CONTRACT BETWEEN THE CITY OF AUSTIN ("City" or "Customer")
AND
EMERGE KNOWLEDGE DESIGN INC. ("Contractor" or "Emerge Knowledge")
FOR
DESIGN, DEVELOPMENT AND MAINTENANCE OF A SECURE WEB-BASED DATA
COLLECTION AND REPORTING SYSTEM

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Emerge Knowledge Design Inc. having offices at 401-250 McDermot Avenue, Winnipeg, Manitoba, Canada, R3B 0S5 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number SDC0010.

1.1 **This Contract is composed of the following documents:**

    1.1.1   This Contract

    1.1.2   The City's Solicitation, Request for Proposal, SDC0010 including all documents incorporated by reference

    1.1.3   Contractor's Offer, dated May 30, 2013, including subsequent clarifications

1.2 **Order of Precedence**. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

    1.2.1   This Contract

    1.2.2   The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

    1.2.3   The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 **Term of Contract**. The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to four (4) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 **Compensation**. The City accepts the Contractor's cost proposal of $75,955 for Year 1, $49,420 for Year 2 and any future extension options, and the hourly labor rates specified therein as reflected in the Contractor's Offer. For the services described in the Contractor's Offer and any additional authorized work performed under this Contract, the Contractor shall be paid a total not to exceed amount of $200,000 for the initial Contract term and $100,000 for each of the four (4) 12-month extension options for a total estimated not to exceed Contract amount of $600,000. Payment shall be made upon successful completion of services or acceptance of the Re-TRAC Connect™ ("System").

1.5 **Clarifications and Additional Agreements**. The following are incorporated into the Contract.

    1.5.1   Contractor shall provide the System in accordance with the terms set forth in the Re-TRAC Connect™ Agreement, as modified by the City, attached hereto as Exhibit A.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

EMERGE KNOWLEDGE DESIGN INC.   **CITY OF AUSTIN**

Printed Name of Authorized Person	Printed Name of Authorized Person
Signature	Signature
Title:	Title:
Date:	Date:

Exhibit A

Re-TRAC Connect™ Agreement

<u>Definitions</u>

All capitalized terms used but not defined in this Contract shall have the following meanings:

"Base License Fee" means, for the applicable year in the Term, the Software License base license fee of $6,100 per annum.

"Business Day" means any day of the week other than Saturday, Sunday, a statutory holiday in the Province of Manitoba, Remembrance Day (November 11), and the August Civic Holiday (1st Monday in August). The eight general holidays in the Province of Manitoba include: New Year's Day, Louis Riel Day (3rd Monday in February), Good Friday, Victoria Day (the Monday preceding May 25), Canada Day (July 1), Labour Day (1st Monday in September), Thanksgiving Day (2nd Monday of October), and Christmas Day.

"Business Hours" means from 8:30 a.m. to 5:00 p.m. (Central Standard Time/Central Daylight Time) each Business Day.

"Professional Services" has the meaning ascribed to it in Schedule "A".

"Credentials" has the meaning ascribed to it in Section 1.1.

"Data" means all data and other information that Customer enters into the Software.

"**Documentation**" means any and all technical information, commentary, explanations, design documents, help files, database layouts, software code, test materials, training materials, user guides, notes, methods, techniques, know-how, processes, algorithms, schematics, and all other information, documentation and materials related to or used in conjunction with the Emerge Knowledge Software, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media, supplied by Emerge Knowledge.

"**Enhancements**" means all updates, upgrades, bug fixes, patches, additions, modification or other enhancements to the Software (including without limitation any new releases of the Emerge Knowledge Software) provided or made available by Emerge Knowledge and all changes to the Source Code and Documentation as a result of such Enhancement.

"**Maintenance Services"** has the meaning ascribed to it in Schedule "A".

"Person" means any individual, partnership, corporation, association, quasi-governmental entity or organization, joint stock company, trust, joint venture, unincorporated organization, company, or governmental authority.

"Services" has the meaning ascribed to it in Section 2.1.

"Software" means Emerge Knowledge's proprietary web-based Re-TRAC Connect™ software, or any successor software thereof, including Source Code, and any modifications, enhancements, and improvements, and any related documentation, updates, upgrades, and user support and/or training materials thereto.

"Software License" has the meaning ascribed to it in Section 1.1.

"**Source Code**" means the human-readable source code, source program, scripts and/or programming languages related to the Software including all source codes listings, instructions (including compile instructions), databases, programmer's notes, commentary, and all related technical information and Documentation that is

necessary or useful for purposes of developing, maintaining, compiling, or making modifications or Enhancements to the Software and the Source Code.

"Technical Support" has the meaning ascribed to it in Schedule "A".

"Website" means the website through which the Software is made available, including without limitation the underlying software used to support and operate the Software and the uniform resource locator used to access the website.

1. **Grant of Software License and Acceptance of Grant**

1.1 *Grant of Software License.* Emerge Knowledge hereby grants to Customer a non-exclusive license to access and use the Software through the Internet during the Term and subject to and in accordance with the terms and conditions set forth in this Exhibit A (the "**Software License**"). Emerge Knowledge shall provide to Customer the number of Program Manager user accounts as requested by Customer for Customer's own business purposes. Customer shall take all necessary steps to maintain the confidentiality of its passwords (the "**Credentials**") used to access the Software, and shall be responsible for all activities that occur using such Credentials or accounts. Customer shall promptly notify Emerge Knowledge of any unauthorized use of any Credentials or breach of security of which it becomes aware.

