

Software as a Service AGREEMENT

This Software as a Service Agreement (“Agreement”), effective as of the date the Client signs Reseller’s agreement or Quote (“Effective Date”), is by and between Koa Hills Consulting, a Nevada LLC (“Supplier”), having an office for notices at P.O Box 58, Reno, NV 89504, and the client identified on the applicable reseller (“Reseller”) Quote for the software-as-a-service offering made available by Supplier and identified on the quotation (“Client”).

INTENDING to be legally bound, Supplier and Client agree that the following terms and conditions will apply to the Historical Data Archive SaaS Software and services provided under this Agreement, including all attachments which are incorporated by reference:

1. DEFINITIONS

Whenever used in this Agreement, any schedules, exhibits, or addenda incorporated into, or referenced in, this Agreement, the following terms shall have the meanings assigned below. Other capitalized terms used in this Agreement are defined in the context in which they are used.

1.1 **“Agreement”** means this agreement as a Service Agreement between Supplier and Client, inclusive of all schedules, exhibits, attachments, addenda, and other documents incorporated by reference.

1.2 **“Authorized User”** means the employees of the Client.

1.3 **“Confidential Information”** means any information that a disclosing party treats in a confidential manner and that is marked “Confidential Information” prior to disclosure to the other party. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the “Receiving Party”) with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.

1.4 **“Documentation”** means, collectively: (a) all materials published or otherwise made available to Client by Supplier that relate to the functional, operational and/or performance capabilities of the Software; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Supplier that describe the functional, operational and/or performance capabilities of the Software; (c) any Requests for Information and/or Responses for Proposals (or documents of similar effect) issued by Client, and the responses thereto from Supplier, and any document which purports to update or revise any of the foregoing.

1.5 **“Enhancements”** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Software that Supplier may develop or acquire and incorporate into its standard version of the Software or which the Supplier has elected to make generally available to its clients who are on a support and/or maintenance plan.

1.6 **“Intellectual Property Rights”** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, federal law, and laws of foreign countries; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, federal law, and laws of foreign countries; and (d) proprietary indicia, trademarks, tradenames, symbols, logos, and/or brand names under common law, state law, federal law, and laws of foreign

countries.

1.7 **"Project Manager"** means the individual who shall serve as each party's point of contact with the other party's personnel as provided in this Agreement. The initial Project Managers and their contact information are set forth in the Notices section below and may be changed by a party at any time upon written notice to the other party.

1.8 **"Quote"** means the Reseller document listing the Software and services, including the costs related to same, to be provided by Supplier.

1.9 **"Software"** means the Supplier's Historical Data Archive computer programs, licensed to Client pursuant to this Agreement, that provide the functionality and/or produce the results described in the Documentation, including without limitation all Enhancements thereto.

1.10 **"SaaS Fees"** means the fees for the SaaS Services identified in the Quote.

1.11 **"SaaS Services"** means the right to use the Historical Data Archive Software, receive maintenance and support.

1.12 **"SOW"** means the standard implementation plan describing what services/data will be provided to implement the Historical Data Archive software.

1.13 **"Support and Maintenance Services"** means the technical support, error correction services and support, and Enhancements provided by Supplier to Client to use, maintain and enhance the Software provided by Supplier to Client.

1.14 **"Third Party"** means persons, corporations, and entities other than Supplier, Client or any of their employees, contractors or agents.

1.15 **"Third Party Software"** means any Software provided by Supplier to Client that Supplier licensed from a Third Party and is to be delivered by Supplier to Client in connection with the Software.

1.16 **"Version"** means one of a sequence of copies of a Software program, each incorporating new modifications commonly identified by a number in the form X.Y, where X is the Version number and Y is the release number. An increment in X (with Y reset to zero) signifies a substantial increase in the function of the program or a partial or total re-implementation, whereas Y increases each time the program is changed in any way and re-released.

1.17 **"We, Us, Our"** means Koa Hills Consulting LLC

1.18 **"You"** and similar terms means the Client

2. **Rights Granted and Restrictions**

Koa Hills Consulting LLC grants to you a non-exclusive non-assignable limited right to use to use the Software and SaaS Services for your internal business purposes only as of the effective date. Your rights to use the Software are perpetual but may be revoked if you fail to comply with any material terms of this Agreement and have not cured such material failure within 30 days.

2.1 SaaS fees – You agree to pay us (or an applicable Reseller if sold through a reseller) SaaS Fees. If the annual fee is not paid when due, your SaaS Service to use the Software will be suspended unless and until payment is made in full.

