

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this “**Agreement**”) is entered into and effective as of December __, 2018 (the “**Effective Date**”) by and between GreyHeller LLC d/b/a Appspan, a Delaware corporation (“**GH**”) and Collin County, Texas (“**Customer**”) a political subdivision of the State of Texas.

The parties hereto agree as follows:

1. Definitions. In this Agreement:

- (a) “**GH Software**” means the object code version of the GH software described in Exhibit A hereto.
- (b) “**Location**” means the location(s) listed on Exhibit A hereto.
- (c) “**PeopleSoft Applications**” means those PeopleSoft software applications listed on Exhibit A hereto.
- (d) “**Updates**” shall mean program logic and documentation changes to correct known defects of the GH Software.

2. License. Subject to the terms and conditions of this Agreement, GH hereby grants to Customer a limited, nonexclusive, personal, nonsublicensable, nontransferable license to copy, install, execute, and use the GH Software during the term of this Agreement, solely in conjunction with the PeopleSoft Applications and third party and customer developed bolt-ons developed in PeopleTools, and solely at the Locations for Customer’s internal business purposes only, including employee training. GH grants to Customer a non-exclusive and non-transferable license, without right of sublicense, during the term of this Agreement to reproduce, without modification, and internally use a reasonable number of copies of all GH-provided on-line help files relating to the GH Software (the “Documentation”) solely in connection with use of the GH Software in accordance with this Agreement.

3. Restrictions. Customer acknowledges that the GH Software contains valuable trade secrets of GH and its licensors and suppliers and constitutes the Confidential Information (as defined below) of GH. Accordingly, and except as may be permitted under Section 2, Customer agrees that it may not: (a) modify, adapt, alter, translate, or create derivative works of the GH Software; (b) build a product or service using similar ideas, features, functions, or graphics of the GH Software; (c) sublicense, resell, rent, lease, transfer or assign GH Software or its use, or offer the GH Software on a time share basis to any third party; (d) reverse engineer, decompile, decode, or disassemble the GH Software; or (e) otherwise attempt to derive the source code for the GH Software or attempt to gain access to any underlying code used to implement or deploy the GH Software. For clarity, Customer receives no right or license to any source code to the GH Software hereunder.

4. Ownership. There are no implied rights or licenses under this Agreement. Subject to the licenses expressly granted to Customer hereunder, all right, title and interest in the GH Software will at all times remain the property of GH or GH’s licensors. All rights not expressly granted herein are reserved by GH. Customer agrees that an Update of the GH Software developed by GH, whether or not requested and/or paid for by Customer, and whether or not developed in conjunction with Customer's employees or agents, shall be the exclusive property of GH. Customer further agrees that Updated or enhanced versions and releases of the GH Software are not "works for hire" as defined in the Copyright Act of 1976, as amended, do not constitute a program different from the GH Software, and do not create any ownership rights by Customer in the GH Software except as otherwise agreed in writing by the parties.

5. Support. GH shall, during the term of this Agreement, use reasonable efforts to provide support as set forth in the applicable Exhibit B.

6. Feedback. GH shall be the sole and exclusive owner of any suggestions, ideas, enhancement requests, recommendations or feedback from Customer, its employees, or any end users of the GH Software, regarding the GH Software and GH shall be the sole and exclusive owner of any ideas, enhancements, improvements, or modifications to the GH Software created or conceived by GH (collectively, “**Feedback and Improvements**”). GH shall use, disclose, commercialize, license, and exploit such Feedback and Improvements in its sole discretion without any restriction.

7. Payment.

(a) License Fee. Upon the Effective Date, Customer shall pay the initial license fee specified in Exhibit A attached hereto. On each anniversary of the Effective Date during the term of this Agreement Customer shall pay the annual license fee specified in Exhibit A attached hereto. Annual license fees are payable for as long as the GH Software is installed on Customer's production and non-production environments, regardless whether the GH Software is being used by Customer.

(b) Payment Terms. Payment shall be made in accordance with Texas Government Code 2251, Payments for Goods and Services.

(c) Late Payment. . GH may further suspend any or all access to the GH Software, and take any other necessary steps, until all amounts due and late fees are paid in full.