1.2 *Acceptance of Grant.* Customer hereby accepts the Software License granted to it, and undertakes to use the Software strictly in accordance with the terms and conditions set forth in this Contract.

2. **Description of Services**

2.1 S*ervices.* During the Term, Emerge Knowledge will provide the Professional Services, and Technical Support Services, each as more particularly described in Schedule "A" attached hereto, and shall perform all of its other obligations set out in this Contract, all subject to the terms and conditions of this Contract (collectively, the "**Services**").

3. **Fees**

3.1 In consideration of the grant of the Software License and the provision of Services by Emerge Knowledge, Customer agrees to pay to Emerge Knowledge fees as set out in Schedule "C" attached hereto (the "**Fees**").

3.2. Any change in the fees payable hereunder must be approved in advance by Customer in writing. The parties acknowledge and agree that any further services to be provided by Emerge Knowledge during the Term other than the Services must be approved in writing in advance by both parties before Emerge Knowledge can perform such services.

3. **Covenants, Representations and Warranties**

3.1 Emerge Knowledge covenants, represents and warrants, which representations and warranties will remain true and accurate throughout the Term, that Emerge Knowledge and all subcontractors, employees or other persons retained by it in connection with the Services and/or the performance of its obligations hereunder will (at Emerge Knowledge's sole cost and expense):

   a) procure and maintain all applicable permits, licenses and approvals of any governmental authority relating to the Services and/or business operations;
   b) comply with all statutes, regulations and other legal stipulations or guidelines of any governmental authority having jurisdiction over the Services or business operations of Emerge Knowledge;
   c) conduct its activities in a discrete, safe, ethical and professional manner;
   d) ensure that the reports generated by the Software accurately reflect the relevant Data (including any calculations performed thereon or aggregations thereof); and
   e) not take any action to intentionally injure or damage Customer's reputation or business.

3.2 Customer represents, warrants and covenants that it is and shall at all times comply with all applicable local, provincial or state, federal, and international laws including but not limited to those laws regarding:

   a) court ordered publication bans;

b) restrictions on publishing, printing, distributing, possessing, selling, advocating, promoting or exposing, obscene or threatening material, child pornography, or hate propaganda and Customer understands that these situations could generate criminal liability;
c) restrictions on the use of trade-marks or trade names, or any work which is protected by copyright, trade secret, patent or other intellectual property laws, including without limitation, software;
d) restrictions on defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability;
e) export and import restrictions; and
f) the privacy of any users whose personal information it collects, uses and/or discloses.

3.3 Notwithstanding anything contained herein, Customer represents that it has the right to enter into the Contract and shall be solely responsible for all information generated by the Software and the contents of all items or statements transmitted, posted, received or created through Customer's account.

4. **Public Information**

The City is committed to compliance with the Texas Public Information Act ("Act"). Information provided to the City by the Contractor pursuant to this Agreement that the Contractor considers as proprietary shall be maintained as confidential by the City to the extent allowed by law. If proprietary or financial information is requested under the Texas Public Information Act, the City shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests. The City shall promptly notify the Contractor of any request for information relating to this Agreement as required by the Act and the Chamber shall be responsible for defending the confidentiality of the information.

5. **Indemnity**

5.1 Emerge Knowledge shall indemnify and save Customer, its directors, officers, employees, agents, or contractors from and against any and all liabilities, claims, damages, suits, judgments, losses, costs, and expenses arising in connection therewith (including legal fees and disbursements on a substantial indemnity basis) that may, directly or indirectly, result from, arise out of or be in relation to (i) any breach, violation or non-performance by Emerge Knowledge, or by any of its employees, subcontractors or other persons for whom it is responsible, of any term, condition, representation, warranty or covenant contained in this Contract; (ii) any failure or delay by Emerge Knowledge to make or maintain any registration, coverage or payments or file any return or information required by any law; and/or (iii) any negligent act or omission of Emerge Knowledge or any of its employees, subcontractors or other persons for whom it is responsible at law or in equity.

5.2 The provisions of this Section 6 shall survive and remain in full force and effect following any termination or expiry of the Contract.

6. **Limitation of Liability and Disclaimers**

6.1 *Disclaimer.* Except as expressly provided in this Contract, the specified Software and services are not guaranteed and are provided "as is" and Emerge Knowledge gives no representations, warranties or conditions of any kind, express or implied, including without limitation representations, warranties or conditions as to uninterrupted or error free service, accessibility, security, merchantability, quality or fitness for a particular purpose and those arising by statute or otherwise, or from a course of dealing or usage of trade.

6.2 *Limitation on liability.* In no event shall either party and its directors, officers, employees, agents, or contractors, be liable for any claim for: (i) punitive, exemplary, or aggravated damages; (ii) damages for loss of profits or revenue, failure to realize expected savings; or (iii) indirect, consequential or special damages.