2.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

2.3 Client understands and agrees that, except as permitted by this Agreement, it may not: (a) sell, assign, lease, license, sub-license or otherwise distribute the Software or Documentation, (b) use the Software for the purposes of providing commercial data processing services to Third Parties, such as commercial use in a service bureau, timesharing, remote batch, or other similar commercial operation; (c) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or any other process, the Software (d) modify or create any derivative works of the Software or (e) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels.

2.4 We reserve all rights not expressly granted to you in this Agreement. The Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright and other intellectual property rights in the Software and the Documentation.

3. Support and Maintenance Services

3.1 The Client shall receive the general help desk Support and Maintenance Services offered by Supplier.

3.2 The Project Managers, or such persons as otherwise designated by Client and Supplier, shall serve as said parties' contacts for all communications relating to Support and Maintenance Services. Each party may change its own contact person by written notice to the other party.

3.3 Except as otherwise provided in a signed addendum to this Agreement, nothing herein shall obligate Supplier to enhance the Software in any respect or on any particular date. The decision as to whether and/or when, to enhance the Software will be within Supplier's discretion.

4. Professional Services

4.1 We will provide the implementation services outlined in the Statement of Work (SOW).

4.2 You agree to pay us (or an applicable Reseller if sold through a reseller) the professional services fees in the amount set forth in **the Quote**. The Client acknowledges that the fees stated in the Quote are good faith estimates of the time and materials required for your implementation; however, Additional Professional Services may be required as set forth in section 4.3.

4.3 Additional Professional Services. If additional work beyond the scope of contracted services is required or if the Client requests additional work outside the original SOW then a change order will be produced with the hours required/requested at the current hourly rate.

4.4 Access and Requirements. At no cost to Koa Hills Consulting LLC, Client agrees to provide us with full and free access to your personnel and equipment and network as may be reasonably necessary to provide implementation and installation services, subject to reasonable security protocols.

4.5 Client Assistance. You acknowledge that the implementation of the Software is a cooperative process requiring time and effort from your personnel. We will not be liable for failure to meet deadlines or milestones when such failure is due to Force Majeure or by failure of your personnel to provide cooperation and assistance.

5. Fees, Invoices, Payment and Invoice Disputes

5.1 Client agrees to pay all undisputed amounts due to Supplier in accordance with the Reseller agreement through which Client purchases Supplier Software and services.

5.2 If an invoiced amount is disputed in good faith by the Client, then the Client shall work with the Supplier to resolve the dispute. Client may suspend the payment of all disputed amounts until the dispute is resolved. Client has 30 days from the invoice date to dispute an invoice in writing to the Supplier.

6. Term and Termination

6.1 Term. This Agreement shall be effective as of the Effective Date. The initial term of the SaaS Services is equal to the number of years indicated in the Reseller Quote and shall commence on the date we make the SaaS Services available to you, unless earlier terminated as set forth below. Upon expiration of the initial term, and upon mutual agreement of both parties, this Agreement may renew for additional one (1) year renewal terms, each at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the initial term or the end of the then-current renewal term. Client may indicate its agreement to a renewal term by timely payment of the SaaS Fees applicable to the renewal term. We or the Reseller will provide you notice of any increase in SaaS Fees no less than ninety (90) days prior to the commencement of the renewal term. You will then have until sixty (60) days prior to the termination of the current term to agree to a renewal of this Agreement at the prices contained in our notice, or as we may otherwise agree. Your right to access or use the Software and the SaaS Services will terminate at the end of this Agreement.

6.2 This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the Software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes.

6.3 Either party may terminate this Agreement if the other party intentionally and materially breaches this Agreement and then fails to correct such breach within thirty (30) days. Written notice of the breach will be provided to the offending party as soon as the breach is identified. In the event of an uncorrected breach this Agreement can be terminated immediately.

6.4 Failure to Pay SaaS Fees - You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

6.5 Fees for Termination without Cause - Client hereby acknowledges that we have invested time and personnel in the development of the Software being licensed to the Client. Therefore, termination of this Agreement without cause during the initial term will result in a financial hardship to us. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

- a) if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
- b) if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
- c) if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

6.6 The following Sections shall survive the expiration or termination of this Agreement: Section 6, 7, 9, 10, 11, 12, 13, 15 and 16. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled and apply to respective successors and assignees.

