web's and FASTER Win's customization design. Therefore some FASTER Win custom integrations will not be exactly the same when recreated for FASTER Web.

1	333me – Custom Integration (FASTER Win to FASTER Web): Export: Dekalb FASTER Requisition Import - The Requisition Import process import work order related requisitions from FASTER into Oracle Purchasing. Existing FASTER-built FASTER Win custom export recreated for use with FASTER Web	$7,000	

333me – Custom Integration (FASTER Win to FASTER Web): Export: DeKalb FASTER Receiving Transactions Interface –Receiving Transactions sent from FASTER and imported into Oracle Existing FASTER-built FASTER Win custom export recreated for use with FASTER Web	$7,000	
333mi – Custom Integration (FASTER Win to FASTER Web): Import: DeKalb Supplier Information Extract - This package is used to create Supplier extract file from Oracle. Existing FASTER-built FASTER Win custom export recreated for use with FASTER Web	$12,000	
333mi – Custom Integration (FASTER Win to FASTER Web): Import DeKalb Faster PO/Release Information Extract – PO and Release Information to FASTER - This package will extract the PO and Release Info data from Oracle tables and creates Flat file. Existing FASTER-built FASTER Win custom export recreated for use with FASTER Web	$15,000	
Converting FASTER Win Integrations to FASTER Web Total		**$41,000**

Data Services		
1	408 - Migration Data Conversion: The Migration Data Conversion Product is used for migrating data from COTS FASTER Win to FASTER Web. It does not include migrating data that relates or is the result of a use of FASTER Win Add-On unless specifically noted. For example, item 2 of the appendix identifies that if you have the graphics add-on, then all your graphics will be brought over with the migration. A Migration Data Conversion does not migrate data that is uniquely associated with the customization you have. This will need to be addressed separately and potentially as an additional custom migration. The attached appendix "Migration Data Conversion Product" is an outline of the categories of data that will be migrated during the Migration Data Conversion.	$24,000
1	405 – Data Cleanup: If the data in the current system is in need of correction prior to the extraction, the customer will be responsible for data correction that takes place in the legacy system. (However, as part of the implementation process, FASTER Fleet Consultants will provide advice and guidance related to data correction.) For customers who maintain reliable data, there should be no need for data correction. However, if past practices or flawed conversions permitted incorrect data to be entered in the current system, it is advisable that the customer correct this prior to the extraction process beginning.	n/a

Training		
1	**511a – System Overview Meetings (SOM):** System overview meetings take place via live, remote web-based sessions. They consist of two, 4-hour meetings that will occur on the same day or two consecutive days where the customer will ensure key users are able to participate.	$3,300
1	**511b - Configuration Training** This takes place via live, remote, web-based sessions. It consists of two 4-hour sessions that can occur on the same day or two consecutive days. (If you bill by account-code, there will be a third session that will also take 4-hours.)	$3,300
1	**512 – System Training/Go-Live:** This training includes the below training agenda. Because training is hands-on, the maximum class size is 20 attendees and includes a single training location. Additional training sessions and trainers can be added at an additional cost any time up to 4-weeks prior to your go-live.	See Below
1	**512a – Go-Live Week System Training - Asset Module (4 Hrs):** Should include FASTER System Admin and Asset Managers.	$2,200
1	**512b – Go-Live Week System Training - Maintenance Module (4 Hrs):** Should include FASTER System Admin, Maintenance Supervisor, Service Writers and/or Technician who will create work orders.	$2,200
1	**512c – Go-Live Week System Training - Inventory Module (4 Hrs):** Should include FASTER System Admin, Parts Staff and Parts Managers.	$2,200
1	**512d – Go-Live Week System Training - Fuel Module (1 Hr):** Should include FASTER System Admin and Fuel Clerk.	$550
1	**512e – Go-Live Week System Training - Vendors & Accounting Modules (1.5 Hrs):** Should include FASTER System Admin, Accounting Staff and Parts Managers.	$825
2	**512f – Go-Live Week System Training - Technician Workstation (2.5 Hrs):** Should include FASTER System Admin and Technicians.	$1,375
1	605i – Onsite Travel Expenses – Additional Trainer.	$1,000
1	Additional Go Live Training Module(s): The additional module(s) will be selected from the items listed in the FASTER Statement of Work above up to the amount of $2,000. The modules will be determined prior to Go Live week.	$2,000
	Training Subtotal	$18,950