6.3 The provisions of this Section 7 shall survive and remain in full force and effect following any termination or expiry of this Contract.

7. **General Representations and Warranties**

7.1 *Representations and Warranties.* Emerge Knowledge represents and warrants that (a) it will comply with all applicable laws, rules and regulations during the performance of this Contract; (b) it is under no obligation or restriction, nor will it assume any such obligation or restriction that does or would in any way interfere or conflict with, or would prevent, limit, or impair in any way its performance of any of the terms of this Contract; (c) the Software License including all updates contained therein, do not infringe, nor will infringe, any patent, copyright, trademark, or other intellectual property right (including trade secrets), privacy, or similar rights of any third party; and (d) the Software License, including all updates contained therein, will (i) conform to the specifications in this Contract, and (ii) not contain any Trojan horses, back doors, trap doors, worms, viruses, disabling devices, or other malicious code.

8. **General Terms and Conditions**

8.1 Monitoring. Emerge Knowledge shall have the right to monitor the Customer 's use of the Software in such a manner as it deems appropriate in order to ensure Customer is complying with the terms of this Contract. Emerge Knowledge agrees that it will perform this monitoring (i) following reasonable notice to Customer (ii) in a manner that does not interfere with Customer 's use of the Software and other business activities, and (iii) in accordance with applicable data privacy and employee rights laws.

8.2 Links to Other Sites. Customer agrees that any links to other Internet web sites are provided merely as a convenience and do not imply endorsement of the linked or referenced sites or their content. Emerge Knowledge is not responsible for the accuracy, reliability or currency of the information or services provided on the linked sites or by external sources. Customer's using such linked sites shall be subject to the terms and conditions that apply to those sites.

8.3 Non-Disclosure. Customer shall not permit its credentials in the Software or any part thereof to be disclosed or made accessible to any third party, and agrees to restrict access to and display of the Software to such employees or officers of Customer who:
   (a) Have a need to have such access to enable Customer to utilize the Software as contemplated by this Contract; and
   (b) Have been advised of this Contract and have agreed to use the Software strictly in accordance with the provisions of this Contract.

8.4 Minimum Steps. In order to prevent unauthorized access to, and unauthorized use, disclosure, or copying of, all or any portion of the Software by its employees, officers or others, Customer shall take at least the same steps by action, instruction, agreement or otherwise as it uses to protect its own trade secrets and confidential information of like importance, but in no event shall such steps be less than a prudent business person would take in a like or similar situation.

8.5 Injunctive Relief. Customer acknowledges and agrees that its obligations contained in Section 5.3 and Section 13.5 and Section 13.6 are of a special and unique character which give them a particular value to Emerge Knowledge, and that Emerge Knowledge cannot be adequately compensated in damages in an action at law in the event Customer breaches such obligations. Customer therefore agrees that, in addition to any other remedies which Emerge Knowledge may possess, Emerge Knowledge shall be entitled to seek injunctive or other equitable relief in the form of a preliminary and/or permanent injunction or other appropriate or similar equitable remedies in the event of an actual or threatened breach of such obligations by Customer.

8.6 Use of the Software License:
   Authorized Uses: Customer hereby undertakes that the Software License shall be used:
   (a)   only as expressly authorized by this Contract; and

(b)   solely for Customer's own business purposes.

Prohibited Uses: Customer hereby undertakes that the Software License shall not be:

(a)   rented or loaned, with or without consideration, to any third party without the written consent of Emerge Knowledge.

8.7 Return of Information. Customer shall be entitled to retrieve Customer Data contained in the Software at any time during the Term of this Contract by using the standard access mechanism available to Customer.

8.8   Currency. All references herein to currency are to US currency and all payments shall be made in US currency.

8.9 Language. The parties acknowledge and agree that they have required that this Contract be prepared in the English language.

Re-TRAC Connect™
Security Processes Overview 2013

Emerge Knowledge Security Processes Overview

Table of Contents

1.   Introduction

Emerge Knowledge is committed to creating and maintaining an environment that protects customer information from accidental or intentional unauthorized use, modification, disclosure, or destruction. This document describes the information security strategy and procedures established to protect customer information entered in the Re-TRAC Connect™ application. Adherence to information security policies safeguards the integrity, confidentiality, and availability of customer information.

2.   Security

2.1 Shared Responsibility

Responsibility for security and data integrity is shared between Emerge Knowledge and the customer. Emerge Knowledge's responsibilities and the steps it takes to fulfil them are detailed in this document.

The customer is expected undertake the following measures to ensure security from start to end:
- Selecting a strong password when creating an account.
- Using a unique password for the account and protecting the password (keeping it secure).
- Ensuring the computer from which the Emerge Knowledge system is accessed has antivirus software installed and kept up-to-date.
- Accessing Emerge Knowledge applications only from computers under the user's control.

2.2 Technology & Security Overview

Emerge Knowledge maintains security at multiple levels throughout its organization, web infrastructure, and application programs.

At the organizational level, Emerge Knowledge has an active risk management strategy whereby the IT team actively monitors a wide range of information sources on technology and security vulnerabilities and current mitigation strategies. This information is used to analyze and update the Emerge Knowledge infrastructure.

