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8.1 General. Subscriber shall comply with all applicable sanctions, embargoes	
and (re-)export control regulations, and, in any event, with those of the	
European Union, the United States of America and any locally applicable	
jurisdiction(s) (collective	74
8.2 Checks. Prior to any transfer of Offerings (including all kinds of technical	
support and/or technology) to a Third Party, Subscriber shall check and ensure)
by appropriate measures that (i) there will be no infringement of an embargo	
imposed by the	74
8.3 Non-Acceptable Use of Offerings and Cloud Services. Subscriber shall not	,
unless permitted by the Export Regulations or respective governmental	
licenses or approvals, (i) download, install, access or use the Cloud Services,	
Content and/or Document	74
8.4 Information. Upon request by Company, Subscriber shall promptly provide	;
Company with all information pertaining to user(s), the intended use and the	
location of use of the Offerings.	74
8.5 Export Control Indemnification. Subscriber shall indemnify and hold	
harmless Company from and against any claim, proceeding, action, fine, loss	

cost and damages arising out of or relating to any noncompliance with (re)	
Export Regulations by Subs	74
8.6 Reservation. Company shall not be obligated to fulfill this Agreement if	
such fulfillment is prevented by any impediments arising out of national or	
international foreign trade or customs requirements or any embargoes or othe	r
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Exhibit A – Marketing Plan – Brightly Software

Upon award of contract, Brightly can work with each Member Agency to create a full marketing plan. Brightly has a full Marketing team that is prepared to partner with AEPA to successfully market this relationship in a targeted, compelling and efficient manner. We are resourced to partner and leverage our full marketing mix (all capabilities, traditional/digital channels, relationships and programs listed above) to fully promote the relationship with AEPA member agencies. Our Brand Engagement team of content marketers, designers and writers develops, curate and regularly maintain a full library of marketing collateral that can be developed and/or customized for the needs of this important relationship. We would do this through an initial planning and strategy session with AEPA, developing an appropriate marketing 'calendar' to schedule quarterly campaigns and then execute and track successfully throughout each year.



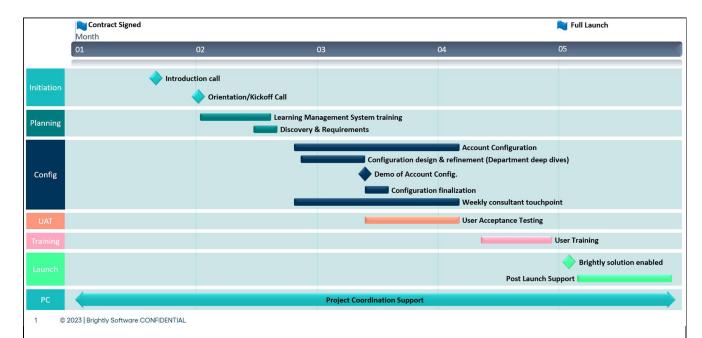
Due Date: September 12, 2023, 1:30 pm ET

Technical Requirements and Documentation

The information requested below will be used by AEPA to substantiate compliance with the requirements of this solicitation. Vendors are strongly encouraged to provide complete and accurate information. <u>Include your responses and upload with as a single, scanned PDF labeled Part B, 8.1-8.8 Technical Requirements and Documentation (see bid checklist in Part E, page 8).</u>

Item	Description			
8.1				
8.1	Indicate if the proposed Facility Management Software utilizes an Application Service Provider			
	(ASP) and/or local server-based platform for hosting, administering, and using your product.			
Dui ala tha ann a				
	olications are delivered as Software-as-a-Service (SaaS) and are hosted in state-of-the-			
	ed infrastructures. High availability and automatic scalability are provided by leveraging			
our Avv5-no	osted infrastructure and using load balancing and clustering technologies.			
Designate the sole	and platforms in boots discountials account ANA/C dates contains with sites colored to			
	oud platform is hosted in multiple secure AWS data centers with sites selected to			
	vironmental risks, such as flooding, extreme weather, and seismic activity. Brightly			
	as architected the hosting of our platform and applications over multiple AWS			
	Zones to achieve high availability and business continuity.			
8.2	Provide minimum hardware requirements for the local server and computer workstations required			
	to use your product. Include requirements for both ASP and/or local server scenarios.			
D 1 1 11 0 5				
	tware only offers cloud-hosted, Software as a Service (SaaS) products. Members'			
	ns give access to the cloud infrastructure through either a thin client interface (e.g. web			
	nd/or dedicated mobile application. Our products come with no hardware, server,			
	or OS requirements other than using a compatible browser or mobile OS and access to			
an internet	connection.			
8.3	Provide a listing of server software operating systems your product is compatible with; include			
	minimum version needed to properly run your product.			
	vides cloud-based products, delivered as SaaS, meaning our products do not require			
	nal hardware, servers, or OS purchases. Users can access our solutions via any web-			
enabled de	vice using any current browser.			
8.4	Provide a listing of workstation software operating systems your product is compatible with, include			
	minimum version needed to properly run your product.			
• Wine	dows 7 or above			
Mac	OS X with the most recent version of Safari			
• Linu	x desktop editions - A GUI-based browser must be used			
8.5	Provide a listing of application software, including web browsers that are required to operate your			
	program.			
Our produc	ts come with no software or OS requirements other than using a compatible browser or			
mobile OS and an internet connection. Brightly recommends using the most up to date version of a				
	b browser (Chrome, Firefox, Safari, Edge) to ensure optimal performance and the latest			
	curity updates.			
8.6	Provide an implementation, including tasks, resources, durations and dependencies after award of a			
	contract.			
The schedu	The schedule below represents a typical implementation timeline from contract signing to solution			
	enablement. Ninety (90) days is common from Kickoff Call to Launch, however, implementation			
timelines are based on many factors and may be shorter or longer based on the solution/s				
termines and based on that it is a section of the s				

purchased and individual members' needs.



Brightly's Implementation methodology provides a defined set of phases and deliverables. The specific tasks and deliverables will vary by the solutions members purchase, but the same process and methodology described below will be followed.

The project begins with a series of Project Initiation activities, including an internal knowledge transfer and a project team orientation call that enables all project participants to understand the project scope, project plan, and objectives. The Orientation Call will allow all participants to be introduced, review and understand the delivery methodology, define team roles and responsibilities, introduce project collaboration tools and resources, review documentation templates, and review the SOW and project schedule.

The Planning and Account Configuration phases allow Brightly Project Coordinators to direct and manage project progress through task execution, distribute project-related information using the project tools, and checkpoint meetings to review progress during recurring status meetings.

The User Acceptance Testing and End User Training phases allow for change control, quality assurance, and deliverable validation to plan and schedule corrective measures. In these phases, the Project Coordinator will verify product and deliverable acceptance and prepare for project close activities.

The Launch phase is where the project transitions from active implementation to Post Go-Live support with the same project team before being transitioned to the Client Success and Legendary Support Teams.

Key Brightly Software team members for Implementation include:

- Project Coordinator ("PC") The Project Coordinator ("PC") is the primary point of contact
 and is responsible for the project. They are responsible for managing resources, timelines,
 and completion of projects. The PC works with client stakeholders and the Brightly
 Implementation team to identify and document key business requirements, define and
 position Implementation services, identify key assumptions and constraints, and set
 expectations for the Implementation.
- Consultant Subject matter expert (SME) that works with you virtually to facilitate the data

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- discovery and requirements gathering in the Implementation process. Conducts business process reviews and maps to configuration needs. Also responsible for training administrators throughout the project lifecycle and performing agreed-upon configurations before, during, or post-scheduled consulting.
- Implementation Specialist ("CIS") The Implementation Specialist is responsible for monitoring the project and responding to client inquiries and needs when applicable, data preparation support, and scheduled Q&A sessions as needed.

AEPA Member Organization Responsibilities:

The participation of your staff members is critical to the success of the implementation project. It is up to Members to determine who should be involved during the implementation process. The following support from the Member team during the project will lead to a successful implementation:

- Have a main point of contact for the Brightly implementation team.
- Designate a decision-maker regarding how the project proceeds, resolve project bottlenecks, manage change control procedures, and escalate issues to appropriate client stakeholders for resolution.
- Coordinate with your various teams who will influence, or be influenced, by the implementation of applications.
- Ensure necessary resources are committed to and available throughout the project, including subject matter experts in your current operation workflow processes and this project's objectives.
- Communicate the project status to internal stakeholders.
- Fulfill Brightly's requests for information by the agreed-upon deadline.
- Provide day-to-day administration of the system after implementation.
- 8.7 The technology infrastructure enabling the solution must provide for industry-standard 99.99% uptime. Exceptions to this requirement include downtime during regularly scheduled and maintenance periods. Vendor should also define a communication plan to clarify the timing of maintenance downtime periods so end users and administration have ample time to prepare for the temporary unavailability of the vendor's system.

Brightly's software operates in a hosted environment with server operations and site data center that utilize state-of-the-art tools, infrastructure and processes to ensure that our systems are always running, safe, and secure. We commit to use commercially reasonable efforts to make the Service available 99.9% of the time for each full calendar month during the Term, determined on twenty-four (24) hours a day, seven (7) days a week basis

Brightly releases regular system updates and additional patches when security vulnerabilities are identified. We provide notification 24 hours prior to regular system maintenance, and we distribute Release Notes to inform all clients of new features, bug fixes and other security-related information.

8.8 Indicate additional hardware/software or network configuration requirements that are required to support this system and will contribute the total cost of ownership. Indicate limitations on number of site requesters that can be added to the system.

Brightly provides cloud-based products, delivered as SaaS. Our products do not have any additional hardware/software or network configuration requirements.

There is no limitation on the number of site requesters that can be added to the system.

Due Date: September 12, 2023, 1:30 pm ET

Part C - State-Specific Forms

1.	***Affirmative Action Construction	16.	***NJ School Development Authority
1.	Contracts Acknowledgement and Total	10.	Prequalification (for Public Works contracts)
	Work Force/Employee AA201 (for Public		Trequalification (for Fubile Works contracts)
	Works contracts)		
2.	Affirmative Action Questionnaire and	17.	Non-Collusion Affidavit Notarized and Sealed
	supported documentation (current CEIR)		
3.	Americans with Disabilities Act of 1990	18.	***Pre-Qualification Affidavit (Projects over \$20,00
			in accordance with N.J.S.A. 18A:18A-26 et. seq.)
4.	Assurance of Compliance	19.	Prevailing Wage Certification (for Public Works
			contracts)
5.	***Certificate of Authority	20.	Request for Clarifications Form
ŝ.	Certificate of Insurance with the Educational	21.	Respondent Comment Form – Optional
	Services Commission of New Jersey named as		
	the certificate holder with Bid Title and Bid #		
	(Upon award)		
7.	Chapter 271 Political Contribution Disclosure	22.	Statement of Ownership (Ownership Disclosure
	Form		Certification)
8.	Dealer/Subcontractor Documents if applicable	23.	Statement of Suspension or Debarment
			Notarized & Sealed
9.	Disclosure of Investment Activities in Iran Form	24.	***Sub-contractor's Disclosure Form(s)
	(for Public Works contracts)		
10.	***DPMC Notice of Classification Form	25.	***Sworn Contractor Certification; Qualifications
			and Credentials (for Public Works contracts)
11.	***Equipment Certification	26.	***Total Amount of Uncompleted Contracts
			Form- Certified (DPMC Form 701) (for Public
			Works contracts)
12.	***Exhibit B Mandatory Equal Employment	27.	Vendor Contact Form
1.2	Opportunity Language Construction Contracts	20	W 0 5
13.	***Licenses	28.	W-9 Form
14.	New Jersey Business Registration Certificate		
4.5	**(Received no later than the time of award)		
15.	***New Jersey Public Works Contractor Certifjeatoപ്രദ്യേദ്യപ്പെലും Works contracts)		
	I DITITICATA LIGILIDIUS (MARK CANTRACTS)		l .

checklist and return this checklist with your bid package.

^{***}Brightly Software, Inc. is providing a software-as-a-service, and as such, some forms do not apply to our proposal.

AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approv	/al.	⊠ Yes □	□No
If yes, please attach a copy of the plan to this questi	onnaire.		
2. Our company has a New Jersey State Certificate of Employ	yee Information Report.	☑ Yes □	⊐ No
If yes, please attach a copy of the certificate to this q	questionnaire.		
3. If you answered " NO " to both questions above, No. 1 and Information Report – Form AA302.	2, you must apply for an Affirm	ative Action Emp	loyee
Please visit the New Jersey Department of Treasury website Opportunity Compliance:	for the Division of Public Contra	acts Equal Employ	yment
https://www.nj.gov/treasury	//contract_compliance/		
a. Click on "Employee Information Report"b. Complete and submit the form with the <u>appr</u>	opriate payment to:		
Department of Division of Purchase Contract Compliance EEO Monitoring P Trenton, New Jerse	e and Property and Audit Unit P.O. Box 206		
All fees for this application are to be paid directly to the Stat ESCNJ prior to the execution or award of contract.	e of New Jersey. A copy shall be	e submitted to th	ıe
I certify that the above information is correct to the best of r	my knowledge.		
Name of Company/Firm Brightly Software, Inc.			
Address 11000 Regency Parkway, Ste 300 City, State, Zip Cary, NC 27518			
Name of Authorized Agent: Kelly Caputo SIGNATURE	Title General Counsel 06 September 2023		

An official website of the United States government.

Here's how you know



U.S. DEPARTMENT OF LABOR



MENU



Dashboard



Manage Establishments or Functional/Business Units



My Company



Users

Brightly Software, Inc.

Company Name Brightly Software, Inc Parent Name Brightly Software, Inc (As reported on the EEO-1 Report) Company ID 541511 Data Universal 10971658 Numbering System (DUNS) North 541511 American Industry

Mailing Address	11000 REGENCY PARKWAY SUITE 300 CARY, NC 27518 United States
	Caralla and
Region	Southeast
Certification Status	Certified
Coverage Period Start	Sun, 1/01/2023 - 12:00pm
Coverage Period End	Mon, 1/01/2024 - 12:00pm
Certification	1. Entity has developed and maintained affirmative action programs at
Statement	each establishment, as applicable, and/or for each functional or
	business unit. See 41 CFR Chapter 60.
Point of	
Contact	
First Name	Andrea
Last Name	Herzich
Email	andrea.herzich@brightlysoftware.com

Scroll to Top ①



Office of Federal Contract Compliance Programs

200 Constitution Ave NW Washington, DC 20210

1-866-4-USA-DOL

1-866-487-2365

<u>TTY</u>

www.dol.gov

FEDERAL GOVERNMENT

White House

Coronavirus Resources

Disaster Recovery Assistance

DisasterAssistance.gov

USA.gov

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U.S. Office of Special Counsel

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Privacy & Security Statement

Certification 42703

CERTIFICATE RENEWAL OF EMPLOYEE INFORMATION REPORT

effect for the period of N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Nov-2021 to 15-Nov-2024 This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to

BRIGHTLY SOFTWARE
11000 REGENCY PKWY., S

NC 27518

ELIZABETH MAHER MUOIO
State Treasurer

Muon

APPENDIX A AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company Brightly Software, Inc.		_{Name} Kelly Caputo		
	DocuSigned by:			
Signature _	Kelly Caputo	_{Title} General Counsel		
Date:	06 September 2023			

ASSURANCE OF COMPLIANCE

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands it obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

https://www.nj.gov/education/crimhist/preemployment/

Name of Company Brightly Softwar	e, Inc.	
Name of Authorized Representative _ Signature	Brian Benfer, SVP of Sales; Georgia Ferretti, Dir. of Date 12 September 2023	Strategic Partnerships
Signature C3501514F38R442	Date 12 September 2023	

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2 Piscataway, New Jersey 08854

Chapter 271 Political Contribution Disclosure Form

(Contracts that Exceed \$17,500.00) Ref. N.J.S.A. 19:44A-20.26

The undersigned, be Brightly Sof	_	knowledgeable of the circumstances, (Business Entity)	does hereby certify that has made the following
		elected official, political candidate or	
•	•	welve (12) months preceding this award	• •
	R	eportable Contributions	
Date of	Amount of	Name of Recipient Elected	Name of
Contribution	<u>Contribution</u>	Official/ Committee/Candidate	<u>Contributor</u>
None			
The Business Entity m	ay attach additional p	ages if needed.	
☑ No Reportable Cor	ntributions (Please che	eck (√) if applicable.)	
I certify that Brightly Sof	tware, Inc.	(Business Entity	y) made no reportable
• ————		al candidate or any political committee	• •
Certification			
I certify that the infor	mation provided abov	e is in full compliance with Public law 2	.005 – Chapter 271.
Name of Authorized	gent Kelly Caputo		
Signature kelly (aputo	Title General Counsel	
Business Entity Brightly	/ Software, Inc.		

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s. 2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*1
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs)

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)]. The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed over sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

¹ <u>N.J.S.A.</u> 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c. 65 (C. 19:44A-10.1) for the purpose of receiving contributions and making expenditures."

P.L. 2005, c. 271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts there from to business entities that have made a contribution pursuant to P.L. 1973, c. 83 (C. 19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L. 2004, c. 19 (C. 19:44A-20.2 et al.) and section 22 of P.L. 1973, c. 83 (C. 19:44A-22).

b. The provisions of P.L. 2004, c. 19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L. 2004, c. 19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c. 83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, and elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity of 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

P.L. 2005, c. 271

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office,

board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

- d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.
- 19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1973, c. 83 (C. 19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.
- b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:
- (1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;
- (2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and
- (3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.
- c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.
- d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"Business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

- e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.
- 4. This act shall take effect immediately.

*Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40:11-51 and to N.J.S.A. 19:44A-20.26.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Brightly Software, Inc.

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.) IF UNABLE TO CERTIFY I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law. Part 2: Additional Information PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you. Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

AEPA *AEPA=Association of Educational Purchasing Agencies

I acknowledge that the <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification AEPA through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Kelly Caputo	Title	G	eneral Counsel
Signature	Docusigned by: Lelly Caputo C3C10791979F48A		Date	06 September 2023

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA	
COUNTY OF WAKE	
_{I,} Kelly Caputo	of the Town of Cary
in the County of Wake	and the State of North Carolina
of full age, being duly sworn according to law on my oat	ath depose and say that:
I am General Counsel	of the Brightly Software, Inc.
Title	Name of Company
do; that I have not, directly or indirectly, entered into a parts of this proposal with any potential respondents, bidding in connection with the above named bid, and the are true and correct, and made with full knowledge that the truth of all statements contained in said Proposal a contract for the said bid. I further warrant that no person or selling agency has be	ract, and that I executed the said Proposal with full authority so any agreement, participated in any collusion, discussed any or so, or otherwise taken any action in restraint of free, competitive that all statements contained in said Proposal and in this affidation at the Educational Services Commission of New Jersey relies upon and in the statements contained in this affidavit in awarding the been employed or retained to solicit or secure such contract upon the statements.
an agreement or understanding for a commission, perce of bona fide established commercial or selling agencies	centage, brokerage or contingent fee, except bona fide employe s maintained by
Brightly Software, Inc.	
Subscribed and sworn to: (SIGNATURE OF CONTRACTO	
before me this day of September, 20	2023 Year
James V. Varna	Laurie K. Jackson
NOTARY PUBLIC SIGNATURE	Print Name of Notary Public
My commission expires April	5 , 2027
Month	Day Year
SEAL LAURIE K. JACKSON NOTARY PUBLIC Wake County North Carolina My Commission Expires Apa 5, 2027	*STAMP*

PREVAILING WAGES COMPLIANCE CERTIFICATION - RETURN WITH BID

It is the determination of the ESCNJ that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

CERTIFICATION

- 1. I certify that our company understands that this project of the ESCNJ or its Co-op members requires prevailing wages to be paid in full accordance with the law.
- 2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or its members may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS - New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an "interest" with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

* Yes _____ No X

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the member/person who is coordinating the activities for the project.

Brightly Software, Inc. is in compliance with the New Jersey Prevailing Wage Act.

Therefore, there is no necessity to submit payroll records to the state.

Name of Company: Brightly Software, Inc.

Authorized Agent: Kelly Caputo

Titleof Authorized Agent: General Counsel

Authorized Signature: Lelly Caputo

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Brightly Softwa	
Organization Address: 11000 Regency Parkway, Ste 3	800
City, State, ZIP: Cary, NC 27518	
Part I Check the box that represents the type	e of business organization:
Sole Proprietorship (skip Parts II and III, e	xecute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and II	II, execute certification in Part IV)
For-Profit Corporation (any type)	Limited Liability Company (LLC)
Partnership Limited Partnership	Limited Liability Partnership (LLP)
Other (be specific):	
Part II Check the appropriate box	
percent or more of its stock, of any clas percent or greater interest therein, or o	addresses of all stockholders in the corporation who own 10 as, or of all individual partners in the partnership who own a 10 of all members in the limited liability company who own a 10 the case may be. (COMPLETE THE LIST BELOW IN THIS
3_3.1,	OR
partner in the partnership owns a 10 p	wns 10 percent or more of its stock, of any class, or no individual ercent or greater interest therein, or no member in the limited reater interest therein, as the case may be. (SKIP TO PART IV) is needed):
Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Siemens Corp (100%)	300 New Jersey Avenue, Ste 1000 Washington, DC 20001

<u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s		

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Siemens Corp (100%)	300 New Jersey Avenue, Ste 1000 Washington, DC 20001
	Tradimigrati, De 2000 i

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *ESCNJ and/or its members* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the *ESCNJ and/or its members* to notify the *ESCNJ and/or its members* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *ESCNJ and/or its members* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Kelly Caputo DocuSigned by:	Title:	General Counsel
Signature:	telly Caputo	Date:	06 September 2023

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Statement of Suspension or Debarment - RETURN WITH BID

STATE OF NEW JERSEY State of North Carolin	па	
Specify, of other		
COUNTY OF Wake		
I, Kelly Caputo	of the (City, Town, Borough)	
of Cary	State of NC	of full age,
being duly sworn according to law on my oath depo	ose and say that:	
I am Kelly Caputo, General Counsel	of the firm	
of Brightly Software, Inc.	the Bidder	
making the Proposal for the above named p authority to do so; that said Bidder is not at the State Treasurer's or the Federal Government's the State Department of Labor and Workforce of action taken by any State or Federal Agency	ne time of the making this bi 's List of Debarred, Suspend Development; Prevailing Wa	d included on the New Jersey ed or Disqualified Bidders or
Name of Contractor: Brightly Softv By: Kelly Caputo (Signature of author)	(Company Name)	
Subscribed and sworn to before me		
This 6 day of September , 20 23	<u>. </u>	
Specify Other State My Commission expires Apr 5 2027	LAURIE K. JA NOTARY P Wake Co North Car My Commission Expir	UBLIC unty

Vendor Contact Form - RETURN WITH BID

This page should be included in your electronic file in Word format

so that we can copy and paste into our website. Please do not handwrite the information; type it in.

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1,300+ members and have knowledge of your award.

Bid	Title of Bid: <u>IFB for CMMS</u> Bid # <u>AEPA SOLICITATION #0</u> 24					
Vendor	Brightly Software, Inc.					
Representative	Georgia Ferretti					
Address	11000 Regency Parkway, Suite 300					
Telephone #	703.537.9394					
Fax #	N/A					
Email	919.674.8800					
Website	https://www.brightlysoftware.com/					

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
	Brightly Software, Inc. 2 Business name/disregarded entity name, if different from above						
on page 3 <u>.</u>	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	certa	emptio in entit uctions	ies, i	not in	dividua	
e.	single-member LLC	Exem	pt pay	ee co	ode (if	any)_	
Çi Çi	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶						
Print or type. Specific Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		nption f (if any		FATC	A repo	rting
ċĖ	Other (see instructions)	(Applie:	s to accou	ınts m	naintaine	d outside	the U.S.)
Spe	Other (see instructions) ► (Applies to accounts maintained outside the U.S.) 5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)						
See	11000 Regency Parkway. Suite 300.						
ഗ	6 City, state, and ZIP code						
	Cary, NC 27518						
	7 List account number(s) here (optional)						
Pai	Taxpayer Identification Number (TIN)						
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social sec	ırity ı	numbe	r			
reside	up withholding. For individuals, this is generally your social security number (SSN). However, for a sent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other] -			-		
entitie	es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	J			L		
,		denti	ficatio	n nu	mber		\neg
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.					T	Т	=
	5 6 -	2	1 1	7	4 4	2	9
Par	t II Certification						
Unde	r penalties of perjury, I certify that:						
	e number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be iss		, ,				
2 1 0	man aubicat ta backup withholding bacquas (a) I am ayampt from backup withholding, or (b) I baya not bach no	+:4:	1 hv +h	ما م	torno	LDov	20110

- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Dominik Surder	Date ► 11/1/2022 8:19:48 PM EDT

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject is certificate does not confer rights to							equire an endorsement	. A st	tatement on
-	DUCER	O tilo	0011	moute notaci in nea or ot	CONTAC NAME:		<i>j</i> ·			
	MARSH USA, INC.				PHONE			FAX		
	445 SOUTH STREET MORRISTOWN, NJ 07962-1966				E-MAIL ADDRES	o, Ext):		(A/C, No):		
	MOTATO WILL 1702 1702				ADDRE					
	ALCERTA DELOTI OTTANIA						• • •	DING COVERAGE		NAIC#
	01547597-BRIGH-GAWUX- BRIGH						Insurance Compa			41343
INSU	BRIGHTLY SOFTWARE, INC.				INSURE	R в : Travelers F	Property Casualty	Co. of America		25674
	11000 REGENCY PARKWAY				INSURE	R C: The Travel	ers Indemnity Cor	mpany		25658
	STE 300 CARY, NC 27518				INSURE	R D :				
	5, 11.1, 11.5 2, 5.15				INSURE	RE:				
					INSURE	RF:				
				NUMBER:		-011480073-09		REVISION NUMBER:		
IN CE E)	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	EQUIR PERT POLIC	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER DESCRIBED	DOCUMENT WITH RESPEC	OT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	WVD			POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
A	X COMMERCIAL GENERAL LIABILITY			GLD1110114		10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
1	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$	1,000,000
								MED EXP (Any one person)	\$	100,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	10,000,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	INCL
	OTHER:								\$	
В	AUTOMOBILE LIABILITY			TC2J-CAP-7440L34A-TIL-22		10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	X ANY AUTO							BODILY INJURY (Per person)	\$	N/A
	X OWNED SCHEDULED AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$	N/A
	X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	N/A
	AUTOS ONLT							(i ci accident)	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION\$							HOOKEONIE	\$	
В	WORKERS COMPENSATION		Х	UB-8P83929A-22-51-K (AOS)		10/01/2022	10/01/2023	X PER OTH-	Ψ	
С	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE			UB-8P79233A-22-51-R (AZ, MA,	WI)	10/01/2022	10/01/2023	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE		1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								\$	1,000,000
	DESCRIPTION OF OPERATIONS BEIOW							E.L. DISEASE - POLICY LIMIT	φ	· · · · ·
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICE OF COVERAGE	LES (A	CORD	101, Additional Remarks Schedu	le, may be	e attached if mor	e space is require	ed)		
	TIEICATE LIGI DED				CANC	SELL ATION				
CEI	RTIFICATE HOLDER				CANC	ELLATION				
BRIGHTLY SOFTWARE, INC. 11000 REGENCY PARKWAY STE 300 CARY, NC 27518			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
						RIZED REPRESE sh USA Inc	NTATIVE	Justin Ben	nard	·



Due Date: September 12, 2023, 1:30 p.m. ET

Part D - Questionnaire

AEPA 024-D

CMMS Software (Computerized Maintenance Management System)

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

- 1. Read the documents in their entirety.
- 2. Respondents must use Part D Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
- 3. Complete all questions.
- 4. Save all pages in the correct order to a <u>single PDF format</u> titled "*Part D Questionnaire Name of Company*".
- 5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Part D – Questionnaire – Name of Company":

Company Information
Service Questionnaire
Exceptions
Deviations

Company Information

Name of Company:	Brightly Software, Inc.							
Company Address:	11000 Regency Parkway, Suite 300							
City, State, zip code:	Cary, NC, 27518							
Website: https://www.brightlysoftware.com/								
Contact Person:	Georgia Ferretti							
Title:	Director of Strategic Partnerships							
Phone:	703.537.9394							
Email:	georgia.ferretti@brightlysoftwar	e.com						
and/or establish a proven record of prior success in either this business the questions below. AEPA reserved response and from its investigation. This business is a: *Brightly Software, Inc. is a way Avenue, Suite 1000, Washing	f business. If the respondent has recently or a closely related business, provide wis the right to accept or reject newly form of the company. public company holly owned subsidiary of Siementon DC, 20001. Siemens Corporat	than five (5) years old or which fails to demonstrate y purchased an established business or has proof of ritten documentation and verification in response to need companies based on information provided in this privately owned company as Corporation located at 300 New Jersey tion is an indirect wholly owned subsidiary						
of Siemens AG, which is publ In what year was this business s		2022						
Under what additional, or, form operated?	-	SchoolDude, FacilityDude, Dude Solutions, Assetic, Paladin Data Systems, Smartware Group						
Is this business a corporation? Date of Incorporation: State of Incorporation: Name of President: Name(s) of Vice President(s): Name of Treasurer: Name of Secretary:	No X Established in 1999, Incorporate Delaware Kevin Kemmerer, CEO N/A Michael Beierwaltes, CFO Kelly Caputo	Yes. If yes, complete the following:						
Is this business a partnership? Date of Partnership: State Founded: Type of Partnership, if applicab Name(s) of General Partner(s):	XNo	Yes. If yes, complete the following:						

Date of Purchase: State Founded:	nea?	XNC	_		Yes. If yes	, complete	e the following:
Name of Owner/Operator:							
Is this business different from the If yes, describe the company's fo			X rigin and na	_ No ames and	l titles of th	Yes ne princip	les below.
Is this business women-owned?			X	_ No		Yes	
Is this business minority-owned	l?		X	_ No		Yes	
Does this business have an Affir	mative A	ction plan/stater	nent?		No	X	Yes
Business Headquarter Loca	ation						
Business Address	11000	Regency Parkw	ay, Suite 3	300			
City, State, zip code		NC 27518					
Phone	866.45	55.3833					
How long at this address?	12+ ye	ars					
Business Branch Location((s)						
Branch Address	N/A. S	ee Corporate H	eadquart	ers Abov	/e		
City, State, zip code		-					
Branch Address							
City, State, zip code							
Branch Address							
City, State, zip code							
Branch Address							
City, State, zip code							
*If more branch locations exist, inser	t informa	tion here or add ar	nother sheet	with the	above infor	mation.	
Sales History							
Provide your business's annual	sales for	r in the United St	ates by the	e various	nublic sec	ments	
1 Tovide your business s'aimaar	Sures re	2021	aces by the		2022	, inches.	2023 YTD
K-12 (public & private), Educat	ional	Brightly does n	ot share s			olv. Briaht	
Service Agencies							ecessary. Brightly
Higher Education Institutions		has many year					
Counties, Cities, Townships, Villages		contract award	ds.				
States	inger						
Other Public Sector & Non-prof	its						
Private Sector							
Total							
Provide your business's annual the United States by the various		=	services tl	nat mee	t this solic	itation's	scope of work in
The state of the s		2021			2022		2023 YTD

3

AEPA # 024-D Part D - Questionnaire

Higher Education Institutions

Service Agencies

K-12 (public & private), Educational

Counties, Cities, Townships, Villages

Brightly does not share sales figures publicly. Brightly is open to having further discussion regarding this matter if necessary. Brightly

States	has many years of established sales performance under previous
Other Public Sector & Non-profits	contract awards
Private Sector	
Total	

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Georgia Ferretti	Director of Strategic Partnerships	703-537- 9394	Georgia.Ferretti @brightlysoftware.com
Sales Manager	Michael Knox	VP, Sales	919-623- 6453	michael.knox@brightlysoftware.com
Marketing Manager	Georgia Ferretti	Director of Strategic Partnerships	703-537- 9394	Georgia.Ferretti @brightlysoftware.com
Customer & Support Manager	Sarah Swanson	VP, Client Success	866-455- 3833	sarah.swanson@brightlysoftware.com
Distributors, Dealers, Installers, Sales Reps	Michael Knox	VP, Sales	919-623- 6453	michael.knox@brightlysoftware.com
Consultants & Trainers	Dan Kolb	VP, Professional Services	866-455- 3833	daniel.kolb@brightlysoftware.com
Technical, Maintenance & Support Services	Sarah Swanson	VP, Client Success	866-455- 3833	sarah.swanson@brightlysoftware.com
Quotes	Deal Desk	Deal Desk	N/A	dealdesk@brightlysoftware.com
Invoicing & Payments	Accounts Receivable	Accounts Receivable	N/A	accountsreceivable@brightlysoftware.com
Warranty & After the Sale	Sarah Swanson	VP, Client Success	866-455- 3833	sarah.swanson@brightlysoftware.com
Financial Manager	Andrew Connors	FP&A Analyst	N/A	andrew.conners@brightlysoftware.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
100 Sales Reps serving all 50 states	Cary	NC

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

Each year, we host a sales kick-off conference where we discuss and review all purchasing cooperatives with which we participate. We also grant the cooperative a town hall, where they can talk about their contract to our sales teams. In addition, by utilizing Salesforce, our CRM system, the AEPA discount is entered into the system, making it easy for sales reps to include AEPA on client quotes. Sales reps are trained to apply the appropriate AEPA discount when applicable.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

Each state has a sales contact for both EDU and GOV, and each member agency is welcome to connect/network with said sales representative and/or manager to plan a go to market strategy.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

See the detailed product descriptions, modules, and functionality described in the "Functionality" section below. See the training, support, and additional services described in "Training, Support, and Additional Services Available" below. See the "Category Specific Specifications Compliance" table below for Brightly's ability to meet the Product specifications outlined in Part B.

