ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AMENDMENT

MAGNITUDE SOFTWARE INCORPORATED	DATE ISSUED:	JULY 1, 2015
DBA NOETIX CORPORATION		
5010 148TH AVE NE SUITE 100	CURRENT CONTRACT NO:	269-13
REDMOND, WA 98052	CONTRACT TITLE:	DTS – ORACLE REPORTING SOFTWARE AND MAINTENANCE
	AMENDMENT	1

The contract term covered by this Contract Amendment is effective **September 1, 2012** and expires on **AUGUST 30, 2020.**

The contract documents consist of the terms and conditions of the standard form agreement including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

REFER TO ATTACHED

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: DOUGLAS MOORE	TELEPHONE NO.:	866-466-3849
VENDOR PAYMENT TERMS: NET 30 DAYS		
COUNTY CONTACT: JAMES COLEVAS	TELEPHONE NO.:	703-228-3295
	EMAIL:	JCOLEVAS@ARLINGTONVA.US

CONTRACT AUTHORIZATION

_07/01/15_
ROBERT JENKINS, CPPB   DATE
ASSISTANT PURCHAISNG AGENT

ARLINGTON COUNTY, VIRGINIA
AGREEMENT NUMBER 269-13
AMENDMENT NUMBER 1

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends the Standard Form Agreement dated July 7, 2012 ("Agreement") made between Magnitude Software, Inc., DBA, Noetix Corporation, 5010 148th Ave., NE, Suite 100, Redmond, WA 98052 and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the work called for and the amounts to be paid under the Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Agreement as follows:

PARAGRAPH NO. 1, SHALL BE AMENDED TO READ AS FOLLOWS:

1. The Contractor agrees to provide the following goods or services:

   Noetix Oracle reporting software, updates and support, including work as described in Exhibit A (Scope of Work) and Exhibit B (Work Order).

PARAGRAPH NO. 4, SHALL BE AMENDED TO READ AS FOLLOWS:

4. The Contractor shall provide the goods or service designated in Paragraph 1 and any attachments beginning on September 1, 2012, and unless terminated as provided below, shall continue until August 30, 2015. Upon satisfactory performance by the Contractor, the County may authorize extension(s), with the approval of the Contractor, of the Initial Contract Term on an annual basis ("Subsequent Contract Term") through issuance of a Notice of Award for not more than five (5) additional twelve (12) month periods from September 1, 2015 to August 30, 2020.

PARAGRAPH NO. 5, SHALL BE AMENDED TO READ AS FOLLOWS:

5. For services rendered or goods provided by the Contractor and accepted by the Project Officer, the County shall pay the Contractor in accordance with the terms of Noetix Corporation Quote, dated June 19, 2012, and Exhibit C of this Amendment. The County shall not pay the Contractor any other sum under this Agreement. Payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor. An invoice's correctness will be determined by the Project Officer.

PARAGRAPH NO. 35, SHALL BE ADDED TO READ AS FOLLOWS:

35. No reimbursable travel-related expenses shall be allowed for employees of firms located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget (OMB). If approved by the County for employees of firms outside this area, the County's policy for reimbursement of travel-related expenses will be as follows:

   Meals: The County will reimburse a contractor for the actual out-of-pocket expenses for employee meals, excluding alcoholic beverages at the per diem rate not to exceed $41.00 or the individual meal rates not to exceed of $8.00 for breakfast, $11.00 for lunch, and $22.00 for dinner. Receipts are required.

   Lodging: The County will reimburse lodging expenses incurred for lodging at a reasonably priced commercial facility in the immediate area of the work, where feasible. Complete and legible itemized receipts shall accompany any request for reimbursement. No reimbursement shall be made for ineligible expenses including room service, laundry, telephone and in-room movies. If a room is shared with another person not connected with the work being performed for the County, including a spouse, the County will reimburse a contractor for no more than the cost of a single room.

Transportation:

General
Reservations shall be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation
Use of public transportation is encouraged. Receipts must be submitted for any inter-city public transportation used. Reimbursement for the use of personal or company vehicles, if allowed, shall not exceed the then current mileage rates paid by the County to its employees and personal use must be excluded from the request for reimbursement. Parking expenses are reimbursable up to $7.00 per day.