(d) Taxes and Other Charges. In addition to all applicable license fees, Customer shall pay all sales, use, personal property and other taxes resulting from this Agreement or any activities under this Agreement, excluding taxes based on GH's net income, unless Customer furnishes proof of exemption from payment of such taxes in a form reasonably acceptable to GH.

8. Term; Termination; Survival.

(a) Term. This Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to the terms hereof, shall continue for a period of three (3) years. Thereafter, this Agreement shall automatically renew (subject to payment by Customer of the applicable Annual License Subscription fee) for successive one (1) year periods unless either party provides the other party with written notice of its intent not to renew at least sixty (60) days prior to the end of the then-current term.

(b) Termination for NonAppropriation: If sufficient funds are not appropriated to make payments after year one (1) under this Agreement, the Agreement shall terminate and Customer shall not be obligated make payments under this agreement beyond the then fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which payment have been appropriated, cease receiving services. Customer shall notify GH in writing within seven (7) days after the failure of Customer to appropriate funds sufficient for the payment, but failure to provide such notice shall not operate to extend the term of this Agreement or result in any liability to Customer.

(c) Termination for Breach. Either party may terminate this Agreement and all rights granted under this Agreement upon written notice to the other party if (A) the other party materially breaches any term or condition of this Agreement and fails to correct such breach within thirty (30) days following written notice specifying such breach, or (B) the other party applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets, or such a receiver, trustee or liquidator is appointed for the other party; or the other party has filed against it an involuntary petition for bankruptcy that has not been dismissed within sixty (60) days thereof, or the other party files a voluntary petition for bankruptcy or a petition or answer seeking reorganization, becomes or is insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors. If Customer is in default (including when Customer has failed to make any due payments), GH reserves the right, in addition to all other rights and remedies it may have, to withhold further performance of its obligations under this Agreement and to repossess the GH Software.

(d) Effect of Termination. Upon expiration or termination of this Agreement for any reason (i) the provisions of Sections 3, 4, 6, 7, 8(c), 9, 11 and 12 - 24 shall survive, (ii) all rights and licenses granted to Customer hereunder shall immediately terminate, and (iii) Customer shall promptly remove all affected GH Software from all memory locations, return all copies of the affected GH Software to GH, and execute and deliver to GH a certificate stating that all copies of the affected GH Software have been removed and returned or destroyed. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement.

Neither party shall be liable to the other for damages of any kind solely as a result of that party terminating this Agreement in accordance with its respective terms.

9. Disclaimer of Warranty. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE GIVEN BY GH WITH RESPECT TO THE GH SOFTWARE OR ANY OTHER MATERIALS OR SERVICES PROVIDED BY GH, AND THE GH SOFTWARE, MATERIALS AND SERVICES ARE PROVIDED ON AN “AS IS” BASIS AND WITH ALL FAULTS. GH MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. GH DOES NOT WARRANT THAT THE OPERATION OF GH SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, NOR THAT ALL PROGRAM ERRORS WILL BE CORRECTED, NOR DOES GH ASSUME ANY LIABILITY FOR FAILURE TO CORRECT ANY SUCH ERRORS.

10. Authority. Customer represents and warrants to GH that Customer has full right and authority to enter into this Agreement and perform its obligations hereunder, without breach of any other agreements to which Customer is a party.

11. Indemnity.

(a) By GH. GH shall defend Customer and pay the costs of such defense and pay any judgment finally awarded to a third party by a court of competent jurisdiction or settlements entered into with a third party for any third party claim against Customer of United States copyright or trade secret infringement solely by the GH Software and solely as and in the form delivered to Customer. In the event an injunction is sought or obtained against Customer’s use of the GH Software solely as and in the form delivered to Customer under this Agreement as a result of any such infringement claim, GH may, at its sole option and expense, (i) procure for Customer the right to continue using the affected GH Software, (ii) replace or modify the affected GH Software so that it does not infringe, or (iii) terminate Customer’s license with respect to the affected GH Software. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF GH, AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF THIRD-PARTY RIGHTS OR OTHER CLAIMS BY THIRD PARTIES AGAINST CUSTOMER.

