

**CITY CLERK
ORIGINAL**

**TAX MANTRA MASTER SERVICES
AGREEMENT**

BETWEEN

TATA AMERICA INTERNATIONAL CORPORATION

**OPERATING AS TCS AMERICA
[Collectively, "Company"]**

AND

**CITY OF GLENDALE, ARIZONA
["City"]**

EFFECTIVE AS OF

November 11th, 2009



TAX MANTRA MASTER SERVICES AGREEMENT

THIS TAX MANTRA MASTER SERVICES AGREEMENT (“**Agreement**”) is entered into and effective as of November ___, 2009 (“**Effective Date**”) by and between the City of Glendale, Arizona, an Arizona municipal corporation (“**City**”), and Tata America International Corporation, operating as TCS America, a New York corporation, with its offices located at 101 Park Avenue, New York, New York 10178, representing itself and its corporate parent Tata Consultancy Services Limited, a company registered under the laws of the Republic of India, having its principal offices at Air India Building, 11th Floor, Nariman Point, Mumbai 400 021, India (“**Company**”). City and Company are individually referred to as a (“**Party**”) and collectively as (“**Parties**”) throughout this Agreement, and the words Party and Parties shall be construed accordingly.

I. RECITALS

WHEREAS, in May 2009, City issued Request for Proposal (“**RFP**”) No. 09-15-Revised for a Tax and License Information System (TALIS) to replace its existing Tax License Revenue (TLR) System; and

WHEREAS, on June 4, 2009, Company submitted its proposal (“**Proposal**”) to the City for the TALIS project as described in RFP No. 09-15-Revised; and

WHEREAS, with approval of its City Council, City has selected Company to provide City with the TCS TAX MANTRA Software solution to replace City’s tax and license information system; and

WHEREAS, Company and City are Parties to the certain TAX MANTRA Software License Agreement (“**License Agreement**”) dated the Effective Date of this Agreement, pursuant to which Company has granted license to City for Company’s Licensed Software and other Licensed Material on the terms and conditions set forth in the License Agreement; and

WHEREAS, City desires to obtain from Company, and Company is willing to provide to City, professional services for all customization, development, implementation, training, maintenance and support services relating to City’s implementation of Licensed Software and other licensed material upon the terms and conditions set forth in this Agreement and the other Contract Documents.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

A handwritten signature in blue ink is written over a circular stamp. The stamp contains the text "TCS" at the top, "Mumbai" on the right, and "Legal Dept" at the bottom. The signature is a stylized, cursive letter "W".

II. AGREEMENT

1. DEFINITIONS.

1.1 Capitalized terms used in this Agreement which are not specifically defined in this Agreement but defined in the License shall have the meaning given in the License. In addition, the following capitalized terms shall have the meaning set forth below for all purposes of this Agreement:

(a) “**Acceptance**” shall mean, with respect to any Company Deliverables, the acceptance of such Company Deliverables by City as being in compliance with the applicable Acceptance Criteria as determined in accordance with the Acceptance Tests and in accordance with Article 3.

(b) “**Acceptance Criteria**” shall mean, as applicable, the acceptance criteria mutually agreed to between the Company and City in the Statement of Work applicable to the Company Deliverables to which such criteria relate.

(c) “**Acceptance Tests**” shall mean the procedure for determining Acceptance of applicable Company Deliverables as set out in Article 3 of the Agreement and the applicable Statement of Work.

(d) “**Agreement**” shall mean this Agreement including all Schedules attached hereto, all Statements of Work and attachments and exhibits to such Statements of Work. Agreement will also include Contract Documents as and to the extent they are relevant to the Statement of Work.

(e) “**Contract Documents**” shall mean the Parties’ TAX MANTRA Software License Agreement, Company’s Proposal for Tax and License Information System dated June 4, 2009, and City’s RFP No. 09-15-Revised.

(f) “**Documentation**” shall mean the User Manual, Installation Manual, Training Manual and any additional documentation that is described in the Initial Statement of Work or otherwise agreed and identified in any Statement of Work (“SOW”) executed pursuant to this Agreement.

(g) “**Initial Statement of Work**” shall mean the Statement of Work attached in Schedule A hereto, for the Services to be provided by Company in connection with delivery, installation, implementation, customization and testing of Company’s Licensed



Software as customized in accordance with the Specifications and requirements set forth in the Contract Documents.

(h) **“Maintenance Fees”** shall mean the costs associated with the levels of support specified in Appendix E – Project Cost of the Initial Statement of Work and the Support Plan for Annual Maintenance Contract for City of Glendale (Schedule B).

(i) **“Maintenance Period”** shall mean the annual period during which Company is required to provide the Maintenance Services to City under this Agreement.

(j) **“Maintenance Services”** shall mean the maintenance and support services described in the Support Plan for Annual Maintenance Contract for the City of Glendale attached in Schedule B hereto.

(k) **“Project”** shall mean a project for the performance of Services and delivery of Company Deliverables as described in an applicable Statement of Work under this Agreement (including any schedule, exhibit or appendices to the Statement of Work, whether now existing or subsequently executed by the Parties), and shall include those Statement of Work for Services relating to enhancement, implementation, maintenance, and production support of the Licensed Material.

(l) **“Services”** shall mean professional services of the Company relating to enhancements, customization, implementation, testing support, or production support of Licensed Material, as more particularly described in each relevant Statement of Work. Services also includes Maintenance Services when the context so requires.

(m) **“Services Fee”** shall mean: (i) the fixed amount of fees set forth in a Statement of Work, where Services under such SOW are agreed by the Parties to be performed by Company on a fixed fee basis; and (ii) the amount of fees determined in accordance with the rates set forth in the applicable Statement of Work in all other cases.

(n) **“Specifications”** shall mean: (i) with respect to the Company Deliverables under the Initial Statement of Work, the functional and technical requirements identified in the Initial Statement of Work and Contract Documents; and (ii) with respect to any other Company Deliverables, the requirements identified in the applicable Statement of Work and Contract Documents; in each case as such requirements may be modified by mutual agreement of the Parties in accordance with the Change Control Procedure set forth in Section 2.2.



(o) “**Statement of Work**” or “**SOW**” means a work order or other similar document executed by the Parties pursuant to the terms of this Agreement.

(p) “**Warranty Period**” means: (i) with respect to Software Deliverables under the Initial Statement of Work, the period of one (1) year commencing on the date of final Acceptance; and (ii) with respect to any other Company Deliverable, the warranty period, if any, identified and agreed for such Company Deliverable under the applicable Statement of Work.

1.2 Interpretations.

(a) Where any payment falls due for payment on a non-Business Day, then payment shall be made by the paying Party on the next succeeding Business Day.

(b) Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi-government or local).

(c) The singular includes the plural and vice versa.

(d) A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, notated, supplemented or replaced from time to time providing they are amended, notated, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

(e) A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

(f) Reference to a Party includes that Party’s employees, agents or consultants.

(g) The term “or” shall include the conjugate form so that where appropriate, the use of the term “or” should be interpreted as “and/or.”

1.3 Recitals and Priority of Contract Documents. The Recitals set forth above, the Initial Statement of Work and attachments and exhibits thereto, the Support Plan for Annual



Maintenance Contract for City of Glendale, Company's Proposal for Tax and License Information Systems (dated June 4, 2009) and City's RFP No. 09-15-Revised are fully incorporated into this Agreement by this reference. In the event of any conflict among the Contract Documents, the documents comprising the Contract Documents will control in the following order:

(a) This Agreement and its schedules, exhibits and appendices, except that the provisions of the TAX MANTRA Software License Agreement shall prevail with respect to any matters relating to scope of license, ownership of Intellectual Property and Intellectual Property Rights, confidentiality obligations, limitation of liability and indemnification obligations.

(b) The Initial Statement of Work and all attachments and exhibits thereto.

(c) The Support Plan for Annual Maintenance Contract for City of Glendale and all attachments and exhibits thereto.

(d) TAX MANTRA Software License Agreement (other than as stated in 1.3.1).

(e) Company's Proposal (dated June 4, 2009) for Tax and License Information System.

(f) City's RFP No. 09-15-Revised.

1.3.7 The failure of this Agreement to include any reference to any matter contained in any other Contract Document shall not be deemed a conflict.

2. SERVICES.

2.1 Services Generally. Company and City agree that any Services related to the implementation as well as any additional services related to the Licensed Material as more particularly described in each relevant Statement of Work, will be provided by Company in accordance with the provisions set forth in this Article 2.

2.2 Change Control Procedure. The baseline for determining the applicability of the Change Control Procedure with respect to a Statement of Work shall be the scope and description of Services, Company Deliverables and Specifications (if applicable) as described in such Statement of Work. If City or Company makes any proposal for any change, alteration or



modification (a “**Change Request**”) of the agreed Specifications or scope of Services and Company Deliverables in a Statement of Work, as soon as practicable after Company’s receipt of a Change Request from City, or if Company on its own desires to propose a Change Request, Company shall prepare and submit to City a written change order proposal. Such change order proposal shall include terms and conditions proposed by Company in order to implement the Change Request as soon as reasonably practicable. Such terms and conditions shall include, without limitation, a description of the requested change (the “**Change**”) and an estimate of: (i) additional fees and Expenses payable by City to Company as a result of the implementation of the Change Request; and (ii) any expected impact, if any, the Change Request shall have on the Project schedule. On City’s written approval of the change order proposal, the approved change order proposal (“**Change Order**”) shall become effective, and Company shall take such steps as are necessary to implement the Change Order. No Change to this Agreement or a Statement of Work shall be binding on the Parties unless the Change is embodied in a written Change Order. Each of City and Company, acting reasonably, shall negotiate the terms and conditions of any Change Request with a view to reaching agreement on such terms and conditions and executing and delivering a Change Order as soon as practicable. Parties agree to use the change request form set forth in Appendix F to Schedule A hereto, for the Change Control Procedure described in this Section 2.2.

2.3 Executive Contact and Escalation Working Group. The City and Company shall each appoint an “Executive Contact” who shall be the person responsible for addressing relationship issues between the Parties and shall participate in the dispute resolution procedures described in Article 10. Each Executive Contact shall possess or be able to obtain the requisite corporate power and authority to negotiate, subject to the approval of the City Council or City Manager when required by law (e.g. contract amendment, disbursement of funds in excess of that previously authorized) and implement on behalf of the applicable Party, a settlement of any dispute between the Parties hereunder that is brought to its attention to resolve. The initial Executive Contact for City shall be Horatio Skeete, and the initial Executive Contact for Company shall be Ravi Nandivada, US Government Delivery Executive TCS. City and Company shall each have the right from time to time, and upon prior written notice to the other Party, to change their respective Executive Contact by written notice provided to the other Party. Representatives of the Parties filling the position of Executive Contact during the relevant period shall automatically become members of the Escalation Working Group. The Escalation Working Group shall consist of equal number of representatives from Company and City consisting of: (i) the Executive Contacts of the Parties; (ii) Susan Matousek, Diane Goke, and Diana Bundschuh of City; and (iii) Bob Carberry, Rohit Srivastava, and Atul Srivastava of Company. Each of



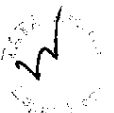
Company and City shall have the right from time to time upon a reasonable prior written notice to the other Party, to appoint a successor to its then current member(s) of the Escalation Working Group, provided that the replacement is of equal or higher rank. The Escalation Working Group will meet only as necessary to resolve disputes between both parties when such disputes cannot be mutually resolved between the Executive Contacts. Decisions shall be made by majority vote; provided, however, that such vote shall not be effective unless: (i) an equal number of voting committee members from each side are present in person or are participating by telephone or videoconference; or (ii) votes in favor or against constitute a majority of the votes of the total voting members of both Parties. Notwithstanding the foregoing, no decision of the Escalation Working Group will be effective to amend this Agreement unless embodied in a written amendment executed by the Parties in accordance with Section 12.5, or to effect any change that would be required to be embodied in a Change Request and Change Order under Section 2.2.

2.4 Project and Relationship Management.

(a) The Project Manager will be Company's principal representative in connection with the performance and management of the Services and delivery of the Company Deliverables under the relevant SOW. The Project Manager is authorized to act for and bind Company in all matters pertaining to the Services and Company Deliverables, except for amendments to this Agreement or the applicable Statement of Work, which must be signed by an authorized signatory of Company. Company will not change the Project Manager without City's prior written consent, such consent not to be unreasonably withheld, unless the Project Manager becomes unavailable due to death, disability, illness, termination of employment or other cause beyond Company's control.

(b) City, by prior written notice to Company, shall appoint a person as the Project Director in connection with the Initial Statement of Work and subsequent Statement(s) of Work. The Project Director is authorized to act for and bind City in all matters pertaining to this Agreement, except for amendments, which must be signed by an authorized signatory of City. City, by prior written notice to Company, may revoke any appointment made under this subsection 2.4(b) and appoint another person as the Project Director.

(c) The Project Manager and Project Director will organize and hold weekly meetings of the Project teams to review the progress of the Services, Company Deliverables and City Deliverables against the Project timeline, to discuss issues and challenges, and for such other purposes as the Project Manager and Project Director may



determine.

(d) The Company and City will each appoint a Relationship Manager who will be their respective primary contacts in managing the ongoing relationship under this Agreement. Each Party's Relationship Manager is authorized to act for and bind that Party in all matters pertaining to this Agreement, except for amendments, which must be signed by an authorized signatory of that Party. Company will not change its Relationship Manager without City's prior written consent, such consent not to be unreasonably withheld, unless the Party's Relationship Manager becomes unavailable due to death, disability, illness, termination of employment or other cause beyond the Party's control. City may change its Relationship Manager and will provide Company notice of the change.

2.5 Reports. Company will require its Project Manager to submit written reports on the progress of the Project (including with respect to the progress of the Company Deliverables and the identification of problems) to the Project Director on a weekly basis and other reports on such other matters as are determined by the Project Manager and Project Director at a mutually agreed-upon frequency. Company shall provide any additional reports that may be reasonably requested by City from time to time. The format and details to be included in such reports will be as specified by the Project Director, acting reasonably.

2.6 Company Facilities; Security Procedures.

(a) Company shall perform the Services from Company's facilities in India specified below ("**Offshore Locations**") except for those Services that it will perform onsite at City's locations as described in this Agreement. Company will not perform Services from any other location without first obtaining the written consent of City. Company is responsible for providing all required office space, equipment, and other facilities, reasonably necessary to perform the Services to be performed at Offshore Locations. City will be responsible to provide access to City technical environment relevant to the performance of the Services, such as documentation, data, information and computer programs, all access being restricted to the extent relevant to the Services to be performed by Company.

(b) Company will perform the Offshore Services at the following Offshore Location and reserves the right to change the Location upon prior written notice to the City:



TATA Consultancy Services Limited,
154 B, Block A,
Sector 63, Phase III,
Noida - 201301, UP
India

2.7 Use of City Facilities. With respect to those Services that Company proposes to perform onsite, Company shall perform such Services at City's facilities, 5850 W. Glendale Avenue, Glendale, AZ 85301, and such other City facilities that are specified by City and mutually agreed-to by the Parties ("**Onsite Services**"). With respect to Onsite Services, City shall be responsible to provide, at no cost to Company, an appropriate work environment including without limitation, office space, equipment, computer resources, facilities and communication facilities (phone, fax, internet access etc.) reasonably required for Company personnel to perform the onsite activity at City facilities. The foregoing shall be provided by City as reasonably necessary for the performance of the Services. City shall provide access to its premises and systems, during its normal business hours, as reasonably necessary for the Onsite Services being provided by Company. Company shall use City's facilities and resources solely for the purpose of performing Onsite Services for City. Company shall ensure that all Company Personnel comply with all of City's work environment regulations and security requirements.

2.8 Communication Link (FTP Access).

(a) City shall provide at its cost a communication link involving File Transfer Protocol ("**FTP**") access (including associated software and equipment) between City's designated location(s) and Company's Offshore Location for use by City, Company's onsite Personnel and Company's offshore Personnel solely in connection with the Services under this Agreement.

(b) Company will be responsible for complying with City's security standards provided to Company by City with respect to access to City's network, computer systems and data, and will implement adequate security measures to prevent unauthorized use or access to City's network, computer systems or data by Company's Personnel.

(c) Company will be required to notify City of the security measures taken to prevent unauthorized use or access to City's network, computer systems or data.

2.9 Company Personnel.

(a) The individuals assigned by Company to perform the Services



("Personnel") shall have appropriate technical and professional skills to enable them to perform their duties in a professional manner, consistent with generally accepted industry standards. The Personnel shall perform their assignments under the direction of the Company. Upon a request, the City may seek removal of any of the Personnel engaged for Onsite Services from performing the Services if any such personnel is found to have indulged in unacceptable conduct, and Company if satisfied with the reasons assigned to such request, shall make reasonable efforts to replace such individual within a reasonable time, with a person having appropriate technical and professional skills required to perform the Services.

(b) While at City's facilities, all Personnel assigned by Company to perform the Onsite Services shall strictly abide by all applicable rules, regulations, and policies concerning such matters as health, security, safety, conduct and workplace rules and requirements provided that Company is informed of such rules, regulations and policies.

(c) Security Measures. The parties acknowledge that security measures required in this Section are necessary in order to preserve and protect the public health, safety and welfare. In addition to the specific measures set forth below, Company shall take such other measures as it deems reasonable and necessary to further preserve and protect the public health, safety and welfare.

(d) Security Inquiries. Company acknowledges that all of the Personnel that it provides pursuant to this Agreement shall, at the request of the City, be subject to background and security checks and screening at City's cost ("Security Inquiries"). Company shall perform all such security inquiries and shall make the results available to the City for all Personnel considered for performing work (including supervision and oversight) under this Agreement. The City may make further security inquiries at their own cost. The Company agrees not to engage Personnel that do not successfully pass through the Security Inquiries, to render any Services to the City.

2.10 Third Party Components.

(a) The applicable Statement of Work (as the same may be amended during the term of such Statement of Work by mutual agreement of the Parties) shall specify any third party products or materials to be incorporated into any Company Deliverables ("Third Party Components"). Procurement, setting up and maintenance of Target Environment shall be the responsibility solely of the City. Notwithstanding the



foregoing, in the event that Company cannot at the time of the execution of the applicable Statement of Work determine whether any Third Party Component is required to be incorporated into a Company Deliverables, Company shall, as early as possible, but prior to the incorporation of any such Third Party Component into a Company Deliverable or other work product, notify City and obtain City's written approval for incorporation of such Third Party Component.

(b) Unless otherwise agreed in the Agreement or a Statement of Work, any and all consents and licenses required for use or incorporation of any Third Party Components shall be procured and provided by City with reasonable assistance from Company, at City's cost and expense.

2.11 City Personnel Availability. City will use reasonable efforts to ensure that appropriate City personnel are available as required to facilitate or enable Company's performance under this Agreement and applicable Statement of Work.

2.12 Delay Caused by City. Company shall not be responsible for any failure to meet the timetable and deadlines set out in the Statement of Work caused by anything done or failed to be done by City, and all dates by which Company is required to perform any obligation under the Statement of Work will be deemed to be changed to a subsequent date determined by the Parties, each acting reasonably and taking into account the availability of the required Company resources, and such change (including the additional cost, if any, payable by City as a result of such delay) shall be implemented pursuant to the Change Control Procedure in Section 2.2.

2.13 Maintenance Services.

(a) As long as this Agreement is in effect, Company will provide to City, and City will purchase from Company, Maintenance Services during the initial Maintenance Period commencing on the first day after the Warranty Period under the Initial Statement of Work and ending two (2) years thereafter (Year 1 and 2) and continuing for a further three (3) successive Maintenance Periods (Years 3-5), all as provided in the Support Plan for Annual Maintenance Contract for City of Glendale. Thereafter, City will have the option of purchasing Maintenance Services from Company for additional five (5) year Maintenance Periods in accordance with this Section 2.13.

(b) The fees for Maintenance Services ("**Maintenance Fees**") shall be as set forth in or calculated in accordance with the Support Plan for Annual Maintenance Contract for City of Glendale and the Initial Statement of Work. For each Maintenance



Period after the first five year optional Maintenance Period, such Maintenance may be continued by mutual consent, at a cost to be negotiated, and City may exercise its option to purchase an additional five (5) year Maintenance Services for that Maintenance Period by notice to Company any time prior to the commencement of that Maintenance Period. City and Company have listed in the Statement of Work at Section 12, the agreed to Maintenance Fees for the Initial Term of the Contract (seven (7) years), the first five (5) years optional Maintenance period, and any subsequent five (5) year option periods.

2.14 Additional Services. City may request Company to provide additional services relating to the Licensed Material. If such requests are made prior to final Acceptance of the Company Deliverables under the Initial Statement of Work, Company and City will mutually determine whether such request is a change in scope to be handled in accordance with Section 2.2 or whether such request should be handled as a separate project under a separate Statement of Work under this Agreement. If City makes any request for additional Services after the final Acceptance that are not part of the Services under the Initial Statement of Work or the Maintenance Services, including any City specific Enhancements of the Licensed Material, and unless otherwise agreed by City and Company, Company will provide such additional Services pursuant to a separate Statement of Work at the time and materials rate to be mutually agreed by the Parties.

3. COMPANY DELIVERABLES.

3.1 Delivery, Review and Acceptance of Non-Software Deliverables.

(a) The review and acceptance by City of the Company Deliverables that are not software (“**Non-Software Deliverables**” or “**NSD**”) identified in any Statement of Work shall be based upon whether or not they conform to the Specifications, if any, in the applicable Statement of Work (“**NSD Acceptance Criteria**”). Unless a different period is set forth in the applicable Statement of Work, City shall review each Non-Software Deliverable within five (5) Business Days after the delivery of the applicable Non-Software Deliverable (“**NSD Review and Testing Period**”). City will notify Company in writing if City reasonably determines that such Non-Software Deliverable does not conform to the NSD Acceptance Criteria (a “**NSD Non-Conformity**”) with reasonable details of such NSD Non-Conformity. Company shall correct the NSD Non-Conformity within fifteen (15) Business Days after Company’s receipt of such notification and shall provide City with the corrected Non-Software Deliverable, upon receipt of which the NSD Review and Testing Period will recommence and the foregoing



procedure shall apply to the corrected Non-Software Deliverable.

(b) City shall not be required to accept any Non-Software Deliverable unless Company has corrected all NSD Non-Conformities reported by City during the NSD Review and Testing Period. If City does not notify Company of a NSD Non-Conformity before the end of the initial NSD Review and Testing Period, or at the end of a further NSD Review and Testing Period after redelivery of the corrected Non-Software Deliverable, the Non-Software Deliverable shall be deemed accepted and signed-off. Complete or partial commencement of the processing of its operations by the City using all or part of the Non-Software Deliverable shall be deemed to be immediate acceptance of all the Deliverable.

3.2 Delivery, Review and Acceptance of Software Deliverables. City shall be responsible to set up and make available the computer equipment, software and system that conforms to the Target Environment and to provide all City Deliverables in accordance with the Project plan. Company shall deliver Company Deliverables that are software deliverables as identified in the applicable Statement of Work (“**Software Deliverables**” or “**SD**”) on suitable media and upon request by City shall reasonably assist City to install the Software Deliverables in the Target Environment. City shall be responsible to review and conduct acceptance testing prior to its acceptance of the Software Deliverables in accordance with Section 3.3. Company will provide assistance and support in installation and City’s review and acceptance testing as described in the applicable Acceptance Test Plan or in the Statement of Work.

3.3 Review and Testing of Software Deliverables. City shall provide the applicable test cases and test plan and test data to Company as per the Project plan. Upon completion and delivery of each Software Deliverable (the “**Commencement Date**”), City shall promptly begin its review and, if appropriate, test each Software Deliverable to determine whether it conforms to the Specifications or other mutually agreed acceptance criteria (the “**SD Acceptance Criteria**”). City shall promptly provide written acceptance of the Software Deliverable if City has not found any non-conformity of the Software Deliverable with the SD Acceptance Criteria during the SD Review and Testing Period. If City reasonably determines that the Software Deliverable has not met the SD Acceptance Criteria, City shall notify Company in writing of any such non-conformity (each, a “**SD Non-Conformity**”) within the period of time following the Commencement Date specified in the Project plan or, if no period is specified therein, within the thirty (30) days following the Commencement Date (the “**SD Review and Testing Period**”) along with reasonable details of the SD Non-Conformities.