Rental of vehicles or use of taxicabs, in lieu of the use of a personal or company vehicle, may be approved if the Contractor can justify a cost savings by renting a car or using a taxicab, and obtains approval in advance from the Project Officer. For rental vehicles, the Contractor will be reimbursed for only those rental charges, insurance and/or fuel fees allocable to the Work. The Contractor will not be reimbursed for the purchase of liability insurance and/or collision/comprehensive insurance if their existing insurance coverage provides protection. Receipts are required for reimbursement.

Air Travel
Airfare will be reimbursed at the lowest cost available, typically coach rate, and must be purchased at least 7 days in advance, unless otherwise approved.

Time limit: Requests for travel reimbursement covering the above submitted more than sixty (60) days after completion of the travel shall not be honored.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.
8. If the County adopts different rates for its employees, the adopted rates shall prevail.

TERMS AND CONDITIONS
All other terms and conditions of the Agreement are unchanged and shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
ARLINGTON COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: _____

NAME: ROBERT JENKINS
TITLE: ASSISTANT PURCHASING AGENT

DATE: 07/01/15

MAGNITUDE SOFTWARE, INC.

AUTHORIZED
SIGNATURE: _____

NAME: Kelly Cummins

TITLE: VP, Customer Success

DATE: 7/1/15

The Vendor shall provide the following goods and/or services:

To best utilize the over twenty thousand database tables known to integrate across the Oracle eBusiness Suite Application, Arlington County uses Noctix Reporting Software for ad hoc reporting and to supplement the suite of standard reports offered by Oracle.

Noetix provides developed simplified views of information based on the setup and configuration of the Arlington Financial and Human Resource Systems. The capabilities, functions, and features of Noetix integrate with Oracle eBusiness Suite as part of the Arlington PRISM footprint. In addition, Arlington has spent the last six years developing specialized reports with the Noetix Tool.

Arlington requires maintenance and support from Magnitude to maintain these Noetix reporting capabilities.

1.0 Annual Maintenance and Support Renewal and Optional Professional Services

The annual maintenance and support renewal will be paid under this agreement. The annual maintenance and support renewal includes technical software support for the Noetix Platform and NoetixViews for PO, HR, Payroll, Benefits, and Financial modules (GL, FA, AP, AR).

The annual maintenance and support renewal (standard support included in the renewal) includes:

- Answering questions about the features, functions, capabilities, performance and limitations of the Noetix software platform and modules.
- Break-fix support
- Software bug resolution
- Software patches
- Access to software documentation
- Software upgrade rights
- Programming support

On an "as needed basis" for professional services, the County Project Officer will contact the Vendor and specify needs and specific scope of work to describe need.

A. The Vendor shall prepare a written quote in the form of a Work Order with a schedule of services and submit to the County.

B. Upon approval of the quote, the County will contact the Vendor, provide the Vendor with a signed copy of the Work Order, a copy of the County Purchase Order and schedule required services.

C. The Vendor will work with an assigned County Project Representative to manage and oversee detailed scope elements and requirements including schedule for each task undertaken under this scope item.

2.0 Professional Upgrade Services

See Exhibit B for Professional Upgrade Services details.

NOETIX.

NOETIX PROFESSIONAL SERVICES
WORK ORDER

This Work Order is executed this 11th day of June, 2015 and shall be deemed to incorporate by reference the terms and conditions of the Consulting Services Agreement ("Agreement") executed by Noetix Corporation ("Noetix") and Arlington County ("Customer"). Any other terms and conditions of the Customer shall not apply (and are hereby excluded) unless specifically agreed to in writing by a duly authorized representative on behalf of Noetix.