Emerge Knowledge assesses security risks and relevant mitigation strategies at all stages of its software development and deployment process and at all levels of its information technology and business operations. Emerge Knowledge has in place policies, processes, and procedures to ensure the security of its application, data, and technology infrastructure, including:

- Physical security (of infrastructure)
- Application security
- Data security
- Operational security
- Network security
- Facilities & Environmental Security

These are described in detail throughout the remainder of this document.

2.3 Security Roles & Responsibilities

Responsibility for provisioning employee access is shared by Human Resources, Corporate Operations, and Service Owners (Solutions Managers). Functional responsibilities for the administration of logical access and security, including password policy (relying on user ID's and passwords to authenticate appropriate level of access for the user/employee) and access removal (if an employee is terminated), belong to the System Administrator.

2.4 Application Security

On the client side, Emerge Knowledge's web-based applications use a combination of HTML, CSS, cookies and JavaScript / AJAX to present content to the user and allow the user to interact with the application. Access controls are implemented in the following manner:

- User ID and password are local to the application. Emerge Knowledge does not use distributed or third-party authentication mechanisms such as OpenID or OAuth.
- Authentication is based on user identification (user supplied email address) and password.
- Passwords have a minimum number of characters while allowing a broad range of characters to let the user to construct a strong password.
- As part of the password input process, users are given feedback on the apparent strength of the password.
- Users can change their email address (and thus the username used to access the application).
- Users can change their password, but must enter their old password in order to make the change.

To ensure the integrity of the information of each user session, Emerge Knowledge's web-based applications utilize the following technologies and techniques:

- Secure Sockets Layer (SSL) and Transport Layer Security (TLS) encrypts all communications between the server and the web browser.
- Passwords are stored in the database encrypted using a salted SHA hash; plain text forms of the password are not stored.
- The application uses two session cookies:
    - A general session cookie that expires when the browser closes.
    - An encrypted user_credentials cookie that expires an hour after the last user activity.

For data storage, Emerge Knowledge's web-based applications implement a strategy of a shared database with access controls:

- User IDs and passwords are chosen by the user when they register on-line for access.
- Users have the ability to change their own user ID and password.
- Users belong to an identifiable organization.
- Client-specific data in the database are tagged with an organization ID and/or an Account ID.
- Access to data is on a least-privilege basis: in general, users are able to access only data within the scope of their organization.
- Additional user administration can be performed by Emerge Knowledge personnel with administrative access to the system.

Emerge Knowledge's development process follows secure software development best practices. Below is a list of technologies and techniques used in Emerge Knowledge's software development:

- SQL injection attack auditing and testing
- Cross site scripting auditing and testing
- User acceptance testing
- Stress testing and load balancing
- Regression testing
- Data storage in a back-end database with strict access controls

To facilitate the investigation of irregular events within the application, Emerge Knowledge logs all HTTP requests and retains these indefinitely. In addition, significant events (including but not necessarily limited to the following) are logged in the application:

- User logins, logouts, and authentication failures.
- Create, update, and delete actions on transactional data.
- Users opting into programs.
- Report generation.
- Denial of access to data or nodes outside the user's authorization parameters.
- Emails sent to users.

These logs are retained and can be viewed by Emerge Knowledge users with administrative level access.

2.5 Data Security

All application data are stored in a database. Database access and integrity are maintained in the following manner:

- A username and password is required to connect to the database.
- Database access ports are firewalled from the internet at large.
- Servers have mirrored discs which allow us to continue operations in the event of a disc failure.
- There is a backup system in place that allows for, in the worst case, recovery of the application and database.

2.6 Operations Security

Emerge Knowledge undertakes the following practices to maintain operating system (OS) security:

- All root passwords are different.
- All user accounts have passwords; many system accounts do not have login privileges.
- We have the minimum number of accounts on the system required to run it efficiently.
- We configure services such as the web server and database server to meet security standards.
- Access to the servers from the internet is prohibited for the primary administrative account.
- Servers that do not need to be exposed to the internet are kept behind the firewall.
- Emerge Knowledge servers connected to the internet, including all Re-TRAC Connect™ servers, are kept up-to-date with the latest operating system and vendor patches.

To ensure continued operation of our servers, Emerge Knowledge does the following:

- Using high quality server hardware for our production systems.
- Redundant hard drives in a RAID 0+1 configuration.
- Hot swap replacement hard drives.
- Redundant power supplies.
- Redundant internet connections.
- Monitoring software that sends alerts to the I/T team in the event of a hardware problem.
- Uptime monitoring software that sends alerts to the I/T team.
- Our production servers located at the server center; each server has a sister server.

2.7 Network & Server Security

Server security is maintained using industry standard techniques including software firewalls and event logging. Tools used to detect and eliminate potentially malicious activity include:

- A server firewall that blocks all incoming traffic except for the most crucial services such as web and ssh.
- Logwatch, which emails daily reports to the I/T team.
- denyhosts, which identify IP addresses that fail logins via ssh.
- The server center monitors traffic and possible attacks.