7. Warranty, Limitation of Liability and Indemnification

7.1 Supplier represents and warrants that the Software provided under this Agreement shall function substantially in accordance with the Documentation and produce results substantially in accordance with the Documentation. Supplier's obligations for breach of the Software Warranty shall be limited to using its best efforts, at its own expense, to correct or replace that portion of the Software which fails to conform to such warranty, and, if Supplier is unable to correct any breach in the Software Warranty by the date which is sixty (60) days after Client provides notice of such breach, Client may, in its sole discretion, either extend the time for Supplier to cure the breach or terminate this Agreement. This will be your sole remedy should we be unable to cure the defect.

7.2 THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.3 If the Software and/or Documentation, or any part thereof, is the subject of any claim for infringement of any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party, or if it is adjudicated by a court of competent jurisdiction that the Software and/or Documentation, or any part thereof, infringes any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party, and Client's use of the Software and/or Documentation, or any part of it, is enjoined or interfered with in any manner, Supplier shall, at its sole expense and within sixty (60) calendar days of such injunction or interference, either: (a) procure for Client the right to continue using the Software and/or Documentation free of any liability for infringement or violation; (b) replace or modify the Software and/or Documentation, or parts thereof, with non-infringing Software and/or Documentation of equivalent or better functionality.

7.4 Supplier shall have no obligation to indemnify Client for a claim if: (a) Client uses the Software in a manner contrary to the provisions of this Agreement and such misuse is the cause of the infringement or misappropriation; or (b) Client's use of the Software in combination with any product, software or system not authorized, approved or recommended by Supplier and such combination is the cause of the infringement or misappropriation; or (c) altering or modifying the Software including any modification by a third parties at your direction or otherwise permitted by you; or (d) willful infringement, including use of the software after we notify you to discontinue use due to such a claim.

7.5 Supplier shall defend, indemnify and hold the Client, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages caused by or resulting from the negligent or intentional acts or omissions of the Supplier, its officers, employees, or agents.

7.6 Client shall defend, indemnify and hold the Supplier, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages caused by or resulting from the negligent or intentional acts or omissions of the Client, its officers, employees, or agents.

7.7 The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim provided that the indemnifying party has the sole right to control the defense.

7.8 LIMITATION OF LIABILITY - EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED; (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT TWO TIMES (2X) THE

TOTAL ONE TIME FEES SET FORTH IN THE **RESELLER QUOTE** ; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, TWO TIMES (2X) THE THEN CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION 8.3 THROUGH 8.6.

7.9 EXCLUSION OF CERTAIN DAMAGES – TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE OR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Insurance

8.1 During the course of performing services under this Agreement, Koa Hills Consulting LLC agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation of at least \$1,000,000; (e) Cyber Insurance of at least \$1,000,000. We will provide a certificate of insurance upon request.

9. Confidentiality

9.1 Each party acknowledges that certain information that it shall acquire from the other is of a special and unique character and constitutes Confidential Information.

9.2 The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish, or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However: (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena).

10. Title/Ownership

10.1 Client acknowledges that Supplier holds all right, title and interest in any copyrights, patents, trade secrets and any other Intellectual Property Rights in the Software. Nothing in this Agreement shall be construed to convey any title or ownership rights in the Software to the Client.

10.2 All data created and/or processed by the Software is and shall remain the property of the Client and shall in no way become attached to the Software, nor shall Supplier have any rights in or to the data of Client.

10.3 Any documents, forms, compilations and/or spreadsheets that are generated from the utilization of the functionality of the Software are not the intellectual property of the Supplier and can be used by Client in its ordinary course of business, including but not limited to Client sharing such documents with Third Parties.

11. Dispute Resolution

11.1 Designated Supplier and Client Project Managers shall meet as often as is reasonably required to review the performance of the parties under this Agreement and to resolve any disputes.

11.2 If a dispute arises and these representatives are unable to resolve the dispute within fifteen (15) business

days, then the dispute will be escalated to an executive level representative of each party with the authority to resolve such matters. Supplier and Client executives must meet to resolve any disputes. To the extent provided by law, all meetings and discussions between executive level representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.

12. Taxes

All taxes required for the Software purchase by Client under this Agreement will be the responsibility of Client. Client is responsible for remitting all taxes to the taxing authority.