Item	Description	Comply	Deviate	
7.1	The CMMS system will be configured to allow remote non-maintenance personnel to request services, inventory or events from the district maintenance department (or			
	other support personnel) through a web browser.			
7.2	The CMMS system will allow remote site requesters to be provided status updates on requests that have been previously submitted. This status update shall be filtered	X		
	or password protected so that the requester only sees requests submitted by that individual.			
7.3	The CMMS system should support email notifications that allow the maintenance	Х		
	(or other) department to automatically notify work order requestors when work is			
	completed or when work is delayed.			
	Indicate additional hardware/software or network configuration requirements	X		
	that are required to support this request/update feature. Indicate limitations on			
	number of site requesters that can be added to the system.			
The following	Modules/Functions are requested:			
(Note: Intero	perability is not required for all system components.)			
7.5	Administration:	X		
	- Power user with full access from single log-in;			
	- Web access to administration;			
	- Multi-level security;			
	- Display of user's functional permission level;			
	- Help text and error messages; and			
	- Multi-media file attachments (Word files, graphic images, audio and			
	video) to record as work orders.			
	- Secure and/or Multi Factor Authentication capabilities			
7.6	Work Order Management:	X		
	- Database of support employees along with labor rate information;			
	- Vendor database;			
	 Ability to capture labor hours, contract cost and materials costs for each work order; 			
	- Recording of equipment downtime;			
	- Ability to charge multiple wage rates;			
	- Request dates and completion dates;			
	- Estimated and actual hours;			
	- User definable tracking fields;			
	- Labor and materials transactions for each work order;			
	- Work order tracking fields such as trade, purpose, budget and other codes;			
	- Interface to check work order status with selection marks;			

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	 Search capability on work order number or description key; Full integration with related modules including preventative maintenance, facility scheduling, inventory, building site request and asset management; Automatic computation of work costs using labor rates in employee module; Tracking tool for usage against work orders, required permitting, OEM manuals, photos, and safety documentation; Ability to re-open closed work orders; Ability to track/enter purchase orders; and 		
	Ability to allow for multiple inspections per asset and store inspection results and data.		
7.7	Asset Management:	X	
	- List of values for assets, locations and classifications;		
	- Standard equipment templates;		
	- Warranty tracking;		
	- Lists of outstanding jobs by equipment, asset class and location;		
	- Lifetime labor and material costs per equipment, asset classification and		
	location;		
	- Historical tracking of total of maintenance costs per asset;		
	- Predictive maintenance and cost analysis; and		
	- Support asset tagging and scanning with mobile app.	W.	
7.8	Materials Management:	X	
	 Manage inventory items by category types: mechanical, custodial, tools and others; 		
	- Track all inventory transactions, including issues, receipts, returns, adjustments,		
	orders, and transfers;		
	- Allow inventory to be issued to a location, pick list, project, work order or employee;		
	 Enable requestor to select items from inventory catalogs and submit inventory requests online; 		
	 Track detailed information on inventory items including unit of issue, on contract, supplier, average fixed costs, tag number for tools, mark up and back- order quantity; 		
	 Allow inventory items to be stored and tracked in multiple pools and by categories including aisle, bin number and reorder points; and 		
	- Integrate with the work order and preventative maintenance modules.		
7.9	Technology Work Management:	X	
	- End users or IT staff may originate work order requests for IT problems;		
	- Status of work orders can be customized and continually monitored by staff;		
	- System routes request to proper technician using configurable workflow;		
	- Provide for tracking of labor and parts for each incident; and		
	- Warranty of technology can be continually monitored.		
7.10	Preventative Maintenance:	X	
	- Schedule by elapsed days, calendar date and usage;		
	- View labor, material and tool cost for anticipated tasks;		
	- Track all scheduled maintenance;		
	- Create recurring maintenance schedules in a daily, weekly, monthly or annual basis;		
	- Store schedule templates for quick creation of frequently used schedules;		
	- Track equipment information, including manufacturer, model and serial numbers, in/out service dates and warranty;		
	- Automatically generate preventative maintenance work orders through an integration with work order system; and		
	- Display incoming scheduled work in a calendar format, by staff member, for resource scheduling.		

7.11	Budget Management:	X	
	- Allow district to establish budget code format;		
	- Permit flexible budget terms, budget periods, and flexible budget hierarchies;		
	- Analyze costs vs. budget per budget period and year-to-date;		
	- Facilitate the creation of long-range capital plans and budget plans; and		
	- Manage capital projects and expenditures related to deferred maintenance,		
	deficiencies and corrections.		
7.12	Reports Generation:	X	
	- Graphs and tabular reports in multiple formats, like HTML, PDF, or Excel;		
	- Search capability allowing user to define criteria in a specified field(s);		
	- Reports on craft/trade, location, budget, employee, cost analysis, transactions, outstanding work, workload and assignments, and status of work;		
	 Standard inventory reports on issued inventory, returned inventory, transferred inventory, supplier reports, and pick list reports; 		
	 Standard preventative maintenance (PM) reports on projected parts and supplies, estimated PM labor, forecasting labor, and corrective vs. preventative; 		
	 Standard facility scheduling reports on location, organization, schedules, budget, invoices, and reminders; 		
	- FEMA related reporting; and		
	- Access to reporting tool that allows for peer-to-peer comparisons.		
7.13	Utility Management: OPTIONAL	X	
	- Support all standard energy/water/other related utilities;		
	- Track essential account, vendor building and user information;		
	 Track basic utility billing determinants for each account and/or meter including billing periods, consumption, cost and average unit cost. Bills are to be tracked by month, year and building; 		
	- Ability to track user-defined data such as hours of use, number of occupants,		
	etc.;		
	- Use and cost budget function for monthly and annual budget analysis;		
	 Customizable user-defined advanced utility bill determinants including power factor, time- of-use, taxes, service charges and deregulated bill determinants; 		
	 Current versus baseline comparisons including application of weather normalization for more accurate comparison of utility data from year to year; 		
	- Easy exporting of data to any spreadsheet format;		
	 Virtual and sub-meter tracking to support internal organization chargeback requirements; 		
	- Utility bill validity checking with multiple parameter analysis;		
	- Allows you to scan and store electronic copies of utility bills;		
	- Optional:		
	- Track capital projects related to energy conservation;		
	- Track Energy Star Integration for ratings;		
	- Track Interval Meter Data; and		
	- Create shutdown checklists.		

7.14	Facility Scheduling: OPTIONAL	X	
	- Multiple routing rules for event approval;		
	- Automatically routes usage requests to approval managers;		
	- Track facility usage costs and automatically generate invoices;		
	- Enable event requesters to check facility availability and submit usage requests online;		
	- Display scheduled events on calendar;		
	- Email notifications to support personnel;		
	- Database of areas available for after-hour usage;		
	 Ability to handle events with multiple dates with a repeating pattern as well as random series of events; 		
	- Billing and rental administration; and		
	- Multiple levels of security.		
7.15	Wireless/Mobile Management that enables mobile workers to: OPTIONAL	Х	
	- Receive, process and complete work via a wireless/mobile device;		
	- Record transactions for labors hours;		
	- Search and sort, and sort through their work orders;		
	- Barcode and QR scanning;		
	- attach/store images and photos to asset/work order; and		
	- Record work order labor hours.		
7.16	Trip Planning and Management: OPTIONAL	X	
	- Allow requesters to easily submit trip requests and check status online;		
	- Automatically route trip requests to approval managers;		
	- Track availability and manage scheduling of vehicles and drivers;		
	- Display scheduled trips on interactive calendar; and		
	- Track all trip related costs.		
7.17	Information Technology Asset Management: OPTIONAL	X	
	 Gather and report information about computer assets on your network, including hardware, software and warranties; 		
	- Monitor assets at the component level and generates alerts for missing assets;		
	- Track licenses and usage for optimum license management and compliance; and		
	 Generate alerts for software license agreement violations and unauthorized software installations. 		
7.18	Additional modules may be added.		
7.19	Many, but not all, AEPA members also serve municipalities. Insert information on	X	
	any municipal-related modules available in your response.		

Functionality

Provide a listing of modules for your product and what specifications from Section 5 are included in each.

<u>Asset Essentials</u> – Administration, Work Order Management, Asset Management, Materials Management, Technology Work Management, Preventative Maintenance, Budget Management, Reports Generation, Wireless/Mobile Management

Asset Essentials is a cloud-based maintenance platform developed for education maintenance operations management, whether your maintenance needs are daily, monthly or annually. With our software, users can initiate, assign and track the progress of maintenance work orders; manage assets and equipment; develop advanced workflows with preventive maintenance (PM) scheduling; utilize Internet of Things (IoT) technology for predictive maintenance (PdM); create steps for audit and inspections; upload and categorize safety program documentation; manage work order parts; and assist with purchasing/requisition management. In addition, Asset Essentials has functionality for document management, reporting and mobile capabilities. Features include:

Workflow Management

- Work order request management
- Automatic request routing
- Location/asset-based work orders
- PM and PdM calendar scheduling
- Custom fields for organization-specific work order information
- Job planner/calendar view for technicians
- Work order prioritization

Work Tracking & Monitoring

- Ability to bulk update work orders
- Automated email notifications for work assignment based on asset, work type, location and more
- Automatic work order scheduling based on PdM
- Audit trail and log tracking
- High-level project tracking

Equipment/Asset Management

- Cost tracking and repair history for total cost of ownership (TCO) decision-making
- Calendar/meter reading tied to PM/PdM scheduling
- Supplier/vendor tracking at asset level

Mapping

- Base map of your institution's geographic area
- View and manage your work orders on a map view
- Create work orders and visually pin them to their appropriate location
- Switch between street and satellite views
- Filter work orders by priority, status, work category and more

Audits & Inspections

- Create steps for audit and inspection completion
- Access easy-to-use Audit & Inspections feature in mobile app
- Attach notes and photos to audit and inspection steps

Safety Programs

- Upload and categorize safety program documentation
- Assign team member to audit documentation to ensure it's current and compliant
- Attach documentation to work orders and preventive maintenance
- Collect e-signatures to prove acknowledgment when safety documentation has been viewed

Work Order Parts & PO Management

- Work order parts inventory, including physical count
- Just in time (JIT) inventory
- Purchasing/requisition management

Reporting & Analysis

- Predefined dashboard with KPIs, reports and charts
- Budget tracking based on historic data and projections
- Print/export to Excel, create PDF for reporting
- Data analyzer tool

Mobile App

- Supported on iOS and Android devices (see version requirements)
- Download free from Apple App Store or Google Play
- Bar code and QR code capabilities for more efficient work order, asset and parts management

Document Management

- Attach documents to assets and work orders
- Supported formats include PDF, Microsoft Word, Excel, plain text

Inventory Management

- Detailed Part information
- Barcoding
- Transactional Part History
- Inventory Location Management
- Work Order Parts Management (Reactive and Preventive)
- Purchase Order workflows
- Physical Counts
- Reporting
- Notifications: when a part reaches reorder point or minimum quantity

Asset Essentials Connector Toolkit

The Connector Tool is an on-premises tool installed on your in-house device that assists in batch imports and exports of CSV files. A Client Services Center consultant will help guide you through the installation and startup process plus a sample file demonstration. All you need to take this training course is an Internet connection.

<u>MaintenanceEssentialsPro</u> - Administration, Work Order Management, Asset Management, Technology Work Management, Preventative Maintenance, Budget Management, Reports Generation, Wireless/Mobile Management

MaintenanceEssentials Pro™ a leading cloud-based facilities management solution for education operations that simplifies the work order and preventive maintenance process, helping you streamline work order request generation, completion status tracking and reporting. MaintenanceEssentials Pro allows you to create, assign and manage recurring maintenance tasks more efficiently and be a better steward of your institution. In addition, MaintenanceEssentials Pro has functionality for mobile capabilities.

Corrective Maintenance

- Submit work order requests from anywhere
- Automatic request routing
- Work order ranking and prioritization by project, location and budget
- Include budget codes, projects, equipment, labor and purchases with work orders
- Attach files to work orders for quick reference

Preventive Maintenance

- Recurring maintenance and PM tasks
- Cost reduction by 2 to 10 cents a square foot
- Reduce emergency work orders by 60%
- Interactive calendar for resource scheduling
- Equipment tracking

Mobile Applications

- Easy access to work orders
- Accurately track time-on-task
- Attach files to work orders from your mobile device

Operations Dashboard

- Business Intelligence (BI) reporting directly from Brightly Platform
- Benchmark your progress
- Compare your performance to others in your region

• KPIs automatically generate into an executive PowerPoint format

Inventory Direct - Materials Management

InventoryDirect is a cloud-based inventory management solution that tracks all inventory transactions. Streamline the process of requesting, ordering, and tracking supplies and tools and allocating supplies to upcoming work requests.

Productivity

- Manages inventory items by various category types
- Allows inventory to be issued to a location, project, person, or work order
- Enables users to batch approve and issue inventory items to a specific request
- Includes catalog for easy viewing and selecting inventory items to purchase
- Integrates with MaintenanceEssentialsPro to track inventory items required for preventive maintenance tasks

Communication

- Features online requests for inventory and supplies
- Automatically emails requesters their request receipts
- Sends email notifications on what was approved, denied, or on back order
- Complete transactions of issue, receipt, and other tasks with any handheld device

Budget

- Tracks all material transactions such as receipts, returns, and adjustments
- Assigns stock pools to see what is low and replenish as needed
- Adjusts cycle counts and tracks why changes occur in re-inventories

Reporting & Documentation

- Displays list of items that need to be reordered, including supplier and suggested reorder quantity
- Tracks detailed information such as unit of issue, contract status, and tag number
- Generates detailed reports and graphs

Connect Authenticate - User Administration

Connect Authenticate is an Active Directory Federation Services Single Sign-On (ADFS SSO) solution that allows users to securely access Brightly applications by using the same secure credentials they use to connect to their organization's network. Users connect to their organization's network, and the network then authorizes them to use the Brightly products with the use of Security Tokens. When a user accesses a Brightly product, they will be redirected to another site that you determine and will provide their designated network metadata to log in, eliminating the need for a Brightly-specific password.

Key features:

- Network Connection
- Configuration Portal
- User Authentication Process
- User Management
- Authorization
- Documentation

Capital Forecast - Capital Planning, Budget Management

Capital Forecast is a cloud-based budget projection solution developed to create an accurate list of future maintenance needs. Users can accurately allocate resources for future work orders up to 30 years in advance by inputting information on existing asset lifecycles, facility condition assessments (FCAs) and work order history. This data is used to generate reports for key stakeholders to prove the value of work and the need for funding.

Import of a list of projects and tasks via Excel

- Project list creation using templates and building component models
- Work order development using historical work order data and asset conditions
- Asset lifecycle data
- Cloning existing work orders for future scheduling

Data Import (via Excel)

- Add existing FCA data or deferred backlog lists
- Attach existing building component data
- Bulk update of capital needs and building component data

Models and Templating

- Apply a simple template wizard based on core building information to auto-populate a list of systems contained in a building
- Incorporate innovative renew/replacement models to determine the cost and timeframe to replace building systems
- Use existing models for over 50 building types
- Create your own building type templates

Capital Plan Creation

- Develop plan up to 30 years in advance
- Configurable views, reports, searches and graphs

Master List Reporting

- Select summarized, detailed or master layouts
- Reporting includes data on:
 - Equipment
 - Building systems or components
 - Capital needs
- Save favorite searches with automatic, recurring results

Origin – Capital Planning, Budget Management

Origin, Brightly's capital forecasting and asset management solution, revolutionizes how organizations can make smarter and faster capital planning decisions in real-time. Origin enables users involved in capital planning and the asset management process to control and measure asset performance, maintenance cost, and usage across the organization like never before. Origin delivers powerful data visualization and reporting, dynamic modeling of conceptual/committed/executed, and interactive asset integration for capital sources, including the obsolescence factor and asset components, with expected outcomes.

The capabilities listed below includes key functionality your organization can leverage with Origin to meet your objectives:

- **CMMS Standardization and Optimization:** Align your work order and preventive maintenance data from your CMMS with your capital planning to get critical visibility on the real-time health of your assets.
- **Risk Ranking:** Prioritize repair and inspection needs based on the level of risk and the impact of asset failure has on your operations to maintain your ideal level of brand standards.
- **Visibility Management:** Always get the full picture of your asset or facility health with dynamic asset condition updates for real-time decision-making based on asset condition.
- **Budgeting and Forecasting**: Prove funding requests with visuals and metrics that clearly outline the budget needed to maintain facilities and depict the long-term cost of deferring funding.
- **Strategic Master Planning:** Align stakeholders and departments on every aspect of your next capital project to maximize effectiveness while communicating all associated costs.

• **Mobile FCA and Management:** Update your asset health score in real-time after maintenance is completed to always have the most up-to-date health information on every asset.

Predictor - Capital Planning

Predictor is an off-the-shelf software that has been used in public sector organizations to optimize expenditure decisions for capital projects. The tool allows an organization to incorporate their level of service targets to gain the optimal return on investment and all the factors that contribute towards that.

Common prioritization factors that are utilized in the Predictor optimization engine include risk, cost, service criteria and other prioritization mechanisms that can be qualified either quantitatively or qualitatively.

The solution enables the timing of these projects to be based on your critical prioritization factors when creating the optimal output for an organization. This can be weighted as per the needs of the organization and allows for the organization to compare and contrast different budgets, different objectives and needs depending on their strategic objectives. Utilizing tools such as GIS enables you to present scenarios spatially on a map.

Work Planner for Predictor is an ArcGIS Pro Add-In that enables project planners to select assets and treatments from Predictor's optimized long-term plans on a map and bundle them together into projects. This intuitive project building tool helps planners refine modeling outcomes and apply logic and local knowledge when planning infrastructure projects across multiple asset types within utility corridors, such as stormwater and sewer. See the examples below of the Project Builder and PowerBI and GIS outputs.

Energy Manager – Utility Management

Energy ManagerTM is a cloud-based platform that creates unprecedented clarity into your utility bills and identifies areas of cost and consumption savings while improving your facility's conservation programs. With your organization's utility bills centralized, savings opportunities are easily visible by identifying possible billing errors and low performing buildings. In addition, Energy Manager moves beyond traditional utility bill accounting to enable true energy management, including measurement and verification of capital projects, near real-time utility data collection and engagement of building occupants, while seamlessly setting the stage for data-driven discussion on how energy is used in your portfolio and how to use it more efficiently.

- Track and monitor utility bills and compare usage data
- Quickly view high-level trends, cost and usage, view historic utility data and track ENERGY STAR rating with ENERGY STAR Sync via Dashboards
- Configurable views, reports, searches and graphs
- Report on use/cost, carbon emissions, budget data, avoided cost and weather
- Build custom reports based on utility bill information, use and cost rankings, and historical use/cost
- Using IMPVP standards, measure and verify use and cost savings while taking weather and relevant factors into account
- Create custom walkthroughs and steps to perform
- Create and manage Special Event Checklists and/or shutdown procedures
- Create O&M tickets to track energy maintenance issues
- Create Capital Projects to track and measure against actual usage

Energy Star Sync

Create an ongoing sync of your data from Energy Manager's database to Energy Star to see how you stack up with similar facilities and for compliance purposes, if needed.

Public Billboards

Ability to broadcast select reports and/or KPls to external stakeholders and/or the community to show progress on ongoing energy efforts and show stewardship of valuable tax dollars. These are designed to be shared on public kiosks, large screens, computer monitors, tablets and more.

Utility Bill Population

The Brightly team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items.

Utility Bill Population & Management

The Brightly team populates your bill data into your Energy Manager database, thus reducing the amount of staff time needed to type or upload bill data and free you up to focus on more strategic items. In addition to populating your bill data, the Brightly team will investigate any anomalies on the client's behalf to correct errors and prevent future mistakes made by utility providers.

Interval Data Recording & Management

Ability to see near-real time data (15-minute intervals of the day prior, or whatever the utility can provide) on your organization's usage. Identify and act upon waste before it appears on next month's bill and affects your budget.

Event Manager – Facility Scheduling

Event ManagerTM is a cloud-based platform that helps you schedule, organize and promote all of your organization's events from start to finish in one system. From the time a facility request comes in to when you're running reports on the event afterward, Event Manager is your easy-to-use, centralized system for every task. The solution simplifies the approval process for facility usage requests, streamlines staff workflows to drive efficiencies, eases the promotion of events and facilities to amplify community engagement, and organizes billing to maximize cost recovery, all while compiling data you can use to confidently report on your events and drive future decisions.

Scheduling & Publishing

- Master calendar with private and public calendar sites
- Upload specific schedules, such as classes and/or athletic events, to reserve space and display
- Customizable color, fonts and logos to match your branding
- Event filtering by category, location and/or keywords
- Registration and ticketing for paid or free events
- Event promotion via email or social media with built-in designs
- SEO-friendly with Google Analytics integration available
- Social referral features for many of the largest social media channels

Event Management

- Check availability based on locations or time
- Include setup and breakdown times
- Customize the workflow for internal event approval process
- Manage tasks in relation to specific events while pulling in the proper service providers
- Online payment using our preferred providers: Stripe, PayPal and more
- Pre-selected options for rooms/sites to be configured upon arrival of rented space
- Create, send and track invoices
- Establish fee packages based on organization type

Community Use

- Request portal for community requests to utilize your institution's facilities
- Ability for community to search using keywords
- Custom branding to best highlight your facilities availability for public usage

<u>TripDirect</u> – Trip Planning and Management

TripDirect is a cloud-based trip planning and management solution that streamlines the educational trip workflow process. From the central dashboard, users can manage requests, track trip-related costs for budget support, automate notifications for departments and provide reporting assistance.

Trip Management

- End-user trip request submission with status updates
- Automated routing for trip requests to approval managers
- Print trip consent forms
- Manage driver and vehicle scheduling
- (Optional) score drivers by hours, overtime and tenure

Budget Support

- Support budgeting data
- Track trip-related costs, including:
 - o Driver wages
 - o Mileage
 - o Purchase

Insight - IT Asset Management

Insight takes out the need for manual entry with agentless, automated discovery and inventory management. Our solution creates a seamless, simple way to keep track of all the assets on your network without the added bulk of individual agents on devices.

The Insight PAD initiates two major back-end processes: Discovery and inventory.

- Discovery The process of identifying devices on a network by detecting all of its live IP addresses using ICMP/PING and Nmap Port Scans
- Inventory The classification and cataloging of discovered devices and collecting details on the device itself, such as the serial number, installed software and hardware details for the asset

<u>SmartGov</u> – (Municipal-Related Module) Licensing, Planning, Code Enforcement, Inspection, and Permit Management

SmartGov is a browser-based software-as-a-service (SaaS) solution that securely manages and streamlines processes at every stage of engagement. With automated, mobile-enabled technology, simplify access and processes for citizens and commerce surrounding new business startups, buildings and construction, community expansion, property valuation and more.

Permitting & Planning

- Centralize permit and project data
- Monitor contractor license information
- Automate workflow and approval process
- Define an unlimited number of permit and project types
- Collaborate internally between departments or externally with clients
- Calculate fees automatically, including late NSF penalties
- Attach notes, scanned images and electronic files to a permit or project
- Manage special zoning and conditional requirements
- Assign inspections based on geographical area, violation type or inspector workload
- Integrate with existing GIS systems

Business Licensing

• Manage licensing from new applications to renewals and expirations, including timelines, fees and inspections

- Issue business licenses
- Generate notice letters for applicants
- Enable online application submittal and fee payment
- Allow for expirations or blocking of permit and inspection requests
- Enable users to view business license history

Electronic Plan Review

- Paperless processing of all plan reviews and reporting
- Enable workflows, task routing, approvals and digital plan review functionality
- Concurrent review by multiple users in real-time
- Track changes and revisions throughout the lifecycle
- Add markups, comments and time-stamps to drawings
- Attach code references to comments and generate code reference/ comment documents
- Store frequently-used comments
- Compare multiple versions of drawings with overlay and side-by-side view

Enforcement

- Automate enforcement, from complaint submittal to resolution
- Centrally track and manage unlimited case types, code violation activity and deadlines
- Assign inspections based on geographical area, violation type or inspector workload
- Track investigations, hearings and legal actions
- Automatically calculate violation fines
- Attach notes, scanned images and electronic files to a case
- View case resolution and create a permanent case history
- Integrate with existing GIS system

Inspections

- Unify automated workflows, task lists, scheduling and note-taking
- Define inspection types
- Create checklists of actions for each inspection type
- Assign inspection types and checklists to every project, permit, case or license
- Schedule inspections based on geography, type or inspector
- Track every inspection as part of a permanent digital record
- Sort, guery and access records easily, from anywhere at any time

Mobile

- Full suite of permitting tools in the field via any laptop, tablet or smartphone
- Document updates or code issues and communicate them with co-workers and clients in real time

Map Integration

- Enable visualization of any number of GIS layers alongside permits, projects, inspections and code enforcement cases with an ArcGIS integration
- Five Esri GIS layers included: parcel boundaries, sewer or water lines, school districts, floodplain boundaries and zoning districts. Additional GIS layers are optional.
- GIS layers can be displayed in conjunction with the standard base maps included as part of the core feature set
- Display inspection search results and enforcement actions as a point on a map
- Navigate existing cases and initiate new cases starting from a map

Public Portal

- Submit permit applications, including digital documents, digital plans, fee payments and inspection requests View the status of permits, inspections and violations
- Print reports and required forms
- Access fee information
- View daily and pending inspection schedules, as well as year-to-date metrics
- View and respond to digital plan markup and comments
 - Review real-time plan check comments and inspection result

Online Payments

• Define fee types and rates

Assess fees and invoice for payment

- Receive partial or full payments and issue partial or full refunds
- View transaction history
- Integrate with payment processors and Financial Management Systems
- Manage security and uptime to allow for payments 24/7

Indicate how often upgrades are made to the system, including the testing processes used before implementation of an upgrade.

Update Process

We run a standing maintenance window each Wednesday night at midnight. Hardware and software upgrades and major product enhancement releases occur during non-business weekday hours or during weekend hours. Brightly gives a three-day notice for such outages to the main account contact.

Our solutions are architected as multi-tenant Software-as-a-Service. With a multi-tenant model, each new version of the software is delivered universally to all system users. In order to safeguard against unwanted or disruptive changes associated with a new release, our development team applies the following best practices:

- **Thorough Testing:** Prior to new releases, our team tests each enhancement to ensure the enhancements function as planned and do not change existing processes and business flow of our customer base. We complete full functional testing in our development and test environments to ensure that we have not created defects in our applications and that our solutions are of the highest quality
- Additive Changes: We perform mostly additive enhancements. Additive enhancements do not change existing functionality, but rather add new functionality that does not impact current processes or business flow
- **Optional Functionality:** For enhancements that do change existing functionality, our team provides options built into the software. The options allow the Clients and/or individual users to continue using the legacy functionality or adopt the new functionality
- **Roll Back:** Brightly can and would roll back a release in the unlikely event the release had a negative impact on a significant portion of the customer base. This is unlikely because of the safeguards noted above

As a SaaS solution, your software will never be "out of date" and there will be little to no disruption of your service. New documentation is provided in release notes, which can be accessed directly from the application. In addition, we will provide training as is necessary for our larger releases.

Describe the reporting capabilities available to the customer. Provide sample copies.

All Brightly applications have an abundance of prebuilt reports that may be viewed in the solution, shared, and saved locally as Adobe Reader (.pdf), Word (.doc), and Microsoft Excel (.xls) files, among others. Reports contain custom queries to provide lists based upon filtering criteria and the ability to decide which fields are used in the results. Advanced Search functionality provides the ability to search on a variety of fields for your search criteria.

Please refer to the attached "Part D – Sample of Reporting Capabilities" for sample reports from Brightly's solutions, which represent the common layout that clients will see for reports across our product suite.

Indicate how long 'history' records are maintained for use by the customer.

Complete historical records for each client in Brightly's solutions will be available as long as the member organization is an active subscriber. This helps with audit and regulatory compliance and allows clients to run various types of reports and compare data across all ranges of dates.

Describe the system's security capabilities and the privacy protection available to customers. This should include examples of secure authentication methods used (i.e. Password Authentication protocol, Multi-Factor Authentication, Single Sign-on, etc.).

Brightly's Information Security policies and procedures reduce risks to information resources through implementation of controls designed to safeguard the security, availability and confidentiality of Customer data. Protecting all proprietary information relating to Brightly and our Customers is vital to the Brightly mission.

Brightly protects the privacy of customer data using a layered defense-in-depth approach to information security. Our production network architecture prevents unauthorized access, as do Brightly's administrative access controls. Brightly has adopted security policies and implemented company-wide information security training to protect the privacy of Customer data. By policy, Brightly employees are prohibited from disclosing information obtained from customers to any other person or entity except in the performance of services for the Customer and only when the release of the information is authorized by the customer.

All data transmissions over public networks are made using secure, encrypted connections. Brightly applications utilize password-protected logins and user entitlement access control lists. Brightly's production servers are housed in a secure data center with restricted physical access. Industry standards such as ISO 27002 and NIST are used as best practices guidelines for Brightly's information security program.

Brightly's solutions offer the ability to authenticate users via SSO, and in this setup, your identity provider's authentication methods will be followed.

Provide website information to include administrative access to the site. Include instructions and screen shots for navigating the various site tools.

Every Brightly application provides an administrator role. This role has full access to the system and provides the ability to assign roles and security access to individual users in alignment with the organization's needs. Administrators will also have full access to maintain and operate their accounts. To navigate our solutions, users are provided main navigational tabs and a series of shortcut links located beneath the tabs. The image below shows the navigation menu common to Brightly's solutions on the left of the screen as well as the Administrator's Configurations module within our Asset Essentials solution. Instructions for navigating Brightly's solutions can be accessed at Brightly Help Site.



Vendor must provide guidance on, support for, and pricing (if additional) for data- migration services to enable customers to move from legacy ticketing systems to the vendor's solution.

Brightly offers import services for core foundational account setup data during implementation (included in implementation service costs) and detailed historical information imports (not included in implementation costs). Scoping is required for each instance of historical data import. Prices and availability vary according to the product and amount of data. Please contact Brightly for specific charges and fees for import services.

Describe your company's warranty policy for your product.

Brightly's warranty is set forth in Brightly's Master Subscription Agreement. See Section 6.2 "Warranties".

Provide the estimated cost of major upgrades over the past three years.

Enhancements and updates to cloud services are included in the subscription costs for members. When new capabilities or modules are released as a new product offering, the new offerings will continue to be added to our catalog pricing.

Provide the estimated hours per year spent performing data administration and backups.

Brightly is responsible for all database administration and backups. Member organizations will not be required to spend any time on these activities.

Describe if this software will address FEMA reporting, procedures-protocol, and data collection for parts, equipment and support.

Brightly's products provide robust asset and work tracking and reporting capabilities. Brightly's reports will provide data required for reporting to FEMA in the event of an emergency.

Indicate if cloud computing/Software as a Service (SaaS) is an option with the proposed system.

All Brightly applications are delivered as Software-as-a-Service (SaaS), meaning that cloud computing is automatically included as a means of delivery, computation, and storage. All you need to access the system is a standard web browser. Our solutions can also make use of standard browser plug-ins such as Adobe Acrobat Reader and Microsoft Excel.

Software must support data collection and retention that is in line with FEMA reporting procedures/protocol in case of a FEMA disaster.

Brightly's products provide robust asset and work tracking and reporting capabilities. Brightly's reports will provide data required for reporting to FEMA in the event of an emergency.

Training, Support, and Additional Services Available

Describe any training services available to customers. This should include the 'standard' package for startup and training of clients including system installation and training for system administrators and all system users. Include samples.

Based on years of experience and thousands of implementation projects, we've learned best practices for streamlining the roll out and adoption of software to staff and end users. We've created a library of content, including help videos, PDF quick step guides, and FAQs, tailored to the roles your staff and end users will have. This content facilitates training and adoption of the new software by your team. Product training documentation is provided under the HELP link in all Brightly products.

End-User Implementation Training

The training focuses on the performance of day-to-day functions conducted using the application. Training for end-users will be divided into modules based on department and/or role. Brightly recommends this structure so that similar operational schemas are represented in each block of instruction. Experience shows this model offers a more collaborative learning experience and results in maximum value from the training investment. While we often recommend a Brightly Consultant to provide end-user training, it is not uncommon that clients prefer a "Train-the-Trainer" approach which allows us to perform comprehensive training to a core group of Users/Administrators. Brightly provides

access to online training materials for technical reference during training and to serve as always available tools for basic use, simple troubleshooting, and to aid with knowledge retention.