(b) By Customer. Except to the extent that GH would be obligated to indemnify Customer under Section 11(a) above, Customer to the extent allowed by law, will defend GH and its affiliates, and their officers, directors, employees, and agents from and against any and all claims, suits, demands, and allegations made against GH by third parties arising out of or related to Customer’s use of the GH Software, and will indemnify and hold GH harmless from and against any and all damages, liabilities, awards, judgments, fees, and costs (including reasonable attorney’s fees) arising out of or associated with any such claim, suit, demand, or allegation. GH shall have no liability for and Customer shall indemnify and hold GH harmless from and against any claim based upon (A) use of other than the then-current, unaltered version of the applicable GH Software; (B) use, modification, operation or combination of the applicable GH Software with non-GH programs, data, equipment, hardware, software, or documentation; (C) GH’s compliance with Customer’s designs, specifications or instructions; (D) Customer’s misuse of the GH Software (including any use outside of the express scope of the licenses granted hereunder) or (E) any open source software used or incorporated into the GH Software.

(c) Conditions To Indemnification. Each party’s obligation to indemnify, defend, and hold the other harmless as set forth above will be conditioned on the party seeking indemnification:

- (i) promptly notifying the other party of the existence of a subject claim,
- (ii) tendering sole control of the defense and settlement of such claim to the other party, and
- (iii) cooperating as reasonably requested by the other party.

The indemnified party may participate in such defense at its own expense and with its own counsel.

12. Confidentiality. Except pursuant to its use of the GH Software as specifically permitted herein, Customer agrees to hold the GH Software and Documentation in strict confidence and not to disclose the GH Software or Documentation to any third parties or use it for any purpose, without the prior written consent of GH. Customer agrees to keep the terms and conditions of this Agreement confidential, and will only disclose its contents to its employees and professional advisors, or as otherwise required to enforce its rights hereunder.

Both parties shall maintain as confidential and shall not disclose (except to employees, accountants, attorneys, advisors, outsourcers, and third-party services providers of recipient with a need to know in connection with recipient's performance under this Agreement, and who have been advised of the obligation of confidentiality and agree to be bound hereunder), copy or use for purposes other than the performance of this Agreement, any information which relates to the other party's business affairs, trade secrets, technology, research, development, pricing, or terms of this Agreement ("**Confidential Information**") and each party agrees to protect all received Confidential Information with the same degree of care that it would use with its own Confidential Information and to prevent unauthorized, negligent or inadvertent use, disclosure, or publication thereof. Breach of this Section 12 may cause irreparable harm and damage, thus in addition to all other remedies available at law or in equity, the injured party shall have the right to seek equitable and injunctive relief, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such unauthorized use. The recipient shall be liable to the disclosing party for any use or disclosure in violation of this Section 12 by it or its affiliates, employees, third-party service providers and other related parties.

Each party's obligations of non-disclosure and non-use with respect to such Confidential Information will terminate and the disclosing party will not be liable for disclosures or other use with respect to such information that (i) enters into the public domain without breach of this Agreement; (ii) was known to the receiving party at the time of disclosure, (iii) is independently developed by the other party without reference to the Confidential Information, (iv) is received by receiving party without restriction from a third party which is not under an obligation of confidentiality to the disclosing party; or (v) the recipient receives written permission from the disclosing party for the right to disclose any Confidential Information. All Confidential Information of a disclosing party shall remain the sole property of such disclosing party. Upon the termination of this Agreement, or at any time upon written request of the disclosing party, the receiving party shall return or destroy the disclosing party's Confidential Information in the possession of the receiving, and shall provide a certificate of such within three (3) days of the request of destruction. The receiving party shall not keep any copies thereof.

GH recognizes that Customer is subject to Texas Government Code Chapter 552, Public Information and that Customer must comply as required.

13. Limitation of Liability. EXCEPT WITH RESPECT TO THE OBLIGATIONS SET FORTH IN SECTION 11, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS OR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER INCURRED, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE BY THE OTHER PARTY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF GH ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY CONTRACT YEAR EXCEED THE LICENSE FEES ACTUALLY PAID TO GH DURING THE IMMEDIATELY PRIOR CONTRACT YEAR.