3.4 Correction of SD Non-Conformities. Company shall promptly remedy each SD Non-Conformity that is reported by City in writing during the SD Review and Testing Period, as soon as possible but no later than the time as is specified in the Project plan or, if not specified therein, no later than thirty (30) days after Company's receipt of City's report identifying the SD Non-Conformity. Upon receipt by City of the corrected Software Deliverable to address the reported SD Non-Conformities, the SD Review and Testing Period will recommence and City shall review and, if appropriate, test the revised Software Deliverable in accordance with the provisions of Section 3.3.

3.5 Acceptance of Software Deliverables. Acceptance of a Software Deliverable shall be considered to have occurred when City provides written notification of acceptance during the SD Review and Testing Period or if City has not notified Company of any SD Non-Conformities during the SD Review and Testing Period. Complete or partial commencement of the processing of its operations by the City using all or part of the Software Deliverable shall be deemed to be immediate acceptance of all the Deliverable.

3.6 Alternate or Amended Acceptance Procedures. The Parties may, in respect of the Company Deliverables to be provided by Company under a Statement of Work, adopt alternate acceptance procedures or amend the acceptance procedures set out in this Article 3 in respect of those Company Deliverables by setting out such alternate acceptance procedures or amendments in the Statement of Work.

4. FEES, EXPENSES, TAXES, INVOICING AND PAYMENT.

4.1 Services Fee. City shall pay Company the Services Fee in accordance with the Fees set forth in the applicable Statement of Work for the Services under such Statement of Work and any Change Order applicable thereto.

4.2 Expenses. With respect to any Personnel assigned to work onsite at a City location, if such Personnel is required to travel outside the City of Glendale limits, City shall pay or reimburse Company for actual travel expenses reasonably incurred by the Personnel in connection with such travel; provided that such travel was approved in advance by the Project Director and expenses conform to City's travel expense guidelines.

4.3 Taxes. City shall be responsible for any sales, use, value added, excise, service or other similar taxes that may be imposed by any applicable taxing jurisdictions upon City or Company based on or measured by the Services or Company Deliverables provided to City hereunder or the Services Fee or License Fee paid hereunder. Company agrees to separately



itemize such taxes on its invoices to City and to remit the tax amounts received from City to the appropriate taxing authority. Company shall be solely responsible for any corporate taxes and income taxes based upon the income or revenue of Company. The City is exempt from Federal Excise Tax and will furnish an Exemption Certificate upon Company's request.

4.4 Invoices and Payment. Company shall submit invoices along with Project Deliverables for the Services Fee in accordance with the payment schedule set forth in the applicable Statement of Work or an applicable Change Order. Payment of invoices shall be made by City to Company within 45 days following receipt of each such invoice and Project Deliverable; provided that City may withhold payment of any amounts that are reasonably disputed by City pending resolution of the dispute. In the event that City reasonably disputes any amount invoiced by Company, City shall notify Company of City's reasons for disputing the amount as soon as possible but within 10 days after receipt of applicable invoice, whereupon City and Company shall promptly seek to resolve the dispute by mutual discussion. Any such dispute shall not relieve City from paying when due any undisputed portion of the invoice. The approval or payment of invoices, including final payment, shall not otherwise operate as a waiver of any rights or remedies of City under this Agreement or the Parties' TAX MANTRA Software License Agreement, including but not limited to any of City's separate warranty rights, or a waiver of any cause of action in favor of City arising out of Company's performance of services.

4.5 Records. Company shall maintain and retain all books, accounts, reports, files and other records and supporting documentation relating to the Services provided to, and any fees and Expenses paid or payable by, City under this Agreement. All such records and documents shall be subject at all reasonable times to inspection and audit by City for five (5) years after final Acceptance or, in the case of Maintenance Services, after termination or expiration of the annual Maintenance period. Company shall make available such records upon request by the City to the City auditors at the Company Location. All such documents and records shall be maintained in English. Upon City's request during the term of the Agreement or upon the termination or after the termination of the Agreement, for so long as the records subject to record retention obligations under this Section 4.5 have not previously been delivered to City, Company will turn over to City all such records and supporting documentation, and upon such delivery, Company shall be relieved of its obligation to retain the records. Company reserves the right to turn over to City at any time after final Acceptance, but upon reasonable prior written notice to City, all such records and supporting documentation that are subject to this Section 4.5 and which have not been previously delivered to City and upon such delivery, Company shall be relieved of its obligation to retain the records. No audit of records and documentation relating to



the calculation of fees and Expenses payable by City under this Agreement shall apply to payments made more than five (5) years prior to the audit. If any such audit reveals a miscalculation of fees or Expenses, City will provide a copy of the auditor's report to Company, and any overpayment or underpayment will promptly be adjusted between Company and City.

5. CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS.

5.1 Mutual Representations, Warranties and Covenants. Each Party represents, warrants and covenants to the other that:

(a) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy laws and other similar laws affecting creditors' rights generally and by general principles of equity;

(b) The execution, delivery and performance of this Agreement by it does not and will not conflict with, or constitute a breach or default under, its charter documents or any agreement, contract, commitment or instrument to which it is a party; and

(c) There is no action or proceeding pending or, in so far as it knows or ought to know, threatened in writing against it before any court, administrative agency or other tribunal that: (i) could impact upon its right, power and authority to enter into this Agreement, to grant the rights and licenses granted by it to the other Party hereunder, or to otherwise carry out its obligations hereunder; or (ii) might have a material adverse effect on its business or condition, financial or otherwise, that would materially impact a Party's ability to perform under this Agreement.

5.2 Company's General Warranties and Covenants. Company represents, warrants and covenants to City that the Services performed by Company hereunder shall be of professional quality, consistent with generally accepted industry standards for work of a similar nature.

5.3 Company's Licensed Software Warranties and Covenants.

(a) Company represents, warrants and covenants to City that, except as agreed by the Parties as part of the Specifications, Company shall not intentionally introduce in any Company Deliverable any lock, clock, timer, counter, copy protection feature, replication device, monitoring code or other features that are intended to permit



Company to monitor the activities of the system without City's knowledge and consent, and shall before delivery, screen the Company Deliverables using industry standard virus detection software or tools to detect and prevent any "virus" or "worm," as those terms are commonly used in the computer industry, or other software code that may: (i) disable or erase any Company Deliverable, or any other software, programs, hardware, firmware, or data of City, a Permitted Affiliate, Authorized User or any of customers of City, a Permitted Affiliate; or (ii) prevent City, a Permitted Affiliate, Authorized User from fully using any Company Deliverable as permitted under this Agreement. If Company is in breach of its warranty in this subsection 5.3(a) for reasons solely attributable to the Company, Company shall without additional charge to City, promptly remove the virus, worm or other feature from the infected Company Deliverable or replace the infected Company Deliverable with a copy containing no virus, worm or other feature.

(b) Company represents, warrants and covenants to City that, if properly used in the Target Environment in accordance with the Documentation and the terms and conditions of this Agreement, during the Warranty Period the Licensed Material shall comply with, and achieve the performance and functionality in accordance with, the Specifications and Documentation. City agrees to promptly notify Company in writing immediately upon discovery of any error or non-conformance of the Licensed Material. Company will promptly correct or replace any error or defect in the Licensed Material reported by City during the Warranty Period in accordance with the standards set forth in the applicable Statement of Work, but without any charges to City for such correction or replacement. Any other Services requested by City during the Warranty Period shall be charged to City on a time and material basis in accordance with the rates set forth in the applicable Statement of Work. If defects or non-conformance arise, as determined by a diagnostic analysis, due to City's negligence or improper use of the Licensed Material, Company shall be entitled to charge City for any efforts expended by Company for correction of errors and defects, even if they arise during the Warranty Period.

5.4 City's Warranties and Covenants. City represents, warrants and covenants to Company that:

(a) City is responsible for selecting, operating and using the Licensed Software as delivered by Company and accepted by City and for the results achieved therewith. City shall also be responsible for the installation, use and maintenance of the Target Environment. City shall take reasonable precautions against loss of data due to any error or non-conformity in the operation or working of the Licensed Software



including without limitation, emergency procedures, data protection, regular back-up of data, virus checks, and regular checks of results.

(b) City has the rights and is otherwise authorized to deliver the City Deliverables and City Proprietary Material and to grant the rights and licenses to Company as set forth in this Agreement. City has not received any written notice or claim, and is not otherwise aware, that the City Deliverables and City Proprietary Material and the use thereof by Company in accordance with the terms of this Agreement infringes or misappropriates, or would infringe or misappropriate, the patent, copyright, trademark, trade secret or other Intellectual Property Rights of any third party.

5.5 Warranty Disclaimers.

(a) Except for the express representations and warranties contained in this agreement, neither company nor City makes any representations or warranties to the other, express or implied including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. All other representations and warranties are hereby disclaimed.

(b) Further, Company does not represent or warrant that any of its respective Deliverables provided under this Agreement functions without interruption and without error or that such Deliverable will operate in every combination desired by the City with any data, computer systems and programs of its choice or that the remedying of one program error does not result in the occurrence of other program errors. Company shall be released from its warranty obligations under Sections 5.2 and 5.3 to the extent that any infringement, errors, fault or non-compliance arises due to circumstances for which Company was not responsible, including without limitation: (i) modification of the Licensed Material or Company Deliverables after delivery to City, if such modification was not made or authorized by Company; or (ii) use of the Licensed Material or Company Deliverable contrary to the Documentation provided by Company; or (iii) use of the Licensed Material or Company Deliverables other than in Target Environment or use of the Licensed Material or Company Deliverable in combination with products and systems not contemplated in the applicable Documentation or Specification; or (iv) infringing element or defects contained in any City Deliverable or City Proprietary Material provided to Company in connection with the Services hereunder. Further, Company shall not be considered to be in breach of the warranties to the extent that Company offered to City a correction or Upgrade and City failed to implement such



correction or Upgrade. In such cases, the work put in by the Company in order to determine the cause of the fault and to remedy the fault shall be invoiced in accordance with the Company's current rates of charges. This shall also apply to consequential services or supply of products in relation to such work, including but not limited to the delivery of a corrective code or a corrected version of the defective part of the Licensed Material or for instructions as to how the error can be avoided. The Company shall also be released from its warranty obligations if the City does not complain of a program error promptly or does not put into productive operation a corrective code provided by the Company in fulfillment of its warranty obligations or a correct Update or Version of the pertinent part of Licensed Material which it has supplied.

6. CONFIDENTIALITY.

6.1 Obligations of Confidentiality. Each Party (in such capacity, the "**Receiving Party**") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) of the other Party (in such capacity, the "**Disclosing Party**") provided by the Disclosing Party or otherwise received by the Receiving Party hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any Person or entity other than those directors, officers, employees, agents, subcontractors, Permitted Affiliates, Authorized Users of the Receiving Party who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights, under this Agreement. City may disclose the Confidential Information of Company to the regulators of City, to the extent City is by law, regulation or self regulation obligated to do so. In addition, the Receiving Party shall: (i) take all reasonable steps to prevent unauthorized access to the Disclosing Party's Confidential Information; (ii) not use the Disclosing Party's Confidential Information, or authorize other Persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing the Receiving Party's obligations or exercising the Receiving Party's rights hereunder; (iii) upon the request of the Disclosing Party and a reasonable opportunity to comply, comply with any legal or regulatory requirements applicable to the Disclosing Party or its vendors regarding security and data protection (and in such cases, the Disclosing Party will reimburse the Receiving Party for the reasonable, actual additional costs, if any, incurred by the Receiving Party in complying with such requirements); and (iv) promptly advise the Disclosing Party in the event it learns or suspects that any of the Disclosing Party's Confidential Information in the Receiving Party's possession has been revealed or improperly acquired by any third party, and shall assist the Disclosing Party in its efforts to retrieve the material and mitigate the effects of the exposure or



loss. As used herein, “reasonable steps” means steps that a Party takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care.

6.2 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean without limitation all business strategies, plans and procedures, proprietary information, methodologies, data and trade secrets, and other confidential information and materials of the Disclosing Party, its clients or suppliers, or other persons or entities with whom they do business that may be obtained by the Receiving Party from any source. Confidential Information of Company includes Licensed Material, and all information relating to Licensed Material. Confidential Information of City includes taxpayer information, non-public information concerning third parties such as customers or prospective customers of City or any of its Affiliates (including, but not limited to, trade data, and customer information as described in the Gramm Leach Bliley Act (15 USC 6801(b)) Regulation S-P and in the federal “Interagency Guidelines Establishing Standards for Safeguarding Customer Information” adopted pursuant thereto (66 Fed Reg. 8615 {Feb. 1, 2001}), as now or hereinafter in effect.

6.3 Exclusions. The provisions of this Article 6 respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information: (i) is already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (ii) is subsequently learned by the Receiving Party from an independent third party free of any restriction and without breach of this Agreement; (iii) is or becomes publicly available through no wrongful act or omission of the Receiving Party; or (iv) is independently developed by or for the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party. Further, Receiving Party shall not be in breach for disclosure to the extent required pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange or self regulatory agencies (provided, however, that to the extent practicable and lawfully permitted, the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit or assist the Receiving Party in crafting such disclosure). Notwithstanding the above, Company acknowledges that Confidential Information provided to City may be subject to disclosure by Arizona laws related to open public records. Consequently, Company understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Company, City agrees to provide Company



with notice of that request, which shall be deemed given when deposited by City for regular delivery to the address of Company specified below for notices. Within ten (10) days of City notice by City, Company will inform City in writing of any objection to the disclosure of the requested information. Failure by Company to object timely shall be deemed to waive any objection and any remedy against City for disclosure. In the event Company objects to disclosure within the time specified, Company agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information, the disclosure of which Company does not object thereto. Furthermore, Company agrees to indemnify and hold harmless City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

6.4 Privacy Compliance. Notwithstanding any other provision of this Agreement, to the extent Nonpublic Personal Information is disclosed to or otherwise obtained by Company in connection with the matters contemplated by this Agreement, Company will keep such Nonpublic Personal Information strictly confidential and strictly limit Company's use thereof to the purposes contemplated by this Agreement. For the purposes of this provision, the term "**Nonpublic Personal Information**" is defined as any non-public personally identifiable information of an individual, including, but not limited to, City's or its Affiliates, or employees, including Authorized Users.

6.5 Receiving Party's Employees and Others. The Receiving Party shall advise its employees, agents, contractors, subcontractors, and Authorized Users of the Receiving Party's obligations of confidentiality and non-use under this Article 6 and Receiving Party shall retain full responsibility for compliance with the requirement of this Article 6 by all persons and entities who are provided access to the Disclosing Party's Confidential Information in accordance with the provisions of this Article 6.

6.6 Return or Destruction of Confidential Information. Upon the Disclosing Party's written request at any time, including following the expiration or termination of this Agreement, the Receiving Party shall promptly cease to use the Confidential Information and return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof, and shall provide the Disclosing Party with a written statement certifying that all such material has been returned or destroyed. Notwithstanding the foregoing sentence, if and to the extent the



license and rights granted to the Receiving Party with respect to any Confidential Information survive the termination of this Agreement, Receiving Party may retain Confidential Information of Disclosing Party and use such information to the extent that such information is reasonably necessary in connection with Receiving Party's exercise of the license and rights as permitted under this Agreement; provided, however, that all such Confidential Information retained by the Receiving Party shall remain subject to the provisions of this Article 6 for so long as it is so retained. For greater clarity, Company and City each acknowledges and agrees that nothing in this Article 6 shall entitle either Party to require the other Party to return, or cease use of, any material (including, in the case of City, the Licensed Material) so long as and only to the extent the license granted to such Party under this Agreement or the License Agreement remains in effect, including by survival after termination of this Agreement or the License Agreement to the extent such survival may be expressly provided thereunder. If requested by the Disclosing Party, the Receiving Party shall certify in writing its compliance with the provisions of this Section 6.6.

6.7 Lawful exercise of license or rights. Notwithstanding anything to the contrary in this Agreement as between the Parties, the title and ownership of Confidential Information shall remain exclusively with the Disclosing Party. Disclosure of Confidential Information of a Party to the other Party shall not be construed as a grant of any license or other rights in or to the Confidential Information except as specifically set forth in this Agreement. Nothing contained in this Article 6 is intended nor shall anything herein be construed as restricting either Party from lawfully exercising the rights and licenses granted to such Party under this Agreement and any such use, copying or disclosure made by a Party in exercise of such Party's license rights and subject to the restrictions applicable to the license shall not be considered as a breach of this Article 6.

6.8 Survival of obligations. The obligations under this Article 6 shall survive the termination of this Agreement.

6.9 Cumulative Remedies. Each Party shall have and may cumulatively exercise all rights at law or in equity for the protection of its Confidential Information, including obtaining an injunction enjoining the breach or threatened breach of this Article 6.

7. OWNERSHIP AND PROPRIETARY RIGHTS.

7.1 Retained Ownership. Each Party retains sole and exclusive right, title and interest in any and all Intellectual Property and Intellectual Property Rights that it owned prior to the Effective Date or which it may conceive, reduce to practice, author or otherwise develop



thereafter, whether independent of the Services to be provided hereunder or pursuant to this Agreement, and nothing herein is intended to transfer or assign any interest therein except for the express licenses granted under this Agreement.

7.2 Licensed Material. City acknowledges and agrees that Company does and will continue to own all Intellectual Property and Intellectual Property Rights in or attached to the Licensed Material and Company Deliverables (excluding any City Proprietary Material or City Deliverables that was provided by City to Company and included by Company as content in any such Company Deliverable), including without limitation, in or attached to any Enhancement and Upgrades and any Derivative Works thereof. Nothing contained herein shall be construed as a transfer or conveyance by Company to City of the ownership, interest or title to the Intellectual Property or Intellectual Property Rights in or attached to the Licensed Material, Company Deliverables or any Derivative Works thereof. Subject to the provisions of this Agreement, City shall have a perpetual, irrevocable, non-exclusive license and rights granted by Company pursuant to Article 2 of the License Agreement.

7.3 City Deliverables and Proprietary Material. The ownership, right, title and interest in any Intellectual Property and Intellectual Property Rights in or attached to any City Deliverables and City Proprietary Material that City provides to Company in connection with the performance of Services or for incorporation in the Licensed Material shall remain with City and its applicable licensors and nothing contained in this Agreement is intended to nor shall be construed to effect any transfer of ownership rights or title of City or its licensors to Company. Except for any specific City Deliverables or specific City Proprietary Material expressly identified in any Statement of Work as an exception to this Section 7.3, to the extent any City Deliverables or City Proprietary Materials are used or incorporated in any Licensed Material or Company Deliverables, City hereby grants to Company a perpetual, non-exclusive, irrevocable, worldwide, fully paid up and royalty free right and license to use, copy, display, sublicense and distribute such City Deliverables and City Proprietary Material as part of Licensed Material and Licensed Software and to create Derivative Works thereof within any future Enhancement of or Upgrade to the Licensed Material or Licensed Software, provided that such right and license shall exclude all Marks of City. If and to the extent any City Deliverables, programs, requirements, concepts, ideas or other material provided by or on behalf of City in connection with the Services to be provided by Company or for incorporation in the Licensed Material is not owned by City, then City shall reasonably identify any such third party material and the applicable third party before they are provided to Company.



7.4 Trademarks. Nothing herein is intended to provide any Party any right to use or exploit any trademark, service mark, business name, trade dress or logo (“**Mark**”) of the other Party, and neither Party shall utilize any such Mark of the other Party without the express written consent of the other Party unless it is obligated to reproduce such Mark under this Agreement.

7.5 Company’s Marketing Rights. Nothing in this Agreement shall prevent Company from transacting similar business either for itself or for any other Person or to offer same or similar products or services to any third parties.

7.6 Residual Knowledge. Nothing in this Agreement is intended to prevent either Party from using the knowledge, skill and general experience gained by it or its employees in the performance of this Agreement to the extent they are retained in the unaided memories of such Party’s personnel. Such personnel’s memory will not be considered to be unaided if such personnel makes reference to refresh his memory to documents containing Confidential Information belonging to the other Party or the Source Code of the other Party. Nothing contained in this Section 7.6 shall be construed as granting separate license to the Intellectual Property or Confidential Information by one Party to the other Party.

8. **INDEMNIFICATION.**

8.1 Infringement Indemnity by Company.

(a) **Intellectual Property Indemnification.** Subject to subsection 8.1(b), Company agrees to defend, at its own expense, and to indemnify and hold harmless, City and its officers, agents, and employees (“**City Indemnified Parties**”) from and against any third party Claims and Losses suffered or incurred by City as a result of any Claim that the Licensed Material provided within the scope of this Agreement infringes any copyrights, patents, trademarks, trade secrets or other intellectual property rights of third parties, provided that Company is notified promptly in writing of such claim. Company shall have the sole right to control the defense of all such claims, lawsuits, and other proceedings, including the right to settle the same. City may, but does not have to duty to, participate in the defense of any claim or litigation with attorneys of the City’s selection and at the City’s sole cost without relieving the Company of any obligations under this subsection 8.1. In no event shall City settle any such claim, lawsuit or proceeding without Company’s prior express written approval. City shall cooperate with Company in a reasonable way to facilitate the settlement or defense of such claim. If, as a result of any claim of infringement, Company or City is enjoined from using the

Licensed Material provided under this Agreement, or if Company reasonably believes that the Licensed Material is likely to become the subject of a claim of infringement, Company may, at Company's option and expense: (i) procure the right for City to continue to use the Licensed Material; or (ii) replace or modify the Licensed Material so as to make it non-infringing and capable of serving the purpose for which the Licensed Material was provided. If neither of options in the preceding sentence is reasonably possible or effective, the Company shall accept return of the Licensed Material and terminate all rights and licenses granted to the City under this Agreement and refund to the City an amount equal to the unamortized balance of the Services Fee paid by the City under this Agreement, calculated on a straight line basis over a period of nine (9) years commencing on the Effective Date of this Agreement. The provisions in this Section 8.1 state the Company's entire liability and the City's sole remedies with respect to infringement.

(b) The foregoing provisions of this Section will not apply and Company shall have no obligations to the City or City Indemnified Parties under this Section, and in such case the City shall indemnify and hold the Company harmless to the extent that such infringement or unauthorized use arises solely from: (i) the City's modification of Company's Licensed Material; (ii) the failure of the City to use any corrections or modifications made available to City by Company; (iii) information, materials, instructions or specifications provided by the City; or (iv) the use of Company's Licensed Materials other than in the Target Environment in combination with any product not provided by Company, unless Company's Licensed Materials infringes the third party's rights in the absence of such combination. This section states the entire liability of Company with respect to infringement of any third party Intellectual Property Rights by the Licensed Materials or any parts thereof.

(c) Notwithstanding anything to the contrary herein, Company: (i) makes no representation and expressly waives any obligation of indemnification with respect to the use of Licensed Material by any Person other than City and Authorized Users; and (ii) shall assume no liability with respect to any Claims or Losses that may be made against or suffered by City or a City Indemnified Party for the use of Licensed Material if such Claim or Losses arises other than in connection with the permitted use of the Licensed Material.



8.2 City's Infringement Indemnity.

(a) Subject to subsection 8.2(b), City shall defend, indemnify and hold harmless Company and its directors, officers, employees and agents (collectively, "**Company Indemnified Parties**") from and against any Claims and Losses arising from any third party Claim against one or more Company Indemnified Parties in which it is alleged that the Use by Company of any City Material in connection with this Agreement constitutes an infringement of or misappropriation of the Intellectual Property Rights of any third party, provided that City shall have no obligation to Company and in such cases Company shall defend, indemnify and hold the City Indemnified Parties harmless, to the extent such infringement Claim arises as a result of: (i) modification of a City Material by or for Company other than as a result of performance of the Services to be provided under this Agreement and Statement of Work or at the direction of City; (ii) use by Company of the City Material other than in accordance with applicable documentation or instructions provided by City or use of the City Material by Company in combination with products and systems not contemplated in this Agreement, a Statement of Work, the applicable Documentation or Specifications; (iii) Company's failure to implement reasonable corrections, revisions or upgrades provided by City at City's cost; or (iv) use of a City Material outside the scope of the Licensed Material or Services.