Learning Management System (LMS)

Brightly's LMS is an online learning platform that is pre-loaded with courses designed for your training needs and includes reporting tools to manage learners' progression. This allows users to go at their own pace through the implementation journey.

List any additional training services and costs available to customers.

Onsite Training

Brightly offers onsite training to its clients at additional costs. Clients are also billed at costs for related travel expenses. We'll send a highly trained Brightly consultant to your location and they'll help you with everything from configuration to training. Our Implementation Specialists and Consultants are some of the most experienced professionals in the industry.

List any available update and support contracts, including policy and frequency, for your program.

Update and Support contracts do not apply. Support and software updates and maintenance are included in clients' annual subscription.

Describe your return policies for instances where a customer buys your program and determines that it does not meet their requirements. Include policies for monetary refund, timeframe, and any associated limitations.

A member's termination rights relating to the software or services shall be as set forth in Brightly's Master Subscription Agreement. See Section 5.0 "Term and Termination".

Submit a preliminary plan on how you would help the AEPA rollout this program to the AEPA member organizations and their affiliated educational institutions.

Brightly has a full Marketing team that is prepared to partner with AEPA to successfully market this relationship in a targeted, compelling, and efficient manner. We are resourced to partner and leverage our full marketing mix (all capabilities, traditional/digital channels, relationships and programs listed above) to fully promote the relationship with AEPA member agencies. Our Brand Engagement team of content marketers, designers and writers develops, curates, and regularly maintains a full library of marketing collateral that can be developed and/or customized for the needs of this important relationship. We would do this through an initial planning and strategy session with AEPA, developing an appropriate marketing 'calendar' to schedule quarterly campaigns and then execute and track successfully throughout each year.

Include information on any additional services you will provide through this contract if awarded.

Facility Condition Assessment

Brightly's facility condition assessment (FCA) is a visual assessment evaluating the facility systems based on a Standard Scope of Work. The FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements to be imported into your Brightly programs.

Equipment Inventory Data Gathering

To ensure that our clients can more effectively make repair vs. replacement decisions, attach work orders to specific assets and make data-driven decisions, we provide onsite services to collect major equipment items for population into our Work & Asset Management solutions. Through the service, Equipment Inventory Data Gathering is performed by conducting staff interviews and physical onsite data gathering.

PM Schedule Creation

Preventive Maintenance (PM) Schedule creation is a service offering typically provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment. PM Schedules will be created for the equipment inventory collected during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

Equipment Inventory Barcoding

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Brightly Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/collection process.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

We are a direct sale organization in the United States

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: (*To insert more rows, hit the tab key from the last field in the State column.*)

Center Type	City	State
N/A		

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

We are a direct sale organization in the United States. Brightly leverages the expertise of several professional services providers depending on the needs of specific clients. We leverage the below evaluation criteria when considering a subcontractor:

- Markets Served Must align to Brightly's primary markets (Education, Government, Healthcare or Manufacturing)
- Years in Business/Market Must show a consistent track record in the market
- Geographical Areas Served Must have regional or national footprint
- Number of Employees Must have available resources to staff appropriately
- Revenue and Financial Stability Must show a consistent track record of growth and profitability
- Subject Matter Expertise Must provide industry knowledge and subject matter expertise
- Added Value Services Provided Must provide a service that would be a value to Brightly client base
- References Must have quality references

If a subcontractor passes the initial criteria above, prior to approval of a subcontractor, the subcontractor must meet the following:

- Brightly Minimum Insurance Requirements
- Brightly Payment Terms

To become a Brightly authorized Service Provider, Vendors must have an active master service agreement in place with the Brightly. Agreement is needs to be authorized by our Executive Leadership team.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Brightly Software may work with a contracting services company to deliver implementation services to members. Current subcontractors approved to deliver professional services on behalf of Brightly include:

- WithersRavenel
- ALPHA Facilities
- Bureau Veritas
- GM BluePlan
- Synergy Engineering Solutions

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

As a specialized SaaS and Services provider, our products are designed, built, managed, and maintained by our internal DevOps teams. This means the software we sell to our clients is delivered as a custom out-of-the-box solution that requires minimal development per individual client and we use limited subcontractors to complete our contracts. We do often utilize subcontractors for implementation (ie. Integrating our software to our client's particular workflows) or other services, however, these subcontractor firms must be trained and certified in our product specific programs to perform services related to our specialized platforms. Where possible, we employ MWDBE firms and are open to new partnerships with MWDBE firms.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

Brightly supports diversity, inclusion, and equity within and outside of the workplace through several different channels. Please see below for highlights of our outreach efforts.

Brightly maintains a <u>Code of Conduct</u> that includes a section on Discrimination, Retaliation and Harassment. See below:

The diversity of the Company's employees is a tremendous asset. We are firmly committed to providing equal opportunity in all aspects of employment and will not tolerate any illegal discrimination or harassment based on race, color, religion, sex, national origin, age, disability, or any other protected class under applicable laws. Employees must comply with all anti-discrimination, anti-retaliation, and anti-harassment laws whether local, state or federal.

<u>Brightly's Culture</u> prioritizes diversity, inclusion, and equity. Below is published on the Brightly website. At Brightly, building a diverse and inclusive culture is our priority. As a global workforce, we understand that there is no one kind of employee. We are a multicultural, multigenerational company working together to help our clients, and the people they serve, to thrive.

Our commitment to inclusion across race, ethnicity, gender, ability, age, religion, military status, family status, economic position, and sexual orientation provides a basis for diverse perspectives at Brightly. These perspectives fuel our value of ingenuity, empowering us to offer the best asset management solutions to our clients.

And internally, we communicate our values and commitment to diversity and inclusion through our recruitment practices and pay-equity standards.

Our leadership is committed to serving as advocates of diversity and inclusion policies, acting as sponsors or mentors, partnering with employees to support culture initiatives and employee resources groups and ensuring a work environment free from discrimination, hate, and the fear of self-expression of genders, sexuality, national traditions of dress, religion, hair, or other personal or cultural traits.

Brightly supports Employee Resource Groups including:

<u>B Hue-tiful</u>: Focusing on development and inclusion for people of color to transcend all odds and do the best work of our lives.

<u>B Unstoppable</u>: A group for women to network and support one another in their career and personal development.

<u>B Proud</u>: Promoting a culture of awareness and action of LGBTQ+ inclusive practices through training resources, data transparency, open dialogue and engaging events.

<u>B Honorable</u>: A place for all employees who have served in the military to connect, socialize and share needs and experiences with one another.

Additionally, where possible, we partner with MWDBE firms and are open to new partnerships with MWDBE firms.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Where possible, we partner with MWDBE firms and are open to new partnerships with MWDBE firms, but at this time we do not have a certified services provider for this particular contract.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Georgia Ferretti	Director of Strategic	703-537-9394	Georgia.Ferretti
	Partnerships		@brightlysoftware.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2022–2023 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Brightly uses a diverse "marketing mix" of campaigns and programs to market our products and services to this audience. This includes but is not limited to:

- Public Relations
- Social Media
- Paid and Organic search
- Direct Marketing
- Events and Tradeshows
- Print media
- Digital Advertising (emails, webinars and ads) on targeted third-party websites and through associations and publications like:
 - o Horizontal Publications
 - FacilitiesNet

- EDU Publications
 - School Planning & Management
 - College Planning & Management
 - American School & University
 - ESchool News/eSchool Media
 - District Administration
 - University Business
- o EDU Association Agreements
 - National Business Officers Association (NBOA)
 - APPA: Leadership in Educational Facilities
 - Texas Association of School Business Officials (TASBO)
 - Pennsylvania Association of School Business Officials (PASBO)
 - Ohio Association of School Business Officials (OASBO)
 - Wisconsin Association of School Business Officials (WASBO)
 - Washington Association of Maintenance and Operations Administrators (WAMOA)
- o Other EDU Associations
 - Regional/State APPA (VA, FL, NC, CAN, PA, KY)
 - Regional/State ASBO (AK, FL, NH, AL, CT, CO, CA, MA, WI)
- o GOV Publications
 - American City and County
 - Government Technology
- GOV Association Agreements
 - International City/County Management Association (ICMA)
- Tradeshows
 - o Education:
 - CAPPA
 - VSPMA (Virginia)
 - WAMOA
 - NYSSFA
 - PASBO FMC
 - TASBO
 - ASBO International
 - SRAPPA
 - Midwest FMC
 - NSPMA
 - TASBO Spring
 - NE FMC
 - CASH
 - IASBO (lowa)
 - PASBO Fall
 - NFMT
 - CASBO
 - APPA
 - MSBO
 - WASBO FMC
 - APPA National
 - TASBO Summer
 - MAPPA
 - PACAPPA
 - o Government:
 - AZFA
 - ICC
 - MFAA
 - IAM
 - NPC
 - NASFA
 - GFOA
 - BOAF

- AWWA
- CML
- PWX
- APWA NC
- IFMA
- ICMA

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

Upon award of contract, Brightly can work with each Member Agency to create a full marketing plan. Brightly has a full Marketing team that is prepared to partner with AEPA to successfully market this relationship in a targeted, compelling and efficient manner. We are resourced to partner and leverage our full marketing mix (all capabilities, traditional/digital channels, relationships and programs listed above) to fully promote the relationship with AEPA member agencies. Our Brand Engagement team of content marketers, designers and writers develops, curate and regularly maintain a full library of marketing collateral that can be developed and/or customized for the needs of this important relationship. We would do this through an initial planning and strategy session with AEPA, developing an appropriate marketing 'calendar' to schedule quarterly campaigns and then execute and track successfully throughout each year.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. <u>Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.</u>

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

We have a partner landing page, where we feature AEPA logo and link back to the AEPA website to make it easy for clients to review, we also have an internal sharepoint where we share the AEPA member agency state by state, contact list. We host a town hall for AEPA annually, where they may brief our sales teams on the contract and any new features/benefits. We have an AEPA specific marketing document that each agency can customize and put their own logo on, standard in nature to be used at events for handout.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Brightly's guiding principles lead our clients toward more sustainable approaches in their everyday operations. Our products help clients understand energy consumption, carbon impact and provide actionable insight to cut costs by eliminating waste and preserving energy. In general, our systems allow clients to "go paperless" with more frequency, reducing the environmental impact of facilities and energy management. Our solutions are designed with efficiency and sustainability in mind, and we carry those principles into our own everyday work.

Brightly offers solutions that are, at their core, designed to improve the social and economic vitality of your community by maximizing the value of each taxpayer's contribution. The very nature of our services—energy management and reporting—delivers the sustainable effects that an organization deserves for furthering its own sustainability initiatives.

Our company recognizes the importance of making a full and lasting commitment to reducing the greenhouse gas (GHG) emissions from our activities, in support of the wider commitment of the world to limit global temperature increases and the impact on the planet. We have internal processes to capture the data and input our emissions data monthly. We have appointed three carbon ambassadors who will

promote our actions within the business and support behavior change within our teams to address any areas that can be improved. We have chosen a solution that will enable us to measure all Scope 3 emissions and intend to measure an increased number of internal factors throughout 2023 and beyond, initially including employee commuting, waste, paper usage and deliveries.

During the pandemic, we demonstrated that we can conduct business from home for our clients as well as run a global business. Moving forward we will be providing the option for virtual meetings and training and offer the savings in expenses and CO2e. For business travel, we stipulate public transport first, carpooling where possible, and car use only when the location or timing does not allow. For all meetings we are 'virtual by default.' When this is not possible, we combine events to allow for longer, less frequent travel.

Indicate if your company has any products in your offering that have any third-party environmental certifications. N/A. As Software-as-a-Service solutions, Brightly's products are not eligible for third-party environmental certifications. See Brightly's "green" objectives below for our contributions to environment responsibility.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

Brightly has ESG (Environmental, Social, and Governance) metrics which are continuously measured and, depending on the metric, these are reported monthly, quarterly, and annually. Our products help clients understand energy consumption, carbon impact and provide actionable insight to cut costs by eliminating waste and preserving energy.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

N/A. As Software-as-a-Service solutions, Brightly's products are not fit to be certified or described as environmentally preferable.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

Industry Expertise

Brightly has provided maintenance solutions to the education industry since 1999 (over 23 years).

- We have over 12,000+ clients across our portfolio, over 7,000 of which are educational institutions
- Over 60% of US school districts depend on us to support them with easy-to-use, mobile, and cloud-based operations and asset management software.
- Processed 400M work orders, 30M per year, 50M assets tracked with over \$321B of asset value supported.

Reliable and Scalable Product Infrastructure

Brightly hosts our applications in highly secure and available (99.99% uptime) AWS data center infrastructure, featuring state-of-the-art tools to allow proactive monitoring, security, performance, and scalability for our client base.

- **Proactive 24x7 Network Monitoring** Our engineers proactively monitor the cloud network 24x7 to ensure consistent product performance by regions across the U.S. and respond immediately to performance issues.
- No limit on number of concurrent users 2500 concurrent users or more are supported.
- **Immediate Software Updates** Automated release process greatly reduces lengthy down times and missed procedural deployments that are common with traditional on-premises hosted applications. Release notes provided in advance of release.

- Agile Software Development, PMI Project Management Best Practices, and Quality Assurance By using agile development practices, coupled with automated release capabilities, we can rapidly deploy product enhancements to cloud-based customers.
- **SaaS Flexibility** Subscription to our solutions includes system administration, maintenance, and product upgrades at no additional cost. This frees up IT resources at AEPA member organizations to better focus on core IT functions.

Industry Leading Support

Brightly's Product and Technical Support is Legendary. We were awarded a 2022 Bronze Stevie Award for excellence in front-line customer service.

- Support calls are answered within 3 rings, and you always speak to a live person during business hours, our goal is to respond to support emails within an hour
- 24x7x365 access to our free online help site and knowledge base containing detailed product guides, tutorials, recorded training videos, and FAQs.
- 30+ front-line support representatives handle an average of 100,000 cases per yea

Brightly offers additional services to provide incredible value to our clients. Below are additional services that we provide to ensure our clients' success.

Illuminate Annual User Conference (Not included in price book)

Illuminate is the nation's largest career development and professional training conference exclusively for school, college, university and government operations professionals. The curriculum is designed to provide professional development for professionals in all areas of operations, including maintenance, business, facilities, technology and transportation. Some quick highlights:

- Sessions Design your own conference schedule to fit your professional development needs! All sessions are created to address the areas of interest that most affect you in your specific job role.
- Presentations, panels and round tables delivered by industry experts
- Learning Lab A hands-on product training area staffed by Brightly Software's Client Services Team. The Learning Lab will be open throughout the entire conference for you to become more acquainted with products you currently own, or to try out new ones.
- Networking A chance to network with others in your industry or using the same products.

Facility Condition Assessment

Brightly's facility condition assessment (FCA) is a visual assessment evaluating the facility systems based on a Standard Scope of Work. The FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements to be imported into your Brightly programs.

Equipment Inventory Data Gathering

To ensure that our clients can more effectively make repair vs. replacement decisions, attach work orders to specific assets and make data-driven decisions, we provide onsite services to collect major equipment items for population into our Work & Asset Management solutions. Through the service, Equipment Inventory Data Gathering is performed by conducting staff interviews and physical onsite data gathering.

PM Schedule Creation

Preventive Maintenance (PM) Schedule creation is a service offering typically provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment. PM Schedules will be created for the equipment inventory collected during either the Data Gathering or FCA service.

The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

Equipment Inventory Barcoding

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Brightly Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/collection process.

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a pubic agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

Brightly has a long history of successfully working with organizations to integrate their third-party systems with their Brightly solutions - we provide multiple out-of-the-box options for import and integration. Brightly's data interchange/integration tools include imports/exports initiated from within our solutions, a "Connector Tool" for Asset Essentials, and product Rest APIs.

Disclosures			
Legal: Does this business have actions currently filed against it?	X	No _	Yes
Brightly Software, Inc. has no actions of relevance.			

If **Yes**, <u>AN ATTACHMENT IS REQUIRED</u>: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References							
Provide contact information of your business's five largest public agency customers.							
Agency	Name	Title	Phone Number	Email			
1. Prince William	Edwin Zelek	Facilities Management	703-791-7228	zeleke@pwcs.edu			
County Schools		Specialist					
2. Albuquerque	John Dufay	Executive Director of	505-259-0168	dufay@aps.edu			
Public Schools		Operations					
3. Fairfax County	Ted Davis	Director, EISA	703-329-7444	ted.davis@fcps.edu			
Public Schools							
4. Prince	Sam Stefanelli	Director of Building	310-952-6500	sam.stefanelli@pgcps.org			
George's County		Services					
Public Schools							
5. Baltimore City	Monique	Assistant Director of	443-984-2000	mroumo@bcps.k12.md.us			
Public Schools	Roumo	Maintenance		·			

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). *Note: A Respondent must be* willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.

Member States.		T	T	1
AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	X	X	Χ
Colorado	Yes	X	X	X
Connecticut	Yes	X	X	X
Florida	Yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	X
Indiana	Yes	X	X	X
Iowa	Yes	X	X	X
Kansas	Yes	Χ	X	Χ
Kentucky	Yes	Х	X	Х
Massachusetts	Yes	X	X	X
Michigan	No	X	X	X
Minnesota	Yes	X	X	X
Missouri	Yes	X	X	X
Montana	Yes	X	X	X
Nebraska	Yes	X	X	Х
New Jersey	Yes	X	X	X
New Mexico	Yes	X	X	Х
North Dakota	Yes	X	X	X
Ohio	Yes	X	X	Х
Oregon	Yes	X	X	X
Pennsylvania	Yes	X	X	X
South Carolina	Yes	Х	X	X
Texas	Yes	X	X	X
Virginia	Undecided	Х	X	X
Washington	Yes	X	X	X
West Virginia	Undecided	Х	X	X
Wisconsin	Yes	X	X	X
Wyoming	Yes	X	Х	Х

		7.				
Wyoming	Yes	X	Χ		X	
e-Commerce: Does	this business have	an e-commerce website?	X	No	Yes	
	I	f YES, what is the website	e?			
services being prop	osed in response to	understood depending this solicitation will imp t B Specifications of this s	act and dete		•	,
Does this business h	ave online custome	r support options?		No	X	Yes

-				_
Does this business have a toll-free customers support phone option?		No	X	Yes
Does this business offer local customer and support service options?	Χ	No		Yes
Brightly hosts its solutions in the cloud giving users the ability to access device that can connect to the internet. This delivery method allows u and support services remotely to clients.				
State your normal delivery time (in days) and any options for expediting d	leliverv.			
Accounts are usually provisioned within 24-48 hours of the purchase of training can begin at any time after the proposal is signed. There can with some of our software products, as we may seek some information creation. The average time to complete account configuration and im However, implementation timelines will be based on the scope of world solutions from Brightly.	date and tir be varianc in from me aplementa	e in the mbers tion is e	e provision prior to a around 90	ning time ccount days.
State your backorder policy. Do you fill the order when available, or cance agencies to reorder if items are backordered?	el the order	and re	quire parti	cipating
Not applicable. Brightly Software is providing SaaS software and appli	icable serv	ices.		
Describe your company's payment terms as well as any quick pay discou	ntc			
Net 30	iiits.			
State your company's return policy and any applicable restocking fees. Brightly provides SaaS software and applicable services. Restocking termination rights relating to the software or services shall be as set f Agreement. See Section 5.0 "Term and Termination".				
Describe any special program that your company offers that will improve on-time delivery, or other innovative strategies.	e customers	s' abilit	y to access	product
N/A				
Pricing Is your pricing methodology guaranteed for the term of the contract?		*X	No	Yes
*Brightly periodically reviews and updates catalog price books in respondary include price adjustments and the addition of new products and documents generated after a new price book is filed will use the new products using the previous price book will be honored for a reason filing. Brightly maintains the right to increase subscription fees and oth connection with each subscription renewal term, but such subscription pricing on file with AEPA at the time of the member's subscription renewal	or service price book. able period ner applica n renewal	offerin Any o d of tim ble fee	ngs. Order utstanding the after theses and cho	g order e new arges in
Will you offer customized price lists to participating entities as required per pricing terms of Part A?	er the	X	_ No	Yes
Will you offer hot list pricing (optional) as described in the pricing terms o	f Part A?	X	No	Ye:
Will you offer volume price discounts as described in the pricing terms of I	Part A?	X	- — No	— Yes

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or <u>lower</u> than those normally offered to individual entities or cooperatives with equal or lower volume.

-	cing that is proposed to AEPA equal to or lower than pricing your company individual entities or cooperatives with equal to or lower volume?	No —	X	Yes
Indicate v	which of the following apply and the level of competitive range you are offering in ation.	ı respon	se to th	is
X_	Pricing offered to AEPA is EQUAL TO pricing offered to individual customer a	nd/or c	ooperat	ives.
	Pricing is LESS THAN individual customer and/or cooperatives. Lower by	(%	
_	tive Contracts: Does your business currently have contracts with other ives (local, regional, state, national)?	_ No	X	Yes
SCth	entify which cooperative and the respective expiration date(s). ourcewell – Expires Nov. 2, 2024, with option to extend through Nov. 2, 2025. MNIA – Expires March 31, 2025. with option to renew for two (2) additional one brough March 31, 2027. Mohave (MES) – Expires March 3, 2024, with annual options to renew through N			
marketin We remo	nd your business is awarded an AEPA contract, explain which contract your busing and sales representative presentations (sales calls)? In agnostic to which contract a client chooses to use; we present all available or make the decision, based on what is best for their individual needs and proceeds.	e and le	t the	rith in
	trative Fee: Which of the following best reflects how your pricing includes the indivi- rative fee. Mark with an "X".			
	The pricing for the products and/or services are the same for each AEPA Membhandling, administrative fee and other specific state costs are added to arrive at the Individual AEPA Member Agency.			
Х	The pricing for the products and/or services is inclusive of the administrative of pricing is the same for all AEPA Member Agencies. Shipping, handling and other are added to the adjusted AEPA Member Agency's price.	er state	specific	costs
	The pricing for the products and/or services includes ALL (shipping, handling other) costs to arrive at a single price for all AEPA Member Agencies.	g, admir	nistrativ	re fee,
_	·	о		Yes
If Yes, ple	ease indicate how the rate factor is determined and other cost factors below.			

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Re	sponsibilities	Yes, indicate	No, indicate
		with an "X"	with an "X"
1.	Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2.	Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract,	X	

Exceptions

Instructions:

- 1. Mark "No" or "Yes" with an "X" below.
- 2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. (To insert more rows, hit the tab key from the last field in the last row and column.)
- 3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
- 4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B		
this IFB.			
Χ	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A		
	and/or B of this solicitation		

IFB Section and	Outline	Term and Condition	Exception
Page Number	Number		
Part A – Terms and Conditions Page 13		Contract Documents	Brightly must rely on its commercial subscription agreements (encompassing terms and conditions specific to SaaS transactions) as the basis for beginning good faith contract negotiations with purchasers as these contain language specific to the software industry, such as a grant of subscription access and intellectual property rights. Brightly is amenable to negotiating contract requests with public entities by incorporating mutually agreed upon clauses into contract documents. Brightly's current commercial agreements are
Part A – Terms		Delivery Terms, Conditions, and	attached to this response.
and Conditions Page 14		Requirements 3. Ownership of products and services	Brightly provides subscription-based access to its commercial cloud services. All intellectual property rights regarding products and services are set forth in an applicable Order and the Brightly Master Subscription Agreement and Professional Services Addendum. Ownership of products and services remains with Brightly. Brightly retains all ownership right, title, and interest in and to its products and services provided under this contract, including without limitation all corrections, enhancement, improvements to, or derivative works thereof, and in all intellectual property rights.
Part A – Terms and Conditions Page 17		Form of Contract	The form of contract between Brightly and any entity using Brightly's offerings shall also
	I.	1	<u> </u>

Subscription Agrium where applicable Services Addend conditions appear or reverse side or order, acknowled confirmation that from or in additional required hereund binding on the posigned and return parties agree in a to be bound by a additional terms firm submitting a Member Agency Participating Enticoposed contraincluded with the	able, Professional lendum. Any terms or opearing on the face whe of any purchase whedgement, or that are different ledition to those reunder shall not be reparties, even if returned, unless both in a separate writing by different or rems or conditions. If a reg a bid requires AEPA ancy and/or Entities to sign an entract, a copy of the intract must be
Part A – Terms and Conditions Indemnification Brightly cannot a as written. Bright	·

			Vendor Partner will indemnify and
			defend AEPA, its Members,
			Participating Entities, its employees
			from third party claims, demands,
			suits, proceedings, loss, cost and
			damages of every kind and
			description, including any
			reasonable attorney's fees and/or
			litigation expenses, which might be
			brought or made
			against or incurred by, AEPA, its
			Members, Participating Entities, its
			employees on account of loss or
			damage to any property or for
			injuries
			to or death of any person, to the
			extent arising from the gross
			negligence or willful misconduct of
			Vendor Partner, its employees,
			agents, representatives, or
			Subcontractors, their employees,
			agents, or representatives in
			connection with or incident to the
			performance of this agreement, or
			arising out of worker's
			compensation claims,
			unemployment compensation
			claims, or unemployment disability
			compensation claims of employees
			of
			Vendor Partner, and/or its
			subcontractors or claims under
			similar such laws or obligations.
			Vendor Partner's obligation under
			this section
			will not extend to any liability
			caused by the sole negligence of
			AEPA, its Members, participating
			Entities, its employees. The liability
			of AEPA, its Members, Participating
			Entities or its employees will be
			subject in all cases to the
			immunities and limitations of the
			AEPA Member Agency's state
			laws.
Part A – Terms		Legal Remedies	Brightly requests the following
and Conditions		3-11/01/10/01/00	modification:
Page 19			All claims and controversies shall
. 494 17			be subject to the federal, state,
			local rules, regulations, or codes of
			the state in which the AEPA
			member Agency or Participating
			Entity resides.
Part A – Terms		Ordering Procedures	Brightly requires the Buyer sign the
and Conditions	1	1. Standard Ordering Process	Brightly Order document for all
Page 21		Staridard Ordoning Process	transactions.
Part A – Terms		Patent and Copyright	As a SaaS provider, Brightly
1 4114 7 1 611113			
and Conditions		ndemnification	includes a standard

Page 22

indemnification clause in its commercial SaaS agreements which is drafted in accordance with SaaS industry standards.

Brightly requests the IFB Patent and Copyright Indemnification be modified to align with Brightly's standard clause as follows:

Vendor Partner shall defend and indemnify Member Agency and its Participating Entities (each a "Claimant") from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Claimant, in connection with any third party claim (each, a "Claim") alleging that Claimant's use of the Cloud Service (as defined in the Vendor Partner agreements) as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such third party, or misappropriates the trade secret of such third party; provided that Claimant: (x) promptly gives Vendor Partner written notice of the Claim; (y) gives Vendor Partner sole control of the defense and settlement of the Claim: and (z) provides to Vendor Partner all reasonable assistance, at Vendor Partner's expense. If Vendor Partner receives information about an infringement or misappropriation claim related to the Cloud Service, Vendor Partner may in its sole discretion and at no cost to Claimant: (i) modify the Cloud Service so that it no longer infringes or misappropriates, (ii) obtain a license for Claimant's continued use of the Cloud Service, or (iii) terminate any agreement (including Claimant's Cloud Service subscriptions) upon prior written notice and refund to Claimant any prepaid Subscription Fee (as defined in the Vendor Partner agreements) covering the remainder of the term of the terminated Cloud Service subscriptions. Notwithstanding the foregoing, Vendor Partner shall

		have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Cloud Service in combination with any software or hardware not expressly authorized by Vendor Partner, (B) any modifications or configurations made to the Cloud Service by Claimant without the prior written consent of Vendor Partner, and/or (C) any action taken by Claimant relating to use of the Cloud Service that is not permitted under the terms of this Agreement. This section states Claimant's exclusive remedy against Vendor Partner for any Claim of infringement or misappropriation of a third party's intellectual property rights related to or arising from Claimant's use of the Cloud Service.
Part A – Terms and Conditions Page 30	Survival	Brightly requests this language be revised as follows to include software subscriptions: All applicable software license agreements or software subscription orders, warranties, or service agreements that were entered into between Vendor Partner and Buyer under the terms and conditions of the Contract must survive the expiration or termination of the Contract.
Part A Torms	Termination for Convenience	Brightly provides its cloud services subscriptions for the Subscription Term as set forth in the Order document and cannot agree to termination for convenience of its cloud services subscriptions. Pursuant to Brightly's Master Subscription Agreement, all Subscription Fee payment obligations are non-refundable and non-cancelable, and quantities purchased cannot be decreased during the Relevant Subscription Term. In the event the contract is terminated for convenience, any existing Subscription Term shall continue until the expiration set forth in the Order and no refund shall be issued.
Part A – Terms and Conditions Page 32	Warranty	Brightly provides a warranty in the Master Subscription Agreement relating to cloud services; Brightly cannot agree to warranties which

are not applicable to its cloud services. Brightly requests the Warranty language be deleted and the Master Subscription Agreement language be used instead:

- (a) Company warrants that Cloud Service will perform substantially in accordance with the features and functions described in the applicable Documentation. To the extent permitted by law, Subscriber's exclusive remedy and Company's entire liability for a breach of this warranty in Section 6.2(a), at its option: (i) will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Company may terminate the Order for the non-conforming Offering and refund any prepaid fees paid for such Offering. The warranty excludes: (a) no charge Offerings or Previews, and (b) issues, problems or defects arising from Third Party Content, Subscriber Data or Content, or use of Cloud Service not in accordance with this Agreement.
- (b) Company represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 6.2(b), Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.
- (c) Company makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Company does not warrant or otherwise guarantee that: (i) reported errors will be corrected or support

requests will be resolved to meet Subscribers' needs, (ii) any Order or Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Subscriber and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Orders or features or functionality in any communication with Subscriber constitutes technical information,
not a warranty or guarantee. (d) Company's Cloud Services have
not been tested in all situations under which they may be used. Subscriber is solely responsible for determining the appropriate uses for the Cloud Services and the results of such use; Company will not be liable for the results obtained through Subscriber's use of the Cloud Services. Company's Cloud Services are not specifically designed or intended for use in (i)
storage of sensitive, personal information, (ii) direct life support systems, (iii) nuclear facility operations, or (iv) any other similar hazardous environment.

Deviations

Instructions:

- 1. Mark "No" or "Yes" with an "X" below.
- 2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. (To insert more rows, hit the tab key from the last field in the last row and column.)
- 3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
- 4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B
	of this solicitation.
	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation	



MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, together with any addenda, (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Cloud Services (as defined below) provided by Brightly Software ("Company"). This Agreement may be accepted by either clicking a box indicating acceptance, by reseller purchase, by executing an Order that references this Agreement or by otherwise accessing or using an Offering. Subscriber agrees to the terms of this Agreement by clicking the button or using any Offering and therefore indicates that Subscriber has read, understood, and accepted this Agreement. If Subscriber does not accept, Subscriber must not use any Offering and must return any Offering to Company or its authorized reseller or partner prior to use.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "ACCOUNT" OR "SUBSCRIBER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERING.

Section 1.0 Ordering and Use of Offerings

1.1 Company Cloud Service; Subscriber-Hosted Software.

- (a) Company Cloud Service. Unless otherwise specified on an applicable Order, an Offering of Cloud Service shall be provided as Company-hosted, online cloud service. Company grants Subscriber a non-exclusive and non-transferable right to access and use the Offering for the Subscription Term.
- (b) Subscriber-Hosted Software. Where an applicable Order sets forth a Subscriber-Hosted Software Offering, subject to the provisions of this Agreement, Company grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the Offering for the Subscription Term. In respect of such Subscriber-Hosted Software Offering:
 - (i) Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order (i.e., implementation).
 - (ii) Subject to the terms of this Agreement, Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber systems. All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.
 - (iii) Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. "Environment" means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order on which, or in connection with which, the Subscriber–Hosted Service will be used.