	Discounts	
1	Courtesy Discount	-$1,000
1	900 – Existing WIN Customer Discount Discount for Existing FASTER WIN Customers	-$25,839
1	905ec – Existing FASTER WIN Customer Dashboard Discount	-$10,300
	Software & Services Total	**$331,291**

1	**620 – One-Time Hosting Setup**	**$1,000**
	Software & Services Total if Hosting is Purchased	**$332,291**

Annual Cost: Upgrades & Support and Hosting
(Paid Annually)

Upgrades, Maintenance & Support

1	801 – Upgrades, Maintenance & Support: Annual support services apply to FASTER Web and its Add-Ons and Customizations. FASTER Win will continue to be supported until the Customer Go-Live on FASTER Web. FASTER Win will no longer be supported after FASTER Web Go-Live. Further, since FASTER Web is frequently enhanced, it is likely that by the time the Customer goes live on FASTER Web, there will be an enhanced version of FASTER Web available which can immediately be upgraded to so to get the benefit of FASTER Web's enhancements. The FASTER Web Upgrade & Support fee will be due upon software delivery of FASTER Web. Any months remaining on FASTER Win support will be deducted from this fee. After the first year, support costs will increase at 3% annually.	$48,822
	Upgrades, Maintenance & Support Subtotal	**$48,822**

Hosting

1	This will include one FASTER Web instance with a single Database. Back Ups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, off-site location Terms & Conditions: Hosting shall have a term of one year, and the term shall commence upon installation of FASTER Web Software. The below fee for Upgrades, Support & Hosting will be due upon purchase of FASTER Web Software. (Note the separate line-item-cost for hosting is provided below to show the actual cost for hosting services. Hosting is invoiced on an annual basis in a combined invoice that includes Upgrade, Support & Hosting costs.) There will be a 3% annual increase for Upgrades, Support & Hosting at each 1-year anniversary. (If the Customer has less expensive cloud hosting available, the Customer has the freedom to host FASTER Web at any third-party host they may choose. Should the Customer choose to host with a provider other than FASTER, the below charge will not apply.)	$25,000
1	Add another instance of the FASTER Web application to the above noted virtual application server for the purpose of testing (sandbox) and/or development only. Add another database instance on the above database server for the purpose of testing (sandbox) and/or development only. This added cost includes an added FASTER Web license for the above purpose only. This added FASTER Web application will be deployed to the same application virtual machine noted above that hosts the production FASTER Web application. And this added FASTER Web database will be deployed as another instance to the above noted dedicated database server on which the production database resides. Notes: Should the Customer opt to host the test/sandbox environment in its data center or with another third-party hosting provider, this cost will not apply, but a $2,000 annual license/support cost will apply for the 2nd FASTER Web license. Should the Customer desire to have a separate, dedicated app virtual machine to host FASTER Web for testing or development, the added cost will be $3,750 annually.	$3,335
1	A separate, dedicated app virtual machine to host FASTER Web for testing or development, the added cost will be $3,750 annually.	$3,750

1	Database Access via SQL Server Management Studio (SSMS): This cost provides the Customer access to its database for the purpose of running scripts, deploying stored procedures, etc. This will permit FASTER to provide the Customer remote access to SQL Server Management Studio (SSMS) to directly access the database. (Backup and offsite storage of backup files for disaster recovery are still handled by FASTER's hosting provider, Flexential).	$12,000
Hosting Subtotal		**$44,085**
Year one Upgrades & Support and Hosting Total		**$92,907**
Software, Services, Upgrades & Support, and Hosting Total Not To Exceed		**$425,198**

Payment Schedule By Milestone	
Milestone	**Amount Due**
Upon Allocation of Hardware in the Datacenter: Upgrades & Support is Due	$48,822
Upon Allocation of Hardware in the Datacenter: Hosting is Due	$45,085
30% of Software & Services Due Upon Purchase Confirmation	$99,387
30% of Software & Services Due Upon COTS Software Delivery	$99,387
20% of Software & Services Due Upon COTS System Overview	$66,259
20% of Software & Services Due Upon Delivery of Converted Data and Go Live	$66,258
Total	**$425,198**

Annual Upgrades & Support and Hosting per Year			
	Upgrades & Support	**Hosting**	**Total**
Year 1	$48,822	$44,085	$92,907
Year 2	$50,287	$45,408	$95,695
Year 3	$51,795	$46,770	$98,565
Year 4	$53,349	$48,173	$101,522
Total	$204,253	$184,436	$388,689

Migration Data Conversion Product

After you have completed your data cleanup, it is important that you consider additional data preparation tasks and information that will aid you in preparing *FASTER* Win data to migrate effectively to a more robust and more structured *FASTER* Web database (DB) structure. Below is detailed information.