2.8 Facilities & Environmental Security

Emerge Knowledge uses a secure server center to host the Re-TRAC Connect application. Safeguards in 2013 include:

- On-site security staff, CCTV monitoring, and a full alarm system.
- Key and password access to the facility (including a second door requiring a numeric code to be entered on a keypad to unlock it).
- Physical security on the cabinets housing the servers.
- Large uninterruptable power systems.
- Redundant connections to the Internet (5 backbone providers).
- 99.5% network uptime service level agreement.
- 10 Mbps connection.
- Fire suppression system.

3.   Backup and Recovery

3.1 Backup

Emerge Knowledge implements a comprehensive approach to backing up data, including:

- Systems are running 'snapshot' software designed to capture critical application information (code base, configuration and log files, and database), so that we can recover any system in case of server failure. The snapshot scripts run daily.
- Snapshots are copied every business day to an encrypted external disc that is stored offsite. These backups are the backbone of our disaster recovery strategy.
- An archive of snapshots is maintained. Snapshots can be retrieved for use such as forensic analysis, auditing, and troubleshooting.

3.2 Recovery

Emerge Knowledge's recovery strategy includes contingencies for the following scenarios.

Partial or complete loss of production system hardware: In the event of a hardware failure, service can be restored by restoring backup data to a sister server (used for system testing) and configuring it as the production system. Service restoration can be done within one business day of the loss of the server.

Loss of customer data caused by Emerge Knowledge: If Emerge Knowledge causes the loss of customer data, data can be restored from the most recent daily snapshot taken prior to the loss. Emerge Knowledge commits to informing the customer of such critical issues within one business day, and will endeavour to restore the lost data within four business days following such notification.

Loss of customer data caused by the customer: In the event of a loss of customer data caused by the customer, Emerge Knowledge will make reasonable commercial efforts to restore the data from the best available backup within a time frame mutually agreed to by Emerge Knowledge and the customer. (See Re-TRAC Connect Agreement.)

Loss of access to offices: Computer systems critical for Emerge Knowledge's continued operations such as email and its internal file system server are backed up every business day and can be restored onto new hardware should the need arise.

SCHEDULE "A" - SERVICES

1.0   PROFESSIONAL SERVICES

1.1   **Description** - During the Term, subject to the terms and conditions of the Contract, Emerge Knowledge agrees to provide the number of hours set out in Schedule "C" (Fees) of the following professional services (collectively, the "**Professional Services**"):

  a. During the first year of the Term, Emerge Knowledge agrees to provide the services below, and Customer agrees to pay such Fees:

    i. solutions management through web-based and/or telephone based communication with Customer to provide client service, including determine requirements, meeting preparation, planning meetings, and all work required related to scheduling programming and quality assurance work tasks, dependencies between tasks, and tasks required to configure the Software for user acceptance;

    ii. web-based and/or telephone based dedicated training to support Customer to manage account including accessing reports; and

    iii. solutions management, programming, and quality assurance services to configure and set up the Software.

  b. During each renewal year of the Term (if any), Emerge Knowledge agrees to provide up to the number of hours set out in Schedule "C" (Fees) of the services below per year, and Customer agrees to pay such Fees:

    i. Solutions management and programming services to configure and update the Software, including quality assurance; and

    ii. Web-based and/or telephone based dedicated training.

1.2   **Services Not Included -** Importing historical data into the Software is not included in the Services. Additional Professional Services may be purchased to import historical data into the Software, the fees for which to be based on the scope of data import required.

1.3   **Additional Professional Services -** Additional Professional Services may be purchased at the rates set out in Schedule "C" for any Professional Services provided over and above the number of hours set out in Section 1 of Schedule "C" for the applicable year of the Term. Additional Professional Services may be purchased to import historical data into the Software, the fees for which would be based on the scope of data import required.

2.0   TECHNICAL SUPPORT SERVICES

2.1   **Description** - During the Term, Emerge Knowledge agrees to provide the number of hours set out in Schedule "C" (Fees) of the following technical support services (the "**Technical Support Services**") to Customer as defined below:

  1) Emerge Knowledge will make available to Customer a telephone number ("**Hotline**") for Customer to call and an online form within the Software for Customer to use for the purpose of receiving *technical support for assistance to use the software.* The Hotline operates during Business Hours on each Business Day. The Hotline or email can also be used to notify Emerge Knowledge of problems associated with the Software and related documentation. Technical Support may also include other support such as online Frequently Asked Questions (FAQs) and/or web-based general technical support for user's self diagnostics.

2) Emerge Knowledge acknowledges and agrees that Customer shall not be charged for any hours spent resolving problems with the Software, and related documentation, not caused by Customer even if such problems are reported by Customer through the Hotline.

Emerge Knowledge assumes no responsibility for the operation or performance of any Customer written or third-party application.

2.2 **Services Not Included** - Technical Support Services does not include, and Emerge Knowledge shall not be obligated to provide, any of the following: (1) custom programming services; (2) on-site support; and, (3) support of any software other than the Software.

2.3 **Additional Services** - Additional Technical Support Services may be purchased at the rates set out in Schedule "C" for any Technical Support Services provided over and above the services included in the Term.