1.2 Ordering.

- (a) Ordering. The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this Agreement and all applicable addenda. Pursuant to an Order, Company shall grant Subscriber Account Users access or use of the Offerings during their Subscription Term, including all Content contained in or made available through the Cloud Service(s). Affiliates of either party may conduct business under this Agreement by executing an Order that references this Agreement's terms.
- (b) Account Setup. To subscribe to the Cloud Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users in accordance with any number and categories of users as set forth on the Order. To setup an Account User, Subscriber agrees to provide true and accurate information for such Account Users. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other individual. Subscriber must not create Account User(s) in a manner that intends to or has the effect of avoiding Fees, circumvents thresholds with the Account, or intends to violate the Agreement.
- (c) Subscriber Responsibilities. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Cloud Service(s) shall be limited to Account Users. Subscriber will ensure that its Account Users shall comply with Subscriber's obligations under this Agreement whether they are accessing Cloud Services on Subscriber's behalf, at Subscriber's invitation or by invitation of a Subscriber Account User. If Subscriber becomes aware of any violation of this Agreement by a user or any unauthorized access to any user account, Subscriber will immediately notify Company and terminate the relevant Account User or user account's access to the Cloud Service. Subscriber is responsible for any act or failure to act by any Account User or any person using or accessing the account of a user in connection with this Agreement. Subscriber acknowledges and agrees that Account Users who submit declarations, notifications or orders to Company are acting on behalf of Subscriber's behalf. Further, Subscriber shall: (i) be solely responsible for the accuracy, and appropriateness of all Subscriber Data and Content created by Account Users using the Cloud Service; (ii) access and use the Cloud Service solely in compliance with the Documentation and all applicable laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (iii) allow e-mail notifications generated by the Cloud Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) take responsibility for the security of Subscribers' systems, including the software on Subscriber's systems, and take commercially reasonable steps to exclude malware, viruses, spyware and trojans from Cloud Services..
- (d) Usage Restrictions. Subscriber agrees that it shall not, and shall not permit any Account User or Third Party accessing by, through or at Subscriber direction, or on its behalf to, directly or indirectly: (i) modify, copy, create derivative works or attempt to derive the source code of the Cloud Service; (ii) assign, sublicense, distribute or otherwise make available the Cloud Service, to any Third Party, including on a timesharing, software-as-aservice or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Cloud Service to provide any service bureau services or any services on a similar basis; (iv) use the Cloud Service in a way not authorized in writing by Company or for any unlawful purpose; (v) use the Cloud Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Cloud Service; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Cloud Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Cloud Service; (ix) interfere with or disrupt the integrity or performance of the Cloud Service or the data contained therein; (x) access or use the Cloud Service in order to replicate applications, products or services offered by Company and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Cloud Service or monitor the availability and/or functionality of the Cloud Service for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber application or otherwise, repackage or resell the Cloud Service, or any Company Content; (xii) store, manipulate, analyze, reformat, print, and display Company Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Cloud Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Subscription for Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Cloud Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Cloud Services. Company hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to "internal use"

and/or "internal business operations" shall be deemed to include and permit such use (hereafter referred to as "Commercial Use").

- (e) Additional Guidelines. Company reserves the right to establish or modify its Cloud Service offerings, general practices and limits concerning use of the Cloud Service, and if applicable provide alternative Cloud Service offerings and practices, with approximately thirty (30) days' prior notice. Company also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Company shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Company is satisfied corrective action has taken place to resolve the issue.
- (f) Links to Third Party Websites. To the extent that the Cloud Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided by Company. Company shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.
- (g) *Previews, No-Charge Offerings.* From time to time, Company may make Offerings available to Subscribers at no charge or allow features or services at no extra charge as part of Cloud Services prior to their general release that are labeled or communicated as <u>Previews</u>. Subscriber may choose to try such Previews or not in its sole discretion. Use of Previews is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Previews at any time, in its sole discretion. Further, Company may discontinue all Previews availability at any time in its sole discretion without notice. Previews and No-Charge Offerings are provided on an "as-is" basis and "as available" basis, without any warranties of any kind.

1.3 Proprietary Rights.

- (a) Subscriber acknowledges and agrees that Company retains all ownership right, title, and interest in and to Brightly IP, including the Cloud Service, its Documentation and Content, and all corrections, enhancements, improvements to, or derivative works thereof without limitation (collectively, "Derivative Works"), and in all Brightly IP therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Subscriber to Company, Subscriber hereby irrevocably assigns all rights to use and incorporate Subscriber's feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the "Feedback") relating to the Cloud Service, together with all Brightly IP related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Brightly IP rights other than the rights expressly set forth in this Agreement.
- (b) Company acknowledges and agrees that Subscriber retains all ownership right, title, and interest in and to the Subscriber Data and Content, including all intellectual property rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants Company and its Affiliates a non-exclusive, royalty-free license to access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of Subscriber Data and Content to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants Company a non-exclusive, royalty-free right to use aggregated and de-identified data generated and/or derived by Company from the Subscriber Data (the "De-Identified Data") in order to improve the Cloud Service and Company's performance hereunder, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that Company shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to Subscriber or natural persons. Company recommends Subscriber confirm the geographic area in which Subscriber Data will be stored, which may be outside the country in which Subscriber is located. Subscriber will ensure that Subscriber Data can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.
- (c) Subscriber acknowledges the Cloud Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to Company by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses Company the right to sublicense the use of the Third-Party Tool solely as part of the Cloud Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of Company under the terms of this Agreement and shall be protected in accordance with the terms of Section 7.

Section 2.0 Company Responsibilities

- **2.1** Professional Services. To the extent Professional Services are included in the applicable Order and/or described in one or more statements of work, Subscriber agrees to abide by Company's Professional Services Addendum. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, sets forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.
- 2.2 Service Levels. Company shall use commercially reasonable efforts to make the Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; I any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Company pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Subscribers' Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Company shall use reasonable efforts to provide eight (8) hours prior electronic notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.
- 2.3 Security and Data Privacy. Each party shall comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Company acts as Subscriber's processor of personal data provided by Subscriber, the data is subject to Company's Privacy Policy, which can be viewed by clicking the "Privacy" hypertext link located within the Cloud Service. By using the Cloud Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber Content shall be available for Subscriber's export and download. In accordance with applicable data privacy laws following that initial period, Company shall not be obligated to maintain Subscriber Data nor Subscriber Content and may delete or destroy what remains in its possession or control.
- (a) If applicable in the United States, if Subscriber is a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, "HIPAA"), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Cloud Services, Company shall be Subscriber's "Business Associate" under HIPAA, and Company and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to Company).
- (b) If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. "Data Protection Legislation" means (i) the United Kingdom's Data Protection Act 2018, and (ii) the General Data Protection Regulation ("GDPR") and any national implementing laws, regulations or secondary legislation. Company and Subscriber agree that Company will not be processing any personal data on behalf of the Subscriber as "Data Controller" (defined in accordance with the Data Protection

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Legislation). Company will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland or the EEA are processed by Company, the terms of a data processing addendum ("DPA") must be signed by the parties. To the extent Company processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and Company agree that Subscriber is the data exporter and Subscriber's acceptance of this Agreement or applicable Order shall be treated as its execution of the standard contract clauses.

Section 3.0 Third Party Interactions

- **Relationship to Third Parties.** In connection with Subscriber's use of the Cloud Service, at Subscriber's discretion, Subscriber may: (i) participate in Third Party promotions through the Cloud Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Cloud Service, its application programming interface ("API") and a Third Party provider; (iv) receive additional functionality within the user interface of the Cloud Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. Company shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. Company does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by Company as "certified," "validated," "premier" and/or any other designation. Company does not endorse any sites on the Internet that are linked through the Cloud Service.
- **3.2** Ownership. As between Subscriber and Company, Subscriber is the owner of all Third Party Content loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. Company shall not comment, edit or advise Subscriber with respect to such Third Party Content in any manner.

Section 4.0 Fees and Payment.

- **4.1** Fees. Subscriber shall pay to Company all fees specified in Orders. Except as otherwise stated on the Order: (i) Subscription Fees are based on Cloud Services subscriptions purchased, (ii) all Subscription Fee payment obligations are non-refundable and non-cancelable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. The Subscription Fee for such Cloud Service subscription shall be invoiced upon commencement of the Term. Thereafter, Company shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to its commencement. Unless Subscriber provides written notice of termination in accordance with Section 5.1, Subscriber agrees to pay all fees. Subscriber is responsible for providing complete and accurate billing and contact information to Company and notifying Company promptly of any changes to such information.
- **Automatic Payments.** If Subscriber is paying by credit card or Automated Clearing House ("ACH"), Subscriber shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Company is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.
- **4.3** Overdue Charges. If any invoiced amount is not received by Company by the due date, without limiting Company's rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. Company reserves the right to condition an overdue Account's future subscription renewals and Orders on shorter payment terms than those stated herein.
- 4.4 Taxes. Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 4.5, Company shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. To the extent permitted by law, Subscriber agrees to indemnify and hold Company harmless from any encumbrance, fine, penalty or other expense which Company may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, Company is solely responsible for taxes assessable against Company based on its income, property and employees.
- **4.5** Purchases through Resellers. In the event Subscriber purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Company, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, Company shall have the right to terminate Subscriber's access to the Cloud Services at any time upon thirty (30) days' prior written notice to Subscriber unless Subscriber and Company have agreed otherwise in writing.

Section 5.0 Term and Termination

- **Subscription Term.** This Agreement will commence on the Effective Date set forth on the Order and continues until the Offerings hereunder have expired or have been terminated (the "Subscription Term"). Thereafter, except as stated on an applicable Order, the Subscription Term shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term applicable to the Cloud Service subscription.
- **Termination.** Neither party will terminate an Order for convenience during the applicable Subscription Term. Either party may terminate this Agreement (in whole or with respect to an Order or purchased from a reseller) by notice to the other party if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days (except in the case of a breach of Section 7 in which case no cure period will apply) or (ii) the other party becomes the subject of a petition in bankruptcy or other similar proceeding. Company may, at its option, and without limiting its other remedies, suspend (rather than terminate) any Cloud Services if Subscriber breaches the Agreement (including with respect to payment of Fees) until the breach is remedied.
- **Effect of Termination.** Upon expiration of the applicable Subscription Term, or termination of any Order for one or more Offerings or this Agreement for any reason, Subscriber's right to access, use or receive the affected Order or Order items automatically terminate. Subscriber shall immediately cease using the Order or Offering, remove and destroy all Offerings and other Company Confidential Information relating to the Order in its possession or control, and certify such removal and destruction in writing to Company. Termination or suspension of an individual Order or reseller purchase will not terminate or suspend any other Order, reseller purchase or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order(s) and reseller purchases will terminate. If this Agreement, any Order or reseller purchase is terminated, Subscriber agrees to pay all Fees owed up to the effective date of termination.

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Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 1, 2.3, 5.3, 6, 7, 8 and 9.

Section 6.0 Representations, Warranties and Disclaimers

6.1 Representations. Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

6.2 Warranties

- (a) Company warrants that Cloud Service will perform substantially in accordance with the features and functions described in the applicable Documentation. To the extent permitted by law, Subscriber's exclusive remedy and Company's entire liability for a breach of this warranty in Section 6.2(a), at its option: (i) will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Company may terminate the Order for the non-conforming Offering and refund any prepaid fees paid for such Offering. The warranty excludes: (a) no charge Offerings or Previews, and (b) issues, problems or defects arising from Third Party Content, Subscriber Data or Content, or use of Cloud Service not in accordance with this Agreement.
- (b) Company represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 6.2(b), Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.
- (c) Company makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Company does not warrant or otherwise guarantee that: (i) reported errors will be corrected or support requests will be resolved to meet Subscribers' needs, (ii) any Order or Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Subscriber and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Orders or features or functionality in any communication with Subscriber constitutes technical information, not a warranty or guarantee.
- (d) Company's Cloud Services have not been tested in all situations under which they may be used. Subscriber is solely responsible for determining the appropriate uses for the Cloud Services and the results of such use; Company will not be liable for the results obtained through Subscriber's use of the Cloud Services. Company's Cloud Services are not specifically designed or intended for use in (i) storage of sensitive, personal information, (ii) direct life support systems, (iii) nuclear facility operations, or (iv) any other similar hazardous environment.

6.3 Intellectual Property Indemnification.

- (a) Indemnity by Company. Company shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Cloud Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber: (x) promptly gives Company written notice of the Claim; (y) gives Company sole control of the defense and settlement of the Claim; and (z) provides to Company all reasonable assistance, at Company's expense. If Company receives information about an infringement or misappropriation claim related to the Cloud Service, Company may in its sole discretion and at no cost to Subscriber: (i) modify the Cloud Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Cloud Service, or (iii) terminate this Agreement (including Subscriber's Cloud Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the Term of the terminated Cloud Service subscriptions. Notwithstanding the foregoing, Company shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Cloud Service in combination with any software or hardware not expressly authorized by Company, (B) any modifications or configurations made to the Cloud Service by Subscriber without the prior written consent of Company, and/or (C) any action taken by Subscriber relating to use of the Cloud Service by Subscriber without the prior written consent. This Section 6.3(a) states Subscriber's exclusive remedy against Company for any Claim of infringement or misappropriation of a Third Party's intellectua
- (b) To the extent permitted by law, Subscriber shall defend and indemnify Company from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Company, in connection with any Claim alleging that the Subscriber Data or Content, or Subscriber's use of the Cloud Service in breach of this Agreement, infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; unless applicable laws prohibit public entities from such indemnification and provided that Company (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 6.3(b) states Company's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's intellectual property rights related to or arising from the Subscriber Data or Subscriber's use of the Cloud Service.

6.4 <u>Limitation of Liability</u>.

- (a) The entire, aggregate liability of Company is limited to the amount of Subscription Fees paid by Subscriber to Company pursuant to this applicable Order during the twelve (12) months prior to the first act or omission giving rise to the liability. This does not apply to the Company's intellectual property indemnification obligations in Section 6.3.
- (b) Under no circumstances will Company be liable for (i) any indirect, incidental, consequential, special exemplary or punitive damages, loss of production or data, interruption of operations or lost revenue or profits, even if such damages were foreseeable, or (ii) any Previews or No-Charge Offerings.
- (c) Company will not be liable for any claim in connection with this Agreement if such claim is brought more than two (2) years after the first event giving rise to such claim is or should have been discovered by Subscriber.
- (d) The limitations and exclusions of this Section 6.4 apply to: (i) benefit of Company and its affiliates, and their respective officers, directors, licensors, subcontractors and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.
- (e) The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded in accordance with applicable law. Nothing in this Section shall limit Subscriber's payment obligations under Section 4.

Section 7.0 Confidentiality

7.1 Definition of Confidential Information. "Confidential Information" means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the "<u>Disclosing Party</u>") to the other party (the "<u>Receiving Party</u>"), that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure, or as otherwise defined as Confidential Information, trade secrets, and proprietary business information as provided under applicable state law and exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research,

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personnel, suppliers, finances, pricing, marketing, strategies, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a Third Party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a Third Party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

- **7.2** Protection of Confidential Information. The Receiving Party agrees that it shall: (i) use the Confidential Information solely for a purpose permitted by this Agreement, (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and (iii) restrict access to the Confidential Information of the Disclosing Party to those of its Affiliates and its and their employees, contractors and agents who need such access for purposes consistent with this Agreement and who are prohibited from disclosing the information by a contractual legal or fiduciary obligation no less restrictive than this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.
- **7.3** Compelled Disclosure. If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.
- **Records Requests.** To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of Company's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify Company and provide such reasonable cooperation as requested by Company and permitted by law to oppose production or release of such Company Confidential Information.
- **Remedies.** Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 8.0 Export Control Compliance

- **8.1** General. Subscriber shall comply with all applicable sanctions, embargoes and (re-)export control regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction(s) (collectively "Export Regulations").
- **Checks.** Prior to any transfer of Offerings (including all kinds of technical support and/or technology) to a Third Party, Subscriber shall check and ensure by appropriate measures that (i) there will be no infringement of an embargo imposed by the European Union, the United States of America and/or by the United Nations by such transfer, by brokering of contracts concerning Offerings or by provision of other economic resources in connection with Offerings, also taking into account any prohibitions to circumvent these embargos (e.g., by undue diversion); (ii) such Offerings are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization has been obtained; (iii) the regulations of all applicable sanctioned party lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered and (iv) Offerings within the scope of the respective Annexes to EU Regulations Nos. 833/2014 and 765/2006 as well as of Annex I to EU Regulation No. 2021/821 (in their current versions, respectively), will not, unless permitted by EU law, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such Goods and Services to Russia or Belarus.
- **8.3** Non-Acceptable Use of Offerings and Cloud Services. Subscriber shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Cloud Services, Content and/or Documentation from or in any location prohibited by or subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-) export (including any 'deemed (re-)exports'), or otherwise make available the Cloud Services, Content and/or Documentation to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the Cloud Services, Content and/or Documentation for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any Subscriber Data or Content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); (v) facilitate any of the aforementioned activities by any user. Subscriber shall provide any user(s) with all information necessary to ensure compliance with the Export Regulations.
- **8.4** <u>Information</u>. Upon request by Company, Subscriber shall promptly provide Company with all information pertaining to user(s), the intended use and the location of use of the Offerings.
- **8.5** Export Control Indemnification. Subscriber shall indemnify and hold harmless Company from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with (re) Export Regulations by Subscriber and/or user(s) and/or Subscriber's Third Parties business partner re-exporting Offerings in violation of embargoes or sanctions referred to in 8.2 above, and Subscriber shall compensate Company for all losses and expenses resulting thereof.
- **8.6** Reservation. Company shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Subscriber acknowledges that Company may be obliged under the Export Regulations to limit or suspend access by Subscriber and/or user(s) to the Offerings.

Section 9.0 Miscellaneous

- **9.1** Compliance with Laws. Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.
- **9.2 Publicity.** Company is permitted to: (i) include Subscriber's name and logo in accordance with Subscriber's trademark guidelines; and (ii) list the Cloud Services and Professional Services selected by Subscriber, in public statements and client lists. Subscriber agrees to participate in press releases, case studies and other collateral using quotes or requiring active participation, the specific details of which shall be subject to mutual consent.
- **Relationship of the Parties.** Company is performing pursuant to this Agreement only as an independent contractor. Company has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Company and Subscriber. Company shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.
- **9.4** <u>Waiver</u>. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.
- 9.5 Assignment. This Agreement will extend and be binding upon the successors, legal representatives, and permitted assignees of the parties.

However, Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. Company shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

- **Force Majeure.** Subject to the limitations set forth below and except for fees due for Orders rendered, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.
- Entity, Governing Law, Notices and Venue. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber's Account and to Company at notice@brightlysoftware.com. Any dispute arising out of or in connection with this Agreement will be resolved as set forth in the table below: The Company entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:
 - (a) In the **United States and all other domiciles not otherwise mentioned,** the Company entity is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software. The applicable law will be the laws of the state of Delaware, USA; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Delaware, USA unless Subscriber is a public entity in which case this Agreement shall be governed by the state law where it is domiciled. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court for any such disputes.
 - (b) In **Canada**, the Company entity is Brightly Software Canada, Inc., an Ontario corporation, and the notice address shall be 1577 North Service Road East, Oakville, Ontario, Canada L6H 0H6 Canada, Attn: Brightly Software. The applicable law will be the laws of Ontario; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Ontario, Canada, without regard to the principles of conflicts of law.
 - (c) In the **United Kingdom or a country in Europe**, the Company entity is Brightly Software Limited, a limited company in England, the notice address shall be Pinehurst 2, Pinehurst Road, Farnborough, Hampshire, GU14 7BF Attn: Brightly Software. The applicable law will be the laws of England; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be London, England.
 - (d) In **Australia, New Zealand, a country in Asia/Oceania**, the Company entity is Brightly Software Australia Pty Ltd, a proprietary limited company in Australia, and the notice address shall be Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, Attn: General Counsel. The applicable law will be the laws of Victoria, Australia; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Melbourne, Victoria, Australia.

If a dispute is subject to arbitration as described in this Section 9.7, arbitrators will be appointed in accordance with the ICC Rules, the language used for proceedings will be English, and orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Nothing in this Section 9.7 will restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable law and to the extent it would not result in the invalidity or inapplicability of this Section 9.7, the parties agree that Company, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Subscriber has its place of business, to: (i) enforce Brightly IP rights, or (ii) for the payment of amounts due for any Offering.

- **9.8** Company Affiliates and Subcontractors. Company or its Affiliates may exercise Company's s rights and fulfill Company's obligations under this Agreement. Company may use resources in various countries to provide Offerings, including unaffiliated subcontractors. Company remains responsible for its obligations under this Agreement.
- **9.9** Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.
- **9.10 No Third Party Beneficiaries.** No person or entity not a party to the Agreement shall be deemed to be a Third Party beneficiary of this Agreement or any provision hereof.
- **9.11** Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.
- 9.12 Entire Agreement. This Agreement, including any applicable Order, is the entire agreement between Subscriber and Company regarding Subscriber's use of the Cloud Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modifications, amendment or waiver of any provision of this Agreement shall be effective unless executed in writing by means of manual signatures or electronic signatures or via an online mechanism. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void. In the event of any conflict or inconsistency between the documents, the order of precedence shall be (1) the applicable Order, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.
- 9.13 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify Company.
- **9.14** Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Cloud Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.
- **9.15** Modifications. Company may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, Company shall notify Subscriber.
- **9.16 USA Government Subscribers.** The Cloud Service and its Documentation and Content are "Commercial Items," "Commercial computer software" and "Computer software documentation" as defined in the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS 227.7202, as revised, the U.S. Government acquires the Cloud Service and its Documentation and Content subject to the terms of this Agreement. Company will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

Section 10.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

10.1 "Access Credentials" means any user's name, identification number, password, license or security key, security token, PIN or other security code,

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method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Cloud Service.

- 10.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Cloud Service(s).
- 10.3 "Account User" means each person or entity that access an Offering under this Agreement, whether such access is given by Subscriber, by Company at Subscriber's request, or by a third party authorized by Subscriber.
- 10.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.
- 10.5 "Brightly IP" means all patents, patent applications, copyrights, trade secrets and other intellectual property rights in, related to, or used in the provision or delivery of any Order or technical solution underlying an Order, and any improvement, modification, or derivative work of any of the foregoing.
- 10.6 "Cloud Service" or "Cloud Services" means Company's branded offerings of cloud-based online services and associated cloud-based API (application programming interfaces) made available by Company, as updated, enhanced or otherwise modified from time-to-time. Cloud Service excludes Subscriber Data and Third Party Content.
- 10.7 "Content" means audio and visual information, documents, content, materials, products and/or software.
- 10.8 "Documentation" means the user instructions, learning material, functional or technical documentation, and API information relating to the Cloud Service made available to Subscriber by Company in print, online or embedded as part of help functions, which may be updated from time to time.
- 10.9 "Brightly Software" or "Company" means Brightly Software, Inc., Brightly Software Canada Inc., Brightly Software Australia Pty Ltd, Brightly Software Limited, Facility Health, Inc. and Energy Profiles Limited together with their affiliates, successors and assigns.
- 10.10 "Order" means Company's ordering document, online purchasing form, statement of work, or end user license agreement (EULA) used to order Company Cloud Services and/or Professional Services. By entering into an Order, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.
- 10.11 "Offering" means an individual offering made available by Company and identified on an Order, which consists of Cloud Services, Professional Services or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.
- 10.12 "Previews" means Cloud Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, preview, pre-release, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

 10.13 "Professional Service" means the training, technical, consulting and/or other services, excluding Cloud Services, to be performed by Company that are ordered by Subscriber on an Order or provided without charge (if applicable).
- 10.14 "Subscriber" means the legal entity identified on the Account, on behalf of itself and its Affiliates and its and their employees, consultants, and (sub)contractors.
- 10.15 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber, including that which the Account Users input or upload to the Cloud Service.
- 10.16 "<u>Subscriber-Hosted Software</u>" means Company's suite of cloud software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order or provided without charge (if applicable) and made available by Company, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.
- 10.17 "Subscription Fee" means the fee invoiced to Subscriber by Company prior to the Subscription Term, which is required to be paid in order for Subscriber to be permitted to access and use the Cloud Service.
- 10.18 "Third Party" means a party other than Subscriber or Company.
- 10.19 "Third Party Content" means Content, applications and services owned or controlled by a Third Party and made available to Subscriber by the Third Party through or in connection with Cloud Services.

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PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM ("Addendum") is an addendum to the Master Subscription Agreement (the "Agreement") between Brightly Software ("Company") and Subscriber, as defined in the Agreement. This Addendum applies to the extent that Subscriber and Company execute an Order Form that includes a Statement of Work ("SOW") for the provision of Professional Services to be provided by Company for Subscriber.

BY ACCEPTING THIS ADDENDUM, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY RESELLER PURCHASE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS ADDENDUM OR BY OTHERWISE ACCESSING AND USING THE PROFESSIONAL SERVICES, SUBSCRIBER AGREES TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

1. PROFESSIONAL SERVICES.

- 1.1 Scope. Company will provide such Professional Services and supply Deliverables to Subscriber in accordance with the terms of the Agreement and all applicable SOWs or Order Forms. Unless otherwise specified in an applicable SOW or Order Form: (i) Company will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials. Company is only obliged to supply Professional Services as expressly stated in the SOW and shall not be obliged to supply any Professional Services and/or Deliverables until both Parties have approved the applicable SOW.
- **1.2 Scheduling.** Company requires at least 6 weeks advanced notice from the acceptance of an Order Form or reseller purchase to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order Form or reseller purchase includes the additional fees and incidental expenses associated with multiple visits.
- **1.3 Unused Professional Services.** Unless otherwise specified in the applicable SOW, any unused order for Professional Services will expire 6 months from the date of order, and Subscriber will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.
- **1.4 Relationship to Other Services.** The Addendum is limited to Professional Services and does not convey any right to use any other Company Services. Subscriber agrees that Professional Services is not contingent on the delivery of any future Service functionality or features other than Deliverables,, or on any oral or written public comments by Company regarding future Service functionality or features.
- **1.5 Subscriber Cooperation.** Subscriber will cooperate reasonably and in good faith with Company in its performance of Professional Services by: (i) providing access to Subscriber Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Company to perform its obligations under the SOW or Order Form, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Subscriber may result in additional applicable charges for resource time.
- **1.6 Acceptance.** Any Deliverables are stated in the SOW or Order Form. Unless otherwise specified in the applicable SOW, Deliverables will be considered accepted upon Subscriber's written notice thereof (e-mail is sufficient) or two (2) business days from delivery whichever is sooner, provided Subscriber's rejection is limited to failure to materially conform to the SOW's specifications. An effective notice of rejection must specifically disclose the material failure to conform to its specifications. In response to rejection, Company may revise and redeliver the Deliverable, and thereafter the procedures of this Section will repeat.
- **1.7 Change Order**. Changes to Professional Service defined in an Order Form, SOW or reseller purchase, shall require a written Change Order signed by the parties prior to implementation of such change(s). Changes may include, for example, alterations to the Professional Service scope of work, Deliverables or changes to fees or schedule.

2. FEES & PAYMENT TERMS.

- **2.1 Payment.** Subscriber will pay Company the fees specified in each SOW or Order Form contained therein. Unless the SOW or Order Form provides otherwise, Subscriber will pay Company within thirty (30) calendar days from the date of invoice. Where multiple onsite visits are scheduled, the Professional Services, fees and incidental expenses shall be invoiced upon the completion of each visit.
- **2.2 Incidental Expenses.** Subscriber will reimburse Company for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the applicable SOW or Order Form, Company will not exceed a 5% inflation such estimate without the written consent of Subscriber.

3. TERM AND TERMINATION.

- **3.1 Term**. Each SOW term shall begin on the effective date specified in the applicable SOW or Order Form and end on the date that the Professional Services are completed. Unless earlier terminated as set forth below, the terms of this Addendum will continue until termination or expiration of the applicable SOW. Termination shall be in accordance with the Agreement.
- **3.2 Termination.** Either party may terminate a SOW or this Addendum for the other's material breach of such SOW or this Addendum, as applicable, on thirty (30) days' written notice, provided that if the other party cures the breach before expiration of such notice period, the SOW will not terminate. Additionally, all SOWs will immediately terminate upon termination or expiration of the Agreement.



3.3 Effect of Termination. Upon termination of a SOW: (1) if such SOW provides for an hourly or per unit fee, Subscriber will pay Company such fee for the work performed up to the date of termination; and (2) if the SOW provides for a fixed fee, Subscriber will pay Company the reasonable value of the Professional Services rendered by Company up to the termination date. Termination of a SOW for any reason, including without limitation for cause, will not terminate any other SOW.

4. PROPRIETARY RIGHTS AND LICENSES.

- **4.1 Confidential Information**. As between the parties, each party retains all ownership rights in and to its Confidential Information as set forth in the Agreement.
- **4.2 Subscriber Data.** Subscriber does not grant to Company any rights in or to Subscriber's intellectual property except such licenses as are required for Company to perform its obligations under the Agreement.
- **4.3 License for Deliverables.** Upon payment of fees due under an applicable SOW or Order Form, Company grants Subscriber a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable) solely for its internal business purposes associated with its use of Company's Services any Deliverables created by Company solely for Subscriber under this Agreement. Company and Subscriber each retain all right, title and interest in their respective Intellectual Property and Company retains all ownership rights in the Deliverables.

5. WARRANTY.

Company represents and warrants that all Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 5, Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

6. DISCLAIMER.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH SECTION 5 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, Company AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE DELIVERABLES OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Company DOES NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE DELIVERABLES OR THE RESULTS SUBSCRIBER MAY OBTAIN BY USING THE DELIVERABLES. IN PARTICULAR, Company DOES NOT WARRANT UNINTERRUPTED OR ERROR- FREE OPERATION OF THE DELIVERABLES, THAT THE DELIVERABLES WILL CONTINUE TO FUNCTION WITH ANY SUBSCRIPTION SERVICES AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, OR THAT COMPANY WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS.

7. NON-EXCLUSIVITY OF PROFESSIONAL SERVICES.

Notwithstanding the Confidentiality obligations set forth in Section 8 of the Agreement and this Addendum, Subscriber acknowledges and agrees that (i) multiple Subscribers may require similar Professional Services or Deliverables and that Company may be developing similar Professional Services and Deliverables for other third parties, (ii) Company may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information of Subscriber, (iii) nothing will prohibit Company from developing or having developed for it customizations, configurations, feature, concepts, systems or techniques that are similar to the Deliverables, and (iv) nothing will prohibit Company from re-using with another Subscriber or making generally available as part of Subscription Services all or part of any customization, configuration, feature, concept, system or technique developed hereunder.

8. IP INDEMNITY.

- **8.1 Indemnification by Company.** In addition to the indemnification obligations set forth in Section 6 of the Agreement and subject to this Addendum, Company will (i) defend, or at its option settle, any claim, demand, action or legal proceeding ("Claim") made or brought against Subscriber by a third party alleging that the use of the Deliverable(s) as contemplated hereunder directly infringes the intellectual property rights of such third party, and (ii) pay (a) any final judgment or award directly resulting from such Claim to the extent such judgment or award is based upon such alleged infringement or (b) those damages agreed to by Company in a monetary settlement of such Claim. Company's obligations to defend or indemnify will not apply to the extent that a Claim is based on (I) Subscriber Data, Subscriber's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverable(s) with non-Company products or services; or (III) any use of the Deliverable(s) not in compliance with this Addendum. In the event of a Claim, Company may, in its discretion and at no cost to Subscriber (A) modify the Deliverable(s) so that they are no longer the subject of an infringement claim, (B) obtain a license for Subscriber's continued use of the Deliverable(s) in accordance with this Addendum, or (C)suspend use of the Deliverable in question and refund to Subscriber a pro rata portion of the fees paid for every month during which Subscriber is prevented from using the infringing Deliverable as a result of such infringement, during the first three years after delivery of such Deliverable.
- **8.2 Indemnification by Subscriber**. To the extent permitted by law and subject to this Addendum, Subscriber will (i) defend, or at its option settle, any Claim made or brought against Company by a third party alleging that (I) Subscriber Data, Subscriber's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverables with non-Company products or services; or (III) Subscriber's use of the Deliverables , other than as authorized in this Addendum, violates applicable law or regulations or infringes the intellectual property rights of, or has otherwise harmed, a third party; and (ii) pay (a) any final judgment or award directly resulting from such Claim, or (b) or those damages agreed to in a monetary settlement of such Claim.

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THIS SECTION 8 STATES COMPANY'S SOLE OBLIGATION, AND SUBSCRIBER'S SOLE REMEDY, WITH REGARDS TO CLAIMS THAT THE DELIVERABLES INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATION OF LIABILITY. IN ADDITION TO THE OBLIGATIONS UNDER THE AGREEMENT, IN NO EVENT SHALL COMPANY, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE TOTAL AMOUNT PAID BY SUBSCRIBER UNDER THE APPLICABLE SOW TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. UNDER NO CIRCUMSTANCES SHALL COMPANY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 4 OF THE AGREEMENT.

10. MISCELLANEOUS

- **10.1 Order of Precedence.** In the event of a conflict, the provisions of an authorized SOW will prevail over those of this Addendum. Neither party's acts nor omissions related to Professional Services, to a SOW, or to this Addendum, including without limitation breach of a SOW or of this Addendum, will give the other party any rights or remedies not directly related to the SOW in question.
- **10.2 Independent Contractor.** The parties are independent contractors and nothing in this Agreement should be construed to create a partnership, agency, joint venture, fiduciary or employment relationship between the parties. Neither party is authorized to make any representation or commitment on behalf of the other party. Each party assumes full responsibility for the actions of its personnel while performing Services and such party will be solely responsible for the supervision, daily direction, control of its personnel and for the payment of all of their compensation.
- 10.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- **10.4 Force Majeure.** Neither party will be responsible for failure or delay of performance of a SOW if caused by an act of nature, war, hostility or sabotage; an electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either party may cancel unperformed Professional Services upon written notice.
- **10.5 Non-Solicitation.** Except where prohibited by law, during the Term of this Addendum and for twelve (12) months thereafter, Subscriber will not solicit for employment, nor knowingly employ (either as an employee, contractor or agent), any of Company's employees or subcontractors without Company's prior written consent. For the purposes herein, "solicit" does not include broad-based recruiting efforts, including without limitation help wanted advertising and general posting open positions.
- **10.6 Subcontractors.** Company may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. Company will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with Company's obligations under this Addendum, except as otherwise specified herein.
- **10.7 Severability.** If any provision of this Addendum is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Addendum will remain in effect.