14. Assignment. The benefits and burdens of each party under this Agreement will not be assignable without the prior written consent of the other party hereto, and any attempt to assign them without that consent will be void. Notwithstanding the foregoing, either party may assign this Agreement to the surviving corporation in a merger or consolidation to which it is a party or to any person that acquires all or substantially all of its capital stock or assets; and, GH may assign this Agreement in whole or in part to any person or entity to which it transfers its business relating to the GH Software.

15. Choice of Law; Severability. This Agreement will be governed by and construed in accordance with the laws of the State of Texas excluding that body of law pertaining to choice of law. If any provision of this Agreement is found invalid or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. The application of the United Nations Convention on the International Sale of Goods is specifically disclaimed.

16. Venue Exclusive venue shall lie in Collin County, Texas.

17. Force Majeure. GH shall not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God or other causes beyond GH's reasonable control.

18. Notices. All notices, requests, demands and other communications hereunder will be effective if in writing and delivered personally or sent by facsimile, Federal Express or other priority delivery service, or by certified or registered mail, postage prepaid, to the applicable party at the addresses indicated on the signature page of this Agreement. Unless otherwise specified herein, such notices or other communications will be deemed effective (a) on the date delivered, if delivered personally, (b) two (2) business days after being sent, if sent by Federal Express or other priority delivery service, (c) one (1) business day after being sent, if sent by facsimile with confirmation of good transmission and receipt, and (d) five (5) business days after being sent, if sent by registered or certified mail. Either party may specify another address by giving notice as provided in this Section 17 to the other party.

19. Dispute Resolution; Attorneys' Fees. Any dispute arising out of this Agreement will be resolved as if all persons and all transactions related to this Agreement had their legal residence, situs, and employment in Collin County, Texas. Members of the most senior management level of the parties will meet and exercise their best efforts to resolve any dispute under this Agreement, and if unsuccessful, submit such to expedited binding arbitration under the rules of the American Arbitration Association with discovery in general accordance with the Federal Rules of Civil Procedure. The cost of translating into English all discoverable materials and of providing contemporaneous translation of all live testimony will be paid by the party that produces or gives the non-English materials or testimony. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

20. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any right, power or authority of any kind to bind the other party or assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other. The relationship of the parties is, and at all times shall continue to be, that of independent contractors.

21. Compliance with Laws. Each party will comply at all times with all laws, legislation, rules, regulations and governmental requirements applicable to such party's exercise of its rights and performance of its obligations under this Agreement. Customer agrees to comply at all times with any export laws, regulations, orders or other restrictions imposed by the United States government or by any other governmental entity. Notwithstanding any other provision in this Agreement to the contrary, Customer agrees and represents and warrants that it will not import, export or re-export, directly or indirectly, GH Software or other information or materials to any country to which such import, export or re-export is restricted or prohibited, or as to which any such government or any agency thereof requires an export license or other governmental approval at the time of such import, export or re-export without first obtaining such license or governmental approval.

22. Entire Agreement; Modification. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution hereof. No modification hereof or waiver of any right hereunder will be effective unless it is evidenced in a writing executed by an authorized representative of the party to be charged therewith.

23. Headings. The section and paragraph headings contained in this Agreement are for the purposes of convenience only, and are not intended to define or limit the contents of the sections or paragraphs to which such headings apply.

24. Marketing. GH may use Customer's name, logo, and trademarks, in printed, audio, and digital formats and on GH's websites, for the purpose of advertising and marketing the GH Software, provided that no quotes or other attributions will be made to Customer without Customer's prior written consent. GH and Customer may publicly refer to the other party as a licensor and a customer, respectively.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through the signatures of their duly authorized representatives, as of the Effective Date.