13. Joint Drafting

SUPPLIER AND CLIENT ACKNOWLEDGE THAT EACH HAS BEEN ADVISED BY THEIR RESPECTIVE ATTORNEYS REGARDING THE TERMS, EFFECTS AND CONSEQUENCES OF THE AGREEMENT. ACCORDINGLY, SUPPLIER AND CLIENT AGREE THAT THIS AGREEMENT SHALL NOT BE CONSTRUED AS HAVING BEEN DRAFTED SOLELY BY OR ON BEHALF OF EITHER PARTY.

14. Assignment

This agreement shall be binding on and shall be for the benefit of either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without prior written consent of the other party; provided, however your consent is not required for assignment by us because of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

15. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, excluding its conflicts of laws provisions. Any dispute, claims, demands or actions arising out of or in relation to this Agreement, or the interpretation, making, performance, breach or termination thereof shall be brought in and resolved by the Superior Court of the County of Washoe in Reno, Nevada.

16. No Intended Third Party Beneficiaries

This agreement is entered into solely for the benefit of Supplier and Client. No third party will be deemed a beneficiary of this agreement, and no third party will have the right to make any claim or assert any right under this agreement.

17. Client Name

Client agrees that Supplier can identify Client by name in client lists, and with prior written consent marketing presentations and promotional materials.

18. Force Majeure

Neither party shall be liable to the other for failure or delay of performance hereunder due to earthquake, flood, storm, fire, epidemics, acts of government, governmental agencies or officers, war, insurrection, riots, civil disturbances, or any other cause beyond the reasonable control of the non-performing party. The non-performing

party will promptly notify the other party in writing of an event of force majeure, the expected duration of the events, and its anticipated effect on the ability of the party to perform its obligations and make reasonable effort to remedy the event of force majeure in a timely fashion.

19. Notices

All notices, requests, consents, approvals, or authorizations in connection with this Agreement (collectively, "Notices") must be given in writing, sent by personal delivery, messenger, overnight delivery service, electronic mail with delivery acknowledgement or the United States mail, postage prepaid, certified or registered, return receipt requested, and addressed as follows:

If to Supplier:

Koa Hills Consulting LLC
P.O Box 58, Reno, NV 89504
Attention: John Schwartz

If to Client at the Client address listed in the Reseller agreement or Quote, as applicable.

19.1 All Notices sent in accordance with the foregoing shall be deemed received by the intended recipient: (a) upon personal delivery; or (b) One (1) business day following deposit with an overnight courier service submitted in time for next day delivery or (c) by email acknowledgement.

19.2 Either party may change its notice contact information above by written notice to the other party.

20. Severability

20.1 The terms of this Agreement are severable. If any provision of this Agreement, or any portion thereof, is declared by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of the Agreement will continue in full force and effect for the same purpose.

20.2 In the event that any provision shall be held to be illegal, void, invalid or unenforceable, that provision shall in good faith be renegotiated to reflect as closely as possible the intent of the original provisions of this Agreement in a manner that is valid and enforceable.

21. Waiver

21.1 The waiver of any performance required under this Agreement or of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent failure to perform or breach of the same or any other provision of this Agreement.

21.2 The delay or omission by either party to exercise any right or remedy under this Agreement shall not be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

22. Counterparts

This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. Each party shall receive a duplicate original of the counterpart copy or copies executed by it. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely based on any signature being a facsimile or electronic transmission. If this Agreement is executed in counterparts, no signatory hereto

shall be bound by this Agreement until all parties have executed a counterpart of this Agreement. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this agreement.

23. Headings

The section headings in this Agreement are inserted for convenience only, are not substantive, and shall not be interpreted to define, describe, modify, or otherwise limit the interpretation or scope of the provision under the section heading or of the Agreement as a whole.

24. Entire Agreement

This Agreement, together with all the incorporated exhibits, schedules, attachments, and proposals and addenda, constitutes the entire, final and exclusive Agreement between the parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties. The parties expressly disclaim the right to claim the enforceability or effectiveness of any oral modifications to this Agreement or any amendments based on course of dealing, waiver, release, estoppel, or other similar legal theory. Any amendment or modification to this Agreement shall be effective only if in writing and signed by duly authorized representatives of both Supplier and Client.

Each party has read the Agreement, understands it and is authorized to bind his/her organization. This Agreement becomes binding when Client signs the Reseller agreement or Quote, as applicable, through which Client purchases Supplier SaaS Services, Software, and/or services.

