

**ADDENDUM TO ORDER FORM Q-391866  
DATED AUGUST 2, 2024  
BETWEEN  
BRIGHTLY SOFTWARE INC AND  
THE CITY OF BISBEE**

This ADDENDUM (“Addendum”) dated August 5, 2024, supplements and modifies the Order Form Q-391866 dated August 2, 2024 (the “Original Agreement”), entered into between Brightly Software Inc (“Company”), and the City of Bisbee, an Arizona municipal corporation (“City”). All of the capitalized terms not otherwise defined in this Addendum have the same meanings as contained in the Original Agreement. The sections of the Original Agreement that are not expressly modified, replaced or deleted by this Addendum shall remain in effect pursuant to their terms. The Original Agreement and this Addendum are collectively referred to herein as the “Agreement.”

AGREEMENT

1. The Original Agreement includes the following documents:
  - (a) a contract with Sourcewell for Public Sector and Education Administration Software Solutions with Related Services (the “Sourcewell Contract”); and
  - (b) the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (“Master Subscription Agreement”). The Master Subscription Agreement includes the following:
    - (i) Base Terms
    - (ii) General Software and Cloud Supplemental Terms
    - (iii) Services Supplemental Terms
    - (iv) Specific Supplemental Terms for on-premises Software of Infrastructure & Industry Business
    - (v) Hardware Supplemental Terms
2. Conflict of Interest. The Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.
3. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, Company and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Company’s or its subcontractor’s breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City upon thirty

(30) days written notice and the opportunity to cure by the Company. The City retains the legal right to randomly inspect the papers and records of Company and its subcontractors who work on this Agreement to ensure that Company and its subcontractors are complying with the above-mentioned warranty upon thirty (30) days written notice.

4. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Company informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Company hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.
5. Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.
6. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Addendum and the Original Agreement, the Original Agreement shall govern. In the event of a conflict between the Sourcewell Contract and the Master Subscription Agreement the Master Subscription Agreement shall govern.
7. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof. The delivery of an executed counterpart of this Agreement by fax or as a PDF or similar attachment to an email including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

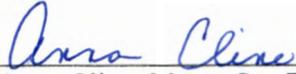
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date and year first set forth above.

**"Company"**  
BRIGHTLY SOFTWARE, INC.  
a Delaware corporation

**"City"**  
CITY OF BISBEE,  
an Arizona municipal corporation

By: Signed by:  
*Brian Benfer*  
515587D5E38B490... Signed by:  
*Michael Knox*  
A9B6E81FDE10455...

  
\_\_\_\_\_  
Anna Cline, Mayor Pro Tempore

Name: Brian Benfer      Michael Knox

ATTEST:

Title: SVP, Sales      VP of Sales

  
\_\_\_\_\_  
Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Joseph D. Estes, City Attorney  
Pierce Coleman, PLLC



**PREPARED FOR**

City Of Bisbee ("Subscriber")  
118 Arizona Street  
Bisbee, AZ 85603

**PREPARED BY**

Brightly Software Inc ("Company")  
11000 Regency Parkway, Suite 300  
Cary, NC 27518

**Dude Solutions is now Brightly. Same world-class software, new look and feel.**

**Meet Brightly at [brightlysoftware.com](https://brightlysoftware.com)**

**PUBLISHED ON**

August 02, 2024



Q-391866

Sourcwell/NJPA purchasing contract

- <https://www.sourcwell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcwell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI

**Subscription Term: 58 months (09/01/2024 - 06/30/2029)**

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Enterprise	9/1/2024	6/30/2025	5,576.00 Population	5,965.59 USD
- Facilities/ Physical Plant Module	9/1/2024	6/30/2025		Included
- Treatment Plants Module	9/1/2024	6/30/2025		Included
- Streets/Signs/ Sidewalks Module	9/1/2024	6/30/2025		Included
- Storm Water Module	9/1/2024	6/30/2025		Included
- Electric and Gas Module	9/1/2024	6/30/2025		Included
- Water Distribution and Waste Water Collection Module	9/1/2024	6/30/2025		Included
- Sanitation Module	9/1/2024	6/30/2025		Included
				<b>Subtotal: 5,965.59 USD</b>



Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
- Parks, Recreation and Forestry Module	9/1/2024	6/30/2025		Included
- Fleet Module	9/1/2024	6/30/2025		Included
- Dude Analytics	9/1/2024	6/30/2025		Included
- AE Safety	9/1/2024	6/30/2025		Included
- Asset Essentials Inventory	9/1/2024	6/30/2025		Included
- GIS Asset Management	9/1/2024	6/30/2025		Included
				<b>Subtotal: 5,965.59 USD</b>
Professional Services				
Item			Pricing Based On	Investment
Asset Essentials Enterprise Implementation with Consulting			5,576.00 Population	10,095.65 USD
				<b>Subtotal: 10,095.65 USD</b>
<b>Total Initial Investment</b>				<b>16,061.24 USD</b>



<b>Cloud Services Subscription</b>				
<b>Item</b>	<b>Investment Year 2 Start Date: 07/01/2025</b>	<b>Investment Year 3 Start Date: 07/01/2026</b>	<b>Investment Year 4 Start Date: 07/01/2027</b>	<b>Investment Year 5 Start Date: 07/01/2028</b>
Asset Essentials Enterprise	7,373.46 USD	7,594.67 USD	7,822.51 USD	8,057.18 USD
- Facilities/ Physical Plant Module	Included	Included	Included	Included
- Treatment Plants Module	Included	Included	Included	Included
- Streets/Signs/ Sidewalks Module	Included	Included	Included	Included
- Storm Water Module	Included	Included	Included	Included
- Electric and Gas Module	Included	Included	Included	Included
- Water Distribution and Waste Water Collection Module	Included	Included	Included	Included
- Sanitation Module	Included	Included	Included	Included
- Parks, Recreation and Forestry Module	Included	Included	Included	Included
- Fleet Module	Included	Included	Included	Included
- Dude Analytics	Included	Included	Included	Included
- AE Safety	Included	Included	Included	Included
- Asset Essentials Inventory	Included	Included	Included	Included