After you deliver your clean *FASTER* Win database, *FASTER* begins the migration process. After this point you will NOT be able to change data in the *FASTER* Win DB (other than daily transactions). Therefore, NO cleanup can be done after this point. So be sure all your data cleanup and prep is done prior to uploading your *FASTER* Win database to *FASTER.*

The migration process begins by *FASTER* creating and testing a test *FASTER* Web DB. This test migration DB is called a soft go-live DB. You will be provided this soft go-live DB for review and approval. Later, one week prior to go-live you will be able to provide to *FASTER* another *FASTER* Win DB so new transaction data can be included in the final go-live DB.

Important Notes:
Once *FASTER* begins the migration work, you cannot do data cleanup or change data in

your *FASTER* Win DB in any way other than to add transactions. If you do, you will risk your migration project timeline and could cause corruption or bad data or cause your organization to spend a great deal of time reversing those entries or create added cost.

There is currently a migration path from 5.69BR2 and above to *FASTER* Web. If you have a version of *FASTER* Win that is prior to 5.69BR2, you will need to upgrade to the latest version of *FASTER* in order to migrate to *FASTER* Web.

Data that Will Migrate

The Migration Data Conversion Product is used for migrating data from COTS *FASTER* Win to *FASTER* Web. It does not include migrating data that relates or is the result of a use of *FASTER* Win Add-Ons unless specifically noted. For example, Item 2 below identifies that if you have the graphics add-on, then all your graphics will be brought over with the migration.

A Migration Data Conversion does not migrate data that is uniquely associated with the customizations you have. This will need to be addressed separately and potentially at an additional cost for a custom migration.

Below is a specific list of the categories of data that will be migrated during the Migration Data Conversion:

1. Equipment Inventory
  • Birth Certificate
  • Acquisition and Disposal
  • Vehicle Replacement
  • Warranty Records
  • Preventative Maintenance
  • History (Is regenerated post migration based on successfully migrated data)
  • User Reference
2. Graphics (Attachments) and Notes
3. Parts Inventory
  • Birth Certificate
  • Warranty Records
  • Parts History (Is Regenerated Post Migration Based on Successfully Migrated Data)
  • Order Receipts
    - Parts Processing: Credits
  • Transfers (Including Returns to Vendor)
  • Interchangeable Part Numbers - IPN
  • Vendors & Purchase Orders
  • Parts Lists
4. Repair Types/Codes
5. Work Orders/Independent Parts/Deferred Repairs
  • Transactional Detail
  • Meter History
  • Indirect Labor
    - Deferred Repairs
  • Task Lists
6. Operational Cost/Fuel
  • Transactional Detail
7. Equipment Templates

8. Billing History

FASTER Web Handles Data Differently

FASTER Web is a separate, distinct product from *FASTER* Win. It was designed to provide the best practices for a fleet's future needs. This means that some of the fields, forms, and processes of *FASTER* Win have been modified or changed. Instead of building *FASTER* Web to be similar to *FASTER* Win, we felt that building the best product (even if it deviated from *FASTER* Win) is what our customers needed. Therefore, please review the *FASTER* Web product and make sure that you are comfortable with the fact that some fields, forms, and processes are different. Below is a summary of some of those differences:

Field Names

Some Field Names have shifted in *FASTER* web. A few examples of this include:

- Company changes to Organization
- Independent Issue changes to Direct Charge
- Equipment changes to Asset
- Table Look Up to Fields

Along these lines, the field names and data elements within are not identical between the two systems.

Applets No Longer Standalone

In *FASTER* Web, Applets have been consolidated into modules that represent roles. For instance:

- Work Order, Independent Parts Issue, Shop Floor Manager, Task Lists, and Indirect Labor Editor. These applets are in the Maintenance Module of *FASTER* Web.
- Part Inventory, Part Processing, Key Change and Parts Lists. These applets are in the Parts Module of *FASTER* Web.
- Equipment Inventory, Equipment Template, Equipment Ownership, Warranty Tracking, and Key Change. These applets are in the Assets Module of *FASTER* Web.