11. DEFINITIONS.

- **11.1** "Change Order" means a Company change order that changes the Professional Services as set forth on a SOW, Order Form or defined in a reseller purchase. Change Orders executed by both parties shall be incorporated by reference into the applicable SOW, Order Form or reseller purchase. A Change Order cannot change Services, as defined in the Agreement to include SaaS applications.
- **11.2** "Deliverable" means a deliverable under an SOW or Order Form.
- **11.3** "SOW" means a statement of work describing Professional Services to be provided hereunder, that is entered into between Subscriber and Company or which is incorporated into an Order Form that is entered into between Subscriber and Company. A Company Affiliate that executed an SOW with Subscriber will be deemed to be Company as such term is used in this Agreement. SOWs or Order Forms are deemed incorporated herein by reference.

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All other capitalized terms used but not defined herein shall have the respective meanings set forth in the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the noticy(les) must have ADDITIONAL INSURED provisions or be endorsed

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IN C E	IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIR PERT POLI	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN'	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	OCUMENT WITH RESPEC	OT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY		T	GLD1110114		10/01/2022	10/01/2023	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
								MED EXP (Any one person)	\$	100,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	10,000,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	INCL
	OTHER:								\$	
В	AUTOMOBILE LIABILITY			TC2J-CAP-7440L34A-TIL-22		10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	X ANY AUTO							BODILY INJURY (Per person)	\$	N/A
	X OWNED SCHEDULED							BODILY INJURY (Per accident)	\$	N/A
	X HIRED X NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	N/A
	AUTOS ONLY AUTOS ONLY							(Fer accident)	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$							AGOREGATE	\$	
В	WORKERS COMPENSATION		Х	UB-8P83929A-22-51-K (AOS)		10/01/2022	10/01/2023	X PER OTH-	Ψ	
С	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE			UB-8P79233A-22-51-R (AZ, MA,	WI)	10/01/2022	10/01/2023	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE		1.000.000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
	DESCRIPTION OF OPERATIONS BEIOW							L.L. DISLAGE - FOLICT LIMIT	Ψ	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedu	le, may be	e attached if mor	e space is require	ed)		
EVID	ENCE OF COVERAGE									
CF	RTIFICATE HOLDER				СФИС	ELLATION				
	INTILIDATE HOLDER				CANC	JELEA HON				
	BRIGHTLY SOFTWARE, INC. 11000 REGENCY PARKWAY STE 300 CARY, NC 27518				THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.		
						RIZED REPRESE sh USA Inc	NTATIVE	0		
l					l			Justin Ben	nard	0-

Part D - Sample of Reporting Capabilities

Back to Asset Essentials Main Menu

Asset reporting

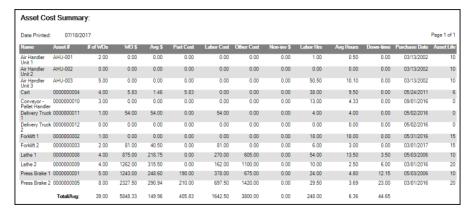
Asset Essentials provides six comprehensive reports to check on the status and analyze your Assets.

How to run a report

- Click on the Assets menu icon, then select Assets.
- Filter the Asset list to include the records you want to report on.
- Select the Print/Report button and click the Report link.
- Choose the Report Type from the drop down.
- Click OK to run the report. *Note: If you have filtered the Asset list before running the report, the same filters will apply to the report that is
 generated.

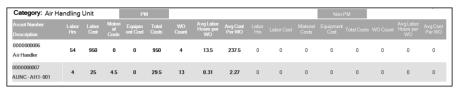
Asset Cost Summary

The Asset Cost Summary Report provides a roll-up of any costs associated with your Assets.



Asset expenditures summary: PM to non-PM

The Asset Expenditures Summary: PM to non-PM report compares labor, costs, and work order count for PM and non-PM work orders associated with your Assets.



Asset Life Cycle Analysis

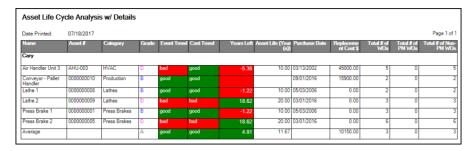
This report provides a quick analysis of the current health of your Assets. The report will calculate a grade as well as estimate how many more years of operation is expected from your Assets.



Asset Life Cycle Analysis w/ Details

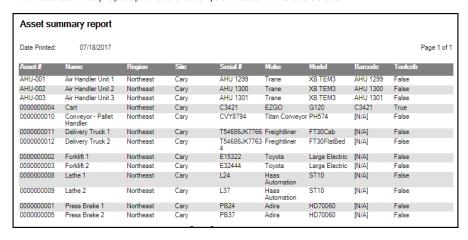
This version of the Asset Life Cycle Analysis report provides some additional fields such as Total Number of Work Orders, Total Number of PM Work Orders, and Total Number of Non-PM Work Orders.

Print



Asset summary

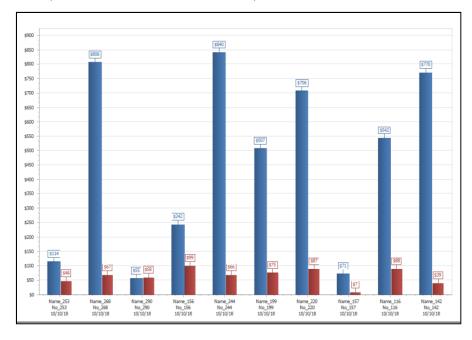
The Asset Summary report provides a list of your Assets with basic details.



Asset repair vs replacement cost

This comparative analysis report provides an easy way to visually compare the maintenance costs of assets with your replacement costs of assets in order to determine those that are nearing the end of their expected useful life, and those that are overdue to be replaced.

Select **Asset Cost vs Maintenance** in the asset report drop down menu to show your aggregated maintenance cost versus the estimated replacement cost set on the asset details page. *Note: This report is only available if your account is synced with Capital Forecast. For more information about Capital Forecast contact Client Services.



Did you find this helpful?



Work order reporting

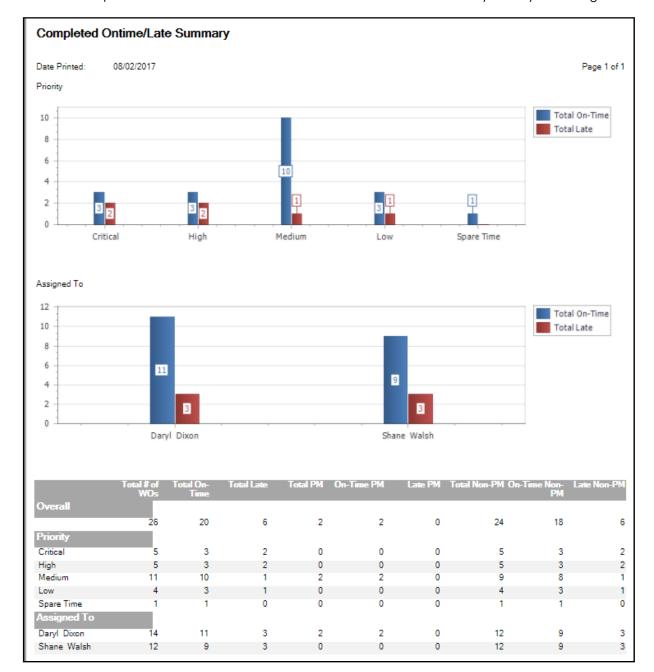
How to run a report

- Click on the Work Orders menu icon, then select Work Orders.
- <u>Filter the Work Order list</u> to include the records you want to report on. *Note: If you are utilizing our <u>product integration feature</u>, you may not need to include those work orders in your report. In order to omit those work orders from your report, you can use the **Generated**From column on the work order summary page. This will allow you to filter your work order list to not include work orders created from other products.
- Select the **Print/Report** button and click the **Report** link.
- Choose the **Report Type** from the drop down.
- Click **OK** to run the report. *Note: If you have filtered the Work Order list before running the report, the same filters will apply to the report that is generated.

Recommended work order reports

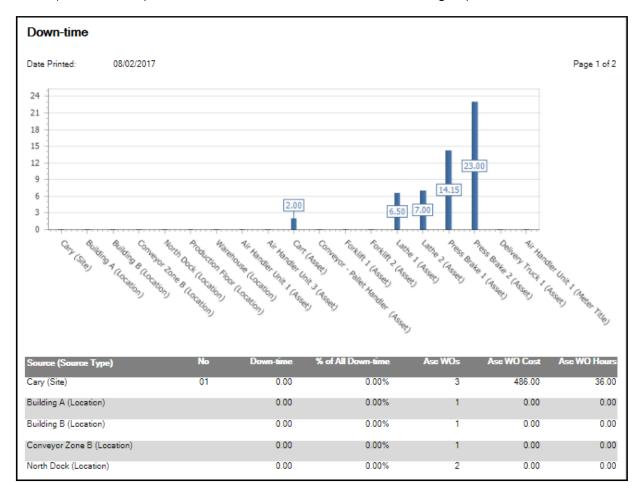
Completed On Time/Late Summary

This useful report will show a breakdown of on time and late Work Orders by Priority and Assigned To.



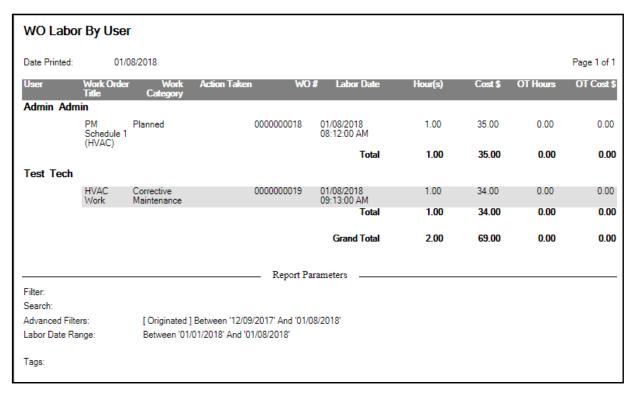
Downtime Analysis

This report shows any Work Orders and Work Order costs contributing to your asset's downtime.



Labor Cost by User

This report will breakdown your worker's labor hours and costs by Work Order. This report also includes OT hours and OT costs.



This report calculates for each asset: the average time it takes for a Work Order to be assigned, the average time it takes to complete a Work Order once it has been assigned, and the average time a Work Order is open.

Mean Time to Repai	ir Analysis		
Date Printed: 08/02/2017	•		Page
Asset	Originated to Assigned Avg	Assigned to Completed Avg.	Originated to Completed Avg
Air Handler Unit 3	0 day(s) 0 hr(s) 0.00 minute(s)	0 day(s) 1 hr(s) 22.00 minute(s)	0 day(s) 1 hr(s) 22.00 minute(s)
Cart	0 day(s) 0 hr(s) 0.00 minute(s)	1 day(s) 4 hr(s) 6.00 minute(s)	1 day(s) 4 hr(s) 6.00 minute(s)
Conveyor - Pallet Handler	14 day(s) 6 hr(s) 30.00 minute(s)	-15 day(s) -4 hr(s) -10.00 minute(s)	0 day(s) -21 hr(s) -40.00 minute(s)
Delivery Truck 1	16 day(s) 20 hr(s) 25.00 minute(s)	-8 day(s) -1 hr(s) -34.00 minute(s)	8 day(s) 18 hr(s) 51.00 minute(s)
Forklift 2	17 day(s) 1 hr(s) 0.00 minute(s)	-17 day(s) 0 hr(s) -33.00 minute(s)	0 day(s) 0 hr(s) 27.00 minute(s)
Lathe 1	4 day(s) 12 hr(s) 14.75 minute(s)	-1 day(s) -12 hr(s) -37.25 minute(s)	2 day(s) 23 hr(s) 37.50 minute(s)
Lathe 2	0 day(s) 17 hr(s) 15.00 minute(s)	0 day(s) 16 hr(s) 43.00 minute(s)	1 day(s) 9 hr(s) 58.00 minute(s)
Press Brake 1	3 day(s) 9 hr(s) 5.20 minute(s)	-2 day(s) -22 hr(s) -57.60 minute(s)	0 day(s) 10 hr(s) 7.60 minute(s)
Press Brake 2	3 day(s) 8 hr(s) 34.60 minute(s)	-2 day(s) -12 hr(s) -23.80 minute(s)	0 day(s) 20 hr(s) 10.80 minute(s)
Overall Average	4 day(s) 6 hr(s) 45.54 minute(s)	-2 day(s) -21 hr(s) -39.63 minute(s)	1 day(s) 9 hr(s) 5.92 minute(s)

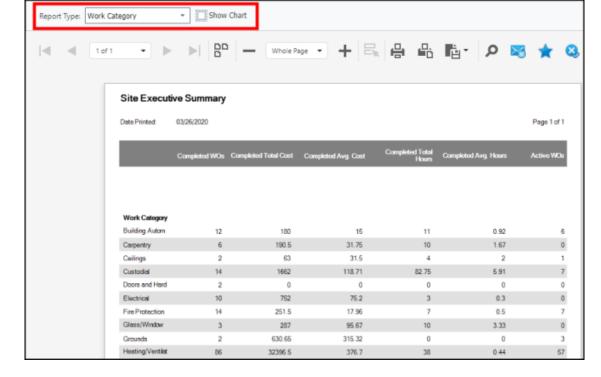
Part Usage by Asset

This report will show the quantities and costs of the parts used for each asset.

Part Util	lization by A	sset						
Date Printed	d: 08/02/20	017						Page 1 of 1
Asset	Date Used	Part	Part#	Region	Site	Location	Quantity	Cost\$
Press Bra	ke 1 - 0000000	0001						
	07/31/2017	Pennzoil 10W 30 Motor Oil	000000003	Northeast	Cary	Warehouse	1.00	8.3333
	07/31/2017	Cart Tire 18-8.50-8 4P	0000000004	Northeast	Cary	Warehouse	1.00	32.930
	07/31/2017	10 Amp Fuse	000000005	Northeast	Cary	Warehouse	1.00	6.250
	07/31/2017	Press Brake Die 4140 8" long	0000000001	Northeast	Cary	Production Parts	1.00	80.000
Delivery T	ruck 1 - 00000	000011					Total:	127.51
	08/01/2017	Pennzoil 10W 30 Motor Oil	000000003	Northeast	Cary	Warehouse	1.00	8.3333
							Total:	8.33
Delivery T	ruck 2 - 00000	00012						
	08/01/2017	Champion Spark Plug	NGK-BPR5ES	Northeast	Cary	Auto Parts	1.00	5.8333
							Total:	5.83
Cart - 000	0000004							
	08/01/2017	Forklift Battery	0000000002	Northeast	Cary	Warehouse	0.00	0.000
							Total:	.00
						Total cost of parts	on this report:	141.68

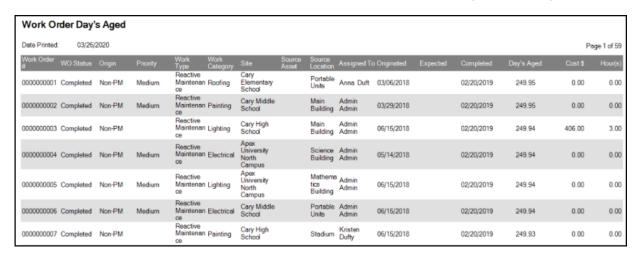
Site Executive Summary

This report displays the total number of completed work orders, cost, and hours worked for the **Report Type** selected in the top left corner of the page. For example, you can select to display data broken down by your work categories or priorities. You also have the option to display the data in a chart by checking the **Show Chart** box.



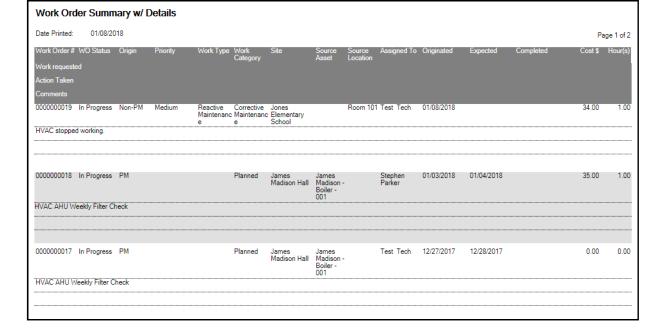
Work Order Day's Aged

This report provides a list of work orders with relevant information, including the day's aged for each work order.



Work Order Summary w/ Details

This reports provides an all-encompassing overview of your work orders including Action Taken and Costs.



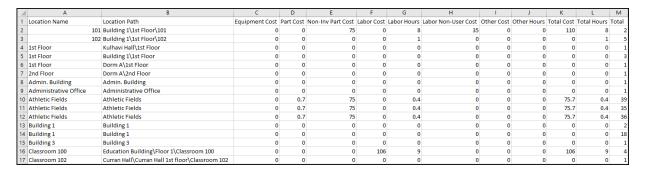
Work Order Location Summary Reports

These reports will provide you with a roll-up of costs for each location and will also display the location path for better insight into the location's hierarchy.

- Click on the Work Orders menu icon, then select Work Orders.
- Filter the Work Order list to include the records you want to report on.
- Select the **Print/Report** button and click the **Report** link.
- Choose the **Report Type** from the drop down.
- Click **Export** to download the report as a CSV file. *Note: If you have filtered the Work Order list before running the report, the same filters will apply to the report that is generated.

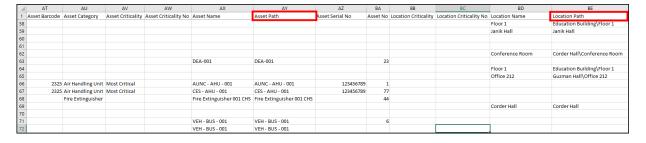
WO summary by location

Generate this report to summarize the work being done at your locations. This report will help you to understand the number of work orders that are being done, the performance of work at each location, and the cost and hours associated with the work being done.



WO detail by source

Generate this report to dive into the details of the work orders for your locations. This report will help you to understand the specifics about what is being done at the different locations throughout your organization. Analyze the labor, costs, types of work being done, start and end dates, etc. You are able to see the location and asset paths for each record as well.



WO labor reporting

Asset Essentials provides six comprehensive reports that will break down the cost and time of labor entries submitted on work orders. The breakdown can be done by Work Category, Department, or User.

How to run a report

- Click on the Work Orders menu icon and then click WO Labor.
- Filter the WO Parts list to include the records you want to report on.
- If you use the Advanced Filters tool, you have two sets of fields to choose from.
 - Assigned This field represents the user that the work order is assigned to.
 - **Date Type and Date Range** This set of fields represents the type and range of dates that applies to the work order labor transaction. The date types are defined below:
 - Start Date This represents the date the labor transaction began on the work order.
 - End Date This represents the date the labor transaction ended on the work order.
 - Created On This represents the date the labor transaction was documented on the work order
 - Last Modified On This represents the date the labor transaction was last edited on the work order.
- Select the **Print/Report** button and click the **Report** link.
- Choose the **Report Type** from the drop-down menu.
- Click **OK** to run the report. *Note: If you have filtered the WO Labor list before running the report, the same filters will apply to the report that is generated.

Labor by Work Category

The Labor by Work Category report lists all labor hours broken down by work category, along with the number of work orders the transactions were tracked on per work category.

Labor by Work Ca	tegory									
Date Printed: 06/24/2	021								Page 1 of 3	
Summary										
Total Regular Hours	12576.97									
Total OT Hours	49.25									
Total	12626.22									
		Hour(s)					Number of W	ork Orders		
Work Category	Regular	ОТ	Estimated	Combined	%	Total	Completed	%	Avg Hours / Work Order	
Facility Maintenance	2358.86	5.00	0.00	2363.86	0.00%	30	29	0.00%	78.80	
Scheduled Maintenance	1993.31	14.50	15.00	2007.81	13385.43%	353	343	0.00%	5.69	
[N/A]	4596.92	11.75	2.00	4608.67	230433.48%	327	323	0.00%	14.0	
Breakdown	245.11	8.00	1.00	253.11	25311.16%	41	40	0.00%	6.1	
Electrical	20.29	0.00	0.00	20.29	0.00%	17	17	100.00%	1.1	
Corrective Maintenance	2159.86	0.00	0.00	2159.86	0.00%	33	33	100.00%	65.4	
Planned	530.47	5.00	0.00	535.47	0.00%	54	53	0.00%	9.92	
Cleaning	46.25	2.00	0.00	48.25	0.00%	41	41	100.00%	1.18	
Grounds/Landscapin	167.85	1.00	0.00	168.85	0.00%	8	7	0.00%	21.1	
Safety	437.56	0.00	0.00	437.56	0.00%	5	5	100.00%	87.5	
Production	5.50	0.00	0.00	5.50	0.00%	3	3	100.00%	1.83	
Shutdown	5.00	0.00	0.00	5.00	0.00%	1	1	100.00%	5.00	
COVID 19	10.00	0.00	0.00	10.00	0.00%	2	2	100.00%	5.00	
Plumbing	0.00	2.00	0.00	2.00	0.00%	1	1	100.00%	2.00	
Total	12576.97	49.25	18.00	12626.22	70145.69%	916	898	0.00%	13.7	
Hours Breakdown:										
				Hou	ır(s)					
Employee					Regular		OT		Combine	
Bill Rights				1	10813.84		45.25	10859.09		
Student Eleven					24.00		0.00			

Labor Cost

The Labor Cost report provides a simple breakdown of the number of hours and total cost of labor per user.

Labor Cost						
Date Printed:	06/24/2021					Page 1 of 2
Name	Regular Hours	Cost \$	OT Hours	Cost \$	Total Hrs	Total Cost
Tech 5	0.00	0.00	0.00	0.00	0.00	0.00
Cam Bevington	3.00	0.00	0.00	0.00	3.00	0.00
Tech Chuck	1.00	0.00	0.00	0.00	1.00	0.00
ABC Pest Company	5.00	0.00	0.00	0.00	5.00	0.00
Randy Daytona	82.52	0.00	0.00	0.00	82.52	0.00
Accounting Departme	ent 6.00	140.00	0.00	0.00	6.00	140.00
John Doe	3.00	150.00	0.00	0.00	3.00	150.00
Mark Dude	5.00	0.00	0.00	0.00	5.00	0.00
Cary Four	2.00	0.00	0.00	0.00	2.00	0.00
Sample tech Four	5.00	0.00	0.00	0.00	5.00	0.00
Jim Henson	2.00	60.00	0.00	0.00	2.00	60.00
Supervisor Lead	0.00	0.00	0.00	0.00	0.00	0.00
Manny Maintenance	91.58	3663.19	0.00	0.00	91.58	3663.19
sample person	2.00	100.00	0.00	0.00	2.00	100.00
Maintenance Printer	0.00	0.00	0.00	0.00	0.00	0.00
Bill Rights	9407.64	733311.76	33.75	3490.00	9441.39	736801.76
Bob Smith	2.00	100.00	0.00	0.00	2.00	100.00
Carl Smith	1.00	50.00	0.00	0.00	1.00	50.00
Jim Smith	2.00	80.00	0.00	0.00	2.00	80.00
Joe Smith	14.36	0.00	1.00	0.00	15.36	0.00
Joe Smith	4.00	60.00	0.00	0.00	4.00	60.00
Sam Smith	3.00	50.00	0.00	0.00	3.00	50.00

Labor Cost by Department

The Labor Cost by Department report provides a detailed breakdown of each department's labor hours and costs by each work order the transaction was tracked on.

Labor Cost F	By Department					
Date Printed:	06/24/2021					Page 1 of 1
Department	User		Reg Hours	Reg Cost\$	OT Hours	OT Cost \$
Administrative						
	Mark Dude		5.00	0.00	0.00	0.00
		Total:	5.00	0.00	0.00	0.00
Maintenance						
	Bill Rights		9404.64	733124.26	33.75	3490.00
		Total:	9404.64	733124.26	33.75	3490.00
		Grand Total	9409.64	733124.26	33.75	3490.00

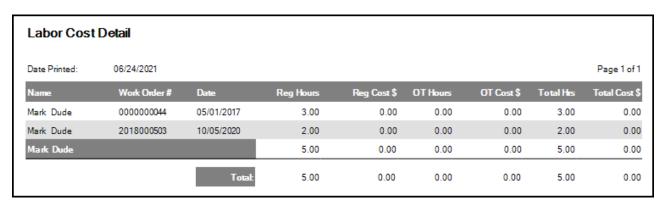
Labor cost by user

The Labor Cost by User report provides a detailed breakdown of each user's labor hours and costs by each work order the transaction was tracked on.

WO Labo	r By Use	r							
Date Printed:	06/2	24/2021							Page 1 of 47
User	Work Order Title	Work Category		wo	# Labor Date	Hour(s)	Cost \$	OT Hours	OT Cost \$
			Databad Tira and		02/25/2019				
	Flat	Breakdown	Patched Tire and inflated	0000003050	11:09:00 AM	1.00	0.00	0.00	0.00
	LABOR TEST			2018000526	09/24/2020 03:04:00 PM	1.00	500.00	0.00	0.00
	_				Total	2.00	500.00	0.00	0.00
ABC Pest (Annual Forklift PM	Scheduled Maintenance	Done	0000001102	07/23/2018 02:41:00 PM	4.00	400.00	0.00	0.00
					Total	4.00	400.00	0.00	0.00
ABC Pest (
	500 HR AHU#2343 Service			2018000269	07/08/2020 08:43:48 AM	3.00	0.00	0.00	0.00
	Quarterly H2O filter change	Scheduled Maintenance		2018001127	05/07/2021 02:51:00 PM	2.00	0.00	0.00	0.00
					Total	5.00	0.00	0.00	0.00
Accounting	-	ent							
	Monthly Truck Cleaning EXAMPLE	Scheduled Maintenance		0000001367	08/13/2018 09:15:26 AM	2.00	0.00	0.00	0.00
	Monthly Truck Cleaning EXAMPLE	Scheduled Maintenance		0000003082	03/01/2019 08:45:48 AM	2.00	70.00	0.00	0.00
	Monthly Truck Cleaning EXAMPLE	Scheduled Maintenance		2018000454	09/01/2020 01:19:04 PM	2.00	70.00	0.00	0.00
					Total	6.00	140.00	0.00	0.00
Ben Z									
	Annual Forklift PM	Scheduled Maintenance		0000000389	04/16/2018 10:36:44 AM	1.00	0.00	0.00	0.00
	Annual Forklift PM	Scheduled Maintenance		0000000839	06/01/2018 12:54:42 PM	1.00	0.00	0.00	0.00
					Total	2.00	0.00	0.00	0.00

Labor Cost Detail

The Labor Cost Detail report provides a breakdown of the number of hours and total cost of labor per user for each individual work order transaction.



Labor Time Detail

The Labor Time Detail report provides a detailed breakdown of each user's labor transactions, including the start time, end time, and total hours. This list is ordered from the oldest labor transaction to the newest.

Labor Tim	ne Detail								
Date Printed:	06/24/20	21							Page 1 of 1
User	Work Category	Site	Source Asset	Source Location	Description	Source Location	Start Date	End Date	Hour(s)
Mark Dude	Electrical	We Make Widgets Jacksonville	Air Handler Unit Trane	Building 1		Building 1		05/01/2017 12:27:00 PM	3.00
Randy Daytona	Breakdown							03/12/2019 02:08:00 PM	2.50
Randy Daytona	Breakdown						03/12/2019 02:42:24 PM	03/12/2019 02:43:33 PM	0.02
Randy Daytona		We Make Widgets Jacksonville	Air Handler Unit Trane	Building 1		Building 1		03/14/2019 11:50:53 AM	5.00
Randy Daytona	Planned	We Make Widgets Jacksonville		Building 1		Building 1		03/14/2019 11:50:53 AM	3.00
Randy Daytona	Planned	We Make Widgets Jacksonville		Building 1		Building 1		03/14/2019 11:50:53 AM	72.00
Jim Henson	Scheduled Maintenance	We Make Widgets Jacksonville	Bay Door 1	Shipping & Receiving		Shipping & Receiving		10/05/2020 09:35:46 AM	2.00
Mark Dude	Scheduled Maintenance	We Make Widgets Jacksonville	Boiler	Building 2		Building 2		10/05/2020 09:35:46 AM	2.00
Records Sele	ected:	8						Total	89.52

Did you find this helpful?



No

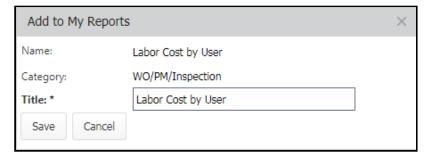
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Saved reports

In Asset Essentials, you can save frequently used reports to run quickly and easily again in the future. Saved Reports can also be scheduled to run on a recurring basis and automatically email you the results.

Saving a report

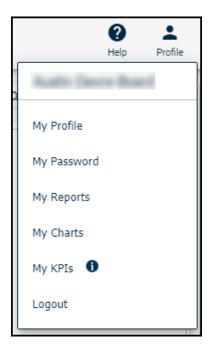
- After creating a report in Asset Essentials, click the star icon (*) at the top of the report screen.
- Enter a **Title** for the report in the Add to My Reports window.
- · Click Save.
- Click **OK** to confirm you want the report saved to your My Reports list.



• To view a list of reports you have saved, hover over your name in the upper right corner of the screen and select My Reports.

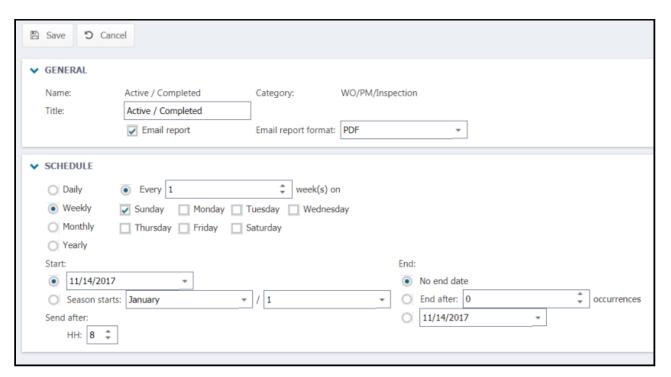
How to schedule a saved report to run automatically

• Click on the user icon in the upper right corner of the page, and select My Reports from the drop down menu.



- A list of your saved reports will appear here. Right-click on the saved report you need to schedule and select Edit.
- In the General section, enter a **Title** for the Report.
- Check the **Email Report** checkbox.
- Select the **Email report format**. You can choose either XLS (Excel) or PDF.
- In the Schedule section, choose whether you want to receive these search results Daily, Weekly, Monthly, or Yearly.
 - For **Daily**, you can choose a specific number of days to run the report or every weekday.
 - For Weekly, select which day(s) of the week you want to receive these report results.

- For **Monthly**, you can choose either the date (Ex: Day 15) of the month or you can choose the day of the week in the month (Ex: the first Monday of every 1 month). The monthly option also allows you to run this search every other month, once a quarter, etc. by changing the number in the box that precedes month. (Ex: the first Monday of every 3 months)
- For **Yearly**, you can choose either the month and day (Ex: January 5) of the year or you can choose the day of the week in the month (Ex: the first Monday of February).
- Choose the **Start** options for the recurring report. You can choose an exact date or the beginning of a season that starts on a specific day of the month.
- Choose the **End** options for the recurring report if you would like Asset Essentials to stop emailing you the report after a certain number of occurrences, or at the end of the season created in the start options. By default **No End Date** will be selected.
- Choose the hour of the day you would like the report to **Send after**. *Note: The hours here are given as military time. Ex: a selection of "14" means 2:00pm.
- Click Save.



Did you find this helpful?

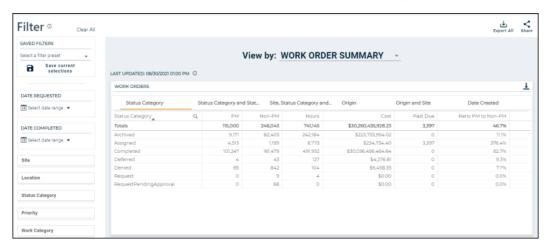


Back to Top

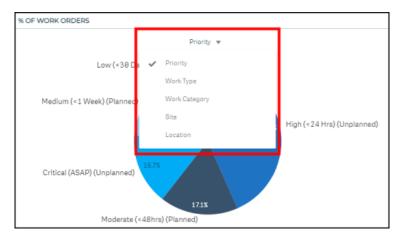
Dashboards

Analytics provides maintenance overview dashboards that allow you to drill down into your applications' data giving you a bigger picture into the work your organization is doing. *Note: Not all clients are eligible for Analytics. To learn if you are eligible, contact <u>Client Services</u>.

Your dashboard updates every morning with the current year's data through the previous day as well as two previous calendar years of data. You can see the Last Updated time stamp in the top left corner of your dashboard. *Note: Time shown is in Eastern time zone.



Within some dashboard tables you may be able to expand categories (3) to view a further breakdown of your data. Also keep an eye out for triangle icons (7) in the x- and y-axis titles of the dashboard charts. This indicates that there are other metrics that can be selected for that chart.



Maintenance dashboards

The Dashboard is the default view you will see when you access Analytics. To get back to it if you navigate away:

- 1. Click the Maintenance menu icon, then select Dashboard.
- 2. Use the View by: drop-down in the top center of the screen to select the dashboard you want to view.

Work Order Summary

This dashboard provides you with a summary of work order counts to view a snapshot of your operations across your organization.