GH:

GREYHELLER LLC

By: _____

Name: Piyush Pandey

Title: CEO

Address: 8111 Lyndon B Johnson Fwy #1475
Dallas, TX 75251

CUSTOMER:

[**COLLIN COUNTY, TEXAS**]

By: _____

Name: Michalyn Rains

Title: Purchasing Agent

Address: 2300 Bloomdale, Suite 3160 McKinney, TX 75071

Exhibit A

1. **GH Software:**
GH Software is described and limited to: Application Security Platform for PeopleSoft Analytics (Security and Performance)
2. **Location(s):**
Customer locations that access Customer's PeopleSoft applications
3. **PeopleSoft Applications:**
Customer's PeopleSoft Applications in all Customer's Production and Non-production environments.
4. **Pricing (all prices in USD):**

Annual License Subscription Fee	\$85,153.00
Includes maintenance/support	
 Installation Services Fees	
110 Consulting Service Hours	<u>\$10,000.00</u>
Total First Year's Fees	<u>\$95,153.00</u>
 Second Year's Fees	<u>\$85,153.00</u>
 Third Year's Fees	<u>\$85,153.00</u>
5. **Annual License Subscription Fee:** Annual license renewal fees will be billed annually on license anniversary date.
6. **Payment:** GH will invoice Customer on the Effective Date for annual license fees.
7. **Implementation:** All products listed will be implemented within the 110 Consulting Service Hours listed.

Exhibit B

Type	Response SLA	Resolution SLA	Description
Severity 1 Critical - High Priority	2 Hours	1 Business Day	SLA only applies to Production environments. This includes all situations where emergency action is required to alleviate adverse impact, or where the intended functionality is lost, (24/7, 365 days/ year).
			<p>Acknowledge receipt of the query to client within 2 hours by phone and /or email; Updates as necessary. If no resolution in 1 business day, then team leaders become involved, (24/7, 365 days/ year).</p> <p>Time counter begins upon GH's receipt of logs indicating problem. Should GH require additional logs or information to support problem identification, time counter reverts to zero.</p> <p>In order to qualify for SLA metric, all problem Types must be determined to be the direct cause of GH Software. If problem is determined to be not the cause of GH Software, SLA's do not apply.</p> <p>When requesting support from GH due to possible problems with GH Software, Customer will include notification of changes to their PeopleSoft environments, including PeopleTools versions, database versions, Web servers, database connectivity software, permissions, windows versions, client operating system versions. Should Customer fail to notify GH of these changes, all problem Types will be treated as Severity 3.</p>
Severity 2 Important - Medium Priority	8 Hours	3 Business Days	SLA only applies to Production environments. This includes all situations where urgent action is required to alleviate adverse impact.
			<p>Acknowledge receipt of the query to client within 8 hours by email (and / or phone); and begin work on a resolution. Client updates as necessary. After 3 business days, team leaders become involved.</p> <p>Time counter begins upon GH' receipt of logs indicating problem. Should GH require additional logs or information to support problem identification, time counter reverts to zero.</p> <p>In order to qualify for SLA metric, all problem Types must be determined to be the direct cause of GH Software. If problem is determined to be not the cause of GH Software, SLA's do not apply.</p> <p>When requesting support from GH due to possible problems with GH Software, Customer will include notification of changes to their PeopleSoft environments, including PeopleTools versions, database versions, Web servers, database connectivity software, permissions, windows versions, client operating system versions. Should Customer fail to notify GH of these changes, all problem Types will be treated as Severity 3.</p>

Type	Response SLA	Resolution SLA	Description
Severity 3 General - Low Priority	24 Hours	5 Business Days	<p>SLA only applies to Production environments.</p> <p>This includes all situations that affect the smooth running of intended functionality, but do not require immediate action. A solution is required to restore functionality.</p>
			<p>Receipt of the query will be acknowledged within 24 hours by email (and / or phone); and begin work on a resolution. Client updates no less than 8 hours apart via email. After 5 business days, team leaders become involved.</p> <p>Time counter begins upon GH' receipt of logs indicating problem. Should GH require additional logs or information to support problem identification, time counter reverts to zero.</p> <p>In order to qualify for SLA metric, all problem Types must be determined to be the direct cause of GH Software. If problem is determined to be not the cause of GH Software, SLA's do not apply.</p> <p>When requesting support from GH due to possible problems with GH Software, Customer will include notification of changes to their PeopleSoft environments, including PeopleTools versions, database versions, Web servers, database connectivity software, permissions, windows versions, client operating system versions. Should Customer fail to notify GH of these changes, all problem Types will be treated as Severity 3.</p>