Process Changes

- Budget account codes are required in FASTER Web to process all purchases. If account code usage was turned on in Win these codes are consolidated into a single migration code.
- *FASTER* Web does not support Last Receipt. Your costing method will be converted to Moving Average.
- Table codes are now called Fields and have had their descriptions extended in length.
- *FASTER* Win Table Lookups included two fields, both a field for Code and a field for Description. In *FASTER* Web some Table Look Ups only have a description because a Code and a Description were redundant. Some examples of this would be Color, Make, and Model. In some cases the data migration will append the WIN code and description into the WEB description.
- Field relabeling functionality is limited to specific fields in *FASTER* Web; however, the relabeled fields will carry through to the Reports and other Modules.
- Credits are no longer applied directly to a work order. They are added as a Billing

Adjustment that shows on the work order print out.
- Lifetime Warranty cycle type 'L' will be migrated to *FASTER* Web as a warranty with a cycle type of 'Y' for Years and the Cycle Length in *FASTER* Win will be migrated over directly to *FASTER* Web's cycle length.
- Work Order Other Cost no longer requires a Repair Type. Therefore, the Asset History totals in Web do not consider the Repair Reason code from Win. All Work Order Costs are now displayed in the 'Other Cost' column in Web.
- *FASTER* Web does not provide batch entry functionality for work order related data.
- Since *FASTER* Web is a browser-based product you do not need to use a keyboard on a handheld scanner or a PDA. You can use the following to satisfy the need for manual data input while doing receiving, issuing, or inventory:
  1. A notebook computer running a compatible browser or a tablet running a compatible browser with a wireless card.
  2. A wireless network in your parts room.
  3. If you have the above, you can take your notebook or tablet with you when you do receiving, issuing, or inventory. You can enter directly into the notebook's or tablet's keyboard the quantity in real-time in *FASTER* Web. Therefore, when you buy a barcode scanner you can buy the less expensive scanner that does not have a keyboard.

New Processes Supported in *FASTER* Web
- Ability to have multiple contacts per asset in *FASTER* Web.
- Ability to have multiple standard specification types for the same asset in *FASTER* Web.
- Auto work order notification email for multiple statuses is available in *FASTER* Web.
  - Auto Shop Charges for multiple costs is available in *FASTER* Web.
- Ability to plan for acquisition in *FASTER* Web.
- Core tracking & returns functionality is available in *FASTER* Web.
- Two-step part transfer audit trail in *FASTER* Web.
- User required to validate meter readings before processing fuel in *FASTER* Web.
- Close out process for asset inventory counts in *FASTER* Web.
- Ability to use P-card(procurement cards) in *FASTER* Web.
- Ancillary PM, inspections, and renewals are tracked as Scheduled Actions in *FASTER* Web.

Data Not Migrated

A Migration Data Conversion does not migrate data that is uniquely associated with any customization you may have. This will need to be addressed separately and potentially at an additional cost for a custom migration. The data outlined below will NOT be migrated from *FASTER* Win to *FASTER* Web; But Functionality Is Available in *FASTER* Web.

Data Not Migrated But Functionality Is Available in *FASTER* Web
- Title Sets
- Equipment Account (EA Account)
- Billing Account (VBA Codes)
- Flat Rates
- Warranty Claims Tracking
- Backorders (only fully received orders are migrated)
- WRR (E-request repair requests from *FASTER* service center)
- RLS (Repair Labor Standard)
- Vendor Contact Cell Phone field
- F-Audit components: physical count adjustment, deleted orders, adjusted quantity, adjusted cost

- Dashboard KPI views and individual settings

Data Not Migrated And Functionality Is Not Available in *FASTER* Web
The below listed data is not migrated. And *FASTER* Web does not include the below features
or functionality. Due to *FASTER* Web's improved design, some of this functionality is
not necessary.

- Tank Inventory
- PM Scheduler Templates
- EOM History
- Work order estimates
- Quick buttons
- Work Order User Reference
- Max Issue from Parts
- EOQ, ABC, UCC
- Any customer created custom table codes (existing code will not be migrated & creating
   new ones is not supported in *FASTER* Web)
  - If you had *FASTER* develop any type of customization, usually financial, part of that
    development often included custom table codes that were used to identify customer
    specific data. These custom table codes are not migrated.

Radio Assets Management

If you are using *FASTER* Win to manage radio assets, you are likely managing radio assets as
a child asset of the fleet asset. While *FASTER* Web will provide the opportunity to manage
radio can do it differently than in *FASTER* Win. Therefore, just as you customized *FASTER* Win
to manage radio assets, you will want to customize *FASTER* Web to take advantage of its
unique qualities. If you choose to manage radios separately from assets, this will likely require
a second database and a second migration. This will be an added cost and is not part of the
FASTER Win to *FASTER* Web migration. Please discuss your needs with us.