(b) Notwithstanding anything to the contrary herein, City makes no representation or warranty, and Company expressly waives any obligation by City of indemnification, with respect to the use of a City Material by any Person other than Company, and shall assume no liability with respect to any Claims or Losses that may be made against or incurred by Company, any Company Indemnified Party or any other Person for the use of such materials beyond the Licensed Material provided to City hereunder or performance of the Services provided to City herein.

8.3 Each Party ("**Indemnifying Party**") shall indemnify, defend, save and hold harmless the other and its officers, officials, agents, and employees (hereinafter referred to as "**Indemnified Party**") from and against any and all third party claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "**Claims**") for bodily injury or personal injury (including death), or loss or damage to tangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Indemnifying Party or any of its owners, officers, directors, agents, employees or subcontractors in the performance of the services hereunder. This indemnity includes any claim or amount arising out of or recovered



under the Workers' Compensation Law or arising out of the failure of the Indemnifying Party to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnified Party shall, in all instances except for Claims to the extent arising from the negligent or willful acts or omissions of the Indemnified Party, be indemnified by the Indemnifying Party from and against any and all claims. It is agreed that the Indemnifying Party will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

8.4 Additional Provisions for Indemnification. Each Party seeking indemnification shall provide the other Party with prompt written notice of Claim or Losses for which such Party is seeking or may seek indemnification hereunder (provided that the failure of the Party seeking indemnification to promptly notify the indemnifying Party hereunder shall not relieve the indemnifying Party of any liability with respect to the Claim or Losses, except to the extent the indemnifying Party demonstrates that the defense of the Claim or the avoidance or mitigation of any Losses is prejudiced by such failure). Each indemnifying Party shall: (i) keep the other Party fully informed concerning the status of any litigation, negotiations or settlements of any such Claim; and (ii) allow the other Party, at its own expense, to participate in such litigation, negotiations and settlements with counsel of its own choosing. The indemnified Party shall tender defense of the Claim to the indemnifying Party and provide reasonable cooperation (at the indemnifying Party's expense) and full authority to defend or settle the Claim. Notwithstanding the forgoing, neither Party shall have the right to settle any Claim without the prior written consent of the other Party if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the other Party. The indemnifying Party shall have no obligation to indemnify any amount in settlement agreed by the Indemnified Party unless the indemnifying Party agreed to such settlement.

9. LIMITATION OF LIABILITY.

9.1 Subject to the specific remedies if any set forth in this agreement with respect to any claim concerning performance or non performance of the licensed material pursuant to or in accordance with the terms of this Agreement and the documentation or any claim for breach or default of the company, the City's exclusive remedy shall be the recovery of the direct damages actually suffered by the Party and either Party's total and cumulative liability for direct damages shall not exceed the total fees paid or payable to Company by City under this Agreement.

9.2 General exclusion. Under no circumstances shall either party have any liability to the other for loss of or damage to revenues, profits, or goodwill or other special, indirect,



consequential, exemplary, incidental or punitive damages, whether in contract, tort or any other theories in law or equity, even if such party has been advised of the possibility of such damages.

9.3 Back up date. The City shall be responsible for regularly backing up all data and databases used with the Licensed Material. The City assumes full responsibility for the use of the Licensed Material and any information entered, used and stored thereon, including, without limitation, protection of data from viruses, or any unintended modification, destruction or disclosure, and for the accuracy and integrity of the results. The Company assumes no responsibility for City's negligence or failure to retain back up data at regular intervals or protect data from viruses, or any unintended modification, destruction, or disclosure of any data, software or other information.

9.4 The City acknowledges and agrees that the allocation of risk contained in this Article 9 is reflected in the fees and other charges under this Agreement and is a reasonable allocation of the risk between the Parties.

10. DISPUTE RESOLUTION PROCEDURE.

10.1 Dispute Resolution Process. In the event of any dispute between Company and City, the Parties shall notify their respective Executive Contacts. If the Executive Contacts cannot resolve the dispute within fifteen (15) Business Days after notification thereof, they shall escalate the issue to the Escalation Working Group. If the Escalation Working Group cannot resolve the dispute within fifteen (15) Business Days after notification thereof, the dispute shall be resolved by arbitration or litigation in accordance with this Article 10.2. Company and City agree in the event of any dispute between Company and City, each Party will continue to perform its obligations not related to the dispute under the Agreement during the resolution of such dispute unless and until the Agreement is terminated in accordance with the provisions thereof.

10.2 Dispute Resolution-Arbitration. Except as otherwise provided herein, any dispute or claim arising out of or relating to this Agreement, including its formation and validity, shall be referred to binding arbitration, by either Party if any such dispute is not settled by the Parties in accordance with the dispute resolution process in accordance with Section 10.1 within thirty (30) days of receipt of notice of a claim from the aggrieved Party (or after such extension, if any, agreed in writing by both the Parties). Arbitration will be in accordance with the American Arbitration Association ("AAA") Commercial rules but not administered by AAA and heard independently. The Parties will exercise best efforts to select an arbitrator within five (5)



Business Days of a request for arbitration by either Party. If the Parties have not agreed upon an arbitrator within this period, selection of the arbitrator will be referred to one of the principals of the mediation firm of Scott & Skelly, LLC, Phoenix, Arizona, who will then select the arbitrator. The Parties will equally share the fees and costs incurred in the selection of the Arbitrator.

10.3 Arbitration Procedures. The arbitrator will consider all factual and legal issues. The decision of the arbitrator shall be final and binding on the Parties. Any decision by an arbitrator hereunder may not be appealed to any court or other forum, except to the extent otherwise provided by the applicable law. In the event the AAA rules are inconsistent with the terms herein, the terms of this Agreement shall control. In awarding any damages, the arbitrator shall be bound by Article 9 (Limitation of Liability).

10.4 Other Relief. Nothing herein shall prohibit either Party from seeking a temporary restraining order, preliminary injunction or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage, to preserve the status quo or to prevent the dissemination of Confidential Information or from bringing and pursuing legal action to specifically enforce the provisions of this Article 10. Notwithstanding anything to the contrary in this Agreement, in the event a third party makes a claim or files a claim in a court of law against a Party (“**Defendant**”) who tenders the claim to the other Party for defense and indemnification under Article 8 of the Agreement, and such request for defense and indemnification is denied, the Defendant may pursue, as applicable, any cross claim or other claims relating to the defense and indemnification of the third party’s claim (including attorneys fees) against the Party who rejected the request for defense and indemnification.

10.5 Arbitrator. The arbitrator selected to hear any claim hereunder shall be neutral and shall be either a lawyer with ten (10) years experience, and not have engaged in any business for or adverse to either Party for at least ten (10) years. The arbitrator shall not be under the control of either Party and shall have no financial interest in the outcome of the arbitration. The arbitrator shall apply applicable law and may not limit, expand or otherwise modify the terms of this Agreement. Either Party may request a hearing, preferably telephonic, but in person hearing if the arbitrator deems the facts and circumstances require personal appearances. Any hearing shall be held within ninety (90) days of the appointment of the arbitrator. However, absent a request for hearing, the arbitrator may decide the claim based on the Parties’ written submissions. Within ten (10) days of appointment of the arbitrator each Party will disclose to the other copies of all documents relevant to the dispute. Further discovery will be as determined by the arbitrator. Each Party will submit at the hearing or as directed by the arbitrator, evidence in support of that Party’s position and the exact award sought. The arbitrator must select the award



sought by one of the Parties as the final judgment and may not independently alter or modify the awards sought by the Parties. The arbitrator has no authority to award punitive damages. Any arbitration award(s) shall be in writing and issued within fifteen (15) dayof of the hearing or as otherwise set by the arbitrator. The prevailing Party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing Party shall pay all of the prevailing Party's costs and expenses, including reasonable attorney's fees.

10.6 Survival. The provisions of this Article shall survive: (i) termination or changes to the Agreement; (ii) the bankruptcy of either Party; and (iii) any transfer, sale or assignment of this Agreement or any amounts owed hereunder. If any portion of this Article 10 is deemed invalid or unenforceable, the remaining provisions shall nevertheless remain in force. Any different agreement regarding the terms of this Article 10 must be agreed to in writing.

11. TERM AND TERMINATION.

11.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue to remain in effect unless and until it is terminated in accordance with the provisions of this Agreement ("**Term**"). The Parties acknowledge TCS will begin to perform the Services described in the Statement of Work subsequent to the execution of both the SOW and this MSA by both Parties.

11.2 Termination for Convenience. The City may terminate this Agreement or a Statement of Work hereunder for convenience upon 180 days prior written notice to Company. If City terminates this Agreement or the Initial Statement of Work prior to the final acceptance of the Company Deliverables under the Initial Statement of Work, all of the licenses and rights granted to City under the License Agreement and hereunder shall automatically terminate and City shall return to Company (or destroy and provide written certification of such destruction) and City, Permitted Affiliates, and Authorized Users otherwise cease using the Licensed Material or any Company Confidential Information or proprietary material in any manner. Company shall be entitled to retain all milestone payments on account of Service Fees paid by City prior to the date of termination and City will pay to Company the difference, if any, between the amount that would be payable by City for all Services performed by Company up to the date of termination calculated at the time and materials rates set out in Statement of Work minus the milestone payments retained by Company under this subsection. City will pay to Company all Expenses in respect of which Company is entitled to be reimbursed by City under this Agreement and which have not been previously reimbursed. If City terminated this Agreement or a Statement of Work under this Section 11.2 after final Acceptance of all the Company Deliverables under the Initial



Statement of Work, City may at its option retain the license under the and in accordance with the provisions of the License Agreement. Company will be entitled to retain all License Fees and Service Fees previously paid by City and City will pay to Company all Service Fees and Expenses through the effective date of termination.

11.3 Termination by City for Material Breach of Company.

(a) City may terminate this Agreement by delivering written notice thereof to Company for any material breach(es) by Company of the provisions of this Agreement that has not been cured by Company: (i) within thirty (30) days after receipt of written notice of such breach, if capable of being cured within thirty (30) days; or (ii) if the breach reasonably requires more than thirty (30) days for remedying and Company failed to propose a prompt and effective plan for remedying the breach and promptly and diligently commenced the cure within such thirty (30) days, and thereafter such breach is remedied within a period of not more than ninety (90) days after City's notice of the breach. Company agrees that the extended cure period under subsection (ii) of this subsection 11.3(a) shall not apply to Company's breach of its obligation to provide Maintenance Services in respect of a Severity 1 Error or Severity 2 Error in accordance with this Agreement. The notice of breach as aforesaid shall specify the breach in reasonable detail.

(b) If City terminates this Agreement under this Section 11.3(a) prior to final Acceptance of all Company Deliverables under the Initial Statement of Work, all of the licenses and rights granted hereunder to City shall automatically terminate and, City shall return to the Company (or destroy and provide written certification of such destruction) and otherwise cease using the Licensed Material in any manner. If City terminates this Agreement under this subsection 11.3(a) after final Acceptance of all Company Deliverables under the Initial Statement of Work, all of the licenses and rights granted to Company under the License Agreement shall survive termination and continue in full force and effect and the license restrictions set forth in Section 2 of the License Agreement shall survive and continue to apply to the license.

11.4 Termination by Company for Material Breach of City.

(a) Company may terminate this Agreement and the licenses and rights granted to City for breach by City of the terms of license as set forth in Article 2 of the License Agreement or due to City's failure to pay when due any undisputed amount of

License Fees or Service Fees (other than Service Fees in respect of Maintenance Services). In the event of any other material breach that is not cured by City within thirty (30) days after written notice of breach Company shall be entitled to recover direct damages from City and also obtain injunctive relief for preventing the continued breaches and any future breaches of this Agreement.

(b) If City breaches Article 2 of the License Agreement or any other provisions relating to the Company's Intellectual Property or Intellectual Property Rights or fails to pay when due any undisputed amount of License Fees or Services Fees (including without limitation Maintenance Fees) and fails to remedy that breach or non-payment within thirty (30) days after receipt of written notice from Company demanding that City do so, then Company shall be entitled to terminate this Agreement. If this Agreement is terminated by Company pursuant to this Section 11.4, without prejudice to any other liability of City under law or equity, all of the licenses and rights granted hereunder to City shall automatically terminate and City shall return to Company (or at Company's option destroy and provide written certification of such destruction) the Licensed Material and City, Permitted Affiliates, and Authorized Users shall otherwise forthwith cease using the Licensed Material and any and all Company Deliverables in any manner.

(c) If City fails to pay any Maintenance Fees when due, and fails to remedy that non-payment within thirty (30) days after receipt of written notice from Company demanding that City do so, City shall be deemed to have elected not to renew Maintenance Services for the Maintenance Period in respect of which the unpaid Maintenance Fees are due, and Company will have no obligation to provide Maintenance Services to City unless and until City reinstitutes its purchase of Maintenance Services in accordance with applicable Statement of Work. Nothing contained herein shall prevent Company from recovering from City any fees accrued for the Maintenance Services already performed.

11.5 Survival. Notwithstanding any other provisions of this Agreement, all provisions of this Agreement necessary for the interpretation or enforcement of any of the foregoing Articles, Sections and Schedules will survive the termination of all or any part of this Agreement, and will continue in full force and effect, and references in this Agreement to termination of this Agreement will not apply to those Articles, Sections and Schedules unless the Parties agree in writing. Except as specifically provided in this Agreement, the termination of this Agreement does not release any Party from any liability or obligation arising prior to the



date of termination.

11.6 Effect of Termination:

(a) In the event of termination of this Agreement for any reason whatsoever, the rights and licenses granted to the City will immediately terminate and the licensee will have no further right to use the software, except to the extent otherwise provided for in subsection 11.3(b). Within thirty (30) days after the termination, City must return all the copies of the software, documentation and Confidential Information in its possession or control to the licensor, or permanently destroy or disable all such copies. If requested by the Company, a duly authorized officer of the City will certify in writing to the licensor that the licensee has taken such action.

(b) Termination shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law, and shall not affect any accrued rights or liabilities of either Party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

(c) In the event this Agreement is terminated by whichever Party and for whatsoever reason, the City shall be liable to make payments of the entire amount due under this Agreement for the services rendered by the Company up to the effective date of termination in terms of this Agreement.

(d) On the expiration or earlier termination of this Agreement, each Party shall return to the other Party all documents and materials and Confidential Information belonging to the other Party with regard to this Agreement, or shall at the option of the disclosing Party destroy, under written certification by an authorized officer of the other Party, all documents or materials in connection with this Agreement in a manner that the subsequent retrieval thereof is rendered impossible by any method.

12. MISCELLANEOUS.

12.1 Default and Other Remedies. Nothing herein shall preclude either Party from seeking money damages or injunctive relief to prevent unauthorized use of the Licensed Material or City Proprietary Material in the event of a breach of this Agreement.

12.2 Remedies. Except as otherwise provided herein, no right or remedy herein



conferred on or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy under this Agreement or under applicable law, whether now or hereafter existing.

12.3 Injunctive Relief and Special Performance. Company and City agree that a breach by either of them of its obligations under Article 6, Article 7 or Article 11 may cause irreparable harm which cannot be compensated in money damages. Accordingly, Company and City each agree that in the event either Party breaches any of the provisions in Article 6, Article 7, or Article 11, the other Party shall be entitled to seek injunctive relief or specific performance in addition to its other remedies.

12.4 Relationship of Parties.

(a) The relationship of the Parties shall be that of independent contractors. Any employee, subcontractor or agent of Company who is assigned to provide Services under this Agreement shall remain at all times under the exclusive direction and control of Company and shall not be deemed to be an employee, subcontractor or agent of City. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent the other Party as agent, employee, or in any other capacity, except as specifically provided herein.

(b) This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth therein. Company will agree that no persons assigned by it in the performance of the Agreement are employees of the City and further agrees that no rights to the City's civil service, retirement or personnel rules and benefits accrue to such persons. Company shall be responsible for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, unemployment compensation, other benefits, taxes and premiums appurtenant thereto concerning such persons provided by such Company in the performance of the Agreement, and Company shall save and hold the City harmless with respect thereto.

12.5 Entire Agreement; Amendments; Modifications. This Agreement, along with the schedules and exhibits attached hereto, sets forth the entire agreement between the Parties and supersedes any other prior or contemporaneous proposals, agreements and representations between them related to its subject matter, whether written or oral between the Parties and all



amendments and extensions thereof, which shall be deemed to be superseded by this Agreement. No modifications or amendments to this Agreement shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.

12.6 Binding Effect; Assignment.

(a) This Agreement shall be binding on and inure to the benefit of the respective Parties and their permitted successors and assigns. Neither Party may sell, transfer or assign any right or obligation hereunder, except as expressly provided herein, without the prior written consent of the other Party. Any assignment in violation of this Section 12.6 shall be void.

(b) City shall have the right to assign or transfer (including by merger or otherwise by operation of law) all of its rights, duties and obligations under this Agreement to: (i) any entity that is an Affiliate of City in connection with an internal reorganization of the business of City; or (ii) a purchaser of all or substantially all of City's capital stock, assets and business involving the line of business that primarily utilizes the Licensed Material; provided that with respect to subsections (i) and (ii), the resulting assignment shall not expand the scope of the licenses granted hereunder. The foregoing assignment shall be valid only if: (i) City provides prior written notice to Company; and (ii) such assignee or transferee shall have expressly assumed in a written agreement with Company, the rights, duties and obligations of City under this Agreement. No such assignment or transfer shall operate to release City of its duties or obligations under this Agreement, absent an express written release executed and delivered by Company (it being understood and agreed that Company shall not unreasonably withhold its consent to such a release if the assignee or transferee is the operator or successor to City's line of business involving the Licensed Material).

(c) Company shall have the right to assign or transfer (including by merger or otherwise by operation of law) its rights, duties and obligations under this Agreement with the prior written consent of City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, such consent shall not be required for an assignment by Company: (i) after Company has successfully completed final Acceptance of all Company Deliverables and made as part of the sale of all or substantially all of Company's capital stock, or Company's assets and business involving the line of business that related to the Licensed Software; or (ii) at any time, made solely in connection with a complete assignment of all or substantially all assets related to the



Licensed Software to any entity that is a direct or indirect wholly-owned subsidiary of Tata Consultancy Services Limited in connection with an internal reorganization of the business of Tata Consultancy Services Limited provided that, absent an express written release executed and delivered by City, Company shall not be relieved of any of their obligations hereunder. The foregoing assignment shall be valid only if: (i) Company provides written notice to City; and (ii) such assignee or transferee shall have expressly assumed, in a written agreement with City, the rights, duties and obligations of Company under this Agreement.

12.7 No Waiver. Failure or delay by either Party to exercise any right under this Agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement. In order to be effective, all waivers under this Agreement must be in writing and signed by the waiving Party.

12.8 Notices. All notices and other communications required under this Agreement shall be in writing and sent to the address stated below, or to such other address as shall be given by either Party to the other in writing, and shall be effective: (i) upon actual delivery if presented personally, or sent by express overnight courier such as Federal Express (with a signature acknowledging receipt); or (ii) seven (7) days following deposit in the United States mail if sent by certified or registered mail, postage prepaid, return receipt requested.

To Company: Tata Consultancy Services
 1000 Summit Drive
 Milford, OH 45150 U.S.A.
 Attn: Ravi Nandivada
 Telephone : 513-677-6508
 Facsimile: 513-831-0629

With a copy to: Tata America International Corporation
 101 Park Avenue
 New York, N.Y. 10178, U.S.A.
 Attn: The General Counsel
 Facsimile: 212-867-8652



To City: City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

Bill Bond, Tax and License Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301, U.S.A.

With copies to: City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301, U.S.A.

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301, U.S.A.

(a) Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Company identifying the designee(s) and their respective addresses for notices.

(b) Changes. Company or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

(c) Notwithstanding the foregoing, day-to-day communications between the Parties may be made by telephone, facsimile transmission, e-mail or any other method agreed to by the Parties.



12.9 Applicable Law. This Agreement shall be governed by the laws of the State of Arizona, without giving effect to the conflicts of law principles thereof.

12.10 Force Majeure. If either Party is delayed in or prevented from performing any of its obligations hereunder by reason of a governmental law or regulation, court order, labor disturbance, act of God, fire, flood, national emergency, war, insurrection, terrorist acts, civil disturbance, or other reason of a like nature beyond the control of and not the fault of or due to the negligence of such Party, which such Party is unable to prevent or overcome by the exercise of ordinary prudence and diligence (including, but not limited to, the implementation and exercise of a reasonable disaster recovery plan), upon such Party giving prompt notice and full particulars of such cause to the other Party, the performance of such obligation shall be excused for the period of the delay, and the period for the performance of such obligation shall be extended for an equivalent period.

12.11 Employee Non-Solicitation. Neither City nor Company shall, except with the prior written consent of the other, solicit or hire any employee of the other Party during the time such employee is associated with any Services under this Agreement for a period of one (1) year after such person ceases to be so engaged. The foregoing restriction shall not apply to the employment of any person who responds to a general recruitment advertisement issued to the public.

12.12 Cooperation. Each Party to this Agreement agrees to execute and deliver all documents, perform all further acts, and take any and all further steps that may be reasonably necessary, to carry out the provisions of this Agreement and transactions contemplated thereby. Each Party shall perform its obligations hereunder acting in a fair and reasonable manner.

12.13 Export - Import Laws. Company is solely responsible to comply with any applicable laws and regulations for importation or exportation of any software or any other material provided by City or Company in connection with this Agreement. Each Party will comply with any applicable U.S. export regulations with respect to export of software or technology from the United States to Company's offshore facilities. Unless authorized by U.S. regulation or an export license or exemption, each of City and Company, agree that they will not re-export, directly or indirectly, any software or technology received from the other Party, or allow the direct product thereof to be exported or re-exported, directly or indirectly, to Cuba, Iran, North Korea, Libya, Sudan, Syria or any other country in Country Group E:2 of the Export Administration Regulations of the Department of Commerce (see <http://www.bxa.doc.gov>) or any other country subject to sanctions administered by the Office of Foreign Assets Control (see



<http://www.treas.gov/ofac/>), as revised from time to time.

12.14 Headings. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

12.15 Severability. The invalidity of one or more phrases, sentences, sections, clauses or articles contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; in the event that one or more phrases, sentences, sections, clauses or articles shall be declared void or unenforceable by any court of competent jurisdiction or by any government or regulatory agency, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties, and this Agreement shall be construed as if any such phrases, sentences, clauses and articles had not been inserted herein.

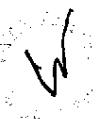
12.16 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.17 Inurement. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

12.18 Compliance with Laws. Company shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes and regulations which are, or become, applicable to its performance of the services under this Agreement. If a subsequently enacted law imposes substantial additional costs on Company, a request for an amendment may be submitted pursuant to Section 2.2; however, no such change order may be approved by the City if it results in an increase of the Agreement amount approved by the City's Council unless additional approval, as applicable, is obtained, in which case Company shall have no obligation under this Section.

12.19 Arizona Immigration Compliance.

(a) Company, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.



(b) Any breach of warranty under subsection (a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

(c) City retains the legal right to inspect the papers of Company or subcontractor employee who performs work under this Agreement to ensure that Company or any subcontractor is compliant with the warranty under subsection (a) above.

(d) City may conduct random inspections, and upon request of the City, Company shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (a) above. Company agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section 12.19.

(e) Company agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Company also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

(f) Company's warranty and obligations under this Section 12.19 to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this Section is no longer a requirement.

(g) The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

12.20 Foreign Prohibitions. Company, and on behalf of any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq.* and 35-393 *et sec.*, that neither has "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.



13. GENERAL PROVISIONS

13.1 Nondiscrimination. Company will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability, nor otherwise commit an unfair employment practice. Company will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, color, religion, gender, national origin, age, or disability. Such action will include, but not be limited to, the following: employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or forms of compensation; and selection for training, including apprenticeship. Company further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services, in connection with this Agreement. This clause will also be incorporated into all job-consultants' agreements or subleases in any way pertaining to Company's performance under this Agreement.