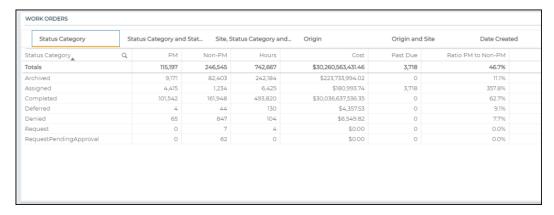
Work Orders

Click the tabs at the top of this section to view the available tables:

- Status Category: Work order counts by Status Category
- Status Category and Status: Work order counts by Status Category and Status
- Site, Status Category and Status: Work order counts by Site, Status Category and Status
- Origin: Work order counts for PM vs. Non-PM work
- Origin and Site: Work order counts by Origin and Site
- Date Created: Line graph that displays number of created work orders over time

How are these numbers calculated?

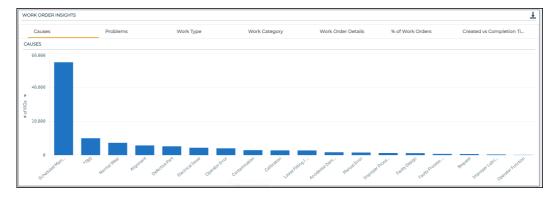
- Metrics for Status Category, Status Category and Status, and Site, Status Category and Status:
 - PM: Number of PM work orders (Origin Type is PM).
 - Non-PM: Number of Non-PM work orders (Origin Type is Non-PM).
 - Hours: Sum of total hours.
 - o Cost: Sum of total cost with tax.
 - Past Due: Count of the number of past due work orders. A work order is past due if the Status Category is "Assigned" and the Expected date on the work order is before the current day.
 - Ratio PM to Non-PM: Number of PM work orders divided by the number of Non-PM work orders.
- Metrics for Origin and Origin and Site:
 - Assigned: Number of work orders where Status Category is "Assigned".
 - Completed: Number of work orders where Status Category is "Completed".
 - **Percent Completed**: Number of work orders where Status Category is "Completed" divided by number of work orders where Status Category is "Assigned" or "Completed".
 - Hours: Sum of total hours.
 - Cost: Sum of total cost with tax.
 - Past Due: Count of the number of past due work orders. A work order is past due if the Status Category is "Assigned" and the Expected date on the work order is before the current day.



Work Order Insights

Click the tabs at the top of this section to view the available tables and graphs. Use the triangle icon ($^{\text{T}}$) in each graph to change what is being measured in the graph.

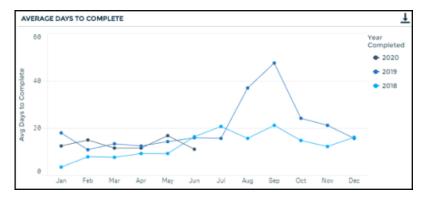
- Causes: Displays the number of work orders, total work order cost, or total work order hours by Cause.
- Problems: Displays the number of work orders, total work order cost, or total work order hours by Problem.
- Work Type: Displays the number of work orders, total work order cost, or total work order hours by Work Type.
- Work Category: Displays the number of work orders, total work order cost, or total work order hours by Work Category.
- Work Order Details: Table that displays individual work order data with important fields such as Site, Location, Origin, Status, and more.
- % of Work Orders: Pie chart that displays the percentage of work orders by Priority, Work Type, Work Category, Site, or Location.
- Created vs Completion Time: Line graph that displays the number of work orders that were created or completed during a specific hour of the day.



Workforce Overview

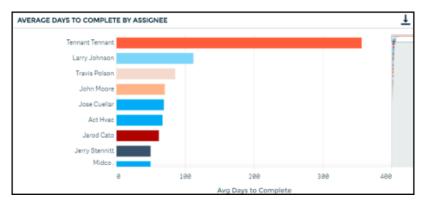
This dashboard gives insight into the allocation of work across your teams, their productivity, and how to increase efficiency at your organization.

Displays a trend showing the average number of days to complete work orders throughout the year.



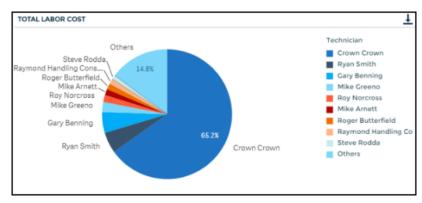
Average Days to Complete by Assignee

Displays the average number of days it takes to complete work broken down by assignee.



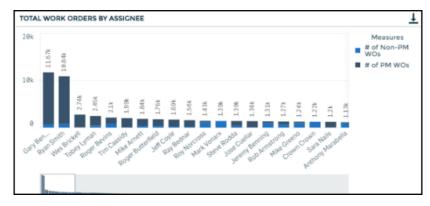
Total Labor Cost

Displays a pie chart showing the percentage of labor cost tracked, broken down by assignee.



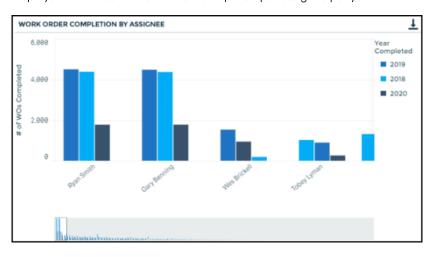
Total Work Orders by Assignee

Displays the total number of PM and non-PM work orders, based on the origin field, broken down by assignee.



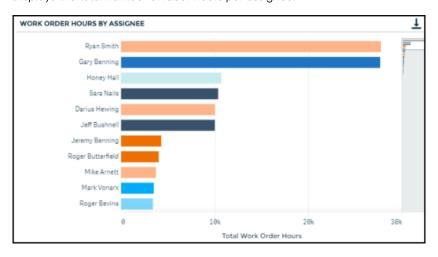
Work Order Completion by Assignee

Displays the number of work orders completed per assignee per year.



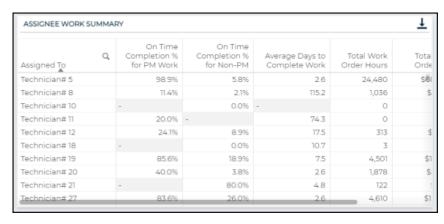
Work Order Hours by Assignee

Displays the total number of labor hours per assignee.



Assignee Work Summary

Displays the PM on time completion percentage, average days to complete non-PM work, total work order hours and costs per assignee.



Work Order Details by Assignee

Displays a table with work order details including the assignee and how many days it took to close the work order.



Asset Health Trending

This dashboard summarizes recent maintenance trends and asset characteristics to provide insight into how assets are performing, and which assets may need work and attention. We have included an Asset Health rank to enable you to prioritize attention to higher risk assets. This priority ranking is based on non-PM trends, critical non-PM trends, PM trends, and recent WO cost.

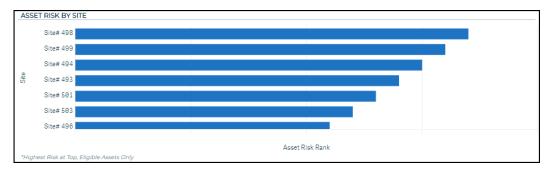
What is the eligibility criteria for an asset to have a priority ranking?

In order to receive an Asset Health rank based on each key component, there are certain eligibility criteria that need to be met by the asset.

- The eligibility criteria include assets that are up and functioning (based on keywords in the Asset Status field), assets with at least 12 months of work orders, and assets with at least 10 work orders over the last 12 months.
- If an asset is ineligible to receive an asset health rank, it will receive a rank of **Ineligible**. Even if an asset is ineligible to receive a ranking, you will still be able to click on any asset to view trends and KPIs, but those assets will not rise to the top of the Asset Health ranking list.

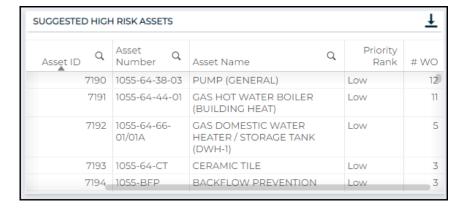
Asset Risk by Site

This chart provides a summary of the average Asset Risk rank by Site. The chart is sorted by highest average risk rank and allows you to filter into sites that have the highest risk assets.



Suggested High Risk Assets

Displays a list of assets prioritized by an Asset Heath rank that is based on the asset's recent maintenance history. The priority rank helps you to see which assets might be in need of major repair or replacement indicated by the amount of work done to the asset. The list is sorted by the priority rank and then secondarily sorted by the number of Work Orders.



Key Components in Asset Health Prioritization

The Asset Health rank is comprised of four components:

Non-PM Trend

- The Non-PM Trend component of the Asset Health ranking specifically considers the trend of non-PM maintenance over the past 12 months, as well as a seasonal comparison of non-PM over the past quarter, as compared to non-PM over the same quarter of the previous year (i.e., last quarter vs. 5 quarters ago).
- The text identifies if non-PM work orders for the selected asset have been **Trending Up** or **Trending Down/Steady**.

Critical Non-PM Trend

- The Critical Non-PM Trend component specifically focuses on the trends seen over the past 12 months in high priority work orders. Non-PM are deemed to be "Critical" if the work order priority field includes particular keywords, like "Emergency" or "Critical."
- The text identifies if critical non-PM work orders for the selected asset have been **Trending Up** or **Trending Down/Steady**.

- The PM Trend component analyzes whether or not an asset has ever had any preventative maintenance, or currently has PM schedules. It also considers the recent trends in both the quantity of PM, as well as the time it takes to complete PM work orders.
- The data from this component can be used to identify assets that have been deprioritized from a preventative maintenance perspective.
- The text identifies if there has been a **Favorable** pattern or **Unfavorable** pattern recently in PM work orders for the selected asset.

Recent WO Cost

- The Recent WO Cost component looks for recent, singular costs tied to work orders that are significant. In this case, significant means that they amount to a sizeable portion of the asset's value, which is determined by replacement cost. If replacement cost information is not available, it is determined by purchase price.
- If a significant Work Order cost is noted, this asset will be given a lower priority ranking, because that cost likely indicates that a major repair occurred. For example, if an asset is worth \$10,000 and recently receives a \$5,000 repair, it is reasonable to assume that a significant part of the asset was replaced, which should improve the asset's performance into the future.

 *Note: If there is no significant work order cost found, this component has no effect on the priority ranking.
- The text indicates if a singular work order cost for the selected asset was Significant or Not Significant.



Recent KPIs (Rolling 12 Months)

These key performance indicators provide a snapshot of the current maintenance trends. The KPIs represent the past twelve months and update as the data reloads. *Note: We recommend selecting one asset name and/or asset number when looking at these KPIs.

%Non-PM

- Shows the number of work orders over the last 12 months and the percentage of those that are non-PM work orders.
- These KPIs provide a quick look at how many work orders each asset has had and how many of those work orders have come from Non-Preventative Maintenance.
- KPI Goal: In most cases, depending on the asset's PM schedule, this percentage should be as low as possible.

% PM Completed

- Shows the number of PM work orders over the last 12 months and the percentage of those that are completed.
- These KPIs are meant to give you an idea of how the PMs for this asset are being prioritized and where gaps may be in your Preventative Maintenance plan.
- KPI Goal: Ideally, this percentage should be as high as possible.

Replacement Cost

- Shows the replacement cost of the asset, according to the replacement cost that appears on the asset page in AE, and the
 cost of non-PM work orders over the last 12 months. In this KPI, cost is based off of the Total Cost field from the Work
 Orders.
- These KPIs provide a quick comparison between how much money has been spent on non-PM (i.e., unanticipated) work, as compared to how much the asset is worth, if available. When this cost information is updated in AE, the data will be reflected in your analytics dashboard at the time of the next reload.

Average Days to Close

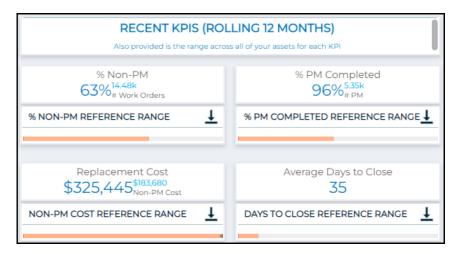
- Shows the average days it has taken to close work orders tied to the selected asset.
- This KPI is provides a snapshot of the length of time work orders tied to this asset are open.

Reference Ranges

There is a reference range below each KPI box, which compares a KPI to all of the other assets across your organization.

• The minimum and the maximum of the reference range is based on the minimum and maximum values for the KPI across all of your assets.

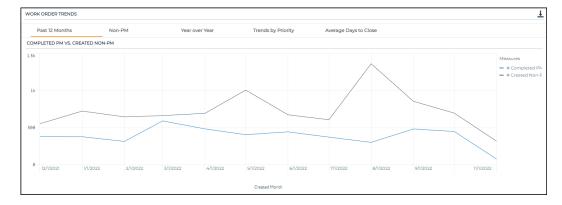
• The minimum and maximum values will update as you select different filters. For example, if you would like to compare an asset to all of the assets at one particular site, you will first need to select the site from the filters on the left side, and then select one asset at that site.



Work Order Trends

Displays a series of charts that allow you to dive deeper into the Asset Health priority components and visualize the recent trends associated with your assets. These charts will be most useful when a specific asset is selected.

- Past 12 Months: This chart displays the number of non-PM work orders and PM work orders an asset has had over the past 12 months.
- Non-PM: This chart shows the number of non-PM work orders an asset has had over the past twelve months, as well as an Upper Threshold and a Lower Threshold.
 - The thresholds are calculated by looking at the average number of non-PM work orders all assets in the same asset category have had and identifying the middle 50%, i.e., the 25th and 75th percentiles.
 - The thresholds serve to provide a better understanding of whether or not the number of non-PM work orders an asset has had is similar to the number of non-PM work orders similar assets have had.
- Year over Year: This chart provides a comparison of the number of work orders an asset has had by different years. On the yaxis, you can select to view Created Non-PM Work Orders or Completed PM Work Orders.
- Trends by Priority: This chart shows the work order counts over time by Work Order Priority.
- Average Days to Close: This chart shows the average days to close work orders over time by both PM and non-PM, side by side.

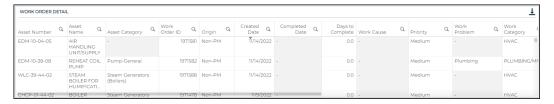


KPIs

Displays various KPIs by Asset, Site, Location, Manufacturer, and Supplier. Each table includes KPIs around asset value, total work order cost, work order counts, and work order completion.



This table displays all the work orders related to the selected asset and includes the date created, date completed, description of the work, and whether the work order was a PM work order or a non-PM work order. This data gives you the ability to dive deeper into the particular work orders associated with a selected asset.



Asset Detail

This table displays various pieces of asset information, including the Asset Category, Make, Model, Purchase Date, Asset and Replacement Cost, Warranty Expiration Date, Asset Status, and Criticality.



Machine Health Summary

This dashboard helps you gain insight into the health of your assets based on meter reading trends over time. The filters on the left side of the dashboard allow for the selection of different Asset Categories, Asset Names and Numbers, Meter Names and Numbers, Years, and Months. *Note: Machine Health Summary data is only available for clients with meter readings in Asset Essentials. Learn more about entering Meter Reading data in Asset Essentials.

Meter Value Read by Date Read

Select a **Meter** (Meter Name and/or Meter Number) and an **Asset** (Asset Name and/or Asset Number) in the filter section in order for the graph to populate. This line graph contains four trendlines:

- Value Read represents the meter readings at different points in time.
- Minimum Threshold represents the user-defined minimum threshold for the selected meter.
- Maximum Threshold represents the user-defined maximum threshold for the selected meter.
- Linear Trendline appears as a dashed line on the chart and represents the best-fit regression line.

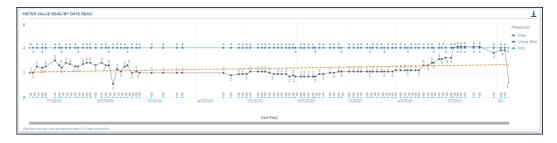
How to interpret the graph

The slope, or incline, of the linear trendline is used to highlight meters that may be steadily approaching the minimum or maximum thresholds. For example, a linear trendline may reveal an increasing trend over time, whereas on a day by day basis, it may be difficult to see that values are steadily increasing.

The points on the line graph can be used to easily see when the meter reading is outside the set minimum or maximum thresholds. For example, if a meter measures the temperature of a certain asset, and the meter reading temperature value is above the threshold maximum during a certain time period, further investigation into the related work orders during that time period may help uncover if the asset was functioning optimally or needed a repair. Meter reading values that fall outside of the set thresholds, especially at an increasing rate, may also be a helpful leading indicator that an asset could be about to fail, and some preventive maintenance may be beneficial.

How is the linear trendline calculated?

The linear trendline is derived by minimizing the sum of squared errors, or essentially minimizing the distance between the trendline and each actual value. The trendline is fit using the linear regression equation, y = mx + b.



Meter Reading Details

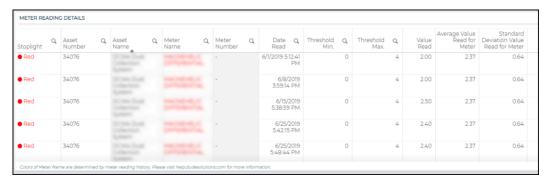
This table provides the raw data for the information displayed in the line graph. It displays several columns, including Asset Number, Asset Name, Meter Title Name, Date Read, Value Read, Threshold Min. and Threshold Max, as well as a color-coded status indicator. The average and standard deviation of the selected meter's readings are also calculated and shown at the end of this table.

The Meter Title Name is color coded as either red, yellow, or green. The color of the meter title reflects the relationship between the meter readings and the user-defined thresholds.

- Red •: The meter readings have exceeded the minimum or maximum thresholds in the past 365 days.
- Yellow •: The meter readings have not exceeded the minimum and maximum thresholds but the slope of the linear trendline is either greater than 0.5 or less than -0.5, indicating that there is either a steep increase or steep decrease, respectively. This helps to highlight assets that may be steadily approaching either the minimum or maximum thresholds.
- Green •: The meter readings are relatively stable. The values have not exceeded the minimum and maximum thresholds and the slope of the linear trendline is between -0.5 and 0.5, meaning the trendline is not too steep.

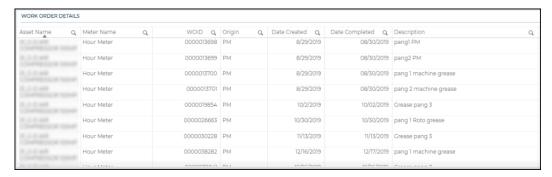
How are these numbers calculated?

- The Average Value Read for Meter column calculates the average value for the meter over all time. This can be used to compare individual meter readings to the overall average, especially the most recent readings.
- The Standard Deviation Value Read for Meter column calculates the standard deviation of the values read for the meter over all time. The standard deviation represents the amount of dispersion in a set of values. This statistic gives an estimate for how far individual meter reading values tend to be from the average meter reading value. Higher standard deviations indicate that the meter reading values tend to be more spread out, which could be useful in anticipating meters that may exceed threshold values. It is also worth noting that standard deviation tends to be more sensitive to outliers, or large spikes in the meter reading data, which could be used to highlight meters that have had significant spikes and need attention, even if they have not exceeded the user-defined thresholds.



Work Order Details

This table displays all the work orders related to the selected meter and includes the date created, date completed, description of the work, and whether the work order was a PM work order or a non-PM work order. This data gives you the ability to assess the amount of maintenance associated with an asset in light of the status of its associated meters. For example, assets that have meters that are in either red or yellow status may benefit from additional or more frequent preventive maintenance. You also have the ability to see if a preventive maintenance schedule was created in response to a meter exceeding one of the user-defined thresholds, based on the date of the meter reading and the date of the work order.



Site

This dashboard allows you view work order information at the site level to review operational effectiveness.

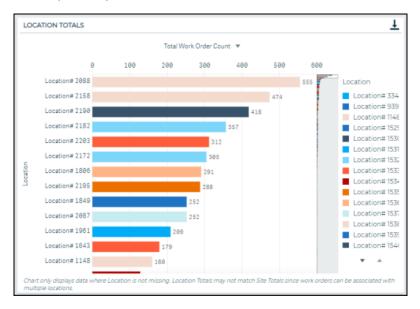
Site Totals

Displays the work order count by site. Use the triangle icon (*) to view total downtime, total work order cost, or total work order hours by site. *Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one site.



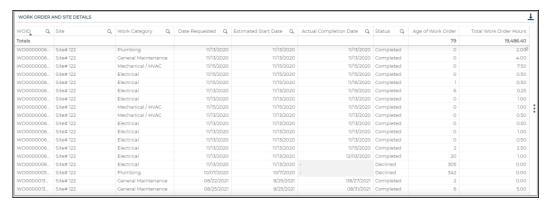
Location Totals

Displays the work order count by locations at the site. Use the triangle icon (*) to view total downtime, total work order cost, or total work order hours. *Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one site.



Work Order and Site Details

Displays a table with work order details including the age of the work order and the cost.



Site Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten Sites.

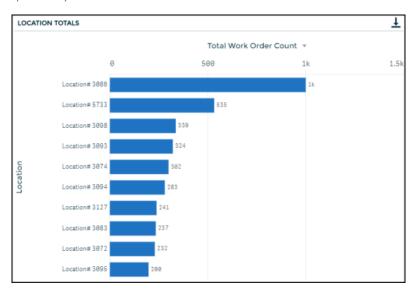
SITE COMPLETIO	, recompletion results														
Site	Q	Q. Year Completed	# Created	# Completed	Total Work Order Hours	Cost	Avg Days to Complete	# Reactive Completed	% RM Comp Week	# PM Completed	% PM Comp Month				
Totals			33,412	33,367	89,412.58	\$6,531,707.88	14	23,283	79%	10,129	79%				
Site# 93		2020	1	1	0.00	\$0.00	387	1	0%	0	-				
Site# 93		2019	3,948	3,945	11,660.40	\$1,163,079.87	23	2,547	74%	1,401	76%				
Site# 93		2018	15,577	15,562	36,267.43	\$2,616,101.45	14	11,153	78%	4,424	76%				
Site# 93		2017	5	5	2.00	\$84.58	-158	5	100%	0					
-		2020	1,843	1,836	4,725.86	\$346,321.64	14	1,243	81%	600	77%				
-		2019	12,038	12,018	36,756.89	\$2,406,120.33	12	8,334	82%	3,704	83%				

Location

This dashboard allows you to drill down to the location level to review operational effectiveness.

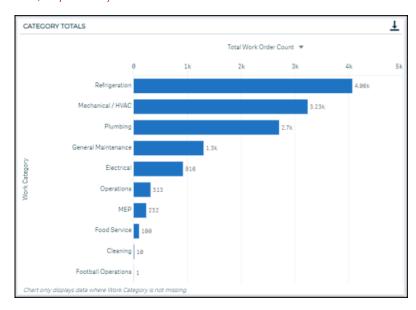
Location Totals

Displays the work order count by Location. Use the triangle icon (*) to view total downtime, total work order cost, or total work order hours. *Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one location.



Category Totals

Displays the work order count by Work Category. Use the triangle icon (*) to view total downtime, total work order cost, or total work order hours. *Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one location.



Work Order and Location Details

Displays a table with work order details including the age of the work order and the cost.

WORK OR	DER AND LOCA	ORK ORDER AND LOCATION DETAILS														
	woid Q	Site	Location	Q	Work Category	Q	Q, DateR	Estimated Start Q Date	Actual Q Completion Date	Status	Q	Age of Work Order	Total Work Order Hours	Cost		
Totals												24	90,751.33	\$7,138,765.48		
	1917059	Site# 93	Location# 3037		SPECIAL CREW		3/22/2019	3/22/2019	4/5/2019	Closed		14	0.50	\$14.02		
	1915272	Site# 93	Location# 3037		CUSTODIAL		2/7/2019	2/8/2019	8/2/2019	Closed		175	10.00	\$280.40		
	1914566	Site# 93	Location# 3037		PLUMBING/MM	1	1/28/2019	1/28/2019	1/31/2019	Closed		3	2.00	\$86.28		
	1914515	Site# 93	Location# 3037		SPECIAL CREW		1/25/2019	1/25/2019	1/28/2019	Closed		3	1.00	\$28.04		
	1914260	Site# 93	Location# 3037		SPECIAL CREW		1/16/2019	1/17/2019	1/25/2019	Closed		8	1.50	\$42.06		
	1813439	Site# 93	Location# 3037		ELECTRICAL		12/24/2018	12/24/2018	1/2/2019	Closed		9	2.00	\$129.42		

Location Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten Locations.

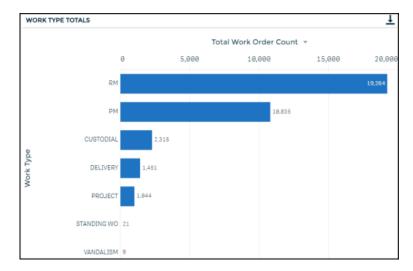


Type

This dashboard allows you to view work order information by work type to gain insight into what type of maintenance your organization is spending time on.

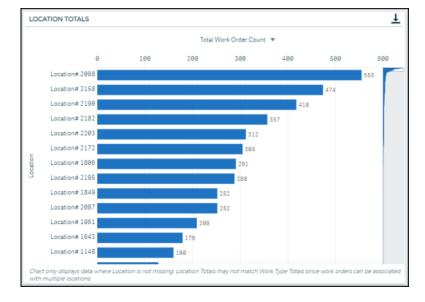
Work Type Totals

Displays the work order count by Work Type. Use the triangle icon (*) to view total downtime, total work order cost, or total work order hours.



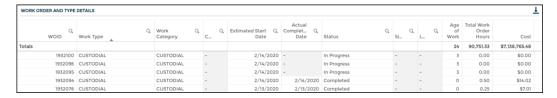
Location Totals

Displays the work order count by Location. Use the triangle icon (*) to view total downtime, total work order cost, or total work order hours. *Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one location.



Work Order and Type Details

Displays a table with work order details including the age of the work order and the cost.



Work Type Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten Work Types.

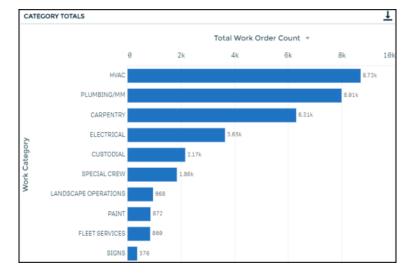


Category

This dashboard allows you to view work order information by category to gain insight into what categories of maintenance your organization is spending time on.

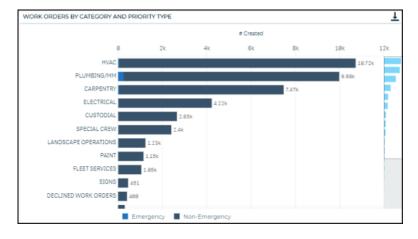
Category Totals

Displays the work order count by Work Category. Use the triangle icon (*) to view total work order cost.



Work Orders by Category and Priority Type

Displays the work order count by Work Category, broken down by Emergency and Non-Emergency work orders. Emergency work orders have a priority of Critical.



Work Order and Category Details

Displays a table with work order details including the age of the work order and the cost.



Work Category Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten Work Categories.

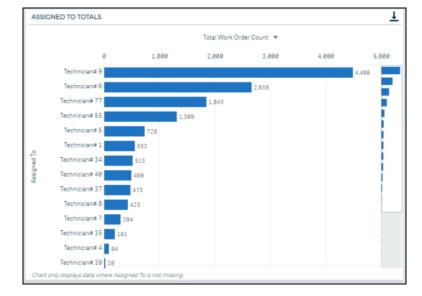


Team/Individual

This dashboard gives you insight into the allocation of work across your teams, their productivity, and how to improve efficiency at your organization.

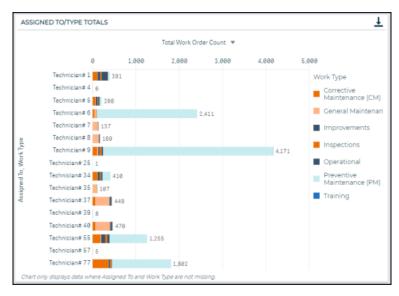
Assigned To Totals

Displays the work order count by Assigned To. Use the triangle icon (*) to view total downtime, total work order cost, or total work order hours. *Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one assignee.



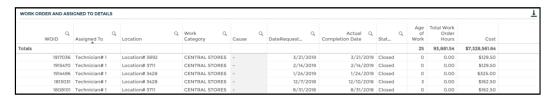
Assigned To/Type Totals

Displays the work order count by Assigned To and Work Type. Hover over a color to see the work order count for that specific Work Type. Use the triangle icon (*) to view total downtime, total work order cost, or total work order hours. *Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one assignee.



Work Order and Assigned To Details

Displays a table with work order details including the age of the work order and the cost.



Assigned To Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten assignees.

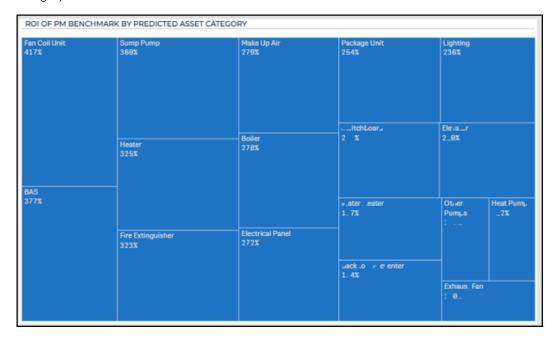


Asset

This dashboard provides information about which assets are requiring the most investment in time and money. You can also identify how planned maintenance can decrease downtime.

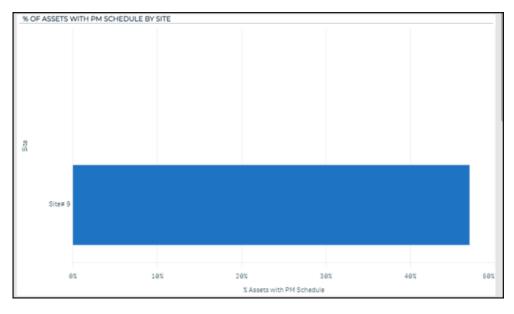
ROI of PM Benchmark by Predicted Asset Category

Displays the ROI of PM Benchmark for each predicted asset category. The information is displayed in a waterfall chart where the sizes of the boxes adjust based on how many assets you have in that category. The largest box corresponds to the predicted asset category with the most assets.



% of Assets with PM Schedule by Site

Displays the percentage of assets with a PM schedule by each site. This chart can help you understand which sites have the most assets with a PM schedule and which sites could benefit the most from a more enhanced PM program.



ROI of PM Benchmark Detail

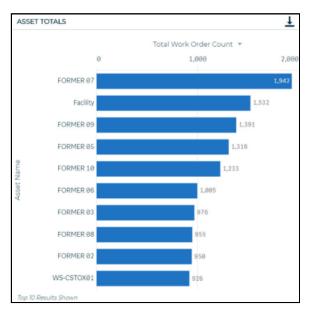
Displays a table with information on each asset, including:

- The asset's corresponding predicted asset category
- ROI of PM Benchmark
- Whether or not the asset has an active PM schedule
- The number of PMs the asset has had over the dashboard time frame
- The percentage of PMs that have been completed

AssetID Q	AssetName Q	Predicted Asset Category Q	ROI of PM Benchmark	PM Schedule Present?	# PM	% PM Completed
84	Automated External Defibrillator	N/A		Yes	7	0%
95	BackFlow Preventer	Backflow Preventer	184%	Yes	1	O%
27	Boiler	Boiler	278%	Yes	10	O%
28	Boiler	Boiler	278%	Yes	10	O%
46	Building Automation System	BAS	377%	Yes	1	O%
111	Dishwasher	N/A		Yes	2	O96
113	Elevator	Elevator	210%	Yes	5	O96
115	Elevator	Elevator	210%	Yes	5	O96
83	Emergency Exit Signs	N/A		Yes	8	O96
82	Emergency Lights	Lighting	236%	Yes	8	O%
107	Exhaust Hood	N/A		Yes	1	O%
41	Fan Coil Unit	Fan Coil Unit	417%	Yes	3	O96
59	Fan Coil Unit	Fan Coil Unit	417%	Yes	3	O%
57	Fan Coil Unit	Fan Coil Unit	417%	Yes	3	O96
	Fan Coil Unit DX Cooling	Fan Coil Unit	417%	Yes	2	O%
2	Fan Coil Unit DX Cooling	Fan Coil Unit	417%	Yes	2	O%
3	Fan Coil Unit DX Cooling	Fan Coil Unit	417%	Yes	2	O96
4	Fan Coil Unit DX Cooling	Fan Coil Unit	417%	Yes	2	0%

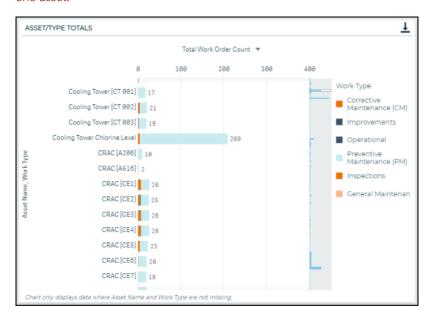
Asset Totals

Displays the work order count by Asset. Use the triangle icon (*) to view total downtime, total work order cost, or total work order hours. *Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one asset.