Facilities Management

If you are using *FASTER* Win to manage facilities, there are some fundamental differences
in the way you would manage facilities in *FASTER* Web. In general, you will find *FASTER* Web
more robust. But in *FASTER* Web you will likely want to maximize your productivity by
managing Facilities data in a separate DB from Fleet data. This requires a separate instance
of *FASTER* Web (a second install of the *FASTER* Web application and a separate DB). And that
does mean there is a higher cost. While you can avoid this added cost of a second Facilitates
DB and instance by putting your Facilitates data in the same DB as your Fleet data; you will
lose the ability to customize Facilitates separate from Fleet data.

If you want Facilities data migrated from a Company in a *FASTER* Win DB to a *FASTER*
Web DB, there will be the extra cost of a custom migration. This is not part of the *FASTER* Win
to *FASTER* Web migration. Please discuss your needs with us.

1. Project Scope – Commercial-Off-The-Shelf and Custom Deliverables:

    FASTER shall provide to the Customer any and all products licenses and or services listed referenced mentioned and or enumerated on pages 1-13 of this document.

    a.   Definition of a Commercial-Off-The-Shelf (COTS) System:

    This SOW may have custom work product, which is distinct and separate from the COTS software. Custom work, if any, will be listed in Schedule A. There are also several COTS software products that are licensed separately (*FASTER* Web, MotorPool, Dashboard, Standard Fuel Import, Barcode, etc.). Therefore, if the product is not specifically listed in Schedule A, no license rights are conveyed. As *FASTER* Web is a COTS system, the underlying software consists of standardized programs (i.e., pre-built). As such, this Agreement takes precedent over any other agreement between *FASTER* and Customer.

    The *COTS* software undergoes its own development cycle separately and distinctly from the implementation process. This means that no requirements gathering; requirements and design approval, gap analysis, testing and development work is done on *FASTER* COTS Software in conjunction with this Agreement. However, custom development and testing will be done in conjunction with the custom work noted in Schedule A.

    Whatever COTS software, custom work and converted data are listed in Schedule A as work product, will be deployed together to form a "Soft Go-Live" instance. If there is additional work product that is to be delivered separately (after the initial Go-Live) that will be specifically listed in Schedule A. The Soft Go-Live instance is tested in the *FASTER data center* and then deployed to the Customer's single environment that serves as the Customer's test environment during the implementation and will become the production environment upon Go-Live. This permits the Customer to perform whatever tests it deems necessary in the later environment to which it will have access. The Customer having one environment through the life of the implementation that will be promoted to production is a critical aspect of quality control that is a distinctly important part of the *FASTER* COTS implementation process. Any deviation from this may lead to additional cost. This process also reduces Customer IT expenses.

    While custom work product (if any) is built to specific customer-identified specifications, the nature of COTS software requires that *FASTER* will not provide custom modification, code changes or database structure changes to any COTS software since this could adversely affect other customers. *FASTER* does enhance the COTS software as part of its normal life cycle based on customer input from its more than 370 customers, market research and on-staff fleet professionals.

    b.   Integrations & Business Intelligence Work Approvals & Testing:

    This work represents integrations and business intelligence for which the Customer has provided specifications. The following process will be followed to ensure that reliable work is delivered as part of the implementation:

    If the Customer has opted in the SOW to use an existing document or file (such as an existing report) as a template for the work to be done, in order to avoid the cost and time involved in the creation of written requirements, there will not be a requirement approval process outside of what is documented in the SOW.

    Or if the SOW calls for requirements to be documented during the implementation: After the Customer provides the following documentation, *FASTER* will create an extensive Requirements Document for the Customer to approve. This document will enable the Customer to have certainty about what it requires for a successful customization.

    Documents to be provided by Customer:

    · In the case of a Custom Report, a mockup in Excel or similar table.
    · In the case of an Integration, a Data Flow Map which will show the data the Customer wants to import and/or export.
    · A written summary of:

o Execution of the integration: How should the integration be executed? For example, would it need to be run manually or scheduled to run automatically.

o User Interface: Will a user interface be needed? If so, what are the key elements needed in the user interface?

o Error Handling: How should errors be logged? Are there any specific errors or failures that could occur that would need the integration to notify the Customer about?

o Special Considerations: Are there any additional business rules or special considerations that the Customer could not show in the data map that the integration needs to meet?