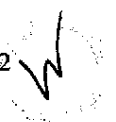
13.2 Compliance with Immigration Reform and Control Act. Company understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) to it. Company agrees to comply with IRCA in performing under this Agreement and to permit City to verify such compliance.

13.3 Offsets. Company understands and acknowledges that Chapter XVIII, §14 of City's Charter provides that no demand on City shall be allowed in favor of any person in any manner indebted to City without first deducting such indebtedness. Accordingly, Company agrees that any payments that are undisputed and due and payable to City shall be offset against the amounts payable to Company under this Agreement.

13.4 Cancellation. The Parties understand and acknowledge that this Agreement may be subject to cancellation under A.R.S. § 38-511 (Arizona's public employee conflict of interest law), in the event there is a conflict of interest of the type specified in A.R.S. § 35-511 by persons significantly involved in initiating, negotiation, securing, drafting or creating this Agreement.

13.5 Insurance Requirements.

(a) Company and its subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to



property which may arise from or in connection with the performance of the work hereunder by Company, its agents, representatives, employees or subcontractors.

(b) The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Company from liabilities that might arise out of the performance of the work under this Agreement by Company, its agents, representatives, employees or subcontractors and Company is free to purchase additional insurance as may be determined necessary.

(c) Minimum Scope and Limits of Insurance. Company shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements, provided that the coverage is written on a “following form” basis:

(i) Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

(ii) The policy shall be endorsed to include that the City of Glendale shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Company.

(iii) Automobile Liability:

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$1,000,000
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(iv) The policy shall be endorsed to include that the City of Glendale shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Company, including automobiles owned, leased, hired or borrowed by Company.

(v) Worker's Compensation and Employers' Liability:

Workers' Compensation	Statutory
Employers' Liability – Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

Policy shall contain a waiver of subrogation against the City. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. § 23-901 AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

(vi) Professional Liability (Errors and Omissions Liability):

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Company warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

(d) Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

- (i) On insurance policies where the City is named as an additional insured, the City of Glendale shall be an additional insured to the full limits of liability purchased by Company even if those limits of liability are in excess of those required by this Agreement.
- (ii) Company's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(e) Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, or canceled, except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Bill Bond, Tax and License Manager, City of Glendale, 5850 West Glendale Avenue, Glendale, Arizona 85301, and shall be sent by certified mail, return receipt requested.



(f) Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Company from potential insurer insolvency.

(g) Verification of Coverage. Company shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

(h) All certificates, and any required endorsements, are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

(i) All certificates required by this Agreement shall be sent directly to Jim Swaziek, CPPO Contract Analysts City of Glendale Attn: Materials Management, City of Glendale, 6829 North 58th Drive, Suite 202, Glendale, Arizona 85301. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

(j) Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

14. FUND APPROPRIATION CONTINGENCY.

Company understands that the continuation of this Agreement after the close of any given fiscal year of the City, which ends on June 30, shall be subject to the budget of the City providing for this Agreement item as an expenditure therein. The City cannot assure that the budget item for funding this Agreement will be approved in the future because such

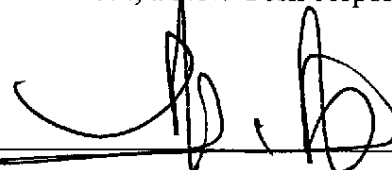


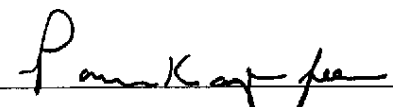
an assurance is a legislative and policy determination of the City Council at the time of the adoption of the budget. If the funding of the Agreement is not approved by the Glendale City Council, the City may terminate this Agreement as of the close of its fiscal year.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and effective as of the day and year stated above.

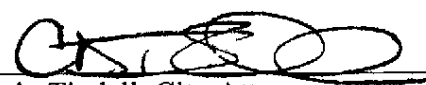
TATA AMERICA INTERNATIONAL CORPORATION, a New York corporation

CITY OF Glendale, an Arizona municipal corporation

By: 
Name: Salyanarayan S. Hegde
Title: Sr Vice President & General Counsel
Date: 11/9/09

By: 
Name: Ed Beasley
Title: City Manager
Date: November 11th, 2009

ATTEST:

Pam Hanna, City Clerk

APPROVED AS TO FORM:

Craig Tindall, City Attorney



Schedule A

INITIAL STATEMENT OF WORK
(Tax & License Information System Statement of Work)

Appendix A – Functions and Features

Appendix B – Interfaces

Appendix C – Training

Appendix D – Project Schedules

Appendix E – Project Cost

Appendix F – Change Control Form

Appendix G – Project Deliverable Acceptance Form

Appendix H – Usability Modifications



SCHEDULE A
Table of Contents

1.	<u>INTRODUCTION</u>	3
2.	<u>PROJECT SCOPE</u>	4
2.1	CURRENT PROJECT SCOPE	4
2.2	POSSIBLE FUTURE PROJECT SCOPE	5
3.	<u>PROJECT ORGANIZATION</u>	6
3.1	PROJECT ORGANIZATION CHART	6
3.2	ROLES AND RESPONSIBILITIES	6
4.	<u>METHODOLOGY</u>	9
5.	<u>DETAILED STATEMENT OF WORK</u>	9
5.1	CONSTRAINTS AND ASSUMPTIONS	9
5.2	PROJECT MANAGEMENT	12
5.3	PROJECT CHANGE MANAGEMENT PROCESS	15
5.4	PROJECT QUALITY MANAGEMENT	15
5.5	PRODUCT IMPLEMENTATION	15
5.5.1	PROJECT KICK-OFF / INITIATION	15
5.5.2	GAP ANALYSIS	15
5.5.3	DESIGN	15
5.5.4	CONFIGURATION AND CUSTOMIZATION	15
5.5.5	INSTALLATION AND ACCEPTANCE	15
5.5.6	IMPLEMENTATION	15
5.5.7	ONSITE SUPPORT AND WARRANTY	15
5.6	DATA CONVERSION	15
5.6.1	DATA CLEAN-UP	15
5.6.2	DATA CONVERSION STUDY	15
5.6.3	DATA CONVERSION DESIGN	15
5.6.4	DATA CONVERSION DEVELOPMENT AND TESTING	15
5.6.5	DATA CONVERSION IMPLEMENTATION AND ACCEPTANCE	15
5.7	IMAGING	15
5.7.1	REQUIREMENTS DEFINITION / DETAILED DESIGN	15
5.7.2	DEVELOPMENT / CUSTOMIZATION	15
5.7.3	INSTALLATION	15
5.7.4	TRAINING	15
5.7.5	ACCEPTANCE TESTING	15
5.7.6	POST ACCEPTANCE TEST SUPPORT	15



6.	<u>PROJECT SCHEDULE AND COST</u>	15
6.1	PROJECT SCHEDULE	15
6.2	PROJECT DETAILED COST	15
7.	<u>SERVER HARDWARE AND SOFTWARE REQUIREMENTS</u>	15
7.1	SYSTEM SERVER SIZING	15
7.2	TCS RECOMMENDATION	15
8.	<u>APPENDIX A - FUNCTIONS AND FEATURES</u>	15
9.	<u>APPENDIX B – INTERFACES</u>	15
10.	<u>APPENDIX C –TRAINING</u>	15
11.	<u>APPENDIX D – PROJECT SCHEDULE</u>	15
12.	<u>APPENDIX E – PROJECT COST</u>	15
12.1	MANDATORY - CORE SOLUTION	15
12.2	MANDATORY - ANNUAL MAINTENANCE - YEARS 1 & 2	15
12.3	OPTIONAL – DATA CONVERSION	15
12.4	OPTIONAL – ADDITIONAL COMPONENT, INTERFACES	15
12.5	OPTIONAL - ADDITIONAL TAX MANTRA® TRAINING	15
12.6	OPTIONAL – ANNUAL MAINTENANCE FOR SUPPORT YEARS 3 TO 5	15
12.7	OPTIONAL – ANNUAL MAINTENANCE FOR SUPPORT YEARS 6 TO 10	15
12.8	OPTIONAL – ANNUAL MAINTENANCE FOR FUTURE SUPPORT YEARS	15
12.9	OPTIONAL – ADDITIONAL LICENSES FOR TAX MANTRA®	15
12.10	COST FOR ESCALATION OF PRIORITY ITEMS	15
12.11	TIME AND MATERIAL RATES	15
12.12	PROJECT PAYMENT MILESTONES	15
13.	<u>APPENDIX F – CHANGE CONTROL FORM</u>	15
14.	<u>APPENDIX G - PROJECT DELIVERABLE ACCEPTANCE FORM</u>	15
15.	<u>APPENDIX H USABILITY MODIFICATIONS</u>	15
15.1	USABILITY MODIFICATIONS TO TCS TAX MANTRA®	15

1. Introduction

This Statement of Work, Schedule A ("SOW") is subject to and incorporated into the terms of the Master Services Agreement ("MSA"), between Company and the City.

Capitalized terms used but not defined in this Statement of Work shall have the meaning assigned to them in the Software License Agreement ("SLA") and the MSA. In the event that there is a conflict or inconsistency between the terms and conditions of this Statement of Work and those contained in the MSA, the terms of the MSA shall prevail, unless the Parties explicitly agree otherwise in writing.

Appendices to this SOW are incorporated herein as if fully set forth.

The City has licensed the following products, collectively referred to as "Licensed Software," under SLA from Company:

- Tax Mantra® which includes the following "modules":
 - Taxpayer Registration
 - Taxpayer Accounting
 - Payment Processing
 - Revenue Accounting
 - Correspondence
 - Case Management
 - Security
 - Reports
 - Utilities
 - Inquiry
 - Configuration
- E-Tax

The City will license at its costs, the following Impression Software products directly from Impression Technology

- Imaging solution which includes the following "modules":
 - iCapture Core
 - Form Definition Editor
 - Automated TransBuilder
 - iScanPlus
 - Image Enhancement
 - Post-Processor, Business Rule Engine
 - ICR/OCR Adaptor
 - ICR/OCR Processor

- Key Data Entry
- iExport Tax Mantra
- iExport Webxtender

2. Project Scope

2.1 Current Project Scope

The scope of work to be performed by Company and its subcontractors, collectively referred to as Company, is described in this SOW. In addition, certain, but not necessarily all, work to be performed by the City is described. City tasks that are direct dependencies to Company Project tasks are outlined in this SOW.

In the charts depicting roles and responsibilities, P identifies the party responsible for management and implementation of the work; S identifies the second party providing assistance. Assistance can include review, mentoring and knowledge transfer of both skills and particular information.

Company will begin to perform the Services described in this SOW following the execution of the MSA and SLA by both parties, and plans to complete the Services defined in this SOW according to the schedule in Section 6.1 – Project Schedule, subject to the terms of this SOW, any amendments of this SOW, and any approved Change Requests.

The Project Schedule reflects a comprehensive implementation package integrating all the Licensed Software and Implementation Services. This package is collectively referred to in this SOW as the Tax Mantra® Solution. The Project Schedule is aligned in multiple activities that are organized to deliver the system functionality in-line with City requirements. The multiple activities and the scope of components to be delivered in each are outlined below. Details on the specific activities, the responsibilities of each Party, and the deliverables associated with the activities are provided in Section 5 of this SOW “Detailed Statement of Work.”

- Tax Mantra® product including the following components and related services:
 - Taxpayer Registration
 - Taxpayer Accounting
 - Payment Processing
 - Revenue Accounting
 - Correspondence
 - Case Management
 - Security
 - Reports
 - Utilities
 - Inquiry
 - Configuration

- Tax Mantra® eTax component
- License for one Crystal Report Server XI (Windows) with Crystal Report Server XI users 10 CAL
- Five (5) licenses for the Crystal Reports developer (Windows)
- Data Conversion
 - Study to determine the scope of data migration
 - Design, Extraction, Loading and Testing (will depend on the outcome of Data Conversion Study)
- Implementation services for the following Imaging Components (components will be procured by the City directly from Impression Technologies):
 - iCapture Core
 - Form Definition Editor
 - Automated TransBuilder
 - iScanPlus
 - Image Enhancement
 - Post-Processor, Business Rule Engine
 - ICR/OCR Adaptor
 - ICR/OCR Processor
 - Key Data Entry
 - iExport Tax Mantra
 - iExport Webxtender

2.2 Possible Future Project Scope

The City has the option to install the following additional module/functions of the Tax Mantra® solution:

1. Management Dashboard module.
2. Implement an interface with the City's Hansen 7.7 system.

The City can elect to move forward with the above two as part of this SOW and for the pricing outlined in Section 6.2 – Detailed Project Cost. The prices for these options are valid for sixteen (16) months from Project start at Project Kickoff meeting.

Details on the implementation approach, planning, and technical needs will be further defined at the point when City elects to move forward with these two modules. Scheduling of the implementation of these modules may impact the costing for implementation services.

3. Project Organization

3.1 Project Organization Chart

The Project will be organized in a way that is in line with TMIM and PMI guidelines. This Project structure will allow for the efficient and effective interactions on Project tasks and for Project management issues.

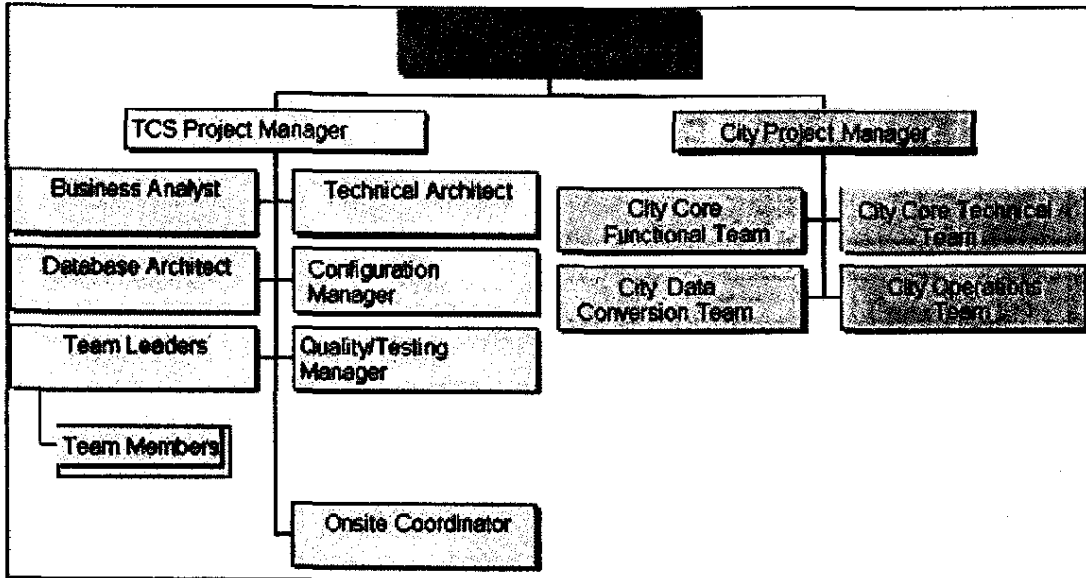


Figure 1 Project Organization Chart

3.2 Roles and Responsibilities

Company's and City's respective Project involvement and responsibilities are set forth in the roles and responsibilities matrices for the Duration Activities. General governing constraints and assumptions appear in the Detailed Statement of Work below, and those that are specific to an activity are listed at the end of each activity's matrix. In the table below, a high level description of each primary role on the Project is provided. A role may be fulfilled / staffed by more than one Company or City resource. One resource from either Company or City may fulfill more than one role.

Role	Type	Description
Escalation Working Group	Joint	The Escalation Working Group will be comprised of the City Project Sponsors and Company executive staff members. The Escalation Working Group reviews and approves Project issues that are escalated by the Project Managers.

Tax Mantra® Glendale - Statement of Work

Role	Type	Description
Project Manager	Company	Company Project Manager: The Company Project Manager will assume direct responsibility over Company project team resources. He will provide advice and assistance with regard to task management and work activities to the City Project Manager.
Project Manager	City	City Project Manager: The City Project Manager has overall responsibility for managing and directing all Project activities and will coordinate work activities with the Company Project Manager.
Onsite Coordinator	Company	<p>Onsite Coordinator ("OC") plays a very crucial role in the proposed offshore-onsite implementation methodology.</p> <p>OC is the single point of contact between the City and the offshore team during all the offshore activities, namely the Design and Configuration and Customization, Development and Testing.</p> <p>OC possesses the requisite functional/technical skills to coordinate/facilitate with respective parties and answers the City and Company queries/clarifications as and when required.</p> <p>OC will adequately guide the City staff in Test Case and Test Data preparation, may be involved in the set-up of the Test and Production environments at City, and will coordinate delivery of Company Deliverables to City and vice versa.</p>
Business Analyst	Company	The Company business analyst will be involved in Gap Analysis, Data Conversion Requirement Study, Design, and review/testing of all deliverables to City.
Technical Architect	Company	Evaluate, propose, validate approve and facilitate implementation of major architectural changes required in the product.
Database Architect	Company	All database administration activities for the development and the testing team for the offshore activities. This resource will also facilitate any Database Change Requests (DCR), their approval, validation and its implementation.



Tax Mantra® Glendale - Statement of Work

Role	Type	Description
Configuration Manager	Company	Responsible for maintaining different versions of the software and ensures that the team is always working on the latest copy of the software.
Team Leaders	Company	The team leaders are involved in design, customization and configuration of the software, code and test case review & integration testing
Quality / Testing Manager	Company	Responsible for ensuring that the software has been tested as per the specifications provided by the City.
Team Members	Company	Responsible for Unit Test Case preparation, Customization and Configuration, Unit Testing, Reviews and Documentation.
Functional Team	City	These staff will be responsible for various functional areas as they align with Tax Mantra® functionalities. The Subject Matter Experts (SMEs) are responsible for providing requirements, reviewing Project Deliverables, and providing sign-off on deliverables. Normally these SMEs are experienced individuals within the City that have been authorized to make decisions on behalf of the Project Team. The SMEs may take on various roles throughout the lifecycle of the Project.
Technical Team	City	The technical team will be responsible for all technical support and facilitations for the set-up of the training, testing and production environments as well as deployment of the upgrade releases from Company.
Data Conversion Team	City	This team will assist Company staff in Data Mapping from the existing database. The City team will be responsible for purification of data.
Operations Team	City	This team will be required during the acceptance-testing activity for doing the acceptance testing.

4. Methodology

Company's Project Management and Product Implementation Methodologies are utilized by Company in conjunction with the City's respective methodologies. The methodologies are reflected in the activities that are described in this SOW.

In order to meet Project objectives, Company will utilize the following methodology that is based upon Project Management Institute (PMI) principles, Company's proprietary Integrated Quality Management System (iQMS) methodology, and its extensive experience in implementing complex tax systems. The aforementioned principles and methodologies in conjunction with the "lessons learned" from other similar projects have been taken to develop a "best practices" approach towards implementation of the solution for the City.

This methodology provides for clearly defined milestones to achieve a timely, cost effective, and quality solution for the City. This approach will help exploit synergy with the City and thus lead to achievement of City objectives and the Company mission of "customer delight."

Milestones and reviews will be established between the Project Management at appropriate stages to facilitate Project monitoring, to keep the Project on track, and to see that expectations are in accord - early and continuously. Pre-defined deliverables at the end of each activity will enable the City to track the progress of the Project.

5. Detailed Statement of Work

5.1 Constraints and Assumptions

The following constraints and assumptions apply to all activities outlined in this section – Detailed Statement of Work:

1. The City is responsible for providing and maintaining the physical facilities required for the Project Team; including, without limitation, all of the following: conference rooms; overhead projectors; white boards; a desk, telephone and computer communication hook up for communication with the City's and Company's local and remote systems for each Project Team Member; computers and other facilities for training; printers; access to photocopier, scanner, fax machine; a Project work area; administrative support when requested. City will provide network access to the laptops carried by Company onsite staff. Company computers will comply with security standards defined by the City and be current with virus software. The City will provide their security standards to Company in advance. Company will need Internet access to the Company network for communication. Company staff will also need to have access to the City's network for Project related documents and software. At least one of the conference rooms will be dedicated to the Project Team throughout the Project lifecycle so that the Company on-site team and the City on-site team are easily accessible to each other. The City will make available, as needed, additional conference rooms for breakout meetings that will be required. Company expects to have a maximum of 5 personnel on site at any one time. Company may have additional staff on-site as needed to perform work activities, but these additional staff will not need desk work space. It is anticipated that for additional staff either

existing Company desk work area and/or conference room workspace will be used.

2. The City may provide secure remote access in accordance with the City's security standards as provided. When given such access the contractor will act in accordance with the City's security standards and will only use such access for the purpose of fulfilling the requirements of the agreement.
3. The term "Hardware" as used herein shall mean both the hardware and any system or other third party software required for the Project, other than software that is part of the Tax Mantra Solution. Company has identified the Hardware required to load and operate the Licensed Software and required third party software and to perform Project activities for the phases of the Project. The City will identify and review the final Hardware configuration with Company to ensure sufficient lead times to acquire and make ready the Hardware with effective performance. The City will provide and maintain, in satisfactory operating condition, a working Hardware platform with sufficient capacity to load and operate the Licensed Software and required third party software and to perform Project activities for the Project. The Hardware must have all required network interfaces to provide user access to printing and terminal facilities in at least one training location. Company assumes that the Hardware platform will be fully operational for that activity of the Project prior to Company's arrival on-site for any particular activity.
4. The City will be responsible for system administration and management activities on the platforms belonging to the City, including, but not limited to, establishing regular backup procedures to secure the new operating environment, and general system housekeeping activities. Company will provide information and guidance as to what is expected regarding system administration. Such activities may include, at the request of Company, management of the Licensed Software delivered to or being developed on the City platforms.
5. The City will be responsible for procuring at its cost, the licenses and the support for all components of Imaging, i.e., Impression Software required for implementation of Tax Mantra Solution as required under this SOW, including authorization for Company to use such Impression Software at Company Offshore location for the Project duration.
6. The City will assign a core team staff for the duration of the Project, and will identify additional Subject Matter Experts (SMEs) who will be available as per the Project Schedule and at other times as required for each party to accomplish its work. Each party's staff will be present at all required meetings, training sessions, workshops, and the like. The City's staff will be sufficiently knowledgeable of the City's business processes, technical environment, and detailed subject matter, to answer questions posed by Company, upon which answers Company may rely. The City team members will be authorized by the City to make decisions for the City concerning the requirements and functionality of the system and other aspects of the Project.

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7. Each party's performance and effectiveness is dependent in many cases on the timeliness and quality of the other party's activities and deliverables. The City and Company intend to perform and complete work per the Project Schedule in Section 6.1, as it may be modified from time to time by mutual consent. Any Project delays will be documented and escalated to the Steering Committee as part of the Change Request process.
8. Training Expectations: The City will provide knowledgeable employees trained in information services operations, relational database management system administration, and use of the hardware platform on which the applications software is installed. Company will provide end-user training to City or other City designated staff to act as trainers; Company will "train the trainers". Company will provide competent trainers with good communication skills who are knowledgeable of the product and customizations to the product.
9. Deliverables, once accepted by the City, cannot be changed without an equitable adjustment through the Change Request process as defined in the MSA.
10. It is the explicit intent of the parties for the City to utilize the standard Licensed Software plus the functional algorithms referenced in Appendix A: Functions and Features Checklist with modifications based on a review of the functions and features during Gap Analysis. Should the standard Licensed Software not be able to accommodate functionality that may be identified by the City, the City may elect to change its requirement or expand the scope of the Agreement to include investigation of how best to meet the City requirement. Any such expansion of scope will be subject to completion of a Change Request, which is agreed to and executed by the parties.
11. Whenever a Change Request is executed by the parties it shall state the agreed upon adjustment in fees, costs, schedule and other contract terms and conditions, as appropriate. The approval by the City of any Change Request referenced in this SOW shall be subject to the contract approval requirements of the City.
12. The City or Company may need to change any team member assigned to the Project at any time. New City or Company team members will be assigned with the same or similar skill sets as quickly as possible. The City and Company desire to keep all staff assigned to the Project for the duration of the Project; any unanticipated changes to staff on the Project will require analysis of any impact.
13. City will set-up the VPN and FTP access facilities for the Company offshore team and provide appropriate access. Company staff on-site in Glendale will use their own calling cards to call India from City phones.
14. City will be responsible for review and sign-off of all Project Deliverables within 5 business days of submission of the deliverables or other mutually agreed to timeframe. (Where the expected size of the deliverable / review material is large, sections of the deliverables will be scheduled for review during respective Project activity(ies).