Summary of Services
Noetix shall provide the consulting services outlined below:

High Level Goal:
    A.   Move both production and non-production Noetix servers to a new Noetix servers
    B.   Upgrade of Noetix Views 6.2 version to 6.4.1 in two instances
    C.   Upgrade Noetix platform to 5.9 in two instances

Detailed Work description

Install, Setup and configuration of One New NOETIX TEST/DEV [NON-PRODUCTION] instance

1. Clone from current Noetix production environment into New Noetix TEST box
2. Verify that the current NoetixViews on the non production instance has been regenerated successfully in the last month.
3. Confirm that there are no XU2 or XU5 or XU6 custom scripts in the Master/Custom or Install directories.
4. Verify that the current Noetix Platform Repository in the non Production environment has been refreshed in the last month by running Meta Builder and verify NWQ Reports are functioning correctly.
5. Review and document all Custom Vtables in the test Platform environment. Remove unused custom Vtables.
6. Verify that the Noetix repositories in the current Platform TEST environment have been backed up and saved.
7. On production, identify the 10 most commonly used reports. Migrate these to the test server and ensure that all will execute against the old test Oracle instance. Record timings and use these for the post-upgrade benchmark testing and sign off.

Current TEST Environment (Views Instance, Platform Server)

- Verify that new server 2008 or 2012 that will be used for the Platform upgrade meets all hardware requirements necessary to host Noetix Platform 5.9. Use Pre-Requisite Checker.
- Install all appropriate SQL Server 2008 or 2012 patches on upgraded server – OS and all software components should meet software prerequisites for Platform 5.9 per the software release notes
- Change Platform 5.7 to 5.9 & Change MS SQL Server to current.
- Install MS SQL Server 2008 or 2010 and Platform 5.9 on new platform server.
- Clone current Production 5.7/5.8 repository into new Platform server Platform 5.9 and verify all content (Vtables, User Organizations, Roles, Connections/Servers) are available – test version 5.7.
- Upon successful test - Upgrade MS SQL Server to 2008 or.2010 – test.
- Upgrade/install the NoetixViews in current TEST instance from 6.2 to NoetixViews version 6.4.1 and regenerate stage 2 – 4.
- Refresh the Noetix Repository in the upgraded Platform server 5.9 environment by running Meta Builder – verify
- successful run
- Test existing NWQ Reports on out of box Views and some on the custom V-Tables.
- Document all steps and procedure along with issues encountered and solution for use during production upgrade

<u>Set up of New NOETIX PRODUCTION INSTANCE</u>

VERIFICTAION : Current PRODUCTION Environment (Views Instance and platform server)
1. Clone current production Noetix instance to a brand new Noetix box
2. Verify that the current NoetixViews on the production instance has been regenerated successfully in the last month.
3. Confirm that there are no XU2 or XU5 or XU6 custom scripts in the Master/Custom or Install directories.
4. Verify that the current Noetix Platform Repository in the Production environment has been refreshed in the last month by running Meta Builder and verify NWQ Reports are functioning correctly.
5. Review and document all Custom Vtables in the test Platform environment. Remove unused custom Vtables.
6. Verify that the Noetix repositories in the current Platform environment have been backed up and saved.

UPGRADE: Current PRODUCTION Environment (Views Instance, Platform Server)
- Verify that new server 2008 or 2012 that will be used for the Platform upgrade meets all hardware requirements necessary to host Noetix Platform 5.9. Use Pre-Requisite Checker.
- Install all appropriate SQL Server 2008 or 2012 patches on upgraded server – OS and all software components should meet software prerequisites for Platform 5.9 per the software release notes
- Change Platform 5.7 to 5.9 & Change MS SQL Server to current.
- Install MS SQL Server 2008 or 2010 and Platform 5.7 on new platform server.
- Clone current Production 5.7 repository into new Platform server Platform 5.9 and verify all content (Vtables, User Organizations, Roles, Connections/Servers) are available – test version 5.9
- Upon successful test - Upgrade MS SQL Server to 2008 or 2012 and upgrade the Noetix Platform from 5.7 to Noetix Platform 5.9 on the new platform server. – test.
- Upgrade/install the NoetixViews in current PROD instance from 5.5 to NoetixViews version 6.3 and regenerate stage 2 – 4.
- Upgrade/install the NoetixViews in current PROD instance for ASCP[if applicable] from 5.5 to NoetixViews 6.3 and regenerate stage 2 – 4.
- Refresh the Noetix Repository in the upgraded Platform server 5.9 environment by running Meta Builder – verify successful run
- Test existing NWQ Reports on out of box Views and some on the custom V-Tables.
- Decommission current production Box

<u>Resource and Estimate</u>

Platform upgrade specialist [Upgrade work to be remote; training part to be decided] [160 Hours]
        Noetix upgrade in production and one non-production environment.