Asset/Type Totals

Displays the work order count by Asset and Work Type. Hover over a color to see the work order count for that specific Work Type. Use the triangle icon (*) to view total downtime, total work order cost, or total work order hours. *Note: The data reflected on this chart, when filtered to the Total Work Order Cost or Total Work Order Hours view, is split evenly for work orders tied to more than one asset.



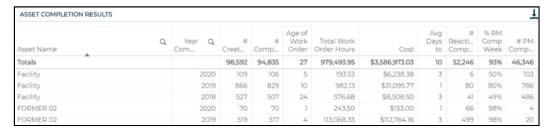
Work Order and Asset Details

Displays a table with work order details including the age of the work order and the cost.

WORK OR	WORK ORDER AND ASSET DETAILS																
	WOID Q	Asset Name	Q Location			Work Category	Q,	Q, Cause	DateRequest	ų,	Actual Com Date	Q,	Status	Q,	Age of Work Order	Total Work Order Hours	Cost
Totals	*														51	982,051.29	\$3,635,875.56
	123456789	F1D-Grinder	Locati	on# 400		Corrective Maintenance		Mechanical - Wear (Normal)	06-19-201	18	6/19/2	18	Completed		0	2.00	\$50.00
	0000127024	F-314	Locatio	on# 830		Planned Maintenance			02-01-202	0	-		Assigned		52	0.00	\$0.00
	0000127023	F-313	Locatio	on# 830		Planned Maintenance			02-01-202	0	-		Assigned		52	0.00	\$0.00
	0000127022 F-312 Location# 830 Planned Maintenance			02-01-202	0	-		Assigned		52	0.00	\$0.00					

Asset Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten Assets.



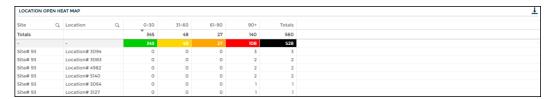
Open Work Orders

This dashboard shows open work order counts grouped by days aged, such as 0-30 days or 31-60 days, to identify barriers within your operations.

- Cells that are highlighted have over 5 open requests.
- Each column is highlighted with a different color to indicate the increase in time.
- The Totals column is highlighted when there are over 20 requests.
- Open requests include work orders that display any of the following keywords in the Status field: "In Progress", "Open", "New", "Approve", or "Incomplete".

Location Open Heat Map

Displays a count of work orders, sorted by Location, that have been open for a specific number of days, such as 0-30 days or 31-60 days.



Work Category Open Heat Map

Displays a count of work orders, sorted by Work Category, that have been open for a specific number of days, such as 0-30 days or 31-60 days.



Cause Open Heat Map

Displays a count of work orders, sorted by Cause, that have been open for a specific number of days, such as 0-30 days or 31-60 days.

CAUSE OPEN HEAT MAP $\underline{\downarrow}$											
Cause	Q	0-30	31-60	61-90	90+	Totals					
Totals		345	48	27	140	560					
-		343	46	27	138	554					
Calibration		1	0	0	2	3					
Scheduled Maintenance		1	1	0	0	2					
Equipment Wear		0	1	0	0	1					
Alignment		0	0	0	0	0					
Unknown		0	0	0	0	0					

Work Type Open Heat Map

Displays a count of work orders, sorted by Work Type, that have been open for a specific number of days, such as 0-30 days or 31-60 days.

WORK TYPE OPEN HEAT MAP <u>↓</u>										
Work Type	Q	0-30	31-60	61-90	90+	Totals				
Totals		345	48	27	140	560				
PM		203	24	7	20	254				
RM		84	21	12	64	181				
PROJECT		22	2	6	41	71				
		21	0	0	0	21				
CUSTODIAL		10	1	0	2	13				
STANDING WO		0	0	0	n	11				
DELIVERY		5	0	2	2	9				

Problem Open Heat Map

Displays a count of work orders, sorted by Problem, that have been open for a specific number of days, such as 0-30 days or 31-60 days.



Work Order Details Open Heat Map

This table displays open work order details and shows which day range each work order falls into, such as 0-30 days or 31-60 days.

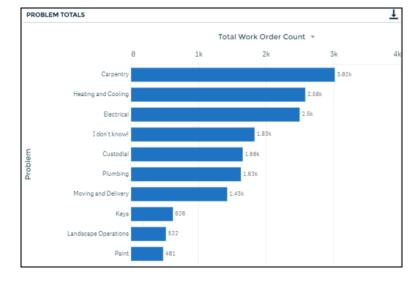


Problem

This dashboard helps you to learn more about the problems associated with work orders to determine trends in maintenance needs.

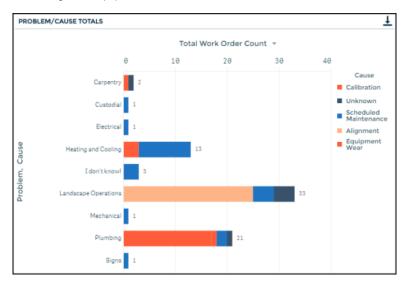
Problem Totals

Displays the work order count by Problem. Use the triangle icon (*) to view total work order cost.



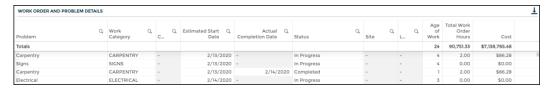
Problem/Cause Totals

Displays the work order count by Problem and Cause. Hover over a color to see the work order count for that specific Cause. Use the triangle icon (*) to view total downtime, total work order cost, or total work order hours.



Work Order and Problem Details

Displays a table with work order details including the age of the work order and the cost.



Problem Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten Problems.

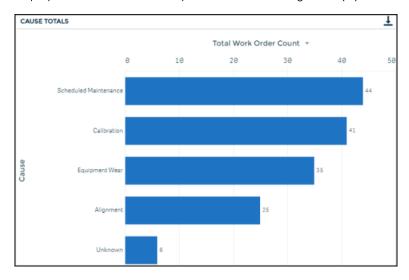


Cause

This dashboard allows you to learn more about the causes associated with work orders to determine trends in maintenance needs.

Cause Totals

Displays the work order count by Cause. Use the triangle icon (*) to view total work order cost.



Cause/Category Totals

Displays the work order count by Cause and Work Category. Hover over a color to see the work order count for that specific Work Category. Use the triangle icon (*) to view total downtime, total work order cost, or total work order hours.



Work Order and Cause Details

Displays a table with work order details including the age of the work order and the cost.



Cause Completion Results

Displays a table with work order completion details for different calendar years. It only includes completed work orders for the top ten Causes.

CAUSE COMP	AUSE COMPLETION RESULTS ±													
Cause	Q	Year Q Completed	# Created	# Completed	Total Work Order Hours	Cost	Avg Days to Complete	# Reactive Completed	% RM Comp Week	# PM Completed	% PM Comp Month			
Totals			33,412	33,367	89,412.58	\$6,531,707.88	14	23,283	79%	10,129	79%			
Alignment		2020	1	1	1.00	\$13.79	1	0	-	1	100%			
Alignment		2019	23	23	258.50	\$8,094.49	13	0	-	23	87%			
Calibration		2020	2	2	35.00	\$482.65	50	0	-	2	0%			
Calibration		2019	27	27	416.25	\$7,924.11	41	0	-	27	44%			
Calibration		2018	7	7	67.50	\$1,062.05	13	0	-	7	86%			

Task

This dashboard displays information around your organization's maintenance tasks and helps ensure failing tasks receive appropriate follow up. It makes it easier to identify commonly failed tasks or tasks that are fixed frequently. Identifying these tasks

can help your organization make data informed decisions to alter maintenance schedules or consider replacement of asset components for better performance and longevity.

Task KPIs

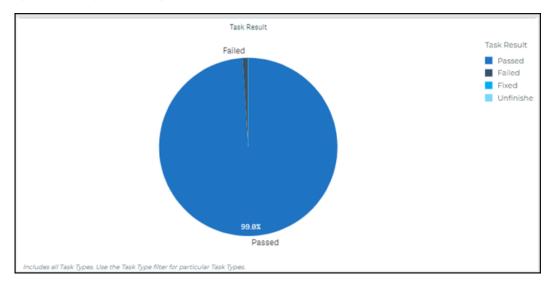
These key performance indicators provide a snapshot of the current trends associated with your organization's tasks.

- Organization Fail %: This KPI shows the percentage of failed tasks across all work orders. This KPI is static, even if specific work orders are selected. It can serve as a comparison to the failure percentage of a specific work order by selecting one work order and looking at the KPI directly below. This KPI will update if other filters are selected, such as site, asset, or a date range. *Note: This KPI only considers Pass/Fail Tasks.
- % Failed on PM: This KPI shows the percentage of failed tasks across all PM work orders. This KPI is also static, even if specific work orders are selected. It will update though if other segments are selected, like site, asset, or a specific date range. *Note: This KPI only considers Pass/Fail Tasks.
- % Failed: This KPI shows the percentage of failed tasks for any selected work orders. If no work orders are selected, it will display the percentage of failed tasks for all work orders and will match the KPI above. *Note: This KPI only considers Pass/Fail tasks
- % Completed: This KPI shows the percentage of tasks that have been completed and will update to reflect any selected filters. This KPI considers all task types, so it is necessary to filter by certain task types if you would like to see the percentage completed for only certain tasks.



Task Result

This chart shows a breakdown of the results associated with your organization's tasks. The chart includes all task types and will update with any filters that you select.



Task Detail

This table shows the detail related to your organization's tasks. It includes information around the work orders and associated tasks, including the task name, task description, task type, task result, notes, any associated assets, and whether or not the task was complete.



Work Order Detail

This table shows the detail related to your organization's work orders. It includes information around the work orders, including work order status, work order type, the number of associated tasks, the date estimated vs. completed, the associated user, the work requested, and information on associated work orders (parent and child). Selecting one work order will update both the Task and Work Order Detail tables and allow you to do a deep dive into all task and work order details.



Did you find this helpful?



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Forecast

Forecast is a dashboard that analyzes your historical data to provide an expectation of your future workload. The forecasts present a twelve month projection of your Created Work Order metrics and your Completed Work Order metrics. This will help you to budget and plan with confidence by using your historical data to guide conversations within your organization about allocating funds where they are needed most. *Note: Not all clients are eligible for Analytics. To learn if you are eligible, contact Client Services.

The forecasts are driven by patterns found in your work order data over the previous 36 months, including:

- Evidence of an upward or downward trend over time
- Seasonal influence (For example, high volumes in August)
- · Historical volatility



Glossary

- Forecast: An estimation of a future trend.
- Series: Refers to a time series, which is a series of data points listed in order by time.
- Model: Refers to a statistical or mathematical model. In its most general form, a model is a representation of something. In the mathematical context, a model is usually an equation that describes a relationship and make an estimation of an unknown data point. In this case, the models describe the relationship between work orders in the past to estimate work orders in the future.
- MAPE (Mean Absolute Percent Error): A metric commonly used to determine the accuracy of a forecast. It is calculated by taking the average of the absolute percent error comparing the modeled value to the actual value for each time period.
- Eligibility: Refers to whether or not a client's data meets the necessary criteria to have a forecast. Any data series can be used to produce a forecast, but the eligibility criteria are in place to help determine which forecasts are trustworthy representations of the data.
- Dashboard Statistics: Metrics that summarize and compare work order counts over the last twelve months to forecasted work order counts over the next twelve months.
- Trending Display: A chart that shows the pattern in both the past twelve months of work order data, as well as the next twelve months of data forecasts.

Eligibility

The goal of the forecast is to generate predictions that will be as close as possible to the actual values over the next twelve months. Therefore, we have implemented eligibility criteria that must be met to receive a forecast. Ineligibility to receive the forecast is typically driven by one of the following criteria:

- Not enough data There must be 36 months of historical data. If there is one month missing for any reason, a forecast will not be created.
- Extreme Values/Structural Changes Accounts will be ineligible if a series includes large spikes or odd patterns because these can influence the forecasts going forward.
- Weak patterns We use the MAPE (Mean Absolute Percent Error) statistic to select models that identify strong statistical patterns. Setting a
 MAPE threshold helps to provide forecasts that we are confident in.

We choose strict eligibility criteria in order to provide reliable forecasts. However, we also refresh the forecast every month to provide as many up to date forecasts as possible. Eligibility criteria for created work orders is separate from eligibility criteria for completed work orders, meaning that you can be eligible for one and not the other. The reference date in the table on the dashboard indicates the date that the forecast begins. The reference date will always represent the most recent date that you were eligible to receive a forecast. Also, you can have different reference dates for each forecast. For example, if in April 2020 you were eligible for both

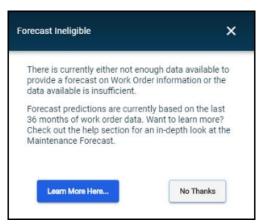
forecasts, but when the model was run again in May 2020, your completed work orders were missing which made you ineligible for your completed work order forecast in May 2020. Your dashboard would then show the completed work order forecast for the months of April 2020 through March 2021 and your created work order forecast for the months of May 2020 through April 2021.



If you are ineligible for one forecast, the statistics and trending information will have values of "N/A" as shown below.



If you are ineligible for both forecasts, you will receive the following message.



Dashboard

Bright Idea:

The forecast values are based solely on statistically significant patterns found in the historical data. It does not specifically take into account external factors, like business strategy changes, unexpected emergencies, or system updates, though the effect that these have on the historical data can influence the forecasts. We take steps to ensure that the models we use display strong accuracy metrics on the past data, but cannot say with certainty that they will be accurate into the future. It is worth noting that the effect of the COVID-19 pandemic on created and especially completed work orders may influence forecasts into the future, but forecasts will continue to be refreshed monthly and the forecasts will adjust as new workflow patterns emerge and begin to normalize.

The Maintenance Forecast dashboard includes the following:

- · A short overview of the Maintenance Forecast
- · Statistics and trends for created work orders
- Statistics and trends for completed work orders
- A table detailing the created and completed work order metrics

The forecasts are refreshed on a monthly basis, so that the projections take into account any recent changes in the historical data.

Statistics

The statistics include a rolling sum, rounded to the thousands of the previous twelve months, the next twelve months according to the forecast, and the percentage change between those two metrics. *Note: Since the statistics are rounded to the thousands, it may appear that there is no shift if the values match, but from a work order count perspective, there may actually be a shift in percentage. For precise work order counts, see the Work Order History and Forecast Table below.

Created Work Orders



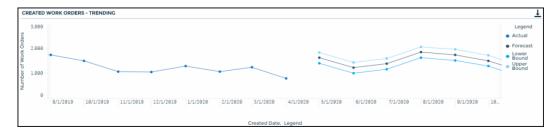
Completed Work Orders



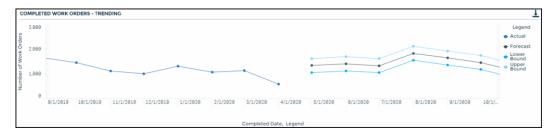
Trending display

The trends include the past twelve months and the forecast for the next twelve months, as well as a lower bound and an upper bound. The lower bound and the upper bound represent an 80% prediction interval around the forecast. This can be interpreted as an interval within which we expect the true value to fall with an 80% probability, as long as historical trends continue.

Created Work Orders



Completed Work Orders



Work Order History and Forecast

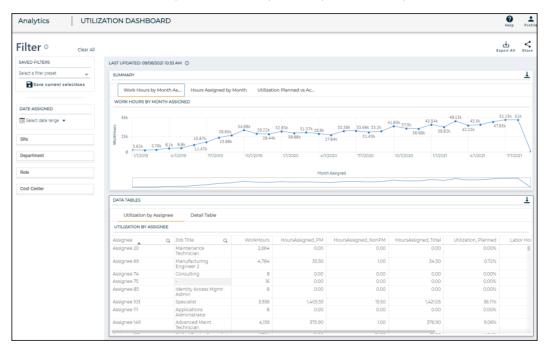
This table includes the specific metrics for created and completed work orders. It also references the forecast start dates for those metrics. For example, if the Created Forecast Start Date is May 1, 2020, this means the past 12 months includes data from May 1, 2019 through April 30, 2020 and the next 12 months forecast includes data from May 1, 2020 through April 30, 2021.



Utilization dashboard

The Utilization Dashboard allows you to see your organization's utilization as whole as well as a utilization rate for each of your assignees or employees. You can see an aggregate view of an employee's planned utilization compared to their actual utilization. The utilization rate for each date that work was assigned to your employee will also be displayed. *Note: Not all clients are eligible for Analytics. To learn if you are eligible, contact Client Services.

Your dashboard updates every morning with the current year's data through the previous day as well as two previous calendar years of data. You can see the Last Updated time stamp in the top left corner of your dashboard. *Note: Time shown is in Eastern time zone.



Utilization dashboard

To access the Utilization Dashboard, click the Maintenance menu icon, then select Utilization Dashboard.

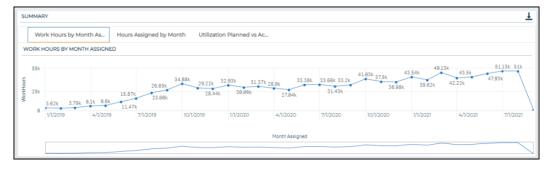
How are these numbers calculated?

- An employee's planned utilization is a calculation of their estimated labor hours divided by the number of hours an assignee is supposed to work each day, based on their work shift in Asset Essentials.
- The estimated labor hours are generated from the estimated hours field for an employee's assigned work orders.
- An employee's actual utilization is defined by a calculation of labor hours logged divided by the number of hours an assignee is supposed to work each day based on their assigned work shift in Asset Essentials.

Summary

Click the tabs at the top of this section to view the available charts:

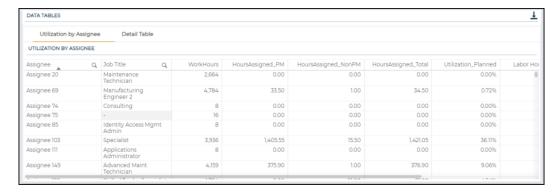
- Work Hours by Month Assigned: Total work hours assigned by month.
- Hours Assigned by Month: PM and Non-PM assigned work hours by month.
- Utilization Planned vs Actual: Visualization of planned utilization vs. actual utilization by month.



Data Tables

Click the tabs at the top of this section to view the available tables:

- Utilization by Assignee: Displays a summary by assignee of their total hours and overall utilization.
- **Detail Table**: Displays a more granular view of each assignees hours worked, broken out by each individual date that work was assigned to them.



Did you find this helpful?



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Part D - Sample of Training Materials

Asset Essentials for Education

Asset Essentials is a cloud-based software that enables you to assign and track the progress of all maintenance activities, manage equipment uptime and reliability, increase productivity, and streamline operations.



Transitioning from MaintenanceDirect to Asset Essentials? Click here to view helpful information for managing this change.

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- <u>COVID-19 tips Optimize program</u> <u>resources</u>

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- <u>Using the planner</u> <u>Using the task library</u>
- Using task books

Safety programs

- Adding a safety program
- · Updating safety programs
- Managing safety programs
- Printing safety programs
- Exporting safety programs

Audit/Inspection programs

- Adding an audit/inspection program
- Managing audit/inspection programs
- Printing audit/inspection programs
- Exporting audit/inspection programs

Incidents

- Adding an incident
- · Printing incidents
- Exporting incidents

Reporting

- Asset reporting
- Assets analyzer
- User reporting
- Work order reporting
- Work order analyzer
- WO labor reporting PM reporting
- Calendar reporting
- Project reporting
- Budget reporting
- Region analyzer

- Printing users
- Exporting users

- Adding and returning parts and purchases on a work order
- Adding meter readings to a work order
- Adding equipment usage to a work order
- Adding attachments to a work order
- Managing tasks on a work order
- Managing offline data
- Managing assets
- Managing audit/inspections

Mapping

- Using the Esri map
- Using the Esri map on mobile
- Tracking breadcrumbs

- Safety program reporting
- Incident reporting
- Saved reports
- · Creating charts
- <u>Creating KPIs</u>
- Building reports from summary views

Analytics

- Accessing Analytics for Asset Essentials
- · Filtering, exporting, and sharing
- Dashboards
- KPIs
- Forecast
- Executive summary
- Utilization dashboard
- Inventory dashboard
- <u>User access management</u>

Product integrations

- Work requests created from Energy Manager O&M activities
- Work requests created from Event Manager tasks
- Work requests created from CapitalForecastDirect need

Add-on purchase features

The features listed below are available to Asset Essentials clients for an additional cost. Please contact your Sales Representative or Client Services if you are interested in purchasing any of these features.

Connector Tool

- <u>Downloading and logging into the Connector Tool</u>
- Exporting and importing data
- Mapping filters and format
- Automating the Connector Tool
- CSV editing with Excel

GIS asset management

- GIS FAQs
- GIS map settings
- · GIS layers sync
- Creating mobile profiles
- Self hosting best practices
- Creating GIS data from Asset Essentials
- Quick work orders button
- Setting up breadcrumbs
- Tracking breadcrumbs

Smart Assets

- <u>Getting started with Smart Assets</u>
- <u>Accessing the Smart Assets</u> <u>dashboard</u>
- Work orders from Smart Assets
- Smart Assets documentation

Parts & POs

Parts and kits

- Creating parts storage
- Adding a part
- Associating parts with assets
- <u>Updating parts</u>
- Adding physical counts
- Printing parts and barcodes/QR codes
- Exporting parts
- Adding and returning parts on a work order
- Exporting WO parts
- Adding a kit
- Exporting kits
- <u>Managing parts in the mobile app</u>

Inventory

- <u>Inventory summary</u>
- Issue part transaction
- Receive part transaction
- Receive part transaction on Mobile
- Transfer part transaction
- View inventory transactions

POs

- Adding a PO
- Processing POs
- Updating POs
- Printing POs
- Exporting POs

Supplier management

- Adding a supplier
- <u>Updating suppliers</u>
- Exporting suppliers

Parts & POs reporting

- Parts reporting
- WO parts reporting
- WO parts analyzer
- PO reporting

PartExpress

Contact Client Services to activate this feature

- <u>Downloading and logging into</u> <u>PartExpress</u>
- · Checking out parts
- Checking in parts

Life cycle of a work order

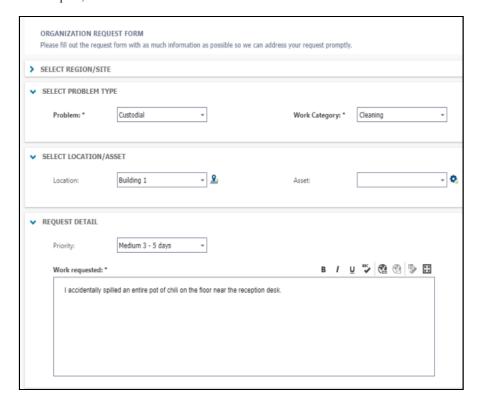
Asset Essentials provides you with a variety of ways to create the most streamlined work flow process for your organization. The life cycle of a work order will vary depending on how your account has been configured. This is an example of the life cycle of a work order, starting as a request, all the way through completion.

Watch the video tutorial:



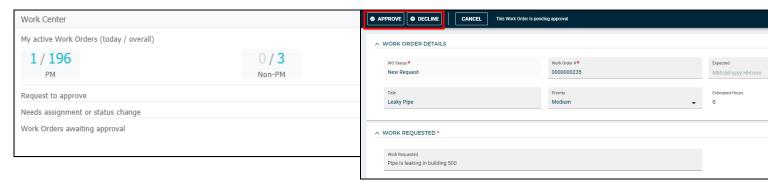
Request is submitted

- A staff member at your organization notices something that needs addressing, such as a spill, a machine that stopped working, or a light bulb that needs changing.
- The staff member logs into their Requester account in Asset Essentials to fill out and submit the request form including the location of the work request, as well as the details of what needs to be done.



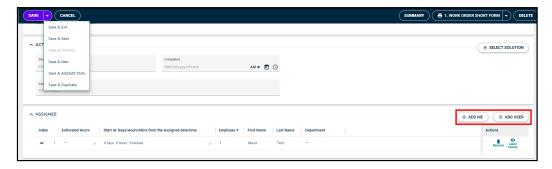
Request is approved

- After the request is submitted, the Facilities Manager receives a notification that a work order is awaiting her approval. *Note: To receive email notifications, proper routing rules and email notification subscriptions must be set up.
- The Facilities Manager logs into Asset Essentials and clicks on the number next to Work Orders awaiting approval from her dashboard.
- After reviewing the details of the request, the Facilities Manager approves the work order.



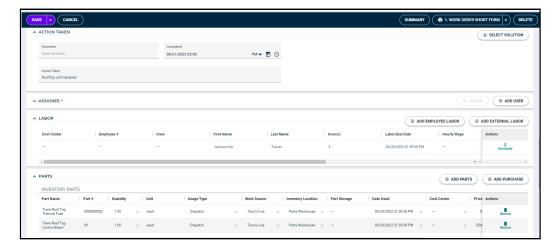
Work order is assigned

- After the work order is approved, the Maintenance Supervisor receives the work order.
- The Maintenance Supervisor adds additional information to the work order, such as expected completion date, work category, cause, and priority.
- Then the Maintenance Supervisor assigns the work order to a Technician and saves the work order.



Work order is completed

- The technician receives a notification that he was assigned a work order.
- He logs into Asset Essentials, either on a computer, or on the mobile app.
- The tech reviews the details of the work order, and changes the status of the work order to In Progress.
- · After the job is complete, the technician adds additional information to the work order, such as action taken, labor time, and equipment used.
- Then, the technician changes the status of the work order to Completed, and saves the work order.
- This will send the staff member who submitted the request a notification that the work has been done.



Did you find this helpful?

Yes <u>No</u>

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Adding labor on a work order

You can add Labor Entries to a work order when editing the work order, using the Work Order Summary page, or you can enter multiple Labor Entries on multiple work orders by using the WO Labor page.

Adding labor from the work order form

Watch the video tutorial:

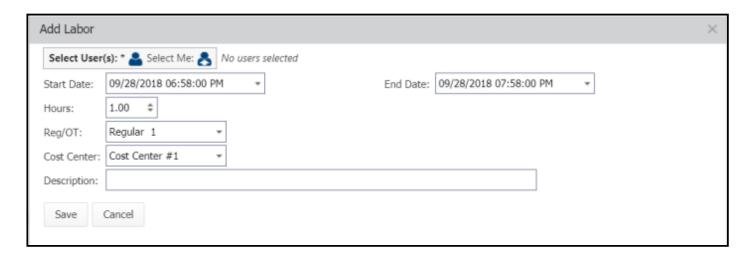


- Click on the Work Orders menu icon, then select Work Orders.
- Right-click on a work order record and select Edit.
- In the Labor Entries section, click the **Employee Labor** button if you are adding labor for an internal employee. If you need to add labor for an individual that does not work for your organization, click the **External Labor** button.



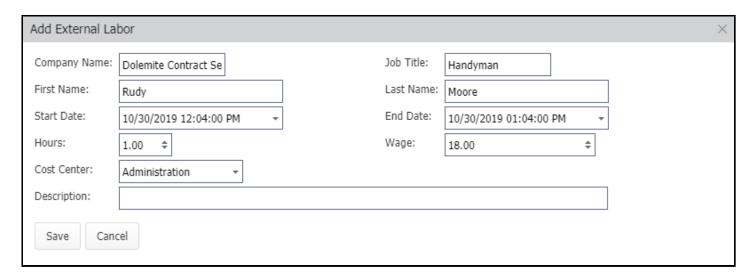
Adding employee labor

- Click the **Add Employee Labor** button.
- The Add-Edit Labor form will appear in a pop-up.
- Select the User you are entering labor for by clicking the Select User icon () and choosing the user from the select user window or click the Select Me icon () to automatically select yourself.
- Record when the labor began in the **Start Date** field.
- The **End Date** will automatically be populated with the current date and time, but can be adjusted as needed.
- The **Hours** field will calculate based on the start and end dates entered.
- Choose the type of labor in the **Reg/OT** field. The **Sub total(\$)** field on the work order will calculate based on the Hours field and the Wage that was entered in the user's profile.
- Enter a **Description** if necessary.
- Click **Save** to record the labor entry.
- Once added, you can click the labor transaction to either **Edit** or **Delete** the labor entry.



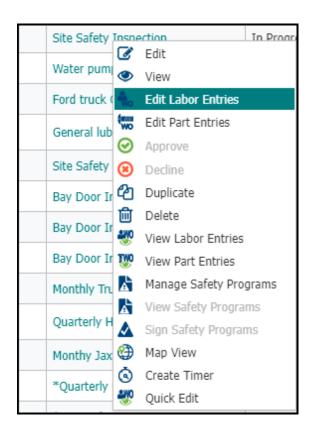
Adding external labor

- Click the Add External Labor button.
- The Add-Edit External Labor form will appear in a pop-up.
- Enter the appropriate information into the Company Name, Job Title, First Name, and Last Name fields.
- Record when the labor began in the **Start Date** field.
- The **End Date** will automatically be populated with the current date and time, but can be adjusted as needed.
- The **Hours** field will calculate based on the start and end dates entered.
- Enter the **Wage**. The total cost of the labor will automatically calculate once the record has been saved.
- Type a **Description** if necessary.
- Click **Save** to record the labor entry.
- Once added, you can click the labor transaction to either **Edit** or **Delete** the labor entry.



Adding labor from the work order summary page

- Click on the Work Orders menu icon, then select Work Orders.
- Right-click on a Work Order record and select Edit Labor Entries.



- In the New section at the bottom of the page you will see five rows to enter labor for the Work Order.
- Click the **Add** button and then choose from the following options:
 - **Myself** This will add a labor entry in the New section with your employee information filled in.
 - **Assigned To** This will add a labor entry in the New section for each user who is assigned the Work Order.
 - Users This will bring up the Select User window. Once you select a user(s), this will add a labor entry in the New section with the user's information.
 - Quick Labor Entries This will add five additional blank labor entry rows to the New section.
 - External Users This will add five labor entry rows in the New section with the Employee # listed as "External User."
- Fill out the remaining fields on the labor entry.
- Click **Save** at the top of the page. Any labor entries entered in the New section will now appear in the Added section.

Adding labor from the WO labor page

If you need to add multiple Labor Entries to multiple work orders at one time, you can do so on the WO Labor page.

- Click on the Work Orders menu icon, and then select WO Labor.
- Click the **New** button.
- If you are entering labor for an internal user:
 - Begin typing and select the **Work Order** # in an empty labor entry row in the **Internal Users** section. This will populate the Work Order information. **Note: You must enter at least three characters in order for a list of matching work orders to display for selection.*
 - Begin typing and select the **Employee** #. This will populate the Employee's information. *Note: You must enter at least three characters in order for a list of matching employee

numbers to display for selection.

- If you are entering labor for an external user:
 - Begin typing and select the **Work Order** # in an empty labor entry row in the **External Users** section. This will populate the Work Order information. *Note: You must enter at least three characters in order for a list of matching work orders to display for selection.
 - Type in the external user's information in manually.
- Click Save & Exit.

Did you find this helpful?

<u>Yes</u>

<u>No</u>

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Adding an asset

An asset is an object or physical entity that requires periodic inspection, maintenance, or repair. Assets could include:

- Mechanical equipment, such as HVAC equipment, pumps, heat exchangers, and boilers
- Mobile equipment that has no fixed location, such as vehicles
- Buried pipes, valves, and vaults or subsurface structures

Watch the video tutorial:



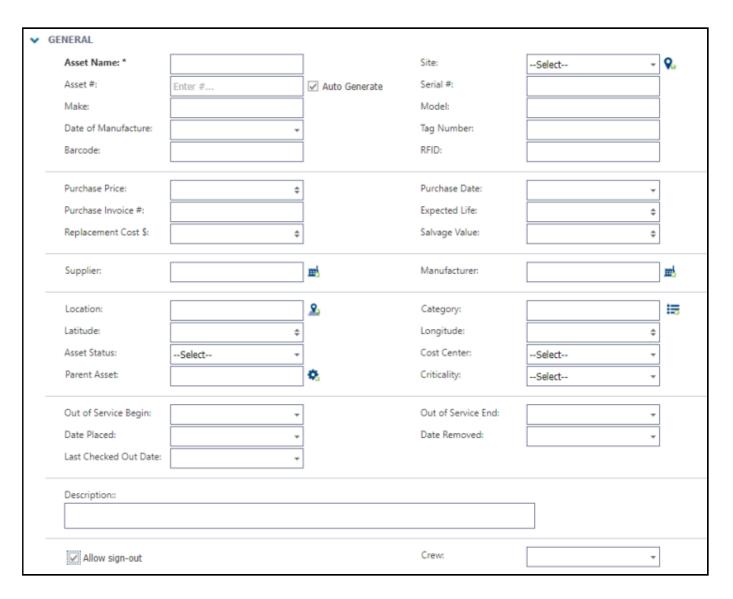
How to add an asset

- Click on the **Assets** menu icon, then select **Assets**.
- · Click on New.

General

The General section contains the most detailed information for your Asset.