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15. Any material changes to any of the following require a Change Request for approval, modification or denial, as specified in Section 2 of the MSA: change in scope, cost or schedule.

5.2 Project Management

It is understood and agreed by the parties that all services shall be performed in accordance with the terms of the MSA (including this SOW) and deliverables shall be subject to inspection and approval of the City according to the Acceptance Procedure described in the MSA. Mutually agreeable deliverable acceptance criteria will be developed during the Project Initiation activity and a Certificate of Acceptance will be signed off when either the Company or City deliverable meets the criteria for acceptance. (See Appendix G for a template of the Certificate of Acceptance).

Company will provide the following Project management services:

- A Project Manager to monitor the performance and progress of the overall Project who shall have decision-making authority for those issues where Company is the responsible party. The Company Project Manager shall be reasonably available as needed.
- Project Manager will be responsible for the overall management of the Company Project activities and deliverables as described in this SOW, as well as management of any third party resources hired by Company to provide services within this SOW. Neither the Company Project Manager nor Company shall be responsible for the quality and/or timeliness of activities and deliverables that are solely the responsibility of the City. Such responsibility shall remain vested with the City. Company shall notify the City in accordance with the Communication Plan of any material schedule or quality deviations regarding the Project Deliverables.

The Company Project Manager will coordinate with the City Project Manager to timely accomplish all the scheduled tasks as represented in the attached Project Schedule, Section 6.1.

The City will provide the following Project Management Services:

- An Executive Steering Committee to monitor the performance and progress of the overall Project and who shall have decision-making authority. The Executive Steering Committee shall be reasonably available as needed.
- A Project Manager who has overall responsibility for Project execution. The City Project Manager will direct and manage the City's activities and deliverables as described in this SOW, as well as management of any third party resources hired by the City to provide services as part of this Project. The Company Project Manager is responsible for the overall management of Company resources and will provide guidance and advice as necessary to the City Project Manager. The City Project Manager will maintain communication between the parties, manage the City team members, coordinate the City activities with the Company Project Manager, and provide assistance on activities as needed to keep the Project on schedule. The City Project Manager is responsible for reporting status to the City Steering Committee members. The City Project Manager is responsible for the City's and the City's third party's adherence to the Project Schedule. Additionally,

Tax Mantra® Glendale - Statement of Work

the City Project Manager will serve as the main contact for the Project and will escalate issues as necessary.

Company is responsible for the quality of Company activities and deliverables; the City is responsible for the City activities and deliverables. It is the understanding that both parties need to be intimately involved in the successful execution of the Project.

	Project Management Activities	Description	Responsibility	
			TCS	City
1.	Company Project Management	Company Project Manager responsible for management of Company team members and sub-contractors. The Company Project Manager directs activities and deliverables for which Company is responsible under this SOW.	P	S
2.	City Project Management	The City Project Manager is responsible for the overall Project schedule and the management of the City's Project activities. The City Project Manager is responsible for working with the Company Project Manager to coordinate activities and deliverables that are the responsibility of the City. In addition, the City Project Manager is responsible for ensuring the quality and timeliness of activities and deliverables of the City staff and sub-contractors.	S	P



	Project Management Activities	Description	Responsibility	
			TCS	City
3.	Planning; Duration Plans	<p>The Company Project Manager is responsible for driving the management of the items or activities listed below, as required. Company Project Manager provides advice and assistance to the City Project Manager.</p> <p>Project Schedule – Company provides schedule of Company activities. This is a joint effort with the City having responsibility to meet their respective business objectives.</p> <p>Project Management Plan that will include the following:</p> <ul style="list-style-type: none"> • Deliverables Plan • Quality Plan • Risk Plan • Issue Resolution Plan • Change Request Management Process • Project Document Management Plan. • Communication Plan • Project Organization 	P	P
4.	Feedback / Reporting	<p>The City Project Manager is responsible for the management of the items or activities listed below. Company Project Manager provides advice and assistance to the City Project Manager. Each Project Manager contributes the content for the activities and deliverables that are their responsibility and other items relative to their respective organizations in accordance with the Communication Plan that may include:</p> <p>Weekly and Monthly Status Reports.</p> <p>Hold Project Team meetings</p> <p>Attend Steering Committee meetings</p>	S	P

	Project Management Activities	Description	Responsibility	
			TCS	City
5.	Strategies	<p>The Company Project Manager will coordinate with the City's Project Manager in the management and delivery of the items or activities listed below.</p> <ul style="list-style-type: none"> • Conversion strategy • Interfaces strategy • Application Configuration and Maintenance strategy • Hardware and Software Configuration and Management strategy • Test Strategy • Cutover and Rollout Strategy 	S	P
6.	Financial / administration Management	<p>The City Project Manager and Company Project Manager are responsible for the management of the items or activities listed below, as appropriate to their organizations and team members.</p> <ul style="list-style-type: none"> • Invoices & Payment Authorizations • Time reporting • Vacation planning • Payment Schedule • Scope/change control 	P	P

5.3 Project Change Management Process

If City or Company makes any proposal for any change, alteration or modification of the agreed Specifications or scope of Services and Deliverables specified in the Agreement a "Change Control Form" shall be prepared (format give in Appendix F). This is done as soon as practicable upon realization that the scope of the Project should be changed. Notification shall be given after Company's receipt of a Change Control Form from City, or if Company desires to propose a Change Control, Company shall prepare and submit to City a written Change Control Form using the same format. Such change request form and process shall include terms and conditions proposed by Company in order to implement the Change Request as soon as reasonably practicable. Such terms and conditions shall include, without limitation, a description of the requested change (the "Change") and an estimate of:

- (a) additional fees and expenses payable by City to Company as a result of the implementation of the Change Request; and
- (b) any expected impact, if any, the Change Control Form shall have on the Project schedule.

On City's written approval of the Change Control Form, the approved change order proposal ("Change Order") shall become effective, and Company shall take such steps as are necessary to implement the Change Order.

No Change to the Agreement shall be binding on the Parties unless the Change is embodied in a written Change Order. Each of City and Contractor, acting reasonably, shall negotiate the terms and conditions of any Change Request with a view to reaching agreement on such terms and conditions and executing and delivering a Change Order as soon as practicable.

5.4 Project Quality Management

Company and City agree to implement a Project Quality Management Plan utilizing the guiding principles of the Company iQMS. The Project Quality Control Plan will be developed and mutually agreed to during the Gap Analysis activity of the Project.

5.5 Product Implementation

5.5.1 Project Kick-off / Initiation

The purpose of Project Kick-off / Initiation is to prepare for the implementation of the Licensed Software. The main focus is on preparing the Project Team and the infrastructure for the analysis effort. If needed, some scope clarification is performed. A kick-off meeting is held to get the Project Team together (both the City and Company team members). The kick-off meeting will introduce the team to the Company Project Schedule and the process that will be used for implementing the Tax Mantra® Solution. The Licensed Software is presented as part of the Gap Analysis sessions in order to begin the training process for the City's staff. The overview provided is not "traditional" classroom type training but is instead presented in the context of a Gap Analysis session.



5.5.1.1 Tasks

	Tasks	Description	Responsibility	
			TCS	City
1.	Prepare Draft Project Management Plan	<p>Gather needed information and work on all components of Project Management Plan. This will be input to the Kick-off Meeting presentation. Components of the Project Management Plan include:</p> <ul style="list-style-type: none"> • Deliverables Plan • Quality Plan • Risk Plan • Issue Resolution Plan • Change Request Management Process • Project Document Management Plan. • Communication Plan • Project Organization 	P	P
2.	Prepare Project Kick-off Presentation	Complete and review for acceptance the Project Kick-off meeting presentation.	P	S
3.	Conduct Project Kick-off meeting	Present the Kick-off Meeting presentation and answer questions regarding the implementation approach.	P	S
4.	Refine Company Project Schedule	<p>The overall schedule may be amended and refined upon mutual agreement between Company and the City. Company will draft the initial Company Project Schedule with all Company Project activities. The work tasks and deliverables identified in this Statement of Work will be included in the initial Company Project Schedule to be refined as work progresses.</p> <p>The City will contribute to development and refinement of the plan.</p>	P	P

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	Tasks	Description	Responsibility	
			TCS	City
5.	Prepare Acceptance Criteria	City and Company to define Acceptance Criteria for all activities and deliverables as part of this Project activity.	S	P
6.	Project Kick-Off Activity approval	Company and the City to review entire activity and deliverables. Completed with a Sign-off on Acceptance form.	P	P

5.5.1.2 Constraints and Assumptions

Any significant changes in scope from this SOW will be documented as Change Requests to be reviewed and approved or rejected.

The City team members and SMEs in addition to Company staff attend the Kick-Off Activity meeting.

The team facilities (such as the facilities listed at Section 5.1 (1) above are available.

5.5.1.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Project Kick-Off Meeting Presentation	Presentation in MS PowerPoint format	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
2.	Project Kick-off Meeting	Meeting	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
3.	Draft Project Schedule	Electronic MS Project copy	Formal preparation, refinement, and review as part of this activity. (Note this deliverable will be finalized and accepted in the next activity – Gap Analysis)
4.	Acceptance Criteria	Electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
5.	Tax Mantra® Base User Manuals	Electronic (PDF)	Formal acceptance that manuals have been received by the City.



5.5.2 Gap Analysis

During this activity key users will be provided an overview (initial training) of the Tax Mantra® product as part of workshops for Gap Analysis. This overview will help the key users in understanding the functional features of the Tax Mantra® product. This will be followed by Gap Analysis where Company will validate the City requirements against the Tax Mantra® functionality. All the validations and enhancements to the requirements for any implementation sequence will be properly documented in accordance with the product implementation plan. Company will interact with City personnel to fully understand the scope, purpose and implication of each requirement.

Company will prepare a Gap Analysis Document in this activity. This document will contain a matrix that will document the outcome of a match between Tax Mantra® and the City's detailed requirements. This document will also identify the customization and configuration required in Tax Mantra®. Before the commencement of the subsequent activity, City will need to review and approve the Gap Analysis Document in a timely manner.

This activity has the following objectives:

- Provide an understanding of the Tax Mantra® product to key users
- Understand and validate the requirements
- Discuss each functional module using the Tax Mantra® screens
- Match the City requirements with Tax Mantra® and surrounding components functionality
- Document the outcome of a match between Tax Mantra® and City requirements
- Document any major deviations in functionality from the Tax Mantra® product
- Capture the master data, used for configuration of Tax Mantra® with City
- Finalize case flows
- Review the report layouts and correspondence for any changes to the static text with customer
- Review interface sources for data exchange between Tax Mantra® and external systems and finalize the format for data exchange
- Prepare an Acceptance Test Plan that will outline how the system will be tested
- Begin preparing Acceptance Test Scenarios that will detail how each function of the system will be tested to confirm requirements are met.

5.5.2.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1.	Conduct Gap Analysis Work Sessions	P	S
2.	Conduct meetings to gather requirements, specifications, and detailed data associated with requirements	P	S
3.	Prepare Gap Analysis Document	P	S
4.	Update Project Plan as needed per Gap Analysis	P	P
5.	Prepare Acceptance Test Plan (ATP)	S	P
6.	Prepare Draft Acceptance Test Scenarios	S	P

5.5.2.2 Constraints and Assumptions

- City SMEs and supporting staff must be available to participate in Gap Analysis sessions as scheduled.
- City SMEs and supporting staff must be available to provide follow-on data, documentation, and responses to queries from Company.
- Gap Analysis sessions will be scheduled in advance jointly with City. Company will require conference room large enough to facilitate sessions with a whiteboard and projector.
- City SMEs should have reviewed and be prepared to address questions related to the RFP published requirements.
- City SMEs should be versed in the business processes currently leveraged and potentially leveraged in the future in alignment with Tax Mantra® solution.

5.5.2.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Acceptance Test Plan (ATP)	Electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
2.	Gap Analysis Document	Electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
3.	Draft Acceptance Test Scenarios	Electronic (MS Word)	Formal preparation, refinement, and review as part of this activity. (Note this deliverable will be finalized and accepted in the next activity – Design)

5.5.3 Design

During this activity the design for the requirements further clarified and documented in the Gap Analysis document is prepared. The design will address any needed customizations identified during Gap Analysis that are needed to meet required functionality. The design documents will also encompass identified interfaces and will be used by both the City and Company to complete necessary legacy application modifications and Tax



Mantra® customizations respectively. The City is involved in the review and acceptance of design documents.

The draft Acceptance Test Scenarios that were prepared during Gap Analysis activities are finalized and accepted by Company and City during this activity. Acceptance Test Scripts based on the finalized Acceptance Test Scenarios are drafted during this activity and finalized during the Configuration and Customization activity.

5.5.3.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. Prepare High level design documents	Design documents are prepared by Company in alignment with Gaps identified as needing customizations to base Tax Mantra® software.	P	S
2. Review high level design documents	City in conjunction with Company will review proposed design documents to ensure proposed design will meet City requirements and effectively remediate identified Gaps.	P	P
3. Design Document (for Legacy Application and other city systems)	Design documents are prepared by City in alignment with Gaps identified as needing customizations legacy applications and /or any other city system and for interfaces.	S	P
4. Review Design Document (for Legacy Application and other city systems)	Company in conjunction with City will review proposed design documents to ensure proposed design will effectively remediate identified Gaps needing customizations to legacy applications and /or any other city system and for interfaces.	S	P
5. Finalize Acceptance Test Scenarios	City will work to finalize the details for Acceptance Test Scenarios. Company will review Acceptance Test Scenarios and accept.	S	P
6. Prepare draft Acceptance Test Scripts	City will work to detail out Acceptance Test Scenarios in the form of Acceptance Test Scripts. This will be a detailed, step-by-step account of how to test a particular portion of functionality that should be present in the system including the required input data and expected output for each step. This will also identify the test data required for these Test Scripts.	S	P

5.5.3.2 Constraints and Assumptions

- Design documents will be prepared by Company in accordance with Company standard format.
- Review and Acceptance of Design documents by City will primarily be from the standpoint to confirm that proposed design meets requirements and addresses Gaps identified during Gap Analysis activities.
- Review and Acceptance of Acceptance Test Scenarios by Company will primarily be from the standpoint to ensure that City is taking reasonable steps and detail necessary to test functionality of Tax Mantra® solution. These Acceptance Test Scenarios will be used additionally during System and Integration Testing activities performed by Company during the Configuration and Customization set of activities.

5.5.3.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Design Documents	Electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
2.	Design Document (for Legacy Application and other city systems)	Electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
3.	Final Acceptance Test Scenarios	Electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
4.	Prepare draft Acceptance Test Scripts	Electronic (MS Word)	Submission of draft Acceptance Test Scripts for review.

5.5.4 Configuration and Customization

This activity covers the configuration and customization of the Tax Mantra® product as per the overall Project plan and in alignment with Gap Analysis document items. The Tax Mantra® baseline solution will be configured so that it can be implemented. Necessary customization components will be coded



and fully tested. Customization includes necessary components to interface to City external systems. This activity includes unit, system, and integration testing activities of the Project for both configured and customized Tax Mantra® solution. This testing will be done at Company location in preparation for the Installation activity that will occur on-site at City.

During this activity Acceptance Test data will begin to be prepared and provided by City. This approach permits the City to define the full extent of the acceptance test, gain assurance that the product is in line with requirements and begin to take ownership of the product.

5.5.4.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. Configure Tax Mantra®	Company will configure Tax Mantra® based upon City requirements and items mutually agreed upon and further documented in the Gap Analysis document.	P	None
2. Customize Tax Mantra®	Company will develop necessary components according to Designs created, reviewed, and accepted during the Design activity of the Project and documented in the Design Document.	P	None
3. Prepare Unit Test Plan and Unit Test Cases	Company will define Unit Test Plan and Cases needed to test the customizations created.	P	None
4. Perform Unit Testing	Company will unit test the Tax Mantra® solution to ensure that all customizations are performing as expected and in-line with requirements.	P	None
5. Prepare System Test Plans and System Test Cases	Company will define System Test Plan and Cases needed to test the configurations setup and customizations created.	P	None
6. Perform System Testing	Company will System Test the Tax Mantra® solution to ensure that all configurations and customizations are performing as expected and in-line with requirements.	P	None

	Tasks	Description	Responsibility	
			TCS	City
7.	Extract Data	City will extract subsets of data from legacy system(s). This data will be supplied to Company for the purposes of testing the configured and customized solution. This extract will only include a subset of data from legacy sources. The exact data, the volume of data, and the formats of data will be determined jointly between City and Company. Company will determine if data is usable in testing application.	S	P
8.	Update Training Manuals	Company will update and deliver to City training manuals.	P	S
9.	Installation Manual	Company will deliver base Tax Mantra® installation manual(s).	P	S
10.	Data Dictionary Document	Company will deliver a Data Dictionary giving the details of all database objects such Tables, Views etc and their attributes.	P	S
11.	Update User Manual	Company will update and deliver to the City the User Manual.	P	S

5.5.4.2 Constraints and Assumptions

- Configurations and Customizations will be done based upon designs formulated, reviewed, and accepted in previous Design activity.
- All Unit and System Testing will be solely a Company responsibility. This will be done at Company location and City will perform no testing activities.

5.5.4.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	System Tested Configured and Customized Tax Mantra® application	Application Software	City will provide Acceptance through acknowledgement that it has been delivered to City site.

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	Deliverable	Deliverable Type	Approval Process
2.	Tax Mantra® Training Manuals	Electronic (PDF)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
3.	Tax Mantra® Installation Manual	Electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
4.	Tax Mantra® User Manual	Electronic (PDF)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
5.	Extracted Data for Testing purposes	Data in files or tables	Formal Sign-off as part of Acceptance that data has been delivered and is usable by TCS testing team. 5% of data – Accounts, periods.
6.	Data Dictionary Document	Electronic	Formal Sign-off as part of Acceptance that Data Dictionary has been delivered and is usable by City. (Certificate of Acceptance)

5.5.5 Installation and Acceptance

This activity will commence with Company installing the application (previously delivered during the Configuration and Customization activity) in the City test environment. This activity is done in a way that City ITD personnel will provide assistance as needed as well as one-on-one support / mentoring in accordance with the training approach outlined in Appendix C – Training.

TCS will conduct the train-the-trainer sessions for City identified Trainers. In turn, City Trainers will need to provide training to City staff identified as Acceptance Testers and all other users of the system. Technical Training will be provided to ITD technical staff during this activity as outlined in Appendix C – Training.

Acceptance test cases and data, pre-defined by the City Project Team, will be used by the City Acceptance test team to test the configured and customized Tax Mantra®. City will report defects encountered in writing to Company. Once a defect has been identified, it will be categorized and classified based on the guidelines established before the beginning of Acceptance testing in accordance with the Test Plan.

Any unresolved defects pending on the last day of the Installation and Acceptance testing activity will be documented and agreed to by City and Company. The next aspect of this activity is correcting all defects found during the Acceptance Tests.



Resolution of the defects by TCS, as per the established acceptance criteria, will constitute acceptance of the configured Tax Mantra® by the City.

The Acceptance Test activity of the Project will require significant interaction and participation from City personnel. The City is expected to ensure that this activity is completed within the scheduled time. For this, it is very important that City assigns personnel on full time basis for this activity.

For the successful completion of this activity, City will have to make sure that the other applications that need to interface with the application must either be available or be simulated to provide sample data as required by the interface files of the application. Also all hardware and software resources as well as sufficient number of City personnel should be available on a full time basis for participation and completion of this activity.

5.5.5.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. Preparation of Test Environment	City ITD staff will work to install necessary hardware and software needed in preparation for installing the Tax Mantra® application.	S	P
2. Install	Company will work with City ITD staff to install Tax Mantra® components into the test environment and verify that all are installed correctly.	P	P
3. Train the Trainers	Company will conduct training for City identified Trainers. This training will include training for Crystal reports.	P	S
4. Update User Manual	Company will update the User Manuals to reflect updates needed based upon training and Acceptance Testing Activities.	P	S
5. User Training	City Trainers will train (minimally) those users that will be conducting Acceptance Testing activities and all other users of the system	S	P
6. Acceptance Test	City identified Acceptance Testers will perform Acceptance Testing activities per the Acceptance Test Plan, Acceptance Test Scenarios, and Acceptance Test scripts. Defects will be captured, logged, and communicated to TCS throughout this process.	S	P

Tasks	Description	Responsibility	
		TCS	City
7.	Acceptance Test Defect / Issue Resolution	P	S
8.	Acceptance Test of Defect fixes	S	P
9.	Approval of Application	P	P

5.5.5.2 Constraints and Assumptions

- Installation of configured and customized Tax Mantra will be done in environment that City has prepared and setup. This task may be begun prior to the start of this activity.
- Both formal classroom and one-on-one mentoring and training will be conducted during this activity.
- Acceptance Testing will begin immediately after the training is completed. There will be no gap between these activities.
- Company and City will work jointly to correctly categorize Acceptance Test defects / issues that are reported.
- Acceptance Testing activities will be limited to the duration as outlined in the Project plan. Any change to this duration for any reason will require a Project Change Management Request.
- Testing of fixes for reported Acceptance Test defects will be limited to the duration as outlined in the Project plan. Any change to this duration will require a Project Change Management Request. In addition, Acceptance Testing activities during this period will be limited to testing of fixes for those defects reported.

5.5.5.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Acceptance of Configured Tax Mantra®	Paper (and electronic MS Word copy)	Formal Sign-off and Acceptance that Tax Mantra ® (configured and customized) modules have been delivered, installed, Acceptance Tested, and identified defects resolved. (Certificate of Acceptance)
2.	Updated User Manual	Electronic (PDF)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
3.	Training	Classroom Sessions	Formal Review, Sign-off as part of Activity Acceptance that training has been delivered as planned to City Trainers. (Certificate of Acceptance)

5.5.6 Implementation

Company and the City will carry out this activity jointly and will immediately commence after the completion of acceptance testing of the application. The goal of this activity is to install the Accepted Tax Mantra application in the City's production environment. Company will provide support to the City to conduct the roll out of the application in the City production environment. The City will plan for, prepare, and install the Tax Mantra application in the production environment. Company will provide support to these activities.

5.5.6.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. Planning for Production Environment	City will plan for setting up the production environment. This includes all necessary hardware and software for components that are in scope. City is responsible for aligning all necessary City resources (people and infrastructure) needed to plan for the production environment being setup. Company will provide needed support and answer questions related to the setup of the production environment.	S	P

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Tasks	Description	Responsibility	
		TCS	City
2.	Preparation of Production Environment	S	P
3.	Verification of Production Environment	S	P
4.	Install in Production Environment	S	P
5.	Final go-live Data Conversion	S	P
6.	Go-Live	S	P

5.5.6.2 Constraints and Assumptions

- Specifications for necessary environment components have been provided to the City and are outlined in Section 7 of this Agreement. Changes to these specifications as a result of Project activities will be communicated to City via formal project communication methods.
- Company will verify and validate necessary components of system environment at City request. Verification will be provided in writing back to City.

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- Additional software or hardware needed by City to setup the environment will be procured by City.
- At a minimum, the environment should be ready for Tax Mantra install before start of Install and Acceptance Testing activity.

5.5.6.3 Exit Criteria

Deliverable	Deliverable Type	Approval Process
1. Implemented Tax Mantra System in Production Environment	Electronic (Software Components)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)

5.5.7 Onsite Support and Warranty

The Post-Implementation Support (Onsite Support) provided to the City consists of on-site Company staff to address troubleshooting and problem resolution when needed. The Company Tax Mantra® one year warranty period and Onsite Support start on Go Live. The three month period of Post-Implementation support overlaps with the first three months of the warranty period. The services provided during the Onsite Support and warranty period will include analysis, troubleshooting, Tax Mantra maintenance releases and documentation updates.