Exhibit C

Suggested use of Implementation Service Consulting Hours

Scope

GreyHeller may perform the following Services:

Develop, Configure and Test Application Security Platform Rules

Immediately following the installation and configuration of the GreyHeller software, the GreyHeller team will work with Customer resources to configure the following rules governing user access to PeopleSoft:

- 1) Develop, Configure and Test User Mapping Rules for ADFS Single Sign-On. When ready, setup mapping rules with IDP.
- 2) Develop, Configure and Test Analytic Dashboards.
- 3) Training of customer Personnel on Application Security Platform overview, Application Security Platform Configuration and Production Administration and Support,

Use Case	Level of Complexity	Phase
Implement SSO with ADFS	Simple	Implementation
Implement Logging of all transactions.	Simple	Implementation
Two Factor Authentication with ____	Medium	Implementation
Field Level Masking	Medium	Implementation
Location Based Blocking	Medium	Implementation
Implement Analytics Dashboards	Complex	Implementation

Customer Responsibilities

Responsibility	Activity
Customer	Provide infrastructure staff to install and migrate the GreyHeller software and apply the GreyHeller configurations
Customer	Provide resource with deep knowledge of ADFS implementation available during configuration. ADFS connectivity information will be needed during configuration.
Customer	Install all required patches and configuration changes
Customer	Responsible for all infrastructure components to support the GreyHeller software
Customer	Provide remote access via GoToMeeting to Customer DEV environment, Application Security Platform console, Application Security Platform Debug Logs, Fiddler
Customer	Provide project management and oversight; provide other technical project support staff.

Responsibility	Activity
Customer	Responsible for testing GreyHeller configurations including creating test cases, logging test defects, prioritization, and managing the test team
Customer	Use GreyHeller Support Portal to log test status; report new issues.
Customer	Provide resources to backup GreyHeller configuration using Data Mover scripts delivered by GreyHeller.

Services Provided by GreyHeller

Responsibility	Activity
GreyHeller	Determine the best technical solutions for meeting requirements, make or provide the configuration changes and submit changes to Customer for installation
GreyHeller	Continue iterations of design sessions, configuration changes, evaluation of testing results, etc. as needed to meet requirements. GreyHeller will be following an agile development methodology, where users will have more than one chance to review and provide feedback on each use case.
GreyHeller	Training of customer Personnel on Application Security Platform product overview, Application Security Platform Configuration and Production Administration and Support

Locations

GreyHeller staff will be remote and customer will facilitate meetings with their standard Web-Meeting collaboration system. Customer staff will be local to Customer locations. If on-site support is needed, standard Customer travel/expense policies will be followed.

Schedule

Planned start date: No later than __TBD jointly with customer__, assuming Customer environment is available. Work and acceptance to be completed no later than __TBD jointly with customer__.

Milestone and Fees/Payment Schedule

Fees paid upon approval of deliverable or set of deliverables.

Milestone	Deliverables	Completed by	Fees/Payment (USD)
Application Security Platform Implementation Use Cases.	Configuration changes, post testing debriefing	Environment Availability +	25-50hrs (estimate)
SSO with ADFS	Configuration changes, post testing debriefing	Environment Availability +	15-25hrs (estimate)
ASP and SSO Summary			40-75 hrs (estimate)
Analytics Dashboards	Configuration changes, post testing debriefing	Environment Availability + 1 month	45-65hrs
Analytics Summary			45-60hrs (estimate)
Total for ASP, SSO and Analytics			85-135 hrs (110hrs avg)

Milestone Acceptance Procedure

Upon formal submission and completion of the identified deliverable, Customer will review the scope and quality of the deliverable within 3 business days of submission. The Customer will provide formal approval for invoicing; or, notify GreyHeller of deficiencies that require resolution. Resolution is expected within 10 business days of notice from Customer. Upon resolution, Customer will have 2 business days to review only the items of deficiency and will approve/reject them for invoicing or further resolution.