After receipt of the above, *FASTER* will create a Requirements Document for the Customer's approval. Once the Customer approves the Requirements, *FASTER* will begin and complete development and testing. And then the custom work product will be delivered with the COTS components in the form of the Soft Go-Live noted above.

The Customer may choose to do whatever testing it deems necessary on the custom work during the implementation in the Customer's implementation environment (more below related to environments). Those testing costs will be borne by the Customer and administered by the Customer. *FASTER* will provide to the Customer any and all of the test cases which *FASTER* has already performed during its testing free of charge to use at the Customer's expense.

c.   COTS Software Approvals & Testing:

As a result of the nature of a COTS system, the implementation of the COTS software components will not require the Customer or *FASTER* to do test plan approvals, requirements documentation approvals, gap analysis or gap analysis approvals.

The Customer may choose to do whatever testing it deems necessary on the COTS software components during the implementation in the Customer's implementation environment (more below related to environments). Those testing costs will be borne by the Customer and administered by the Customer. *FASTER* will provide to the Customer any of the 50,000+ test cases which *FASTER* has already performed during its normal COTS release cycle free of charge to use at the Customer's expense.

d.   Data Conversion Testing:

If noted in Schedule-A, *FASTER* will perform data conversion services: If data conversion services are provided, *FASTER* will perform data validation testing that validates the accuracy of the data *FASTER* loads into the Customer's *FASTER* Web database against the data provided by the Customer and confirms the Customer's data in the *FASTER* Web database meets the business rules of *FASTER* . Once *FASTER* has completed data validation testing internally, *FASTER* will provide the Customer a Soft Go-Live copy of the database that contains the data *FASTER* loaded. The Customer can then perform whatever due diligence it deems necessary to validate this data in the Customer's implementation environment. If the Customer chooses it can redundantly perform some or all of the same Data Validation tests cases *FASTER* performed. *FASTER* will provide data validation test cases for the Customer to use free of charge. All Customer data testing will be performed by the Customer at the Customer's expense. Any data defects the Customer finds and reports during its implementation testing that is found to be the result of *FASTER's* work will be corrected by *FASTER* .

2.   Restrictions on Customer Use:

The computer programs and other items supplied by FASTER hereunder are for the sole use of Customer and Customer's employees/agents.

a.   Competitive Uses: Customer agrees that while this Agreement is in effect or while it has custody or possession of any property of *FASTER* , it will not directly or indirectly lease, license, sell, offer, negotiate, or contract to provide any software similar to that supplied hereunder to any third party, but this clause shall not be construed to prohibit Customer from acquiring, for its own use, software from third parties. Customer agrees that while this Agreement is in effect, or while it has custody or possession of any property of *FASTER* , it will not:

1. Copy or duplicate, or permit anyone else to copy or duplicate, any physical or electronic version of the programs, databases, documentation, or information furnished by *FASTER* .

2. Create or attempt to create, or permit others to create or attempt to create, by reverse engineering or object program or otherwise, the source programs, or any part thereof, from the object program or from other information made available under this Agreement or otherwise, (whether oral, written, tangible, or intangible). Customer may copy for its own use, and at its own expense, documentation and any other materials provided by *FASTER* .

3. Modify or permit others to modify the system's database structure. Any such modifications may void *FASTER's* warranties and *FASTER's* obligation to provide Software Upgrades and Support pursuant to Schedule B.

b. Demonstrations. Due to the proprietary nature of *FASTER* 's Fleet Management System, Customer agrees not to demonstrate or show this system to any competitors, or consultants that work with competitors, of *FASTER* .

Software License

1. Perpetual License:

FASTER grants to Customer a perpetual, non-exclusive, non-transferable license to use the *FASTER* software specified in Schedule A in accordance with the terms of this Agreement.