5.5.7.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. On-Site Support	The on-site support person will be based at the City project work area and will be available onsite for issues reported during the three (3) month onsite support period. The support person's activities include analysis, troubleshooting, program code updates, installation media, and documentation updates. Company on-site support staff will work with primary Tax Mantra support group (off-shore) to provide complete support to City.	P	S
2. Warranty	Company will provide one (1) year of warranty support to resolve defects encountered	P	S

5.5.7.2 Constraints and Assumptions

- On-Site Support Period will start on Go-Live. See previous activity description for description of Go-Live.

- On-Site Support Period will end three (3) calendar months after start date. For example, if On-Site Support period starts on August 1, 2010 then On-Site Support period will end on October 31, 2010.
- For the three (3) onsite support period, Company on-site support staff will work with Company Tax Mantra support group (offshore) to provide complete support to the City. During the remaining warranty period, City's interactions will be done through standard Tax Mantra® reporting channels (via Tax Mantra Support email and Tax Mantra phone).
- City staff will be available as needed to support the Company On-Site Support staff during their work hours. This may include after hours during the week and on-weekends.

5.5.7.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	On-Site Support Acceptance	Paper (and electronic MS Word copy)	Formal Sign-off that On-Site Support as outlined in this Statement of Work have been provided to City for a period of three (3) calendar months. (Certificate of Acceptance)
2.	Warranty Support Acceptance	Paper (and electronic MS Word copy)	Formal Sign-off that Warranty as outlined in this Statement of Work have been provided to City for a period of 1 year. (Certificate of Acceptance)

5.6 Data Conversion

The Data Conversion activities consist of multiple sub-activities that will be conducted as a "sub-project" within the core Tax Mantra® implementation. The following sub-activities are covered in this section:

- Data Clean-Up
- Data Conversion Study
- Data Conversion Design
- Data Conversion Development and Testing
- Data Conversion Implementation and Acceptance

As part of the initial contract scope, Company team will conduct a Data Conversion Study as per section 5.6.2 mentioned below. At the end of Data Conversion Study, the final scope of data migration will be frozen. This scope will include the number of years of existing data to be migrated and the type of data that needs to be migrated.

Company team will work out an estimate at the end of Data Conversion Study based on the finalized scope. This estimate will cover Data Conversion Design, Development & Testing and Implementation & Acceptance. This change in scope will be addressed as a Change Order. A final decision on this Change Order must be taken by the City within one week of submission of the Change Order to avoid any impact to the Project cost and overall schedule.

The cost for Data Conversion Study has been included in the Implementation Services cost mentioned in Section 12.1 and cost for remaining Data Conversion phases is included in Section 12.3 of this document.

5.6.1 Data Clean-up

During this activity, City will perform activities to clean-up data that has been identified (previous to Project start) as needing clean-up. This may involve manual or programmatic clean-up activities. It may also involve purging and archiving of data from legacy data source(s) so they are not included in subsequent Data Conversion activities.

5.6.1.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1.	Legacy Data Clean-up	S	P

5.6.1.2 Constraints and Assumptions

- City will use whatever tools, techniques, or manual efforts necessary to clean-up legacy data that they determine applicable.

5.6.1.3 Exit Criteria

Deliverable	Deliverable Type	Approval Process
1.	Clean Legacy Data	Document of Completion
		Sign off by City Project Manager.

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5.6.2 Data Conversion Study

During the Data Conversion Study activity, TCS will discuss with the City the scope of data conversion. At the end of this activity, the results of the study including the data conversion plan will be documented in the Data Conversion Requirements Analysis (DCRA) document. This will also contain the layout of Intermediate File formats in which the City will provide the existing data as input to the data conversion application. City should review and approve the DCRA document in a timely manner before the start of the subsequent data conversion activity.

Company will prepare a Change Order for doing data conversion based on the inputs captured in this study phase.

5.6.2.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. Finalize Intermediate File layouts	Company will work with City to define the layout needed for intermediate data. This intermediate data source will be where City's data will be extracted before Company takes it to pull into Tax Mantra® data stores.	P	S
2. Study existing data and data structures	Company will work with City provided data and data structures to understand how legacy data is stored.	P	S
3. Assess condition of legacy data	Company will work with City to gather and assess portions of representative legacy data to assess how difficult the data will be to migrate. Company will assess both the cleanliness of the data and the structure of the data. City will extract and provide representative samples of jointly agreed upon subsets of data.	S	P
4. Prepare Conversion Requirements Analysis deliverables	Company will define all requirements for data conversion. This will include but may not be limited to: Intermediate File layouts, business rules for conversion, relationships between data elements and between different data structures, and file mapping matrices.	P	S

Tasks	Description	Responsibility		
		TCS	City	
5.	Prepare change order for Data Conversion	Company will work with the City to finalize the scope of Data Conversion.	P	S

5.6.2.2 Constraints and Assumptions

- The Acceptance Test Plan for Data Conversion will be a part of the Tax Mantra® Acceptance Test Plan defined in Gap Analysis activity of the Project.
- City IT and Business teams will participate in the source-target and target-source mappings, and will provide information and clarification to the Company team.

5.6.2.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Data Conversion Requirements Analysis Document	Paper (and electronic MS Word copy)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
2.	Approved Data Conversion Change Order	Paper	Formal approval by the City.

5.6.3 Data Conversion Design

This will be taken up only if the Data Conversion Change Order is approved by the City.

During this activity, the primary objective will be to design the data conversion programs including extraction, purification and load programs. This design will be based on the Intermediate File formats defined during the Data Conversion Study activity. At the end of this activity, the results will be documented in Design documents. Prior to the commencement of the subsequent activity, City and Company will review and accept these Design documents.

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5.6.3.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. Prepare Data Conversion Design Specifications – Extract Programs & Load Programs	Company will create design specifications for extraction of data from Legacy data source(s) to the intermediate file layouts previously defined during the Data Conversion Study activity. Company will create design specifications for load programs into the Tax Mantra® intermediate Data Base from intermediate files. Company inputs will be from intermediate file layouts previously defined during the Data Conversion Study activity. City will review and approve these specifications.	P	S
2. Prepare Data Conversion Acceptance Test Scenarios	City will work to define Data Conversion Acceptance Test Scenarios that will be used by Acceptance Testers to test the implemented solution using migrated data. Company will provide assistance by providing examples of previous Acceptance Test Scenarios as well as providing answers to questions regarding preparation of scenarios.	S	P

5.6.3.2 Constraints and Assumptions

- The design for the Data Conversion Extract programs will be written by the City. The City team will be responsible for review of the same.

5.6.3.3 Exit Criteria

Deliverable	Deliverable Type	Approval Process
1. Data Conversion Design Document	Paper (and electronic MS Word copy)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
2. Data Conversion Acceptance Test Scenarios	Paper (and electronic MS Word copy)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)

5.6.4 Data Conversion Development and Testing

This will be taken up only if the Data Conversion Change Order is approved by the City.

This activity covers the programming, unit testing and system testing activities of the data conversion application and extraction programs. It includes development of programs using the program specifications, unit testing of these programs and system testing of the application. Technical clarifications for the Project Team will be obtained from City by the TCS on-site coordinator.

5.6.4.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. Develop Data Conversion Extraction Programs & Load Programs	Company will code the extraction programs to move Legacy data source(s) to the intermediate file layouts previously defined during the Data Conversion Study activity. Company will also code load programs from moving data into the TM intermediate Database from intermediate files. Company inputs to these programs will be from intermediate file layouts previously defined during the Data Conversion Study activity.	P	S
2. Prepare Unit Test Cases	Company will prepare necessary Unit Test Cases to test extraction and load of migrated data.	P	S
3. Perform Unit Testing	Company will execute Unit Test Cases to confirm modules are performing as expected and per specifications.	P	S
4. Prepare System Test Cases	Company will prepare necessary System Test Cases to test respective multiple components of extraction and load of migrated data.	P	S
5. Perform System Testing	Company will execute System Test Cases to confirm modules are performing as expected and per specifications. System testing will be performed where there are multiple components / modules that need to be executed in succession in order to achieve either the intermediate file layout or creation of data into the intermediate Tax Mantra® Database tables.	P	S

Tasks	Description	Responsibility	
		TCS	City
6. Prepare Data Conversion Test Bed	City and Company will work jointly to handoff data where applicable so that multiple components of the Data Migration design can be run in succession to test overall effectiveness in migrating data. City and Company will work together to determine where this level of preparing the Data Conversion Test Bed is applicable. It is expected that multiple iterations will be run. Each iteration will be run with progressively more data into each iteration.	P	P
7. Provide sample data	City will provide sample data to the Company offshore team to test the extract and load programs. Company will provide feedback on the rejected data to City.	S	P
8. Delivery of Data Conversion Programs	Company will deliver their extraction and load programs to the City test environment for subsequent Implementation.	P	P
9. Prepare Data Conversion Acceptance Test Scripts	City will define the details for the Data Conversion Acceptance Test Scenarios in the form of Acceptance Test Scripts. These scripts will define how the application will be tested with migrated data.	S	P

5.6.4.2 Constraints and Assumptions

- City will test the extraction programs internally before the sample data is provided to Company for testing the load programs.
- Company will test the load programs using manually created data until sample extraction data is provided by City. The manual creation of data will be based upon the specifications of the intermediate file layout and the Data Conversion Study.

5.6.4.3 Exit Criteria

Deliverable	Deliverable Type	Approval Process
1. System Tested Data Conversion Programs	Programs	Formal Sign-off as part of Activity Acceptance that modules have been delivered. (Certificate of Acceptance)

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	Deliverable	Deliverable Type	Approval Process
2.	Data Conversion Acceptance Test Scenarios	electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
3.	Data Conversion Acceptance Test Scripts	electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)

5.6.5 Data Conversion Implementation and Acceptance

This will be taken up only if the Data Conversion Change Order is approved by the City.

The acceptance testing of the application with converted data and the acceptance testing of the configured and customized Tax Mantra® product will be carried out independently. The acceptance of the data conversion application should be completed before the start of Tax Mantra® acceptance testing.

This activity will commence with Company installing the data conversion application at City's site in the test environment. City is expected to arrange that the acceptance testing using converted data commence immediately, using the acceptance test cases and associated data supplied to Company earlier. Defects reported by City, in writing during this period, will be rectified as per the mutually agreed acceptance criteria. City may have to modify extraction programs and Company may have to modify load programs based upon situations encountered. This activity of the Project will require significant interaction and participation from City personnel. City is expected to ensure that this activity is completed within the scheduled time.

5.6.5.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1.	Install Data Conversion Programs	P	P
2.	Provide Sample data	S	P

Tasks	Description	Responsibility	
		TCS	City
3.	Acceptance Testing of Data Conversion Programs	S	P
4.	Resolve and Verify reported defects	P	P
5.	Resolve and Verify identified data clean-up	S	P
6.	Sign-off and Acceptance of Data Conversion Programs	S	P
7.	Mock Conversion with Incremental volume of data	P	P

5.6.5.2 Constraints and Assumptions

- The acceptance of Data Conversion will be dependent on both the extraction and the load programs.
- Interaction is very high during this activity to perform troubleshooting, analysis, and solution identification between City business and ITD staff and Company.

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5.6.5.3 Exit Criteria

Deliverable	Deliverable Type	Approval Process
1. Acceptance of Data Conversion Programs	Paper (and electronic MS Word copy)	Formal Sign-off as part of Activity Acceptance that data conversion modules have been delivered, installed, and run to convert data. Further that Acceptance Tests against migrated data were successful by the City.(Certificate of Acceptance)

5.7 Imaging

The Imaging activities consist of multiple sub-activities that will be conducted as a “sub-project” within the core Tax Mantra implementation. The following activities are covered in this section:

- Requirements Definition / Detailed Design
- Development / Customization
- Installation
- Training
- Acceptance Testing
- Post Acceptance Testing Support

5.7.1 Requirements Definition / Detailed Design

5.7.1.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. Requirements Definition	The first section of the RD/DD combined document listing the solution requirements that will be tested during Acceptance	P	S
2. Forms Redesign Workshop	Recommendations regarding the redesign of standard forms to optimize automated ICR/OCR recognition; included in RD/DD	P	S
3. Create Detailed Specifications	Final System Design specifications that will document the customization of the iCapture.	P	S



5.7.1.2 Constraints and Assumptions

- City will provide in advance of the Forms Redesign effort samples of the current forms that are in use today.
- The City will maintain the responsibility for the final design of all forms and for the normal reproduction of these forms to support tax operations
- City Subject Matter Experts must be available as required during the interviews and working sessions to complete the RD/DD.

5.7.1.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Requirements Definition and Design Document (RD/DD) including Forms Redesign Specifications	Paper (and electronic MS Word copy)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)

5.7.2 Development / Customization

5.7.2.1 Tasks

	Tasks	Description	Responsibility	
			TCS	City
1.	Perform Customization of Imaging Application Components	Once the City approves the final RD/DD the iCapture software is customized in accordance with this document	P	S
2.	Factory Acceptance Test	Factory Acceptance Test (FAT) will be conducted at the Impression facilities in Walnut Creek, California. Company and City staff may participate in this activity.	P	S
3.	Create Distribution Release	On completion of FAT, a complete distribution release media will be developed and tested to support the on-site installation and integration.	P	S

5.7.2.2 Constraints and Assumptions

- City and Company staff may participate in the FAT activities. Company and City will be responsible for the travel and lodging expenses of their respective staff.
- The forms that will be used for final Acceptance must be available at least two weeks prior to the start of FAT, whether redesigned or “as-is”.
- Customization and FAT activities will be done based on the approved RD/DD document accepted in the previous activity.
- City will be required to provide FAT materials based on the approved RD/DD, including the versions of the final forms to be processed.

5.7.2.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Delivered Distribution Release	Electronic	Formal Sign-off as part of Activity Acceptance that Distribution Release has been delivered.(Certificate of Acceptance)

5.7.3 Installation

5.7.3.1 Tasks

	Tasks	Description	Responsibility	
			TCS	City
1.	Installation and Preparation of Target Imaging Environment	All required hardware as defined within the RD/DD including the defined Operating systems, backup software, domain security / privileges, networks are setup by City in preparation for installation of Imaging Components.	S	P
2.	Install of Imaging Components	The Distribution Release created in the previous activity is used to install the iCapture and Imaging components onsite at City. At its discretion, ITD staff of City is invited to participate in the required installation and integration tasks as these individuals will have an on-the-job training (OJT) opportunity.	P	S

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Tasks	Description	Responsibility	
		TCS	City
3.	Deliver Documentation	P	S
	<p>Documentation for Imaging Components is delivered to City. The following will be delivered:</p> <ul style="list-style-type: none"> • iQueueMonitor Configuration Guide • iNetDispatch Configuration Guide • iEditor Configuration Guide • iStatViewer Configuration Guide • iQMonitor User Guide • iScan User Guide • iEditor User Guide • iStatViewer User Guide 		

5.7.3.2 Constraints and Assumptions

- Install will be to single "physical" environment at City and the City will be responsible for the installation, configuration and unit testing of the planned Data Capture and Imaging infrastructure per the requirements of the approved RD/DD.
- The City will be responsible for all networking and communications per the requirements of the RD/DD.
- Multiple "logical" environments can be configured during install if specified within the approved RD/DD and supported by the installed City infrastructure.
- City is responsible for the definition of the roles-based security model for system end users and the configuration of this model within the Active Directory supporting the designated Data Capture and Imaging domain.
- City staff will be available to assist in the resolution of any infrastructure issues or defects during the installation period.

5.7.3.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Documentation	Paper	Formal Sign-off as part of Activity Acceptance that Imaging Documentation has been delivered. (Certificate of Acceptance)
2.	Installed Imaging Components	Electronic	Formal Sign-off as part of Activity Acceptance that Imaging Components have been installed. (Certificate of Acceptance)

5.7.4 Training

5.7.4.1 Tasks

	Tasks	Description	Responsibility	
			TCS	City
1.	Training Participants	City will need to identify participants for training and ensure they are scheduled on needed days.	S	P
2.	Prepare Training Materials	Company will prepare training materials to be used in training for Data Capture and Imaging hardware and software.	P	S
3.	Prepare Training Environment	City will setup and schedule the training classroom. Access to the Data Capture and Imaging environment and needed setup will be done prior to the classes.	S	P
4.	Conduct Training	Onsite training that is comprised of both formal classroom sessions and 'hands-on' practice so that the designated staff can become proficient in the management, operations and support of the delivered Imaging components.	S	P

5.7.4.2 Constraints and Assumptions

- City will need to prepare / schedule classrooms for training. This includes a workstation for each attendee connected to the LAN.

- All classes are limited to a maximum of five (5) attendees.
- Company will work with City to identify staff to attend training. This should include City staff who will be responsible for training additional staff (due to class size limits) as well as future City staff. This will be a “Train-the-Trainer” approach for the use of the installed imaging solution.
- Training will be done using the previously installed environment of the City.

5.7.4.3 Exit Criteria

Deliverable		Deliverable Type	Approval Process
1.	Training Materials	Paper / Electronic	Formal Sign-off as part of Activity Acceptance that Training Materials have been delivered.(Certificate of Acceptance)
2.	Training Sessions	Classroom Sessions	Formal Sign-off as part of Activity Acceptance that classroom training sessions have been held with City staff.(Certificate of Acceptance)

5.7.5 Acceptance Testing

5.7.5.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1.	Prepare Acceptance Test Scripts based on the approved RD/DD	P	S
2.	Execute the Data Capture and Imaging Test Scripts of the Acceptance Test Plan	P	S

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5.7.5.2 Constraints and Assumptions

- Internal Company System level testing completed and no identified defects that would prevent the successful completion of Acceptance Tests.
- Training completed.
- All required test materials for the execution of each test prepared by the City and ready for use.
- City staff available as required throughout the duration of the Acceptance Tests.

5.7.5.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Acceptance Test Plan Scripts	Paper / Electronic	Formal Sign-off as part of Activity Acceptance that Acceptance Test Plan Scripts have been delivered.(Certificate of Acceptance)
2.	Acceptance Test Materials	Paper / Electronic	Formal Sign-off as part of Activity Acceptance that Acceptance Test Plan Material have been prepared and used as part of Acceptance Testing. (Certificate of Acceptance)
3.	Acceptance of iCapture and Imaging Application	Electronic	Formal Sign-off as part of Activity Acceptance that iCapture and Imaging applications have been accepted. (Certificate of Acceptance)

5.7.6 Post Acceptance Test Support

5.7.6.1 Tasks

Tasks	Description	Responsibility		
		TCS	City	
1.	Onsite support	Company, through Company Imaging Subcontractor, Impression Technology, will provide 5 days of onsite support once the application has been accepted by the City. This on-site support can be scheduled any time after AT but it must be 5 continuous days on-site.	P	S



Tasks	Description	Responsibility		
		TCS	City	
2.	Onsite Support – Tax Mantra Go Live	Company, through Company Imaging Subcontractor, Impression Technology, will provide 5 consecutive days of onsite support during implementation of Tax Mantra®. Additional on-site support can be scheduled any time after AT but it must be 5 consecutive days on-site..	P	S
3.	Warranty Support	TCS will provide one (1) year of warranty support to resolve defects encountered	P	S

5.7.6.2 Constraints and Assumptions

- Acceptance Testing successfully completed.
- Warranty period begins with production operations of Data Capture and Imaging.
- Five (5) days of on-site support must be scheduled a minimum of two weeks in advance.

5.7.6.3 Exit Criteria

Deliverable	Deliverable Type	Approval Process
1. Onsite Support (At Imaging Go Live)	Services	Completion of 40 hours of support after Acceptance Test;
2. Onsite Support (At Tax Mantra Go Live)	Services	Completion of 40 hours of support after Acceptance Test;
3. Warranty	Services	Support for City staff in accordance with the Impression Technology Maintenance and Support Plan.

6. Project Schedule and Cost

6.1 Project Schedule

A high level schedule of the Tax Mantra® Solution is provided in the Appendix D. The schedule will be refined and become more detailed during the Project. The

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schedule may be amended to increase scope only upon mutual agreement between Company and the City, as described and approved in a Change Request, with equitable adjustment.

6.2 Project Detailed Cost

Project scope has been defined by the City and Company. Based upon professional experience, Company has provided the City with estimates of the work effort required to successfully complete this Project. As a result, Company is expected to provide the level of work effort and associated pricing as stated within this agreement. If either party modifies the scope of this Project it will be documented using the Project Change Control Process and be mutually agreed to by Company and the City. The impact of changes on the Project Schedule and cost will be documented as part of the change control process and will be incorporated as part of the change control request and approval process.

Company will provide the professional services and training services identified in this Statement of Work on a fixed price basis as specified in the Appendix E along with the payment schedule.

Invoices will be submitted along with Project Deliverables due from Company. Payment will be due forty five (45) days after submission of invoice.

Expenses have been included within Company's' fixed price. The City will not be charged for any expenses incurred by Company. However, the City will pay actual expenses for any travel required outside the City if required as part of this Project.

7. Server Hardware and Software Requirements

The hardware configuration listed below is specific to the Licensed Software and applies to a dedicated hardware and software environment. These sizing will be reviewed as part of the Gap Analysis activity.

7.1 System Server Sizing

Server sizing is based on the number of users, service points, quantity of on line history and level of customization. Company recommended server sizing is based on a Company projected load of 50 users.

7.2 TCS Recommendation

Based upon these sizing considerations Company has recommended the following minimum server configurations. Company has reviewed and confirmed that the following configurations will support the use of the Licensed Software. The City will work with Company on a final configuration during Project Initiation and the Gap Analysis Activities.

The following diagram and table captures notes associated with the Tax Mantra® system diagram. Please note that specifications are for the PRODUCTION Tax Mantra® environment and include all components proposed for the City including:

- Tax Mantra
- E-Tax



Tax Mantra® Glendale - Statement of Work

- Imaging (includes iCapture)

Company recommends that for the separate Test / Development environment the specifications follow those as outlined for the Production environment. This will ensure that application and performance testing will reflect "production like" environment.

The following table describes third party software required to deploy Tax Mantra® and e-Tax solution.

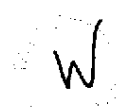
The City may elect to operate Tax Mantra® in a Virtual Machine environment. If required, Tax Mantra® operates in a Virtual Machine environment.

Additionally, the City may elect to deploy Tax Mantra® on SQL Server 2008, Windows Server 2008 operating system. Company will work with the City to evaluate the feasibility of a deployment of Tax Mantra® on SQL Server 2008 and Windows 2008. Tax Mantra® can meet these requirements but analysis of third party components must be conducted to determine if they are qualified to run under SQL Server 2008 and Windows Server 2008.

Company will prepare and present the City with a final listing of all necessary software as determined during Gap Analysis.