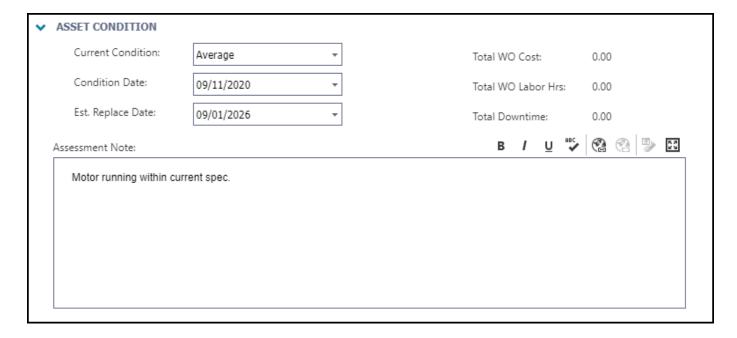
- Enter any applicable information you can here, including Asset Name, Asset #, Make and Model information, Purchase information, as well as Asset Status, Asset Condition, and Criticality. *Note: The Purchase Date, Purchase Price, Replacement Cost, Expected Life and Salvage Value fields provide the necessary data to allow Asset Essentials to calculate important management functions like life cycle analysis and remaining expected life.
- If you plan to <u>print barcode labels</u> for your assets, enter a **Barcode** number.
- We recommend selecting a **Category** for your Asset. *Note: Categories are fully customizable and are an important aspect of organizing Assets and Parts. To learn more about how to set up Categories in your account, see <u>Adding Categories</u>.
- In order to allow for this asset to be "checked out" or assigned to a Crew, check the box next to Allow sign-out.
- Select a Site and Location to determine where the asset is located. *Note: If the Site or Location has an address associated with it, any work order tied to this asset will automatically plot a point on the Esri map based on the address.



Asset Condition

Use this section to track the condition of your asset.

- Select the **Current Condition** from the drop-down menu.
- Select the Condition Date and Est. Replace Date from the drop-down menus.
- The **Total WO Cost**, **Total WO Labor Hrs**, and **Total Downtime** will be calculated and displayed in these fields automatically.



Warranty tracking

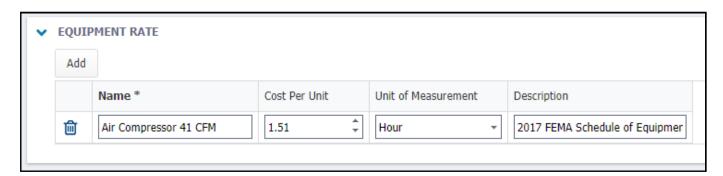
Use this section to track any warranty information for this asset.

- Enter the Warranty Title.
- Select the **Warranty Expiration Date** from the pop-up calendar.
- Click the vendor icon () and select the **Warranty Vendor** by clicking the plus sign icon () next to the vendor name.

Equipment Rate

This section allows you to define the operating costs for this Asset. *Note: To use the Equipment Rate feature, Allow sign-out must be checked in the General section.

- Click the Add button.
- Enter the Name of the Rate.
- Enter the Cost per Unit.
- Select the **Unit of Measurement** from the drop down menu.
- Type a **Description** if necessary.



Assigned to

Use this section if responsibility for asset maintenance falls to the same person(s) regardless of frequency. This will automatically assign a work order with this asset to the selected users if the Work Order template has been set up to assign from the Source Asset/Location/Site.

• Click the **Select User** or **Select Me** icons at the top to either select yourself or another user whose information is already populated in Asset Essentials.

Emergency

Use this section to assign person(s) to be notified of emergency conditions for the asset.

- Click the **Select User** or **Select Me** icons at the top to either select yourself or another user whose information is already populated in Asset Essentials.
- Click **Add** to type in an assignee's information manually.

Associated assets

Complex Assets may be linked to other assets. Use this section to identify those other Assets.

• Click on the **Select Asset** gear icon to select an Asset(s) to list here.

Notes

This section gives the opportunity to add various notes to the Asset.

- Enter general notes, as well as Tool Crib Notes, Purchase Notes, Warranty Notes, Emergency Notes, Safety Notes, Training Notes, Shutdown Procedure Notes, and LOTO Procedure Notes as needed.
- Use the word processing buttons at the top of each section to format your text, or add a link.

Photo

This section allows you to attach a photo to the Asset.

• Click on the **Select Document/Image** icon to either select an image from the Documents Library, or add an image from your computer.

Documents

Use this section to attach documents, like user manuals, POs, packing slips, or any other Asset related documents.

- Click on the **Select Document** icon to either select a document from the documents library, or add a document from your computer.
- Click **Save** at the top of the screen to add this Asset to Asset Essentials.

Bright Idea:

If you need to enter multiple Assets that are similar, you can use the Duplicate feature. For example, if you have two air handling units, and the only difference between them is where they are located and their serial number, the duplicate feature allows you to edit only the serial number and Location for the second asset, and the rest of the data will have carried over.

- Once you have entered the first Asset, click on the **Assets** menu icon, then select **Assets** to access a list of all assets entered into Asset Essentials, right click on the asset you would like to duplicate.
- Select **Duplicate** and a new Asset entry form will appear with all the data copied.
- Edit whatever is different for the second Asset, and then click **Save**.
- Repeat this process as needed for any similar Assets.

Printing assets and barcodes/QR codes

There are various Asset printing options in Asset Essentials. Whether you are looking for trend information, or you want to print labels for your Assets, the Print menu allows you to produce a list of the Assets in your system.

Advantages of using barcodes and QR codes

Barcodes

- Barcodes can be scanned using the Asset Essentials mobile app on your device.
- If you have an existing barcode label for your item, such as a manufacturer's barcode, you can add that same barcode label to the item in Asset Essentials.
- The item's barcode label can also be used by other systems outside of Asset Essentials. Barcode labels are represented by a numerical value entered in a text field and are not unique or specific to Asset Essentials, making them universal.

QR codes

*Important: In order to use printed QR codes when physically tagging assets for tracking in Asset Essentials, the QR codes must be created in and printed from Asset Essentials. QR codes that have been generated outside of the Asset Essentials software are not compatible and cannot be imported into the system. Externally generated QR codes will not bring up or track assets when scanned in the Asset Essentials mobile app or web versions.

- QR codes can be scanned directly from the Asset Essentials mobile app or from your device's camera. If you open your device's camera to scan the QR code, it will ask you if you want to open the item using your Asset Essentials account URL in a web browser. *Note: If you are using your device's camera to scan the QR code, you will need to log in to Asset Essentials in order to see the item.
- When scanning a QR code in the Asset Essentials mobile app, it will automatically recognize what type of item is being scanned and direct you to a list of actions you can choose from.
- QR codes provide layers of protection for your items stored in Asset Essentials.

How to print assets

- Click on the **Assets** menu icon, then select **Assets**.
- If you would only like to print a few Assets, check the box to the left of those Assets. If you would like to print by page, do not check any boxes on the Asset summary page.
- Click on the **Print/Report** button, and then click **Print**.
- Choose from one of five reporting options:

Asset Barcode/QR Code

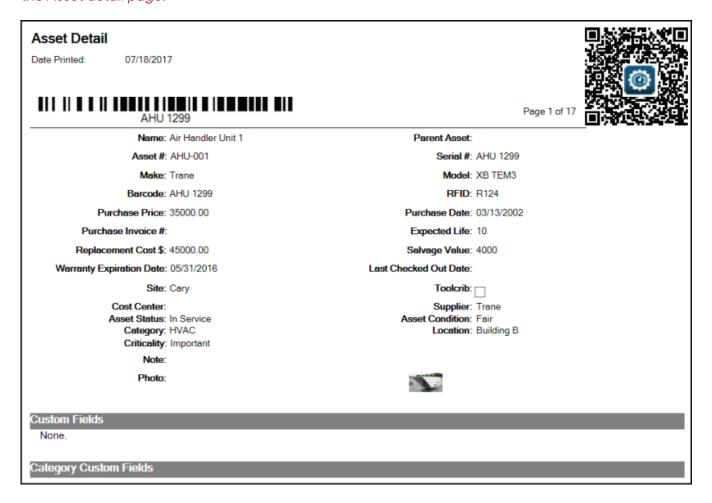
This printout will list each Asset on one page, with a list of it's Name, Asset #, Serial #, Make and Model. It will also include a large QR code on the page associated with that specific Asset. *Note: In order for the printout to produce a barcode, you must enter a barcode number on the Asset detail page.



Asset Detail

The Asset Detail printout gives you a wide variety of information that pertains to this Asset. General Asset information, Custom Fields, Safety Programs, Meter Titles, among other pieces of data. There is also a small QR code for that Asset in the top right of the page.

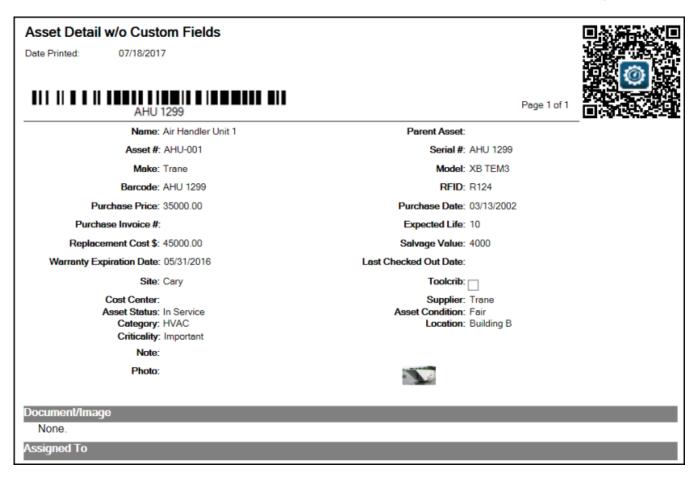
*Note: In order for the printout to produce a barcode, you must enter a barcode number on the Asset detail page.



Asset Detail w/o Custom Fields

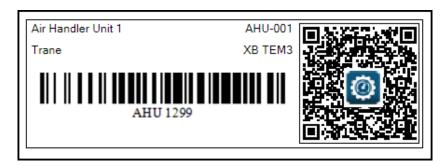
This printout shows the same information as the Asset Detail printout, but it does not include any of the various Custom Fields that could be associated with this Asset. It also

includes the small QR code for that Asset in the top right of the page. *Note: In order for the printout to produce a barcode, you must enter a barcode number on the Asset detail page.



Asset Labels (2x7)

This printout gives you small labels that list the Asset Name, Asset Number, and the QR code. Fourteen labels fit on one page, so this is a good option if you are trying to print smaller labels for multiple Assets. *Note: In order for the printout to produce a barcode, you must enter a barcode number on the Asset detail page.

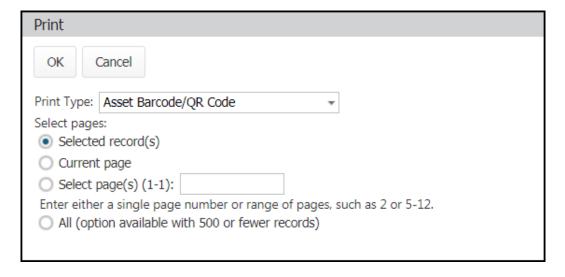


Trend Analysis

The Trend Analysis printout is a popular option because of the depth of data it provides. The data seen here relies on purchase and life cycle data that has been entered on the Asset. You will see one page per Asset, with average and projected cost data and work order or "event" data.



- If you checked off any specific Assets, you will have an option to print only the **Selected record(s)**. Otherwise, you can choose to print just the **Current page** of Assets, or **Select page(s)** to print, such as pages 1-3. If you'd like, you can also select to print **All** Assets, as long as there are fewer than 500 Assets total.
- Click **OK** to produce the printout.



Did you find this helpful?



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Creating a work order in the mobile app

You can easily create work orders in the field using the Asset Essentials mobile app.

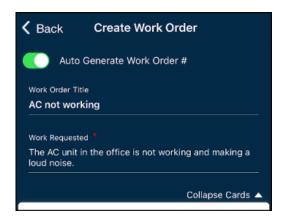
Watch the video tutorial:



- Tap the **plus** button (+) at the bottom of the screen.
- Tap + Work Order.

Creating a work order

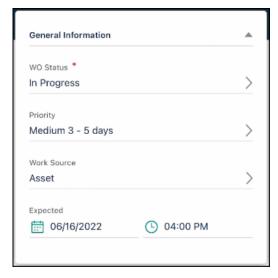
- Leave the **Auto Generate Work Order** # option enabled if you would like the system to generate a Work Order # for your work order once you have submitted it. If not, tap the slider to the off position so you can enter your own **Work Order** #.
- Enter the Work Order Title.
- Enter a description of the issue in the Work Requested field.



The remainder of the work order form is broken up into cards that can be expanded or collapsed by tapping on the title of the card. Be sure to go through the form and fill out any required fields as noted by the red asterisk (*) symbol. *Note: Depending on your account's configuration, some cards may not be visible, and some fields may already be pre-populated with information.

General Information

- Select the WO Status from the menu if necessary. Depending on your account's configuration, a WO Status may be pre-selected.
- Choose the **Priority**.
- Select the **Source Type**. The source type determines what the work order is associated with. The next work order card you will fill out after the General card will change to match your selection in this field. *Note: The Source Type can be changed after the work order is created if necessary.
- Select the date and time the work order is **Expected** to be completed.
- Once the work order is saved, the Days Aged will display in this card.

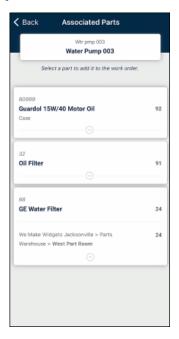


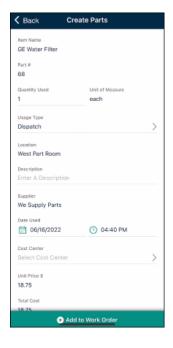
Source type

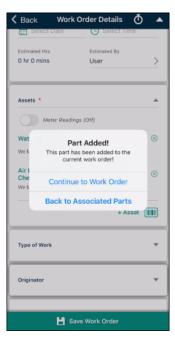
This section title will vary depending on what was selected as the **Source Type** in the General card of the work order. If *Unknown* was selected as the Source Type, this card will not be visible.

Assets

- Tap + Asset to search and select one or more Assets from a list or tap the scanner icon () to scan a barcode of the Asset.
- Tap **OK** to associate the selected Asset(s) to your request.
 - If you need to remove the asset from the request, tap the remove icon (🚫) next to it.
- Tap the Meter Readings toggle to reveal the meter titles associated with this asset.
- To see any associated parts, tap the Asset name.
 - Tap Associated Parts.
 - Tap the down arrow to expand an associated part and view all the locations where it is stored.
 - Tap on a part to add it to the work order. *Note: You can add associated parts to a work order once the work order has been saved.
 - The form will default to the first part location in the list. You can change the location by tapping into the **Location** field and selecting a new one.
 - Update the Quantity Used and other necessary fields on the form.
 - Tap Add to Work Order.
 - In the confirmation window, tap Continue to Work Order to navigate back to the work order or Back to Associated Parts to add more parts to the work order.



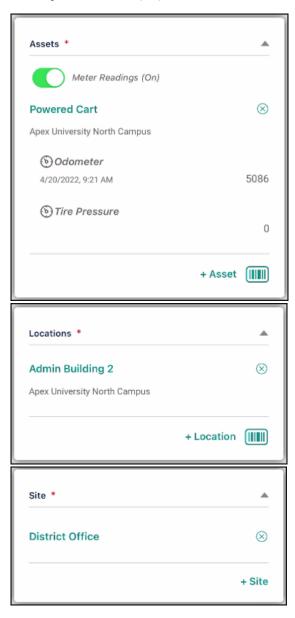




- Tap + Location to search or filter for one or more Locations from a list, or tap the scanner icon (to scan a barcode of the Location.
- Tap **OK** to associate the selected Location(s) to your request.
- Tap the remove icon (\bigotimes) to remove the Location from the request.

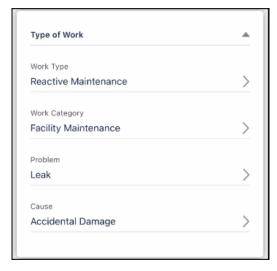
Site

- Tap + Site to search and select a Site from a list. *Note: You may or may not be able to select multiple Sites depending on the account's configuration.
- Tap **OK** to associate the selected Site to your request.
- Tap the remove icon (\bigotimes) to remove the Site from the request.



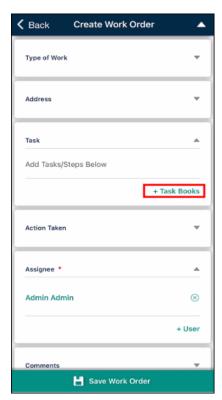
Type of Work

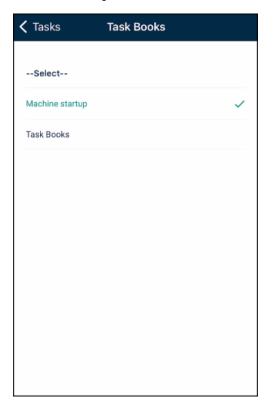
- Select the Work Type.
- Select the Work Category.
- Select the Problem.
- Select the Cause of the issue if known.



Task

- Tap +Task Books to view a list of available task books that can be added to the work order.
- · Search for the appropriate task book in the list.
 - If the task book you need does not appear in the list, go to the <u>Settings</u> page and tap <u>Refresh Account Settings</u>. This will redownload all data from the web account and bring in any new task books that have been created. *Note: This refresh happens automatically every 24 hours.
- Tap on a task book to select it. All tasks within the selected task book are now copied to the task card on the work order.
- If you need to add tasks from another task book to the work order, tap the arrow icon to go back to the Work Order Details screen and tap **Save Work Order**. Then repeat the steps above to select the next task book. The new tasks will follow the tasks from the first task book and will be automatically renumbered based on existing tasks on the work order.

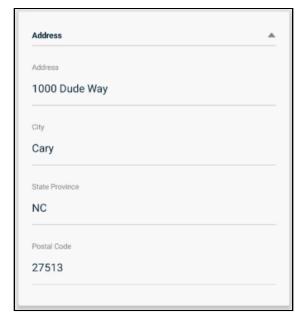




Address

Depending on your account's configuration, you may need to enter an Address for where the work is being requested from or needs to take place.

• Enter the Address, City, State Province, and Postal Code.



Action Taken

- If the work order has already been completed or is in the process of being worked on, you can enter what was done to address the work requested in the **Action Taken Log** field. We recommend providing as much detail as possible.
- If the work caused the related Asset, Location, or Site to be unavailable for a period of time, enter the **Downtime Hours** and **Downtime Minutes**.



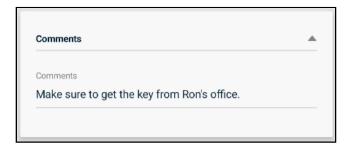
Assigned to

- Tap + User.
- Select whether to assign yourself the work order by tapping the **Add Me** option, or tap the **Add Other Users** option to assign to other users at your organization. *Note: If you are already assigned the work order, you will immediately be taken to the user list to choose another user to assign to the work order.
- Tap **OK** to assign the selected User(s) to your request.
- Tap the remove icon (🚫) to unassign the User from the request.



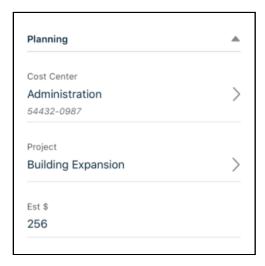
Comments

Enter any additional Comments here.



Planning

- The Cost Center field will be automatically populated or left blank depending on the following guidelines:
 - If the source tied to the work order has a cost center assigned, then the cost center field will be automatically populated with that cost center.
 - o If there are multiple sources assigned to the work order that have multiple cost centers assigned, then the cost center field will be blank.
 - If the source does not have a cost center assigned, then the cost center field will be automatically populated with the work order template's
 associated cost center.
- Select a new or different Cost Center, if applicable.
- Select a **Project** if the work order is associated with a specific project being tracked by your organization.
- Enter the Estimated Cost of completing the work.



Attachments

Taking a photo

- Tap the **Take Photo** icon to launch your device's camera. *Note: Depending on the type of device you are using, you may be asked to allow Asset Essentials permission to access your camera. This permission is necessary for Asset Essentials to attach photos taken with your device to the work order. Tap **Allow** if you are prompted for this permission.
- Use your device's camera to take the photo.
- Once finished, you can tap the Editbutton to annotate your photo if needed.
 - If you are annotating a photo, use your finger or a stylus to draw on the photo.
 - Tap the Save button to add any mark-ups drawn on the photo.
- Tap Done.
- Enter a Name for the photo if necessary.
- Tap Save to attach the photo to the work order.

Adding a photo

- Tap the Add Photo icon to launch your device's photo gallery. *Note: Depending on the type of device you are using, you may be asked to allow Asset Essentials permission to access your photo gallery. This permission is necessary for Asset Essentials to attach an already taken photo to the work order. Tap Allow if you are prompted for this permission.
- Select the photo on your device.
- Once finished, you can tap the Editbutton to annotate your photo if needed.
 - If you are annotating a photo, use your finger or a stylus to draw on the photo.

- $\circ~$ Tap the ${\bf Save}$ button to add any mark-ups drawn on the photo.
- Tap Done.
- Enter a Name for the photo if necessary.
- Tap Save to attach the photo to the work order.



• Tap the Save Work Order button at the bottom of the screen.

Did you find this helpful?



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Searching and filtering work orders in the mobile app

The searching and filtering features in the mobile app allow you to find work relevant to you in a more efficient manner. The saved filters option will allow you to quickly access the various types of work orders you need. You can create new saved filters, duplicate saved filters, or update existing saved filters.

• Tap the Work Orders icon at the bottom of the screen.

How to search for a work order

*Note: If you've already selected filters, the search will only show results that are within those filters. To search through all work orders, clear the filters by tapping on the filter icon and then tapping **Clear** to remove existing filter criteria.

- Tap on the search icon (\(\bigcirc \)).
- Select whether you would like to search by Work Order, Asset, Location, or Site.
- Enter your specific search criteria in one of the various fields. *Note: The fields that display will depend on which option you select.
- Tap Search to see your results on the work order list screen.



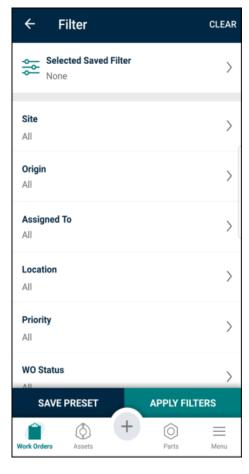
How to filter your work order list

- Tap on the filter icon ().
- If you have filtered your work order list in the past, the most recent filter criteria will display. *Note: Previously selected filter criteria will remain until you manually clear the selected criteria.
- If necessary, tap Clear in the top right corner to remove any existing filter criteria.
- Select your filter criteria from the various fields in the list or tap Selected Saved Filter to choose a saved filter from the list.

Bright Idea:

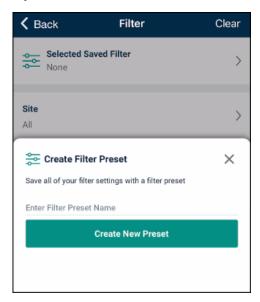
If you have multiple saved filters but you only use a couple of them on a regular basis, you can favorite them so they are quick and easy to access whenever you open your Saved Filters list. Tap on the star icon (*) next to the filters you use the most. The next time you access the Saved Filters list, you will notice that they moved to the top of the list and now display a yellow star icon.

• Tap Apply Filters to see your results on the work order list screen. The filter criteria you select will appear under each field in the list, or a number will display if the criteria selected will not fit in the field.



How to create a saved filter

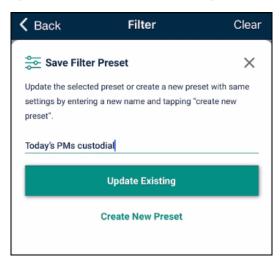
- Tap on the filter icon ().
- Select the appropriate filter criteria that you want to be saved.
- Tap Save Preset.
- Enter a filter preset name in the Create Filter Preset window that appears.
- Tap Create New Preset. A "Preset Created" notification will appear confirming your filter criteria was saved.



How to create a duplicate saved filter

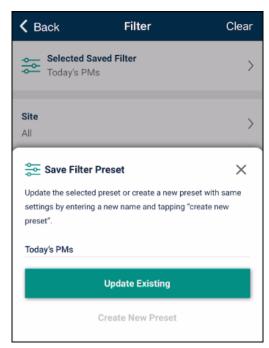
- Tap on the filter icon ().
- Tap Selected Saved Filter.
- Select a saved filter from the list that you would like to duplicate.
- Adjust the filter criteria to align with what you want to display in the new saved filter.

- Tap Save Preset.
- Update the name of the saved filter, then tap Create New Preset.



How to update a saved filter

- Tap on the filter icon ().
- Tap Selected Saved Filter.
- Select a saved filter from the list.
- Update the filter criteria, as needed.
- Tap Save Preset.
- Update the name of the saved filter, if necessary.
- Tap Update Existing.



Did you find this helpful?



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Using barcodes and QR codes

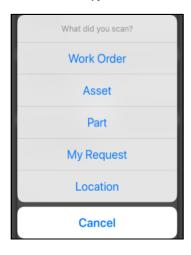
The Asset Essentials Mobile App allows you to scan barcodes or QR codes to quickly look up work orders, assets, and parts.

Watch the video tutorial:



Scanning barcodes

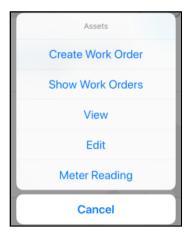
- Tap the scanner icon ().
- Scan the item's barcode.
- Select the type of item that was scanned. This will bring up the summary information for that item.



• Tap on the item to access more actions. For example, when you scan an Asset, the available actions include creating a new work order, viewing work order history, or editing information about that Asset. *Note: The actions available will depend on the type of item that was scanned.

Scanning QR codes

- Tap the scanner icon ()
- Scan the item's QR code.
- The app will recognize the type of item you have scanned and provide you with a list of actions to take appropriate for that item.



Tap on the necessary action. For example, if you scanned an asset's QR code, you will be able to create a new work order, show work order history, view the asset's details, edit the asset's details, or record a new meter reading. *Note: The actions available will depend on the type of item that was scanned.

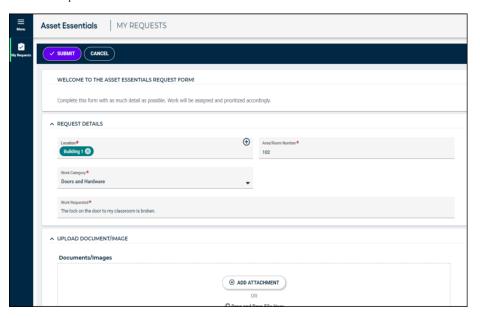
Submitting and viewing requests

Submitting a work request in Asset Essentials may vary depending on the settings of your organization. When you log into your Asset Essentials account you may immediately be taken to a request form. If you are already logged in, and on your list of requests, click the **New** button at the top of the page to start a new request.



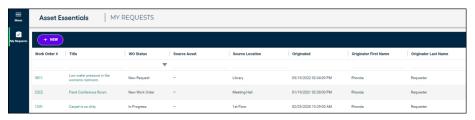
How to submit a request

- The request will default to your assigned site, but if you have the appropriate permissions you can choose a different site, if needed.
- Use the drop-down arrow or plus icon (to select the Location.
- Enter the Room Number or other description in the free text field.
- Choose the Work Category that best fits the nature of your request.
- Provide a detailed description of what needs to be done in the Work requested section. Use the text editing options if you need to bold, italicize, underline, or add links to your description.
- In the Upload Document/Image section, click Add Attachment to browse your computer to find any applicable attachments. *Note: You can
 also drag and drop the file you want to attach into this field to upload it.
- Click the Submit button at the top of your page to submit the work request. You will be taken to your My Requests page after submitting the work request.



How to view your requests

- After submitting a work request, you will automatically be taken to your My Requests page. You also have the option of clicking the My Requests menu icon on the side of the page at any time.
- From the My Requests page, you can quickly see the Title, WO Status, Originator First and Last Name, and various other details of your requests.
- You may also see requests submitted by other requesters at your assigned site, depending on your user role.
- If you only want to see your own requests, you can filter the list by typing your name into the **Originator First Name** and **Originator Last Name** columns and pressing Enter on your keyboard.
- In order to see more information about a work request, right click on the record and select View.
- If you need to change something about a request you have submitted, right click on the record and select Edit. *Note: If the request is no longer in the status of New Request, you will not be able to edit the record. Please contact your Administrator to make any changes.



Uniform Guidance "EDGAR" Certification Form 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By <u>initialing the table</u> (1-13) and <u>signing below</u>, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

and agreements contained nerein.			
Respondent Certification (By Item)	Respondent Certification:	Initial	
	YES, I agree or		
	NO, I do NOT agree	DS	
1. Violation of Contract Terms and Conditions	Yes	k(
2. Termination for Cause of Convenience	Yes	kC	
3. Equal Employment Opportunity	Yes	k	
4. Davis-Bacon Act	Yes	k/ _S	
5. Contract Work Hours and Safety Standards Act	Yes	k/ DS	
6. Right to Inventions Made Under a Contract or Agreement	Yes	E DS	
7. Clean Air Act and Federal Water Pollution Control Act	Yes	k/ DS	
8. Debarment and Suspension	Yes	k(
9. Byrd Anti-Lobbying Amendment	Yes	kC	
10. Procurement of Recovered Materials	Yes	k.C	
11. Profit as a Separate Element of Price	Yes	k)	
12. General Compliance with Participating Agencies	Yes	kC	
13. Governing Law; Forum Selection.	Yes	kl	

Brightly Software, Inc.
Name of Business
Docusigned by: telly Caputo C3C10791979E48A
Signature of Authorized Representative
Kelly Caputo
Printed Name
07 September 2023
Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

- 1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the *Member Agency*, or any employee thereof, or any person, business or corporation under contract with the *Member Agency* whereby the Respondent, in order to induce the acceptance of the foregoing bid by the *Member Agency*, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
- 2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
- 3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the *Member Agency*, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- 4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
- 5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
- 6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
- 7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Georgia Ferretti	Brian Benfer	11000 Regency Parkway, Suite 300	
Authorized Representative (Plea	se print or type)	Mailing Address	
Dir. of Strategic Partnerships	SVP of Sales	Cary, NC 27518	
Title (Please print or type)		City, State, Zip	
DocuSigned by:	DocuSigned by:		
Georgia Ferretti	Brian Benfer	9/11/2023	
Signature of Authorized Represe	ntative 515587D5E38B490	Date	



Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	Brightly Software, Inc.	Date	9/11/2023
Address	11000 Regency Parkway, Suite 300	City, State Zip	Cary, NC 27518
Contact Person	Georgia Ferretti	Title	Director of Strategic Partnerships
Authorized Signature 1		Title	Director of Strategic Partnerships
Authorized Signature 2	Brian Bunier	Title	SVP of Sales
Email 1	georgia.ferretti@brightlysoftware.com	Phone	703.537.9394
Email 2	brian.benfer@brightlysoftware.com	Phone	866.455.3833

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2025, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their <u>specified/required format</u>, by the due date and time listed for this solicitation. <u>Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.</u> Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public	Format of Uploaded	Notes
	Purchase (Respondent must submit documents in the required title/format)	Document	
X*	Bid Bond – if Required, see Part B if applicable. *Per Part A and Part B, no Bid Bond is required for this solicitation.	Upload PDF copy of the bid security.	The original bid security must be received by Lakes Country Service Cooperative by due date and time.
X	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
	Part D - Questionnaire - Name of Responding Company Includes:	Single, Scanned PDF	Required.
X	 Company Information Service Questionnaire Exceptions Deviations 		
	Part E – Signature Forms – Name of Responding Company Includes:	Single, Scanned PDF	Required. Signatures required.
X	 Uniform Guidance "EDGAR" Certification Bid Affidavit Acceptance of Bid & Contract Award 		
Х	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
X	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
X	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created
X	Part B, 8.1-8.8 Technical Requirements and Documentation	Single, Scanned PDF	Optional. Vendors strongly encouraged to provide complete and accurate information.
X	Part D – Sample copies of reporting capabilities available to the customer.	Scanned PDF	Required.
X	Part D – Samples of any training services available to customers.	Scanned PDF	Required.





Association of Educational Purchasing Agencies

Tabulation Report IFB #024-D - Computerized Maintenance Management System (CMMS Software) Vendor: Brightly Software, Inc.

General Comments: Please accept the attached files as Brightly Software's response to Bid IFB #024-D - Computerized

Maintenance Management System (CMMS Software).

General Attachments: 2023 Price Book - Annual - Education.xlsx

2023 Price Book - Annual - Government.xlsx 2023 Price Book - Multiyear - Education.xlsx 2023 Price Book - Multiyear - Government.xlsx Exhibit A - Marketing Plan - Brightly Software.pdf

Part B - 8.1-8.8 Technical Requirements and Documentation - Brightly Software.pdf

Part C - State-Specific Forms - Brightly Software.pdf

Part D - Questionnaire - Brightly Software.pdf
Part D - Sample of Reporting Capabilities.pdf
Part D - Sample of Training Materials.pdf
Part E - Signature Forms - Brightly Software po

Part E - Signature Forms - Brightly Software.pdf Part F - Pricing Schedule - Brightly software.xlsx

Price List - Brightly Software.pdf