2. Environment:

Customer understands that it may use *FASTER* 's proprietary software in a single environment. In this Agreement an "environment" is defined as a single installation (instance) of the *FASTER* application and one *FASTER* database. *FASTER* publishes specifications for each release of the product. Therefore, the first use of a version of *FASTER* and each subsequent upgrade to a newer version requires that Customer's environment comply with the minimum published specifications. Failure to meet the minimum specification puts Customer's operation at risk and may lead to *FASTER* being unable to provide support until Customer's environment complies with the published specification.

a. SINGLE *FASTER* TEST/PRODUCTION ENVIRONMENT: In order to minimize costs, as well as control quality and reduce risk, there will only be one environment through the implementation process. This environment, upon installation and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon restoring a final Go-Live database, this test environment will then be promoted to become the production environment.

b. TEMPORARY POST-GO-LIVE TEST ENVIRONMENT: (The following only applies if the Customer is hosting *FASTER* . This does not apply if *FASTER* is hosting the environment.) After Go-Live of the *FASTER* system, this Agreement permits Customer to stand up a temporary test environment on its premises, limited to the following circumstances: Testing a new version of *FASTER* ; Testing the delivery by *FASTER* of any custom deliverables built by *FASTER* ; Testing upgrades and/or patches Customer performs on Customer's server operating system, or database patches or upgrades; or, if Customer is replacing server hardware. This test environment can be stood up 30-days prior to any of the above-identified testing and must be turned off or deleted within 45-days after any of the above is complete.

c. OTHER TEST OR DEVELOPMENT ENVIRONMENT/S: Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with payment of an additional license fee and an annual support fee.

3. Copies, Backups & Catastrophic Fail-Over:

Customer understands that it is able to make regular backups of all programs and data and clone, copy or maintain a mirror image of the production environment for catastrophic fail over. This includes the use of virtual machine cloning. (Does not apply for *FASTER* -hosted customers.)

4. Software Modifications:

Customer may not modify the *FASTER* software, including, but not limited to, reverse engineering of any component of the *FASTER* system in order to perform any such modifications. Should Customer violate this provision, all warranties associated with the *FASTER* system are null and void.

Hosting & Hosting Service Level Agreement (SLA)

1. Environment:

Single Environment: Customer understands that, unless the Customer subscribes to additional environments, it will access FASTER's proprietary software in a single environment with one instance of the software and one database. Therefore, in this Agreement, an "environment" is defined as "a single install or instance of the FASTER application and a single FASTER database."

Test/Production Environment: In order to minimize Customer's and FASTER's IT costs, as well as to control quality and reduce risk, Customer will have only one environment through the implementation process. This environment, upon deployment and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon restoring a final Go-Live database, this same test environment will then become the production environment.

Additional Environments: Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with payment of an additional annual subscription fee.

2. Administration:

FASTER will issue to Customer's designated "Administrator" an individual logon identifier and password ("Administrator's Logon") for purposes of the Customer administering the Services. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules/permissions that control each such Authorized User's access to the Services. Customer shall use commercially reasonable efforts to ensure that each Authorized User will: (a) Use a logon identifier to access all areas of the system and not allow the system to be accessed without a logon identifier; (b) not disclose his/her logon identifier to any person or entity; (c) not permit any other person or entity to use his/her logon identifier and (d) use the Services solely in accordance with the terms and conditions of this Agreement.

3. Database Backup

An incremental backup of the database to a local drive will occur daily. And a full backup will occur weekly. The weekly full backup will be stored offsite.

4. Database Rights and Access:

4.1 Data Rights: Customer maintains full rights to its data contained in the database upon termination of this Agreement.

4.2 Access to Database: Unless the Customer purchases the optional "Database Access," the Customer will not have access to the database or database server. However, the Customer will have access to download a copy of the database backup file on a regular basis. In addition, through the user interface of FASTER Web the Customer will have access to the Business Intelligence built into FASTER Web to search data, run reports and view data in dashboards.

In other words, this means that unless you purchase the optional "Database Access," which is at an added cost, there will NOT be the ability to run queries against the database or access the database directly in any way. As noted above, you can still get copies of the database backup file.

5. Hosting Service Level Agreement:

5.1 Availability: FASTER shall maintain a data center adequate to support Services to Customer twenty-four (24) hour per day, seven (7) days per week (excluding scheduled maintenance) with service availability of not less than 99.9% (the "Service Level Commitment") calculated as specified below. (99.999% guaranteed up-time is available through a mirrored replication to a fail-over, co-location at an extra cost.)

5.1.1 Formula. The Service will, subject to the exceptions listed below, be available for a percentage of each calendar month at least equal to the Service Level Commitment. The availability of the Service for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where: Total minutes in the month = TMM

Total minutes in the month the Service is unavailable = TMU

And: $((TMM-TMU) \times 100)/TMM = Availability$

5.1.2 For purposes of this calculation, the Service will be deemed to be unavailable if Service application functions do not successfully complete. Further, the Service will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Sections 5.1.3 and 5.1.4 below. FASTER's records and data will be the sole basis for all SLA calculations and determinations.