Tax Mantra	
Adhoc Reports	COGNOS
Application Server	Weblogic 9.3
Web Server	Microsoft IIS 6.0
Internet security	SSL certificate
Database	SQL Server 2005
Canned Reports and Correspondence	Crystal Report Designer & Crystal Report Server to be supplied by the Company. ¹
E-Tax	
Application Server	Tomcat 5.5
Web Server	Microsoft IIS 6.0
Internet security	SSL certificate

¹ Crystal Report Designer and Crystal Report Server to be supplied by the Company



Database	SQL Server 2005
Imaging	
Database	SQL Server 2005
Document Management	WebXtender
Ad Hoc and Custom Reporting	
Adhoc Reports	Crystal Report designer & Crystal report server XI

Table 1: Third Party Software

The following table describes the recommended hardware for Production environment:

Hardware	Software Installed	Purpose	Quantity
(Pentium, Xeon MP 3.33GHz, 1MB) X 4; 36.4GB X 810K-rpm SCSI HS SL HDD; 8GB RAM	<ul style="list-style-type: none"> Operating System: Windows 2003-Enterprise edition Application Server: Weblogic 9.3 	Application Server for Tax Mantra®	2
(Pentium, Xeon MP 3.33GHz, 1MB) X 2; 36.4GB X 810K-rpm SCSI HS SL HDD; 4GB RAM	<ul style="list-style-type: none"> Operating System: Windows 2003-Enterprise edition HTTP (IIS 6.0) server 	Web Server for Tax Mantra®	1
(Pentium, Xeon MP 3.33GHz, 1MB) X 2; 36.4GB X 810K-rpm SCSI HS SL HDD; 4GB RAM	<ul style="list-style-type: none"> Operating System: Windows 2003-Enterprise edition Crystal Report Server XI Rel 2 	Report Server for Tax Mantra®	1
(Pentium, Xeon MP 3.33GHz, 1MB) X 4; 36.4GB X 810K-rpm SCSI HS SL HDD; 8GB RAM	<ul style="list-style-type: none"> Operating System: Windows 2003-Enterprise edition Database Server: SQL Server 2005 SP2 	Database server	2
(Pentium, Xeon MP 3.33GHz, 1MB) X 2; 36.4GB X 810K-rpm SCSI HS SL HDD; 4GB RAM	<ul style="list-style-type: none"> Operating System: Windows 2003-Enterprise edition Application Server: Tomcat 5.5 	E~Tax Application Server	2
(Pentium, Xeon MP 3.33GHz, 1MB) X 2; 36.4GB X 810K-rpm SCSI	<ul style="list-style-type: none"> HTTP (IIS 6.0) server 	E~Tax Web Server	1

Tax Mantra® Glendale - Statement of Work

HS SL HDD; 4GB RAM			
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Table 2: Recommended Hardware – Tax Mantra®

Tables 11, 12, and 13, which follow, provide the preliminary specifications for all required Imaging solution hardware. These specifications will be fully determined during the Detailed Design. Table 11 provides the information on a Kodak scanner that has been successfully used on the other similar projects. Tables 12 and 13 provide the preliminary specifications for the two recommended iCapture Servers and these specifications will also be confirmed with the City during the design phase of the engagement.

iCapture Scan Station Hardware	Description	Quantity
PC	Intel® Core™2 Duo Processor E6300 (2MB L2 Cache, 1.86GHz, 1066 FSB), 1GB RAM, 160GB ATA HD with 20" Flat Panel Monitor	2
Scanner	Kodak i260 Scanner Document Capture Scanner	2
Options	Kodak i200 (i250 i260 i280) Scanner Series Kodak Dockable Flatbed	2

Table 3 Recommended Scanning Subsystem Hardware

iCapture Image Server Hardware	Description	Quantity
PowerEdge 1950 III	Dual Core Intel® Xeon® E5205, 6MB Cache, 1.86GHz, 1066MHz FSB	1
Additional Processors	Dual Core Intel® Xeon® E5205, 6MB Cache, 1.86GHz, 1066MHz FSB	
Memory	8GB 667MHz (4x2GB), Dual Ranked DIMMs	
Backplane	1x2 Backplane for 3.5-inch Hard Drives	
Hard Drive Configuration	Integrated SAS/SATA No RAID, SAS 5/i Integrated	
Primary Controller	SAS 5/i Integrated, No RAID	
2nd Controller and HBAs	None	
Primary Hard Drive	146GB, SAS, 3.5-inch, 15K RPM Hard Drive	
2nd Hard Drive	146GB, SAS, 3.5-inch, 15K RPM Hard Drive	
3rd Hard Drive	None	
4th Hard Drive	None	

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Tax Mantra® Glendale - Statement of Work

Network Adapter	Dual Embedded Broadcom® NetXtreme II 5708 Gigabit Ethernet NIC	
PCI Riser	Riser with 2 PCIe Slots	
Chassis Configuration	Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal	
Tape Backup Software	None	
Operating System	Windows Server® 2003 R2, Standard Edition, Includes 5 CALs	
Documentation	Electronic Documentation and OpenManage CD Kit	
Additional Documentation	None	
Bezel	Rack Bezel	
Power Supply	Redundant Power Supply with Y-Cord	
Remote Management	Dell Remote Access Card, 5th Generation for PowerEdge Remote Management	
CD/DVD Drive	24X IDE CD-ROM	
Server Accessories	None	
Mouse	No Mouse Option	
Hardware Support Services	3Yr GOLD ENTERPRISE SUPPORT: 7x24 HW/SW, Escalation Mgmt, 4hr 7x24 Onsite	

Table 4 iCapture Image Server Preliminary Specifications

iCapture SQL Server Hardware	Description	Quantity
PowerEdge 1950 III	Dual Core Intel® Xeon® E5205, 6MB Cache, 1.86GHz, 1066MHz FSB	1
Additional Processors	Dual Core Intel® Xeon® E5205, 6MB Cache, 1.86GHz, 1066MHz FSB	
Memory	8GB 667MHz (4x2GB), Dual Ranked DIMMs	
Backplane	1x2 Backplane for 3.5-inch Hard Drives	
Hard Drive Configuration	Integrated SAS/SATA No RAID, SAS 5/i Integrated	
Primary Controller	SAS 5/i Integrated, No RAID	
2nd Controller and HBAs	None	
Primary Hard Drive	146GB, SAS, 3.5-inch, 15K RPM Hard Drive	
2nd Hard Drive	146GB, SAS, 3.5-inch, 15K RPM Hard Drive	
3rd Hard Drive	None	

Tax Mantra® Glendale - Statement of Work

4th Hard Drive	None	
Network Adapter	Dual Embedded Broadcom® NetXtreme II 5708 Gigabit Ethernet NIC	
PCI Riser	Riser with 2 PCIe Slots	
Chassis Configuration	Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal	
Tape Backup Software	None	
Operating System	Windows Server® 2003 R2, Standard Edition, Includes 5 CALs	
Documentation	Electronic Documentation and OpenManage CD Kit	
Additional Documentation	None	
Bezel	Rack Bezel	
Power Supply	Redundant Power Supply with Y-Cord	
Remote Management	Dell Remote Access Card, 5th Generation for PowerEdge Remote Management	
CD/DVD Drive	24X IDE CD-ROM	
Server Accessories	None	
Mouse	No Mouse Option	
Hardware Support Services	3Yr GOLD ENTERPRISE SUPPORT: 7x24 HW/SW, Escalation Mgmt, 4hr 7x24 Onsite	

Table 5 iCapture SQL Server Preliminary Specifications

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8. Appendix A - Functions and Features

The functions and features are defined in the RFP and in the Company response to RFP requirements. The functions and features originally defined in the RFP and further refined and detailed in the subsequent Company response to RFP requirements (Dated June 4, 2009 Proposal), are attached to this document and form the basis for the work to be performed under this SOW.



9. Appendix B – Interfaces

The following interfaces will be implemented as part of the customization for the City:

- (1) **PeopleSoft GL (v 8.8)** - Tax Mantra® needs to interface with PeopleSoft v 8.8. This includes interface with PeopleSoft GL and interface for passing data on business refunds to the PeopleSoft payables management system. There will be one interface file for GL and one interface file for Refunds.
- (2) **System Innovators-iNovah Cashiering** - Tax Mantra® needs to interface with iNovah Cashiering system. There will be one interface file for iNovah Cashiering interface.

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10. Appendix C – Training

The following describes the suggested training methodology approach for the City.

Training Approach

The City is dedicating full time resources to the Tax Mantra® project. One objective to this commitment of staff is to begin the process of the City staff taking ownership of the system before, during and, most importantly, after implementation. Company encourages and appreciates this level of support to the Project.

Further, Company recommends that City staff be actively involved in the user training of Tax Mantra®. Experience has shown that system acceptance is achieved with better results through a Train-the-Trainer approach. For City, Company is proposing a Train-the-Trainer approach. Under this approach, system ownership occurs during the train the trainers sessions and in the user training sessions, the users are more comfortable learning and collaborating with their peers. Company has successfully followed this approach for multiple client engagements.

Training is provided to key City staff and these staff members will be responsible for training other City staff as identified by the City. It is recommended that the set of trainees trained by the Company staff include Project Team Members, Administrative staff and staff with Tax Processing experience.

In addition to the “trainers” identified by the City to participate in training, the City will need to identify a Training Manager. The Training Manager from the City will be responsible for certain administrative functions such as attendance, class reporting and others. In order to assure a quality training experience, Company recommends a class size of no more than ten (10) participants. Courses will be conducted interactively, with students performing the tasks on their workstations after the trainer has discussed them. The trainer will lead the students through the tasks.

Company will conduct one 5 day session for Tax Mantra® training including e-tax, administration and configuration training for upto 10 participants. This will be a five (5) day training course conducted together for the ten (10) users.

Company will also provide Crystal Reports developer training for up to ten (10) users to enable them to design new reports and forms in Crystal Reports and configure the same in Tax Mantra®. This will be a three (3) day training course conducted together for the ten (10) users.

Company requests that classroom facilities be fully operational no later than one week prior to commencement of training. Both training of the City trainers and subsequent training of all City staff will be coordinated with other Project tasks and will be conducted prior to testing of the system.

Training Plan

Implementation of the training plan will include the following steps and be part of the detailed plan for the entire Project:

- Identify City Training Manager
- Identify City Trainers
- Identify City staff to be trained

- Define / Discuss training environment needs
- Assess training material updates
- Update training materials as needed
- Deliver training materials
- Assist in mapping City staff to roles
- Update course content, based on any specific customization
- Confirm course to role course mappings
- Deliver training to City Trainers
- Assist in evaluating City Trainer effectiveness

Training Methods

Training will be delivered with a combination of Classroom training, Hands On training, One on One Support/Mentoring, and Technical Training.

- **Classroom Training:** The classroom training sessions are those in which the audience will be assembled in a classroom and the Company personnel will conduct classroom style training. These sessions will comprise presentations, demonstrations and clarifications, based on either the functional prototype or the application, if the training environment is available at the time of these sessions. The training manuals will be the training aid for conducting these sessions. This will also include training for Tax Mantra® product and design reports using Crystal Reports Designer.
- **Hands-On Training:** Hands on Training will be conducted by the onsite support Company staff on the job.
- **One-on-One Support / Mentoring:** This training will involve a City resource being involved side-by-side with the Tax Mantra® support person. This will aid in knowledge transfer and build up of application knowledge.
- **Technical & Administration Training:** The technical & administration training sessions will be conducted in the same way as that of the classroom training except the audience in the technical training session will be the IT Staff. These sessions are targeted to those responsible for operations of the system. Primary attendees will be IT. However, business experts may attend the session on Correspondence Maintenance.

Impression Formal Training Courses

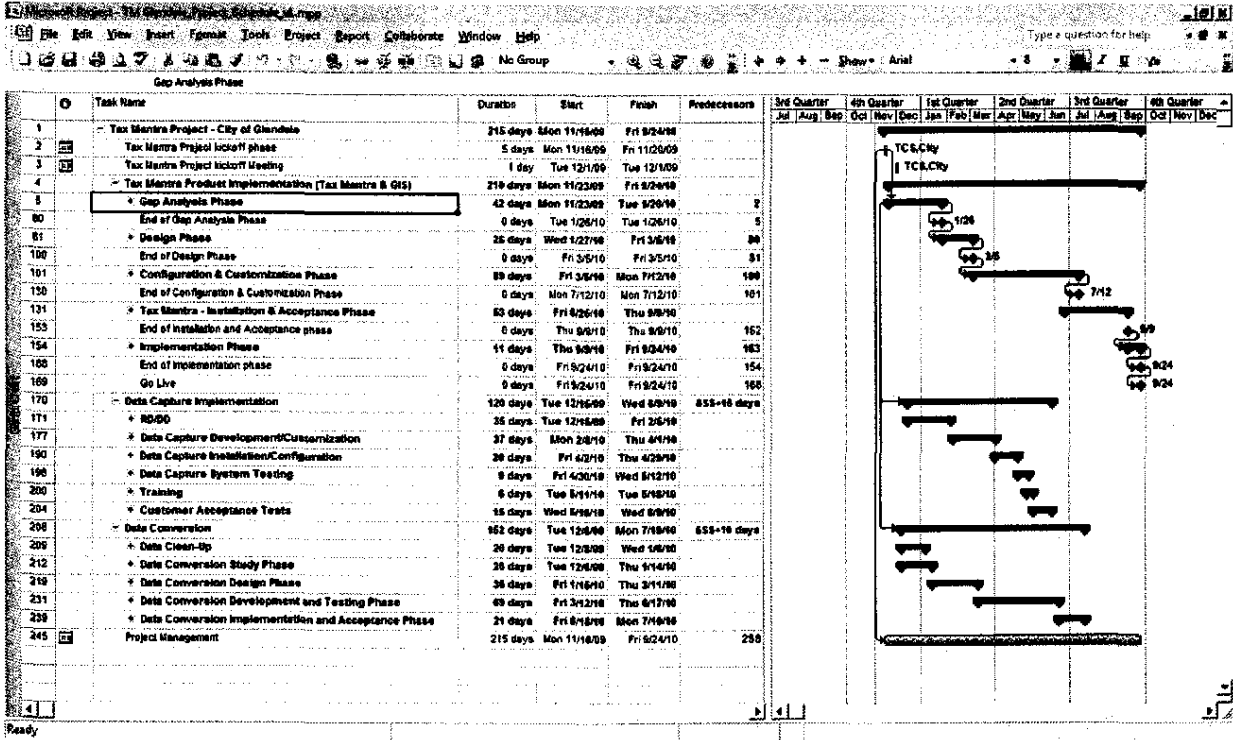
The Table below provides a description of the formal Training Classes that will be conducted by Impression Technology.

Courses Title	Duration	Prerequisite	Description
<i>IQMonitor</i> User Training	½ day	Students should have	This course introduces <i>ICapture</i> and the related components to the key data

Tax Mantra® Glendale - Statement of Work

Courses Title	Duration	Prerequisite	Description
		experience including the use of a mouse prior to attending this class.	entry managerial or supervisory staff. It will cover all aspect of monitoring the system using the <i>IQMonitor</i> utility.
<i>iStatViewer</i> User Training	½ day	Students should have Windows experience including the use of a mouse prior to attending this class.	This course introduces <i>iStatViewer</i> and <i>iStatistics</i> to the potential users interested in generating reports to evaluate performance and productivity of users and processes on the system.
<i>iCapture™</i> Administration Training	2 days	Students should have basic Windows 2003 server and XP workstation administration experience.	This course introduces <i>iCapture™</i> and the related components to the system administrative and development staff. It will cover all aspect of configuring, monitoring, and troubleshooting the system.
<i>iFormEdit</i> User Training	½ day	Students should have Windows experience including the use of a mouse prior to attending this class. Basic knowledge of programming language may be useful.	<i>iFormEdit</i> is a form definition tool that is used to introduce forms into the system. It allows the form administrator and development staff to map and associate various field attributes to specific region of the form image for the purpose of recognition and data capture. A well-defined and carefully thought-out form definition will improve the recognition accuracy, and the system throughputs.
<i>iSL</i> Developer Training	½ day	Some programming language experience may be useful.	Form related, application-specific business rules may easily be expressed in <i>iSL</i> and captured data may be validated and "scrubbed" before presentation to <i>iEditor</i> operators or export. This course will introduce the <i>iSL</i> language syntax, built-in functions, development approach, and troubleshooting techniques.

11. Appendix D – Project Schedule



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12. Appendix E – Project Cost

12.1 Mandatory - Core Solution

Component	Cost
Tax Mantra® License Fees (40 Full User License and 20 Read Only – Casual User License)	\$443,800
Implementation Services (Tax Mantra and Imaging)	\$1,312,576
Total	\$1,756,376

- (1) The License fees for 40 full access named user license and 20 Read Only Users for Tax Mantra®.
- (2) The Imaging software License Fee and AMC are licensed and contracted with Impression Technology and payable directly to Impression Technology and is not included in this cost.
- (3) The Implementation Services mentioned above does not include Data Conversion Design, Data Conversion Development & Testing, and Data Conversion Implementation & Acceptance
- (4) Additional 5 days from Impression staff during Tax Mantra® Go Live have been included based on the rates mentioned in section 12.11 of this document

12.2 Mandatory - Annual Maintenance - Years 1 & 2

Support Year	Duration	Cost
Support Year 1 - Bronze Level	One Year	\$147,300
Support Year 2 - Bronze Level	One Year	\$147,300

- (1) The Annual Maintenance cost for Support Years 1 & 2 is payable in advance at the start of 1st year of Annual Maintenance Support.

12.3 Optional – Data Conversion

The total cost for Data Conversion will not exceed the amount mentioned below provided the scope of data conversion does not change from what is mentioned in the RFP and in Company Proposal to the City.

Component	Cost
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Tax Mantra® Glendale - Statement of Work

Data Conversion – Design, Development, Testing, Implementation & Acceptance \$164,774

12.4 Optional – Additional Component, Interfaces

Component	Cost
Management Dashboard Implementation Services	\$82,588
Interface with Hansen 7.7	\$25,187
Total Optional component Cost	\$107,775

- (1) The pricing for the optional components listed above is valid for sixteen (16) months from Project start which is at the Project Kickoff Meeting. Company may revise these prices after this period of sixteen (16) months.
- (2) Company offers the Management Dashboard at a no charge for the License Fees. Company will meet with the City to determine appropriate level of Support and corresponding AMC cost, based on City specific requirements.

12.5 Optional - Additional Tax Mantra® Training

The optional training for Tax Mantra will be priced as follows for each module. Each training session is for up to 5 users.

Per Module Charge

Course ID	Description	Duration	Services Cost	Material Cost	Total Cost
TM001	Overview	½ Day	\$1,485	\$165	\$1,650
TM002	Taxpayer Registration	½ Day	\$2,610	\$290	\$2,900
TM003	Payment Processing	½ Day	\$2,610	\$290	\$2,900
TM004	Taxpayer Accounting	1 Day	\$4,860	\$540	\$5,400
TM005	Correspondence	½ Day	\$1,710	\$190	\$1,900
TM006	Case Management	¾ Day	\$2,610	\$290	\$2,900
TM007	Utilities	¼ Day	\$1,485	\$165	\$1,650

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Tax Mantra® Glendale - Statement of Work

TM008	Configuration	½ Day	\$2,610	\$290	\$2,900
TM009	Security	¼ Day	\$1,485	\$165	\$1,650
TM010	Technical Administrative	¼ Day	\$2,610	\$290	\$2,900
TM011	e-Tax	½ Day	\$2,835	\$315	\$3,150

Additional Fixed Charge

Up to 5 days of continuous training \$2,000

- (1) The fixed charge is payable in multiples of \$2,000. E.g. if the training is for one through five days, then \$2000 will be charged. If the training is for 6 through 10 days, then \$4,000 will be charged, and so on.
- (2) The Training charges are payable in advance.

12.6 Optional – Annual Maintenance for Support Years 3 to 5

Support Year	Duration	Cost
Support Year 3 - Bronze Level	One Year	\$151,719
Support Year 4 - Bronze Level	One Year	\$157,788
Support Year 5 - Bronze Level	One Year	\$165,677

- (1) The Annual Maintenance cost for years 3 through 5 is payable at the beginning of each year.

12.7 Optional – Annual Maintenance for Support Years 6 to 10

If the City elects to exercise a Five (5) Year extension to Maintenance after the first five (5) years of AMC support, Company is offering these maintenance services at the following costs

Support Year	Duration	Cost
Support Year 6 - Bronze Level	One Year	\$173,961
Support Year 7 - Bronze Level	One Year	\$182,659
Support Year 8 - Bronze Level	One Year	\$191,792
Support Year 9 - Bronze Level	One Year	\$201,382
Support Year 10 - Bronze Level	One Year	\$211,451

- (1) The Annual Maintenance cost for years 6 through 10 is payable at the beginning of each year.

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12.8 Optional – Annual Maintenance for Future Support Years

The City may exercise an option for additional Maintenance in increments of five (5) years as defined in Section 2.12 of the Master Services Agreement

12.9 Optional – Additional Licenses for Tax Mantra®

Blocks of Users	License Fee	
	Full Time	Read Only
1	\$ 7,200	\$ 3,600
5	\$ 34,500	\$ 17,250
10	\$ 69,000	\$ 34,500
20	\$ 131,100	\$ 65,550
30	\$ 191,475	\$ 95,738
40	\$ 248,400	\$ 124,200

- (1) The AMC will increase when license for additional users is sought by the City. The increment in the yearly AMC will be worked out when the City opts for these licenses.
- (2) The total number of casual read only user licenses cannot exceed the number of full user licenses purchased by the City at any time.

12.10 Cost for Escalation of Priority Items

The City has opted for Bronze level AMC. The City may want to escalate a problem ticket to be addressed at the Silver or Gold service levels. The list below provides the costs for moving a Priority One (1) item to Silver or Gold levels.

Escalation Level	Cost
Severity I - Bronze to Silver	\$2,800 per item
Severity I - Silver to Gold	\$5,500 per item
Severity I – Bronze to Gold	\$8,300 per item

- (1) The escalation cost is payable as soon as City requests for an item to be escalated. The service level for the escalated item will be measured from the time of escalation.

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12.11 Time and Material Rates

Hourly Rates for Project Management	\$125
Hourly Rates for Analysis & Design Services	\$105
Hourly Rates for Programming	\$85
Impression Technology Support (Contiguous Five (5) Days)	\$11,690

12.12 Project Payment Milestones

The payment milestones are based on submission of Company deliverables to the City. The City deliverables have been included in this table only for completeness.

Activity	Submission of Deliverable(s)	Amount
Tax Mantra® Core Product Implementation, e-Tax and Data Conversion		
Project Kick-off / Initiation	<ul style="list-style-type: none"> Project Kick-off Meeting Presentation Project Kick-off Meeting Draft Project Schedule Acceptance Criteria (City / Company) Tax Mantra® Base User Manuals 	\$65,287
Gap Analysis	<ul style="list-style-type: none"> Acceptance Test Plan (City) Gap Analysis Document Draft Acceptance Test Scenarios (City) 	\$97,930
Data Conversion Study	<ul style="list-style-type: none"> Data Conversion Requirements Analysis Document 	\$46,704
Design	<ul style="list-style-type: none"> Design Documents Final Acceptance Test Scenarios (City) Draft Acceptance Test Scripts (City) 	\$97,930
License (billed at end of Design)	<ul style="list-style-type: none"> Delivery of Tax Mantra® License 	\$443,800
Configuration and Customization	<ul style="list-style-type: none"> System Tested Configured and Customized Tax Mantra Application Tax Mantra® Training Manuals Tax Mantra® Installation Manual Tax Mantra® User Manual 	\$261,148
Installation and Acceptance	<ul style="list-style-type: none"> Acceptance of Configured Tax Mantra® Application Updated Tax Mantra® User Manual Training 	\$130,574

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Tax Mantra® Glendale - Statement of Work

Activity	Submission of Deliverable(s)	Amount
Implementation	<ul style="list-style-type: none"> Implemented Tax Mantra® System in Production Environment 	\$195,955
Onsite Support & Warranty	<ul style="list-style-type: none"> At the Start of Onsite Support and Warranty 	\$110,477
Tax Mantra®, e-Tax- License and Implementation Services & Data Conversion Total		\$1,449,805

Impression iCapture Services (does not include License fee for the Impression Software, which will be paid directly by Customer to Impression Technologies)

RD / DD	<ul style="list-style-type: none"> Requirements Definition and Design Document, including Forms Redesign specifications. 	\$52,308
Development / Customization	<ul style="list-style-type: none"> Delivered Distribution Release (Customization completed, validated through internal FAT) 	\$78,462
Installation	<ul style="list-style-type: none"> Installed iCapture Applications Documentation 	\$39,231
Training	<ul style="list-style-type: none"> Training Hand-Outs/Materials Training Sessions 	\$39,231
Acceptance Testing	<ul style="list-style-type: none"> Acceptance Test Plan Scripts Acceptance Test Materials Accepted iCapture 	\$52,308
Post AT Support and Warranty	<ul style="list-style-type: none"> At the Start of Onsite Support and Warranty On Site Five (5) Days Support during Imaging Go Live On Site Five (5) Days Support during Tax Mantra® Go Live 	\$45,031
Imaging -Total		\$306,571

Tax Mantra® – mandatory Annual Maintenance Cost (Year 1 & 2)

Annual Maintenance cost for Year 1 & 2	<ul style="list-style-type: none"> At the end of one year Warranty 	\$294,600
Total mandatory Annual Maintenance Cost		\$294,600

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Tax Mantra® Glendale - Statement of Work

Activity	Submission of Deliverable(s)	Amount
Grand Total – Tax Mantra® and Imaging		\$2,050,976

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13. Appendix F – Change Control Form

Change Control Form

Change Request #:		Priority: (Critical/High/Low)		Request Date:	
Requested By:				Date Required By:	
Summary Description:					
Detailed Description: (including cost justification, benefit, impact & supporting documentation)					
Estimates Valid Till Date: (Date)		Evaluation Completed: (Yes/No)		Estimated Duration: (Days)	
		Estimated Cost: (\$)		Planned Delivery Date:	
Actions Required to Implement:					
Preferred Course of Action:					
Resource Assignment:			Project Plan / Project Schedule Updated: (Yes/No)		
Other Projects	Impacted	Assessor	Change to Deliverables	Change to Milestones	Implications (cost, effort, time, etc)
Change Approval		City		Company	
Signature					
Title					

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14. Appendix G - Project Deliverable Acceptance Form

Project Deliverable Acceptance

Client: _____

Project: _____

Contract #: _____

The following deliverable(s) of this Project have been accepted. Any changes to the approved deliverables will be addressed through the Change Control Procedure.