<u>**SCHEDULE "B" – SYSTEM FUNCTIONALITY SUMMARY (Version 3.09)**</u>

1. SYSTEM DESCRIPTION

Re-TRAC Connect™ software is used for:

a. New User Registration
b. Notification / Messaging
c. Organization Profile Information
d. Contact Information
e. Material data tracking and generating analytical reports
f. Mandatory Programs: Promotion, data collection, and reporting
g. Optional Programs: Promotion, data collection, and reporting
h. Directories: Publicly sharing information online

2. SYSTEM OBJECTIVES

The high-level objectives for Re-TRAC Connect include:

a. Delivering high-level system availability, dependability, and information security
b. Offering a positive user experience through user centered design
c. Providing the ability for users to efficiently deliver and manage programs
d. Providing the ability for users to easily report to/participate in multiple programs through one account (single-window reporting)
e. Reducing time and costs by providing data tracking and automated analytics to facilitate sustainable materials management

3. IDENTIFICATION OF USER ROLES

a. Free user – a non-paying user
b. Tracker user – a paying user who does not deliver a program or directory within Re-TRAC Connect
c. Leader user – a paying user who delivers at least one program or directory within one state or province.
d. Platinum user – a paying user who delivers at least one program or directory encompassing two or more states or provinces.

4. NEW USER REGISTRATION

Upon registration, each user creates a user specific account including username and password.

5. USER LOGIN

Upon login, each user provides username and password.

6. ORGANIZATIONS INCLUDED IN SYSTEM

Each user must create and associate at least one organization with their user account. Organization options include:

Borough	Broker	Buy Back Center	Business	City	Civic Organization	College or University
Composting Facility	Consultant	County	Drop Off Location	Electronics Recycler	End Market	Hauler
Hotel or Motel	Incinerator	Indian Band	K-12 School	Landfill	Manufacturer	Manufacturing Plant
Material Recovery Facility (MRF)	Municipality	Non-Profit	Office Building	Other Generator	Paper Shredder	Parish
Processor	Recycling Organization	Restaurant	Retail Complex	Retail Establishment	Reuse/Thrift Store	Scrap yard
State	State Agency	Town	Township	Transfer Station	Village	Waste To Energy Plant

7. Re-TRAC CONNECT FUNCTIONALITY

Re-TRAC Connect Functionality		User Roles			
Section	**Feature**	**Free**	**Tracker**	**Leader**	**Platinum**
My Account	Name and email (username) controls	√	√	√	√
	Password controls allow user to modify own password	√	√	√	√
Upgrade Account	Presents the Tracker account upgrade and relevant features	√	√	√	√
	Online form provided in order to contact Emerge Knowledge	√	√	√	√
Messages	Message Center including inbox, archive, sent, and recycle bin folders to manage messages	√	√	√	√
Help	Frequently Asked Questions and responses	√	√	√	√
	Icon Legend	√	√	√	√
	Definitions of terminology used in Re-TRAC Connect	√	√	√	√
	Online technical support request form	√	√	√	√
	System updates presented in chronological order	√	√	√	√
Logout	Logout of Re-TRAC Connect account	√	√	√	√
Dashboard	New unread messages received by your organization(s)	√	√	√	√
	Display of programs in which your organization(s) is participating and/or participation is pending approval	√	√	√	√
	Quick links to programs and directories in which your organization(s) is participating or have access to	√	√	√	√
Programs	Display of programs in which your organization(s) is	√	√	√	√

	participating and/or participation is pending approval				
	Programs available for your organization(s) to join with option to view details and join program	√	√	√	√
	Automatic notification to Program Manager when a user requests to join program	√	√	√	√
	Automatic notification to user when a request to join program has been reviewed	√	√	√	√
	Access and complete online surveys/reports for programs in which your organization(s) is participating	√	√	√	√
	Save partially complete surveys/reports and continue later	√	√	√	√
	Generate reports provided by programs in which your organization(s) are participating	√	√	√	√
Directories	Display of all directories which your organization(s) may access and join	√	√	√	√
	Complete/Manage profile information for each directory listings (organizations), including demographics and local program information	√	√	√	√
	Add specific types of organizations that can be listed in the specific directory	√	√	√	√
	View a preview of each directory listing	√	√	√	√
	Automatic notification to Directory Manager when a user requests to join	√	√	√	√
	Automatic notification to user when a request to join directory has been processed	√	√	√	√
Tracking	Pre-configured material transaction forms with option to configure forms (select from over 230 materials)	√	√	√	√
	Track material transactions by date, sector, source, waste stream, material, and process in which material was managed	√	√	√	√
	Track material transactions for up to 100 organizations including origin, service provider, destination facility, and specific event		√		
	Add buildings under organization(s)		√		
	Add dumpsters under buildings		√		
	Track material transactions by building		√		
	Track material transactions by dumpster		√		
	Transaction index allows user to search and filter material transactions	√	√	√	√
	Print or download charts based on material transaction data	√	√	√	√
	Advanced Data Measurement & Analytical Reports:				
	Analytical reports based on material transactions including date, sector, source, waste stream, material	√	√	√	√