5.1.3 Exceptions: (a). Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage. (b). The Service will not be considered to be Unavailable for any outage that results from any maintenance performed by FASTER of which Customer is notified 48 hours in advance and to which Customer does not reasonably object during the standard FASTER implementation window(s) agreed upon by FASTER and Customer during Customer's implementation period. (c). Errors or issues created by the Customer will not be considered. (d). Should the Customer opt to purchase for an added cost access to the database, FASTER is not accountable for disruptions caused by the Customer's actions related to the database.

5.1.4 The FASTER Network extends to, includes and terminates at the data center located router that provides the outside interface of each of FASTER's WAN connections to its backbone providers (referred to herein as the "FASTER Network"). The Service will not be considered Unavailable for any outage unavailability of the Service due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents, (b) failures of Internet backbone itself and the third-party network by which Customer connects to the Internet backbone or any other network unavailability outside of the FASTER Network; (c) delays or failures due to circumstances beyond FASTER's reasonable control that could not be avoided by its exercise of due care; or (d) any other outage or downtime outside the FASTER Network.

5.2 Remedies: Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.

5.2.1 If the total Availability (as calculated in Section 5.1 above) for a given month is (a) below the Service Level Commitment and greater than or equal to 99.5%, Customer will receive three (3) Service Credits; (b) below 99.5% and greater than or equal to 99.0%, Customer will receive ten (10) Service Credits; and (c) below 99.0%, Customer will receive fifteen (15) Service Credits. Notwithstanding the foregoing and in lieu of the preceding Service Credits, any continuous outage of more than twenty-four (24) hours shall automatically result in a total of one month's value of Service Credits. If Service Level Commitment is not met for a second time in a thirty (30)-day period, then Customer shall be entitled to receive at Customer's election, either (i) another month's value of Service Credits, or (ii) the right to terminate this Hosting & Hosting Service Level Agreement.

5.2.2 For purposes of this SLA, a Service Credit will be deemed to be an amount equal 1/30th of the monthly fee for the hosting to the affected customers of the Services (herein referred to as "Service Credit"). Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All service credits will be calculated assuming a 30-day month. Except as provided above in Section 5.2.1 of this SLA, Customer's right to receive service credit(s) will be Customer's exclusive remedy for FASTER's failure to satisfy the Service Level Commitment.

5.2.3 Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is in breach of its payment obligations either when the outage occurs or when the credit would otherwise be issued.

5.3 Term: The term for hosting shall commence upon allocation of hardware in the data center, and shall terminate absolutely and without further obligation on the part of the County after twelve months.

5.4. Performance: Customer understands that performance of the FASTER system is dependent on multiple factors. For example, Customer approved users can only access the system with a PC that meets the minimum client specifications provided by FASTER. Customer may need to request its IT Department increase bandwidth and/or improve network connections in order to improve performance. Also, Customer understands that system performance is affected by variables that FASTER cannot fully control, such as user habits, number of simultaneous users and database size.

5.5.   Software Upgrades:

a. All software from FASTER requires that the Software Upgrades & Support Agreement be renewed annually by Customer. Software Upgrades & Support provides the following upgrade benefits:

i. Upgrades for the Core COTS Product: Each new version release of the specific "Core COTS Product," which are included under this Agreement, are provided at no added cost to Customer. As long as Software Upgrades & Support is maintained, Customer is entitled to new version releases of the FASTER product included under this Agreement. Further, as long as Customer is hosting in *FASTER's* third-party datacenter, *FASTER* will perform all software upgrades.

ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of the Core COTS Product as long as Customer continues to renew Software Upgrades & Support. And as long as Customer remains current on Software Upgrades and Support, the Customer may license additional add-ons.

Priority	Definition	Response	Resolution SLA
Critical	Software is inoperable for a significant number of Client users.	Client is contacted within 1 hour.	Within 1 business day or an agreed upon due date and time.
High	Issue affects daily processing or day-to-day functions of the Client. Issue affects a large group of Client users.	Client is contacted within 1 hour.	Within 2-5 business days or an agreed upon due date.
Medium	Issue affects a small group of users and does not affect day-to-day processing.	Client is contacted within 1 hour.	Within 4 – 10 business days, or an agreed upon due date.
Non-Critical	Issue affects 1 Client user and is non-critical to daily processing.	Client is contacted within 1 hour.	Typically 6+ business days from reported problem, or an agreed upon due date.

AGREED TO:

DeKalb County: TT FASTER LLC dba FASTER Asset Solutions

By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____