Key Work Dependencies and Assumptions

Noetix' ability to meet project expectations are dependent upon various events, accomplishments and assumptions that are the responsibility of Customer, including, but not solely, the following:

- This Work Order is a time and material estimate for the activities identified above and is based on our current understanding of scope and requirements. Upon the completion of each project stage, the actual effort spent will be reviewed and may need to be revised due to changes in scope, complexity or effort. Should that occur the change management process defined below will be employed.

- A clone of the Production Noetix environment will be available.

- NoetixViews will be upgraded to version 6.4.1 from 6.2

- Any customizations of the Noetix Views are out of scope of this upgrade

- Noetix Platform will be upgraded to version 5.9 from version 5.8/5.7

- Customer is not hosted and customer has / will provide timely access and adequate access to the environment to allow the Noetix consultant to meet their deliverable deadlines

- Customer will provide complete access to Noetix remote consultant to both old and new Noetix servers and Oracle database

- If there are issues that requires additional time to fix, a change request will be issued as per the guidelines noted below

- Meeting the Noetix System Requirements provided to the Customer under separate cover.

- The establishment and maintenance in good working order of a fully configured and functional application environment with sufficient data to evaluate the accuracy of data returned through the Noetix Product(s) being upgraded.

- That Customer will devote knowledgeable resources to answer questions and provide access to required applications in a timely manner.

- Inability to provide timely access to the account credentials required for the upgrade of Noetix software will require additional services time in direct proportion to the delays encountered regardless of whether the access delays are caused by the Customer or by the Customer's application host provider.

- Customer will be responsible for upgrading, testing and validating all custom changes to the NoetixViews that were made through hook scripts.

- Customer will be responsible for upgrading, testing and validating all custom Views that have been created for reporting purposes and which may be part of the Noetix tablespace or schema.

- Noetix will be upgrading NoetixViews in two (2) environments – one non-production instance and one production instance.

- Customer will hold primary responsibility for the completion of any necessary documentation that is specific to their internal requirements.

- Customer will be responsible for all manual modifications to the NoetixViews that have been made with / without the use of hookscripts or approved methodology. These changes will not be reflected in the upgraded NoetixViews after the software is upgraded, it will be the Customer's responsibility to re-implement those changes and test all affected reports.

- Noetix will not be conducting any performance tuning of NoetixViews as part of this engagement.

- All hardware and network performance issues will be resolved by Customer.

- Noetix will invoice on a monthly basis for billable time and will invoice in USD currency.

Unless explicitly stated otherwise in this Work Order, the following services are NOT included in the estimate provided:

- Modification of existing NoetixViews or remediation of existing hookscripts or custom code
  Upgrade of existing customizations in the NoetixViews schema. Upgrade of existing hook scripts on existing NoetixViews

- Creation of custom reports or Dashboards or modification of out-of-the-box reports or Dashboards Upgrade of custom Noetix Platform Answers
- Performance tuning or troubleshooting of existing issues
- Creation and testing of a suppression script
- Creation of concurrent manager jobs
- Training on the modification or customization of NoetixViews

Noetix agrees to cooperate with Customer so as to afford Customer a reasonable opportunity to meet its said responsibilities under this section in a (as well as those detailed in the active Noetix Consulting Services Agreement Document) manner permitting Noetix to meet project expectations without interruption or delay. The failure to complete the Services by the estimated dates set forth in this Work Order shall not be deemed a breach of this Work Order or the Agreement.

Resources

- Customer and Noetix will work as one complete team with all resources contributing as necessary towards project objectives.

- Customer will devote knowledgeable resources to answer questions.

- Customer will provide a Project Manager for the duration of the project to coordinate all Customer-related tasks.

- Should Customer resources not be available as defined in this document, Noetix and Customer will jointly evaluate the timeline and budget implications and process any adjustments via the change control process.