	and the process in which the material was managed				
	US Environmental Protection Agency's Waste Reduction Model Analysis	√	√	√	√
	Normalized per capita and per household analytical reports	√	√	√	√
	Annual Wastestream Trending Report	√	√	√	√
	Analytical reports based on material transactions including organization (location) of origin, service provider, destination facility, and specific event		√		
	Analytical reports aggregating data across multiple organizations (locations)		√		
	Analytical reports comparing building material data for one or more organizations		√		
	Analytical reports comparing dumpsters material data for one or more organizations		√		
	Annual Trending Reports including Material Trending, Material Management Trending, Sector Trending, and Source Trending		√		
	Report presentation styles include: bar chart, column chart, and pie chart	√	√	√	√
	Export results of analytical reports in graphical format (PNG, JPEG, PDF, SVG)	√	√	√	√
	Export results of analytical reports in tabular format (Excel™ and CSV)	√	√	√	√
Community Center	Profile of featured programs, national programs, and state/provincial programs	√	√	√	√
	Access to the Resource Library providing an array of resource types	√	√	√	√
	Displays a list of upcoming conferences within the waste management sector with links to learn more	√	√	√	√
	Profile program(s) managed by organizations associated with your Re-TRAC Connect account (max. 55 words)			√	
	Profile program(s) managed by organizations associated with your Re-TRAC Connect account (max. 150 words)				√
Manage	Displays organizations associated with user account	√	√	√	√
	Organization index allows user to search and filter organizations	√	√	√	√
	Form to add organizations and events to user account	√	√	√	√
	Program Management (See Section 8 for details)			√	√

8. SCOPE OF LEADER AND PLATINUM ACCOUNT PROGRAM DELIVERY

a. Program Delivery

Programs delivered in Re-TRAC Connect may include multiple surveys and can be delivered by Leader and Platinum users to users (of all user roles) based on:

i. Type(s) of organization a user represents
ii. Geographical location of the organization(s) a user represents
iii. Program participation criteria

b. Program Management

Re-TRAC Connect offers custom survey capability to collect information using online surveys directly from reporting entities (users) that agree to share data with your organization. Users that agree to share data/report to a program are called members. Program management includes:

i. Manage Members Page enables:

- Searching for members by name or alias (alias is a secondary name defined by program manager), and status (approved, denied, pending, opted out)
- Editing the aliases of members
- Filtering of members by location (country, state/province, county, city/town), and member type (local governments, MRFs, K-12 schools, etc.)
- Sorting of member lists (searched, filtered, unfiltered) by city/town, county, state/province, country, member type, and name
- All member lists to display a status summary of each member's survey responses (or subset) for a specified year, and filtered based on survey response status (open, finalized, verified)
- Access to a member's survey responses for viewing, editing, and adding manager only notes, as well as completing 'Manage Only' fields that are not displayed to the member, if applicable
- Viewing contact information for members within a member list (searched, filtered, or unfiltered)
- Sending of messages to member lists (Emails are sent to user and a message is stored in their Message Center)

ii. Survey Response Page enables:

- Viewing a summary of survey responses in tabular form (each row represents a survey repose record) including alias of member, name of survey, survey cycle, reporting date/period, date created, last updated date, and status of survey
- Access to a member's survey responses for viewing, editing, and adding manager only notes, as well as completing 'Manage Only' fields that are not displayed to the member, if applicable
- All tables to be sorted by member, name of survey, survey cycle, reporting date/period, date created, last updated date, and status of survey (done be clicking the column header)
- All tables to be filtered by survey name, survey cycle, survey status, alias, year, and last updated date
- Bulk editing of survey status for entire tables

iii. Member Status Page enables:

- Viewing members that are approved, pending approval, denied approval, and opted-out from the program

iv. Program Managers Page enables:

- Assignment of program manager role when multiple users have access to the program manager (applicable for organizations that deliver more than one program) account

c. Types of Survey Data Collection Fields

The following types of data collection fields can be used to configure surveys:

iv. Boolean: a single checkbox for yes/no or true/false responses

v. Checkboxes: multiple checkboxes allowing for multiple select

vi. Date-picker: presents a calendar select menu

vii. Email: text field that ensures valid email format is entered

viii. Numeric: numeric field in which decimals and numeric range can be specified

ix. Phone: numeric field that ensures valid phone number format is entered

x. Radio: multiple radio options where only one may be selected (similar to checkboxes, but only one option may be selected)

xi. Select: a dropdown field that allows for only one selection

xii. String: short text field with no restrictions

xiii. Text: long text field with no restrictions

xiv. URL: text/numeric field that ensures valid website address format is entered

d. Program Analytics

Re-TRAC Connect provides large-scale data aggregation from users that report to your organization. Types of reports that can be generated based on data collected from users reporting to your organization include the following standard and specialized reports.

i. Standard reports

a. Listed: Generate a tabular listing of all responses to a single question in a single survey for a given time frame. For cycled survey data (i.e. – monthly or quarterly), a single cycle can be displayed or all cycles in a given year can be displayed alongside one another for comparison. Filters include response status (open, finalized, verified or a combination), and ability to select which users to include in results. Results may be grouped by country, state/province, county, or city.

b. Listed by Response: Generate a tabular listing showing the member alias, city, state, contact name and email address for all members who have given a particular response to a single question in a single survey over a given time frame (i.e. – answered "Yes" in Quarter 1 to a multiple choice question with "Yes", "No" and "Maybe" options). Filters include response status (open, finalized, verified or a combination), and ability to select which users to include in results. Results may be grouped by country, state/province, county, or city.