Historical Archive Database

Scope of Work

Introduction

Koa Hills Consulting (KHC) will deliver a web-based data archival system to maintain access to historical data in addition to the data that is converted directly to the Enterprise Resource Planning (ERP) system. The build out of the historical archive database uses the same ERP data conversion templates and mappings created during the implementation process. Users will be able to access an intuitive web-based application in order to retrieve historical information. The historical information includes the following areas of data:

- General Ledger
- Projects
- Budget
- Vendors
- Accounts Payable Checks
- Accounts Payable Invoices
- Purchase Orders
- Contracts
- Employee Demographics
- Employee Job/Salary
- Employee Deductions
- Payroll Check History

Application Features

The historical archive database is a web-based module which provides menu driven access to a series of screens and reports designed for user access. The web front end is very similar in nature to the inquiry options within the ERP to provide users with a familiar and intuitive interface. The screens provide the ability to perform advanced searches and return data which may then be viewed and exported to Excel, if needed.

The following screens will be available within the historical archive database. Information on these screens will correlate with the ERP screens whenever possible; however, certain pieces of information which would become stale over time are omitted. All data available through the ERP Conversion programs have the opportunity for inclusion in the data archive.

Screen	Description
Account Central	All related financial activity for a given ERP GL
Journal Entries	
Project Central	All related financial activity for a given ERP GL Organization, Object and Project including budget, actual and encumbrance data.
Budget Central	
Invoice Central	AP Invoice information with associated purchase orders and payment details.
Checks Central	
Purchase Orders	Purchase order and line item detail with associated AP Invoices.
Contracts Central	Contract information with associated AP Invoices and Purchase Orders.

Vendor Central	All related financial activity for a vendor, and drill down into the detail in: Checks, Invoices, Purchase Order, Contracts.
Finance Codes	
Finance Reports	
Employee Central	
Employee Master	Employee tracking and general information
Employee Job/Salary	Employee job and salary information
Employee Deduction	Employee payroll deductions
Check History	Employee payroll check history

The following reports will be available within the historical archive database. Information on these reports will correlate with the ERP screens whenever possible; however, certain pieces of information which would become stale over time are omitted. All data available through the ERP Conversion programs have the opportunity for inclusion in the data archive

Report	Description
Accounts, Project Central	All related financial activity for a given ERP GL Organization, Object and Project including budget, actual and encumbrance data.
Vendor Central	All related financial activity for a vendor, and drill down into the detail in: Checks, Invoices, Purchase Order, Contracts.
Purchasing Central	Purchase order and line item detail with associated AP Invoices.
Contracts Central	Contract information with associated AP Invoices and Purchase Orders.
Invoice Central	AP Invoice information with associated purchase orders and payment details.
Employee Master	Employee tracking and general information
Employee Job/Salary	Employee job and salary history
Employee Deduction	Employee payroll deductions
Check History	Employee payroll check history

- Reports will be provided in SSRS
- Customer can develop additional reports in SSRS
- KHC can develop additional reports for the client by request and for an additional cost

Deliverables

The following deliverables will be provided with the solution:

- Web based application to access historical data
- Training to use the historical data application
- KHC will assist client in converting and populating data input spreadsheets to match mapping requirements
- Data conversion templates for mapping
 - KHC will use the same mapping spreadsheets as the ERP Data Conversion Team
- Historical data will be converted into the archival database using the ERP data structure

Client Responsibilities

- Client shall provide access to fulfill the necessary requirements to historical data files, data mapping expertise and any other necessary information to facilitate the archival process
- Client shall furnish legacy system documentation for data mapping, as needed
- Client shall furnish the required hardware to run the archival system unless the client chooses the SaaS

- option
- Client shall provide necessary access to the client internal network for installation and configuration if needed
- Client shall provide GL Account Crosswalk mapping for any legacy accounts which are desired to maintain for all years archived with the new updated ERP format
- Client shall assist with data validation and testing by running reports comparing totals and details on legacy data between systems

Hardware Requirements

If not using the KHC SaaS solution, the client will supply the stand-alone server with a recent version of Windows Server Operating System, SQL server, SSRS, and the Management Studio package. Though the server is a read only, Koa Hills recommends a duplicate hard drive backup to cover disasters and possible drive failures. Koa Hills will create a schema which closely matches that of Munis data migration for each sub-system.

Assumptions

- The server will be designed for administrative access only and there will be no layered user security.
- Data is consistent for all years. If the data has changed (ex. COA length changed at some point in the past and is different from the current data structure in Munis), then additional professional services may be required.
- Legacy system data will be converted from a single source. If there are multiple legacy systems, then additional professional services may be required.
- All work will be performed remotely. Travel costs are not included and will be billed as incurred if travel is required.