Deliverable:

Approved (Comments):

City Project Manager: _____ **Date:** _____

TCS Project Manager: _____ **Date:** _____



15. Appendix H Usability Modifications

15.1 Usability Modifications to TCS Tax Mantra®

The City had requested for the following clarification from Company:

City's Question:

Address usability issues discussed in the demonstration. Examples include: searches boxes for taxpayer name, a taxpayer springboard, displaying more than 3 lines of a large textbox, going to the utilities screen to find correspondence, displaying commas and right justifying dollar amounts, displaying NAICS code description, headers should remain visible when user scrolls down tables, ability to open multiple windows within Tax Mantra, etc.

TCS Response:

Company will address the above usability items prior to Go Live for the City at no additional cost.

Company has presented its understanding of these items below:

- Search boxes for taxpayer name - Tax Mantra® Inquiry screens such as Transaction Inquiry, Payment Inquiry and Case Search will be enhanced to allow for search for Account Number by providing the taxpayer name or a part of the name and then continue with the inquiry.
- Taxpayer springboard – A new screen will be designed to provide a starting point or springboard for the customer service staff. This screen will provide a snapshot of all taxpayer's account details as such as key demographic and address information, balance summary, key activities going on the account and key status such as bankruptcy, audit and other cases.
- Displaying more than 3 lines of a large textbox – Notepad screen where this particular textbox was noted will be increased to show more lines and similarly other screen where it may be applicable will be enhanced.
- Going to the utilities screen to find correspondence – New enhancements will be incorporated to provide direct method to invoke documents from correspondence history based on the key fields on the screen similar to the way the Scanned Images are available currently. Users will be able to "click" a button to show Correspondence History without need to go into the Utilities.
- Displaying commas and right justifying dollar amounts – the display formats will be addressed where applicable on the screen for showing amounts.
- Displaying NAICS code description - The description for NAICS codes will be shown at all places on the screens where the NAICS code is available. In addition to the above a selection by search option to select appropriate

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Tax Mantra® Glendale - Statement of Work

NAICS using the description will be provided on the screen where NAICS codes are being entered on the taxpayer's account.

- Headers should remain visible when user scrolls down tables - The headers will be remaining visible on all grids on screens when user scrolls down the grid.
- Ability to open multiple windows within Tax Mantra® – TCS will provide the ability to open multiple windows of Tax Mantra®.



Schedule B

Support Plan for Annual Maintenance



Tax Mantra®

SCHEDULE B

Support Plan for Annual Maintenance Contract For City of Glendale



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Table of Contents

1. Introduction	3
2. Definition of Terms	3
3. Support Parameters Selected.....	5
4. General Description	6
4.1 Queries.....	6
4.2 Problems.....	6
4.3 Enhancements.....	7
5. Reporting Method.....	7
5.1 Company Standard Annual Maintenance Contract (AMC) Procedure...	8
6. Description of Services	9
7. Escalation Procedure for AMC support	9
8. Contingency Procedure.....	9
9. Procedure for handling Change Controls	10
10. Procedure for handling Maintenance Releases	10
11. Release Procedures	10
12. Dependencies for Support	11
13. Responsibilities of the City Support Operation.....	11
14. Environments Supported.....	13
15. List of Indian Holidays Observed by Company (New Delhi) 2009.....	13

1. Introduction

This document presents the standard support services for maintenance of Tax Mantra® software during the Annual Maintenance Contract ("AMC") as Schedule B to the Tax Mantra Master Services Agreement. The support for Tax Mantra® provided to the City by Company is governed by this Support Plan.

2. Definition of Terms

Annual Maintenance: Post Acceptance Project Phase dedicated to analysis and resolution of mutually agreed defect classifications reported during the phase. Problems are communicated by the City's single point contact to the Company single point contact person through email or Tax Mantra Connect.

Change Control: The Change Control Procedure described in Section 9 of this Support Plan. During AMC period Change Request may be reported through Change Control form (Appendix F to SOW, Schedule A) for incorporating requested modifications to the product to enhance or upgrade its current functionality. Requested Enhancements must be evaluated and reviewed following the Change Control process and be mutually agreed upon by Company and the City. Enhancements can be released separately or included with a Maintenance Release, based on client need, availability of client technical resources and Company Maintenance work schedules.

City End User: City personnel, identified as users of Tax Mantra®. This will include all the users from remote locations (if applicable) as well.

City Support Person (First Level Support): The City will designate a single point, technically competent contact with a good understanding of the product and the City's business processes, as internal contact for City end users, for requesting and receiving services and related information, including the responses to queries, problems, enhancements and their resolution.

City Contact Person (Second Level Support): The City will also designate a second level support contact, who will take escalations from the City's First Level Support Person for evaluation and possible communication of Service Requests, with appropriate classification and details to Company via e-mail ID or Tax Mantra Connect during AMC.

Defect: A non-conformity in relation to a function of the Licensed Material, with the agreed Specifications for the Licensed Software, i.e. Problems (Severity 1, 2 or 3) reported by the City through User Communication Form (UCF) logged in Tax

Mantra Connect during AMC. Details of all defects must be provided in writing to the Company support team.

Emergency Release: An unplanned release of any software component to fix high priority defect encountered in critical business functionality of Tax Mantra that is not held until the next Maintenance Release.

Maintenance Release: Maintenance release is defined as a group of Software components/ scripts accompanied with a release note that will fix defects reported to the Company support team. The release note will list all the defect items that the release will fix and specify the method to apply the release in production/ test environment and the scenario to test fixes to the defect.

Product: The Licensed Software as per the Tax Mantra Software License Agreement with the City.

Product Upgrade: Company may release Product Upgrades at any time during the duration of the contract and the City may decide to implement an upgrade. For any such Tax Mantra upgrades released by Company, City will not be charged a re-licensing fee. However, any services and expenses related to migration to newer versions will be charged to the City. City will pay for upgrades of any 3rd party software required as a part of this upgrade.

Company will prepare and present the City with a revised Annual Maintenance Agreement. Any increase to the Annual Maintenance costs during the initial seven (7) years of the contract will not exceed ten (10%) percent of the Annual Maintenance fee applicable at that time, if Company offers and the City elects to implement a product upgrade.

For the first five (5) year Optional Maintenance period and any subsequent Maintenance period, if Company offers and the City elects to implement a product upgrade, Company will prepare and submit a revised Annual Maintenance Contract at a cost to be negotiated.

Release Support: Company will provide maintenance support during the initial term of the contract. Company will not invoke a sunset provision at any time during the initial seven (7) year term of this contract. Company will provide a three (3) year advance notice of the sunset provision being invoked. At the end of the three (3) year product sunset period, Company will provide on-going support for a period not to exceed five (5) years after discontinuance of the software in exchange for an additional annual maintenance premium not to exceed 12.5% of the maintenance amount.

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Company Support Team: Staff assigned by Company to receive and respond to all the queries, problems, and enhancement requests and provides resolution.

In addition the terms used but not defined in this document shall have the meaning ascribed to each of them in the License Agreement, Master Services Agreement and the SOW, Schedule A.

3. Support Parameters Selected

The City has opted for standard bronze Level Tax Mantra AMC.

#	Parameter	Bronze Support
1	Timings	8 Hour Support (8:30 AM to 4:30 PM Arizona Time)
2	Days	5 Days a week excluding Indian Holidays
3	Type of Support	Email Support & Phone support only for Severity I issues
4	Maintenance Releases for bug fixes	Free
5	Product Upgrades	No Re-license Costs. Services Cost and revised AMC Cost to be paid , in accordance to the Product Upgrade Provisions in this Annual Maintenance Contract
6	Escalation path	No
7	Onsite support	No
8	Emergency Release (not exceeding one per week)	No
9	Toll free Access	A US number will be provided to the City.
10	e-Mail Acknowledgement (from receipt time)	Up to 1 Business days
11	Response to Queries	Up to 5 Business days
12	Response/Analysis to Priority I defects	Up to 7 Business days
13	Response/Analysis to Priority II defects	Up to 20 Business days
14	Dedicated Support Manager	No
15	Dedicated Email ID for Support	No
16	Status Call between Client Management and Support Team	4 Per year
17	# of Phone Calls to Help Desk	48 per year



4. General Description

AMC will start immediately after the Tax Mantra® Warranty Period or at the end of the prior AMC as the case may be. This involves providing support to resolve problems that impact the normal working of Tax Mantra®. Service Requests from the City during this period may be in one of the following forms:

4.1 Queries

These are requests from the City Contact Person for clarifications, help or advice on Tax Mantra® usage and functionality. These can be resolved by discussions and may not require software changes.

4.2 Problems

Problems are Defects in Tax Mantra® noticed during AMC period. Depending on their nature these problems are classified into one of the following priorities:

Definition	Description	Examples
Severity 1	<ul style="list-style-type: none"> • The software problem either stops or severely limits operations and no practical workaround is available • Error affecting business severely • Totally misleading functionality in the system • Fatal errors – causes programs to abort or stop functioning 	<ul style="list-style-type: none"> • Tax Mantra Servers are not starting. • Unable to enter payments in the system. • Unable to process business applications (new registrations) in the system. • System crashes and continues to crash • Software is not operational • Data has been corrupted • A critical user function is unavailable • Other critical (high impact) function is not available (returns, statements at a critical date)
Severity 2	<ul style="list-style-type: none"> • The software problem either stops or severely limits operations and a practical workaround is available. • Error causing significant rework • Fatal errors that do not cause program to abort or stop functioning, but result in erroneous outputs, turning it unusable 	<ul style="list-style-type: none"> • Penalty and interest is not booking correctly on accounts • Daily batch programs scheduled during the night did not get completed • Batch program unable to generate Tax Returns, Account Statements • Important user function is unavailable, operations continue, but restricted • Other function is not available

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Definition	Description	Examples
		(daily batch, or returns, statements prior to a critical date)
Severity 3	<ul style="list-style-type: none"> • The software problem adversely affects operations, is not a Severity 1 or 2 problem and a practical workaround is available. • Error causing moderate or low rework • Leads to ambiguities in the system / misinterpretation • Non-fatal errors which could impact the program functioning, or just be cosmetic mistakes 	<ul style="list-style-type: none"> • Incorrect error message being shown • Any spelling mistakes • Issues pertaining to a specific account due to some data related issues • Minor user function is unavailable • Other function is not available (monthly interface that can be postponed)
Severity 4	<ul style="list-style-type: none"> • Suggestion towards improvement 	<ul style="list-style-type: none"> • Minor improvement in existing functionality. For example, the batch program that creates tax return needs tax period as input.

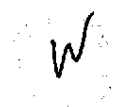
4.3 Enhancements

Enhancements requested via the Change Control process are outside the coverage of the parameters of this support plan. Company will respond to queries related to the analysis of Change Requests. However, the prioritization, scheduling, and cost estimates for these specific Change Requests would be provided for each individual request. City can elect to “escalate” or re-prioritize these requests based upon City business drivers. The escalation of a Change Request would be priced individually for each Change Request based upon complexity, timeline requested by the City, and internal workload of Tax Mantra® support team.

For information related to the Change Control Procedure see section below titled “Procedure for Handling Change Control”.

5. Reporting Method

The following section documents the standard reporting procedure for the duration of the AMC.



5.1 Company Standard Annual Maintenance Contract (AMC) Procedure

The City End User facing a problem will report it to the City Support Person (First Level Contact). The City Support Person will analyze the problem and provide an assessment to the end user.

The problem resolution may need one or a combination of the following:

- a. If the problem is diagnosed as due to incorrect operations, the City Support Person will advise correct operations of the product.
- b. The City Contact Person will take escalations from the City's Support Person for evaluation and possible communication of Service Requests, with appropriate classification and details to Company via e-mail ID or in Tax Mantra Connect.
- c. An agreed to (City and Company) work-around to minimize the impact or bypass the problem will be provided with a follow through solution to enhance the process to remove the work-around and regain the efficiency lost due to the work-around.
- d. A correction to a corrupted or erroneous data file on account of an error in the product, also referred to as a data patch. Though a data-patch may be an acceptable solution, at the time, a thorough analysis will be conducted to fully integrate the "patch" into the overall solution so as to minimize unintended side-effects.
- e. The City Contact Person may invoke the contingency procedures in Section 8 based on City Contact Person's assessment of the problem.
- f. The City Support Person will categorize the problem as a Query, Problem or Enhancement and assign a priority to the Problem, mutually agreed upon by Company, with the advice and consent of the City Contact Person. The City Contact Person will report service requests to the Company Support Person:
 - ⊙ Telephone: US Number - as specified in the Section 3 support parameters.
 - ⊙ Through E-mail: To Company E-mail id taxmantra.support@tcs.com.
 - ⊙ Through Tax Mantra Connect

For reporting problems and enhancements, the standard problem-reporting format as given in this section should be used. The City Contact Person must communicate all problems (within a reasonable time frame if problem-reporting/solving is initiated via voice communication) and enhancements in writing. The Company Support Person may re-categorize a problem with the agreement of the City Contact Person.

6. Description of Services

1. During the AMC support duration, Company Support Person will be available on phone (US Number) as specified in the Section 3 support parameters. The City can also contact Company through Tax Mantra® Support e-mail ID. taxmantra.support@tcs.com. City can also report items through Tax Mantra Connect.
2. A Severity Level 1 Problem defect will be downgraded to a Severity Level 2 Problem defect as soon as a practical temporary program fix or a practical operational work-around is provided for the problem reported.
3. Company will release the Maintenance Upgrades and program fixes to the City.
4. Fixes to Severity Level 2 and Severity Level 3 Problems and permanent resolutions to any temporary fixes may be provided in Emergency Releases or in the subsequent Maintenance Releases by mutual agreement.
5. Company will ensure that all members of the Company Support Team remain in compliance with all legal requirements, including Confidential Information as described in the MSA.

7. Escalation Procedure for AMC support

The following process will be followed if the City desires to escalate a support item to get a turnaround time of either a Gold Support or Silver Support Level.

Escalation	Response / Analysis time limit	Charges
Severity I - Bronze to Silver	Response time will escalated from Bronze Level to Silver level	Charges as per Appendix E of SOW
Severity I - Silver to Gold	Response time will escalated from Silver level to Gold Level	Charges as per Appendix E of SOW
Severity I - Bronze to Gold	Response time will escalated from Bronze level to Gold Level	Charges as per Appendix E of SOW

Actual resolution of the problem will involve appropriate analysis, change impact and schedule impact for implementing the changes to fix the problem.

8. Contingency Procedure

In cases where a Maintenance Upgrade cannot be released in the scheduled time frame, Company will analyze the reasons for the same and consider various options of redressal such as an increase in the size of the team working on the upgrade or exclusion of some of the items from the upgrade before deciding to

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reschedule the release. A final decision on the course of action will be communicated to the City Support Person.

9. Procedure for handling Change Controls

All product Enhancements will be handled through a change control procedure as per the following steps:

1. All requested Enhancements will be documented on the Change Control form.
2. Company will analyze and perform impact assessment and document the same in the form of a Cost and Schedule impact where applicable and provide the same for the City's approval. A Change Control form will be accompanied by Company's understanding of the changes requested by the City.
3. On receiving approval from the City, Company will initiate the implementation of the enhancement with the City as per the understanding document attached with the Change Control form.
4. Company assumes that the City will provide adequate test scenarios and test cases for testing the Enhancements requested to the product as per the Change Control process.
5. Release procedure for the product Enhancements would be the same as documented in Section 11 Release Procedures.

10. Procedure for handling Maintenance Releases

The Maintenance Releases will be decided by Company, and their release dates will be communicated to the City.

1. Release notes detailing the upgrades, and how to apply the upgrades will accompany the functional upgrades, as well as any changes to User Manuals or Training Manuals.
2. City will apply these upgrades in their test and production environments, and may request additional services for installation, training, etc. from Company, if required.

11. Release Procedures

1. All Releases, program fixes and functional upgrades will be released to the City Contact Person.
2. All releases, program fixes and functional upgrades will be released electronically via website, FTP or on CD-ROM to describe the changes carried out and the installation instructions. A Company Release Notification Form will accompany each release.

3. The identifying characteristics of the executable will also be communicated. The City Contact Person will have to verify that the correct version has been received.

12. Dependencies for Support

The functioning of the service is dependent on the following:

1. The City should provide FTP access to the Company offshore and on-site team; this will be a controlled access area.
2. It is highly recommended that the City provide a VPN access to Company Offshore team for verification of the installation of new changes where applicable and required; this will be a controlled access area.
3. The version of the Licensed Software on which the problem is reported must be a currently supported version by Company.
4. All Enhancements (service requests) should be formally reported in the specified format (i.e. Change Control Form) in writing by the City.
5. All problems should be formally reported in writing by the City, in Tax Mantra Connect.

13. Responsibilities of the City Support Operation

The responsibilities of the City are as given below:

1. The City Support Person will advise end users on the correct operation of the product and try to resolve problems locally, taking advice from Company Support Person, as required.
2. The City Contact Person will categorize the problem into Severity I, II, III or IV category with mutual agreement with Company.
3. The City will ensure that only personnel properly trained in operation and usage of the Licensed Software will utilize the Product Support Service and that sufficient computer time and suitable personnel are made available to implement the corrections suggested by Company.
4. Whenever a problem is reported to Company, the City should have attempted all possible local corrective actions. All supporting information (e.g. screen shots, functional scenario, applicable data, etc.) should be made available to Company.
5. The City will reproduce the identified error or malfunction in the unaltered Software and provide a scenario for the same under which the malfunction occurred in case the error requires more details or description for further analysis or reproduction.

6. Providing upon Company's request, a "memory dump" or "database dump" and such additional data including necessary parts of the software and program dumps and associated files in machine-readable or interpreted form deemed necessary or desirable by Company to reproduce the environment in which such licensed Software operated.
7. The City will ensure that the reporting of the problem is always followed up in writing, including the problem severity.
8. The City will be responsible for installation and testing of Maintenance Releases, Emergency Releases and Product Upgrades and providing Company with a formal sign-off within the mutually agreed time.
9. The City Support Operation will provide necessary and sufficient access to the Company Support Team to diagnose the problem in the production product. While giving data access, the City will ensure Company Support staff are made aware of agency data access and security regulations, including Confidential Information as described in the MSA.
10. The City Support Operation will ensure that no components of the Licensed Software are altered or amended other than through agreed release control procedures.
11. The City Support Staff should always provide the problem number of the problem in question, whenever correspondence is necessary on the progress/details of a problem.
12. The City Support Staff will formally log and track all local changes made by the City to the released version of Tax Mantra®.
13. The City Support Operation will undertake the proper supervision, control and management of its use of Licensed Software including but not limited to: (a) assuring proper computer system configuration, software installation, verification, audit controls, and operating methods; and (b) ensuring proper procedures for the security of data, accuracy of inputs and outputs, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction.
14. Whenever on-site support is required, the City Support Staff will provide the Company Support Person necessary hardware equipment, software environment, data, and work space, for enabling the Company Support Person to carry out necessary activities / tasks.
15. The City Support Operation will engage in reasonable efforts to help Company to ensure the accuracy of changes by providing test plans and data.

16. The City will be responsible for moving the changes to the production environment after appropriate testing through the City's established testing and verification procedure.

14. Environments Supported

The Services under this Support Plan shall be provided by Company only for the Licensed Material used on the Target Environment for production at the Permitted Site under Section 2.3 of the License Agreement. It is expected that all *Permitted Environments set-up by the City shall mirror Target Environment for production.*

15. List of Indian Holidays Observed by Company (New Delhi) 2009

The table below lists the Indian Holidays Observed by Company (New Delhi) in 2009. The Company Annual Holiday schedule currently consists of ten holidays. However, the actual Holidays observed and dates will vary from year to year. As such, Company will provide the City with an annual updated list of Holidays at the start of each calendar year.

New Year's Day	1-Jan-09	Thursday
Republic Day	26-Jan-09	Monday
Holi	11-Mar-09	Wednesday
May Day	1-May-09	Friday
Janmashtami	14-Aug-09	Friday
Idul Fitr	21-Sep-09	Monday
Dasara (Vijaya Dashami)	28-Sep-09	Monday
Mahatma Gandhi Jayanti	2-Oct-09	Friday
Guru Nanak Jayanti	2-Nov-09	Monday
Christmas	25-Dec-09	Friday

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Schedule C

Company Code of Conduct

RELEVANT EXTRACTS OF COMPANY CODE OF CONDUCT

We, in our dealings, are self-regulated by a Code of Conduct as enshrined in the “Tata Code of Conduct”. Relevant extract of the Code is given in this section. We request your support in helping us adhere to the Code in letter and spirit. We request that any violation or potential violation of the Code by any person be promptly brought to the notice of the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. All communication received in this regard will be treated and kept as confidential.

Code No. 5: GIFTS AND DONATIONS

A TATA Company and its employees shall neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of its business. However, a TATA Company and its employees may accept and offer nominal gifts which are customarily given and are of commemorative nature for special events.

Code No. 6: GOVERNMENT AGENCIES

A TATA Company and its employees shall not offer or give any company funds or property as donation to any government agencies or their representatives, directly or through intermediaries, in order to obtain any favorable performance of official duties.

Code No. 13: THIRD PARTY REPRESENTATION

Parties which have business dealings with the TATA Group but are not members of the Group such as consultants, agents, sales representatives, distributors, contractors, suppliers, etc. shall not be authorized to represent a TATA Company if their business conduct and ethics are known to be inconsistent with the Code.

Handwritten signature or initials in the bottom right corner of the page.

Code No. 17: ETHICAL CONDUCT

Every employee of a TATA Company, which shall include Whole-time Directors and the Managing Director, shall deal on behalf of the Company with professionalism, honesty, integrity as well as high moral and ethical standards. Such conduct shall be fair and transparent and be perceived to be as such by third parties.

Every employee shall be responsible for the implementation of and compliance with the Code in his professional environment. Failure to adhere to the Code could attract the most severe consequences including termination of employment.

Code No. 18: REGULATORY COMPLIANCE

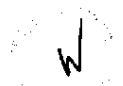
Every employee of a TATA Company shall, in his business conduct, comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which he operates. If the ethical and professional standards set out in the applicable laws and regulations are below that of the Code then the standards of the Code shall prevail.

Code No. 19: CONCURRENT EMPLOYMENT

An employee of a TATA Company shall not, without the prior approval of the Managing Director of the Company, accept employment or a position of responsibility (such as a consultant or a director) with any other company, nor provide “free-lance” services to anyone. In the case of a Whole-time Director or the Managing Director such prior approval must be obtained from the Board of Directors of the company.

Code No. 20: CONFLICT OF INTEREST

An employee of a TATA Company shall not engage in any business, relationship or activity, which might detrimentally conflict with the interest of his Company or the Group. A conflict of interest, actual or potential, may arise where, directly or indirectly, (a) an employee of a TATA Company engages in a business, relationship or activity with anyone who is party to a transaction with his Company, (b) an employee is in a position to derive a personal benefit or a benefit to any of his relatives by making or influencing decisions relating to any transaction, and (c) an independent judgement of the Company’s



or Group's best interest cannot be exercised.

Code No. 25: REPORTING CONCERNS

Every employee of a TATA Company shall promptly report to the management any actual or possible violation of the Code or an event he becomes aware of that could affect the business or reputation of his or any other TATA Company.