c. Aggregate Counts: Generate tables and charts showing the number times that members have provided given responses to a given question over a given time frame. Displays the number of a particular response to a specified question. Filters include response status (open, finalized, verified or a combination), and ability to select which users to include in results. Results may be grouped by country, state/province, county, or city. Aggregate counts analysis applies to multiple choice questions only. Charts available: pie, column, and bar.

d. Summations: Generate tables and charts showing the numerical responses that members have provided to a single question in a single survey over a given time frame. Displays the summation of responses (numeric field) to a specified question and survey. Filters include response status (open, finalized, verified or a combination), and ability to select which users to include in results. Results may be grouped by country, state/province, county, or city. Summations analysis applies to numerical questions only. Charts available: pie, column, and bar.

e. Single Member Survey Summaries: Generate a table that displays the responses that a single member has provided to all questions for a given survey. If the survey is cycled (i.e. annual, quarterly, monthly, etc.), and the member has provided responses for multiple cycles, the responses for each cycle will be displayed alongside one another with the most recent displayed first.

f. All Member Survey Summaries: Generate a table that compares the responses that all members have provided to all questions in a given survey. A year and, if applicable, a cycle

(i.e. – quarter, month, etc.) must selected as the table displays responses for a single time frame.

    g. Response View: Generate a report that displays a single members' response to a given survey for a given cycle.

  ii. Specialized Reports

    a. Specialized reports may also be available based on data submitted to your organization. These typically include comparisons of 2 or more data fields, spanning 1 or more surveys. Specialized reports can have a variety of mathematical formulas applied.

All reports that are generated are exportable. Charts/graphs may be printed or downloaded as an image, and tables can be exported in two formats: CSV, and Microsoft Excel™. Note: Some tables are exportable in PDF format depending on number of columns in the table.

9. INTERNET BROWSER SOFTWARE

Re-TRAC Connect is web-based software that is accessible, functional, and tested using multiple internet browsers. For optimal user experience, the newest version of a user's preferred internet browser is recommended. Internet browsers recommended for optimal system performance and presentation, include:
a. Mozilla Firefox™
b. Google Chrome™
c. Opera™
d. Safari™

10. ACCESSIBILITY STANDARDS

Emerge Knowledge is committed to ensuring that the content in Re-TRAC Connect is accessible to all users. We regularly review the web accessibility guidelines and open standards published by the World Wide Web Consortium (W3C) international community as well as the Electronic Information Technology (EIT) Standard of the United States Government (including completion of the VPAT™).

11. SECURITY

Emerge Knowledge has developed security policies and procedures described in the '*Re-TRAC Connect Security Processes Overview'*. These policies and procedures describe application security, data security, operations security, network & environmental security, and disaster recovery & data backup.

12. UPDATES

Updates to the software are provided on an as-is basis, and include bug fixes and select performance enhancements. There is no software for users to download or install to receive an update. Users are made aware of an update via an on-screen timer and notice. Documentation about significant updates is provided on the System Update page in the software for current and historical reference.

SCHEDULE "C" – FEES

1.   Fees
1.1   The Fees for the first year set up and subscription of the Term shall be as follows:

Services	Dedicated Hours Included	Cost
Software License base license fee	n/a	$6,100.00
Professional Services (52 hours included)	52	$6,562.00
Technical Support		$1,193.00
Total First Year Set up and Subscription Fee		**$13,855.00**

1.2   The Fees for all years following the first year of the Term (i.e. any renewal terms) shall be as follows:

Services	Dedicated Hours Included	Cost
Software License base license fee	n/a	$6,100.00
Professional Services (21 hours included each year)	21	$2,687.00
Technical Support		$1,193.00
Total Subscription Fee		**$9,980.00**

2.   Additional Professional Services and Technical Support
2.1   If Customer requires any additional Professional Services beyond the number of hours included in the annual fees paid, Emerge Knowledge shall provide such Professional Services at Emerge Knowledge's Standard Commercial Rates set out in the table below:

Emerge Knowledge Professional Services Hourly Rates by Labor Category

Information Systems / Solutions Management Services	Hourly Rate
Solutions Manager	$ 130.00
Senior Solutions Manager	$ 170.00
Systems Analysis and Design Services	
Systems Analyst	$ 90.00
Senior Systems Analyst	$ 120.00
Principal Systems Analyst	$ 170.00
Programming Services	
Junior Computer Programmer	$ 70.00
Computer Programmer	$ 90.00
Senior Computer Programmer	$ 110.00
Web Design Services	
Web Designer	$110.00
Technical Support Services	
Technical Support Analyst	$ 90.00
Senior Technical Support Analyst	$ 105.00
Administrative Support	
Administrative Support	$ 50.00

2.2   The annual Subscription Fee for any years following the first year of the Term (ie. any renewal terms) and hourly service rates may be subject to change in the future upon Emerge Knowledge providing a minimum of sixty (60) days written notice, provided, however, that such fee and rates will not be increased more than once in any calendar year and no increase shall exceed 2% in any given year.