<b>Cloud Services Subscription</b>				
<b>Item</b>	<b>Investment Year 2 Start Date: 07/01/ 2025</b>	<b>Investment Year 3 Start Date: 07/01/ 2026</b>	<b>Investment Year 4 Start Date: 07/01/ 2027</b>	<b>Investment Year 5 Start Date: 07/01/ 2028</b>
- GIS Asset Management	Included	Included	Included	Included
<b>Total:</b>	<b>7,373.46 USD</b>	<b>7,594.67 USD</b>	<b>7,822.51 USD</b>	<b>8,057.18 USD</b>



# Asset Essentials Implementation with Consulting

## GIS Rider Statement of Work

### Summary:

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials, an on-line Computerized Maintenance Management System – Geographic Information System (GIS) functionality. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

**In Scope:** The Deliverables below will be considered in scope of this SOW

1. Asset Essentials GIS Implementation
2. Asset Essentials GIS Training

### Deliverables:

- Project initiation and discovery
- Available GIS data loaded
- GIS configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles

### Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
  - Kickoff call complete.
  - Discovery call complete
  - Data, configuration, and training requirements documented.
- Available Data Loaded
  - Available GIS data is loaded in AE to meet documented data requirements.
- Account Configuration
  - GIS features have been setup and configured to meet documented configuration requirements.



- User Acceptance Testing
  - Consultant-led end-to-end walkthrough and client UAT has demonstrated functionality satisfying configuration requirements.
- End User Training
  - Administrator and Full User roles have been received training on their role.

**Assumptions:**

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For on-site activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to five business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

**Project Schedule:**

- Kick-off Call with Project Coordinator
  - Confirm software and services purchased
  - Identify key stakeholders
  - Assign resources
  - Schedule key milestone dates, including anticipated projected completion date
  - Access to Company's on-line Learning Management System
  - Access to an interactive project plan
- Discovery with Consultant
  - Interview key stakeholders to understand specific maintenance & operations objectives
  - Overview of AE with key stakeholders, including data import requirements
  - Determine optimal GIS configuration to meet objectives and drive KPIs



- Document data, configuration, and training requirements
- Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
  - Review, cleanse, and load available GIS data
- Account configuration by Consultant
  - Work Order creation from Map
  - Citizen Portal
  - Mobile Profiles
  - Configure GIS Map settings
  - Configure GIS Layer configuration
  - Asset syncing
- User Acceptance Testing
  - Configuration demo to walk through the end-to-end workflow from request to completion
  - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
  - End-to-end walkthrough for their role
  - Desktop and mobile training
- Project Close

**Change Management:**

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

**Invoicing:**

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

## **Asset Essentials Implementation with Consulting Statement of Work**

**Summary:**



Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

**In Scope:** The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

**Deliverables:**

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

**Acceptance Process:**

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
  - Kickoff call complete
  - Discovery call complete
  - Data, configuration, and training requirements documented
- Available data loaded
  - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
  - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
  - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
  - Administrator and Full User roles have received training on their role.
- Go-Live Support



- 30-day Go-Live Support period has been concluded.

### **Assumptions:**

#### Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

#### Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

### **Project schedule and approach:**

- Kick-off Call with Project Coordinator
  - Confirm software and services purchased
  - Identify key stakeholders
  - Assign resources
  - Schedule key milestone dates, including anticipated project completion date
  - Access to Company's on-line Learning Management System
  - Access to an interactive project plan
- Discovery with Consultant
  - Interview key stakeholders to understand specific maintenance & operations objectives
  - Overview of AE with key stakeholders, including data import requirements
  - Determine optimal AE configuration to meet objectives and drive KPIs
  - Document data and configuration requirements
  - Schedule required consulting activities and confirm projected completion date



- Data loaded by Consultant
  - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
  - Populate key drop-down menus
  - Review/modify request and work order templates
  - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
  - Configuration demo to walk through the end-to-end workflow from request to completion
  - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
  - End-to-end walkthrough for their role
  - Desktop and mobile training
- Go-Live Support
  - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
  - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
  - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

**Sample Project Timeline (project timelines may vary):**

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call	█													
LMS (Learning Management System) Review and Q&A		█	█	█	█									
Discovery Call			█											
Data Review					█									
Data Loading						█								
Account Configuration						█	█							
UAT (User Acceptance Testing)								█						
User Training								█						
Post-Consulting Call									█					
GLS (Go Live Support)										█	█	█	█	
Project Close														█

**Change Management:**

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

**Invoicing:**



At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.



**Special Terms for Asset Essentials:**

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



### Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- Billing frequency for Cloud Services will be Annual.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

### Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-391866 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.



**Illuminate: Bringing the best Ideas to Light**

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 11<sup>th</sup>-14<sup>th</sup>. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

**Enlighten** Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

**Envision**

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

**Engage**

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

**The Brightly Bundle includes meals, a 4-night hotel stay and tuition.** Registration is open beginning October 1<sup>st</sup>, 2023 through March 8<sup>th</sup>, 2024.