Project Controls

- Status Reporting: The Noetix consultant will provide an email status report once every week summarizing the task performed in the previous week, next week's plan and document open issues and its impact on project. This report will be produced electronically and subsequently e-mailed to a distribution list jointly defined by Noetix and Customer. It will include the project sponsors, project managers, project team members, and peripheral stakeholders from both companies. In addition, Customer will provide an electronic signature via email to the Noetix project manager within two working days of receipt signaling acceptance of the activities described in the report. The absence of a response assumes acceptance.

Change Control

During the course of the project the following steps will be used to process all changes to the project:

- A change to the project is defined as a modification to the scope that is noted within this document. A change may result in increased effort, decreased effort, or no change in effort.

- The change request will be submitted in writing by the user via Email to the Customer Project Lead and will include:

  o Definition of request
  o Impact of request to the technical infrastructure or business users
  o Prioritization of request: High, Medium, Low
  o Desired delivery date of request: Current Stage or Future Stage

- The Customer Project Manager will:

  o Log the request in a Tracking spreadsheet or system
  o Confirm and clarify the request with submitter
  o Approve or Deny Request
  o Send approved requests via Email to Noetix Project Lead

- The Noetix Project Lead will:

  o Confirm and clarify the request further
  o Define high level solution

- - Prepare estimates
  - Define alternatives that should be considered (if applicable)
  - Provide estimates and alternatives to Customer Project Manager

- The Customer Project Manager will approve or deny the final change.

- Approved changes will be added to the project scope and plan accordingly.

- Increases to project estimates will require a subsequent change request from Noetix and signed by Customer.

- All change requests will be logged and tracked via a document shared by the Noetix and Customer project managers.

Risk and Issue Management

- The Noetix Project Lead will track all issues in the status report

- Escalation of issues will be to the Noetix Consulting Director and the Customer project sponsor; followed by appropriate Vice Presidents.

- Every effort will be made to come to mutual resolution on any issue identified during the course of the project.

Dates of Service:		Special Travel Arrangements	
To be done remotely			
Delivery of Services Address:		Billing Contact and Address:	
Remote		Accounts Payable	
		Arlington County	
		2100 Clarendon Blvd	
		VA 22201	
Consultant:	Rate	Units	Estimated Total
Platform upgrade specialist	$120/hour	160 Hours	$19,200 estimated total

** Should services beyond the scope of this work order be required a separate change request will be issued by Noetix and a separate purchase order will be requested from the customer

Customer Project Manager:	Noetix Project Manager: TBD
Phone:	Phone:
Email:	Email:

Consultant Expenses

No Travel expenses will be incurred as all of these tasks will be done remotely by Noetix consultants from Noetix India Development center

This Work Order may be executed in counterparts, each of which shall be deemed an original. The parties agree that faxed signatures shall have the same force and effect as an originally executed Work Order.

Noetix Professional Services Management Approval

Name
Mrityunjay Jha
Title
Director, Professional Services
Date
6/11/2015

Please Fax Executed Copy of this Work Order to:
Attn: Consulting Operations Manager, Noetix Corporation, 866.436.0410.

AGREEMENT NO. 269-13
EXHIBIT C
PRICING

Actual Annual Yearly Cost to Arlington County for Maintenance and Support Renewal	Amount
Annual Maintenance and Support through 9/1/2015-8/30/2016	$25,303.00
Annual Maintenance and Support through 9/1/2016-8/30/2017	$26,315.00
Annual Maintenance and Support through 9/1/2017-8/30/2018	$27,368.00
Annual Maintenance and Support through 9/1/2018-8/30/2019	$28,462.00
Annual Maintenance and Support through 9/1/2019-8/30/2020	$29,601.00

Actual One-time Cost to Arlington County (Professional Upgrade Services)	Amount
Platform Upgrade Specialist ($120/hour for 160 hours) *Work to be commenced immediately upon execution of the contract and completed by July 15, 2015.*	$19,200.00

Optional Professional Services (As Requested by County)	Amount
Onshore and/or Onsite Professional Services (support from United States and United Kingdom offices). Travel and Expenses will be billed separately. Magnitude will comply with the Arlington County policy on travel)	$225.00/hour
Offshore Professional Services (remote support from the India Development Center).	$120.00/hour
Maximum billable hours under this contract for Optional Professional Services shall not exceed 500 total hours. *Work to be commenced upon approval of the Project Officer.*	