SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

BETWEEN

PERFORMANCESOFT

AND

The City of Long Beach, California

29881

This Software License Agreement ("Agreement") is made effective as of <u>December 7, 2006,</u> ("Effective Date"), by and between Performancesoft Inc. ("Performancesoft"), an Ontario corporation, and <u>The City of Long Beach, California a municipal corporation ("Licensee").</u>

Performancesoft and Licensee desire to enter into this Agreement to permit Licensee to use Performancesoft's product **Performancesoft Views** (the "Licensed Program," as more fully defined below) for its own internal use.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual agreement and promises, the sufficiency of which is hereby acknowledged, Licensee and Performancesoft agree as follows:

1.0   DEFINITIONS

" **Guaranteed Access License**" is defined as a license that can be purchased along with a Concurrent User License The Guaranteed Access License allows designated users access to the system regardless of the number of Concurrent Users already in the system.

"**Implementation Support**" means software training, building views, data input/import/export, train-the-trainer sessions, and meeting facilitation.

"**Licensed Program**" means the object code version of pbviews and all Product Documentation and technical information related to such Licensed Program and updates and modifications thereto.

"**Licensee**" means Licensee including all department and elected officials as of the Effective Date of this Agreement or thereafter.

"**Party**" or "**Parties**" shall mean each (individually) or both (collectively) of Performancesoft and Licensee.

"**Product Documentation**" means all standard operator and user manuals related to the use of the Licensed Program provided to Licensee in connection with this Agreement.

GRANT OF LICENSE

1.1 License to Use. Subject to the terms and conditions of this Agreement, Performancesoft hereby grants to Licensee a perpetual, irrevocable (except as set forth in Section 9.0), non-exclusive, royalty-free, fully-paid license to use the Licensed Program in connection with the conduct of its business by employees and/or any agents and authorized representatives directly employed or paid by the Licensee. If the license

granted herein, and defined in Schedule 1, is a **concurrent user license**, the Licensed Program may be accessed by any number of users but may not be in use, at any one time, by more than the specified number of concurrent users. If **Guaranteed Access Licenses** have been purchased in conjunction with a concurrent user license, licensed users are specifically identified by using the appropriate interface in the Licensed Program, and may access the Licensed Program without impacting the concurrent user count.

If the license granted herein is a **named user license**, licensed users must be specifically identified, using the appropriate interface in the Licensed Program, in order to access the Licensed Program.

Licensee may not disassemble, decompile, or otherwise reverse engineer the Licensed Program.

The Parties' rights and obligation under this Section shall survive termination of this Agreement.

1.2 Use by Licensee. If the Licensee discontinues use of the Licensed Program at a location and desires to continue use of the Licensed Program at another Licensee location or at the location of a third party performing data processing services for Licensee, then Licensee may do so by giving written notice to Performancesoft specifying the new designated location and, if applicable, the serial number of the server(s).

If there is a client portion of the Licensed Program and it is permanently installed on the hard disk or other storage device of a computer and one person is the predominant user of that computer when in use, then that person may also install a copy of the Licensed Program, subject to the provisions of this Agreement, on a portable or home computer or a computer used for training purposes without additional cost and without being considered multiple users.

Licensee shall have the right to permit or one or more third parties to exercise any or all of the license rights granted to Licensee hereunder; provided, however, any such granting shall be only for the use by such third party to perform services for or provide goods to Licensee.

Licensee shall be permitted to make a reasonable number of backup or archive copies of the Licensed Program; provided, however, that each copy shall contain the same copyright notice and proprietary markings as appear on the original Licensed Program. Licensee can use a backup or archive copy, without paying to Performancesoft additional license fees, on another CPU for temporary failure of the primary CPU and during testing at its disaster recovery facilities site.

If the license rights are determined in any way by the number of servers, each licensed production server also will be deemed to include a license of a equivalent sized testing/staging server at no additional license fee.

2.0   TERM OF AGREEMENT

The term of this Agreement (the "Term") shall commence upon the Effective Date and shall remain in force perpetually for as long as the Parties are not in breach of their respective obligations as set forth herein.

3.0   FEES

3.1 License Fee. Licensee shall pay Performancesoft a one time license fee ("License Fee") for use of the Licensed Program, as set forth in Schedule 1 hereto.

3.2 Annual Maintenance and Support Fee. Licensee shall pay the Annual Maintenance and Support Fees as set forth in Schedule 1 hereto, which shall entitle Licensee to those maintenance and support services set forth in section 12.0 for the period in which a valid maintenance agreement is in place.

4.0   TITLE

Title and full ownership rights to the Licensed Program will remain with Performancesoft. Licensee acknowledges that Performancesoft represents that the Licensed Program is proprietary information and trade secret of Performancesoft, whether or not any portion thereof is or may be validly copyrighted or patented.

5.0   LIMITED WARRANTY

5.1 Limited Warranty and Warranty of Title. Performancesoft warrants that the Licensed Program will perform substantially in accordance with the accompanying Product Manual(s) for a period of 90 days from the date of receipt. Any implied warranties on the Licensed Program are limited to 90 days. Performancesoft also represents and warrants that it has, owns or possesses all rights and interest in the Licensed Program necessary to enter into this Agreement and that there is currently no actual or threatened suit by any third party based on an alleged violation of such third party's rights with respect to the Licensed Program.

5.2 Licensee remedies. Except as stated in section 7.0, Performancesoft's entire liability and Licensee's exclusive remedy shall be, at Performancesoft's option, either (a) return of the price paid or (b) repair or replacement within a commercially reasonable timeframe of the Licensed Program that does not meet Performancesoft's Limited Warranty and which is returned to Performancesoft during the warranty period. This Limited Warranty is void if failure of the Licensed Program has resulted from unauthorized modifications by the user. Any replacement Licensed Program will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

5.3 No other warranties. Performancesoft disclaims all other warranties relating to the Licensed Program and accompanying manuals and materials, either express or implied, including, but not limited to, warranties of fitness for a specific purpose.

5.4 <u>Warranty of Year 2000 Compliance</u>. Performancesoft warrants that the Licensed Program is "Year 2000 Compliant". "Y2K Compliant" means that at all times, before, during, and after the year 2000, the licensed program shall, without modification or human intervention, receive, enter, recognize, store, process, exchange with other programs and networks, and systems that exchange data with them, and output, data containing dates in which the year is identified, without committing or sustaining any error, loss of functionality, or delay or interruption based on the number of digits in which a year is expressed, the century in which the year occurs, or the fact that the year is a leap year. In the event of a non-conformity with this warranty, Performancesoft shall, at its expense, promptly provide Licensee with the necessary modifications, corrections, or enhancements to such assets and Services to render them in compliance with this warranty.

5.5 Lastly, Performancesoft warrants and represent that the Source Code has been provided to an Escrow Agent for the benefit of Licensee pursuant to Section 12 of this Agreement and will be updated within thirty (30) days of a major release and at least annually.

6.0 LIMITATION OF LIABILITY

Performancesoft's liability hereunder for damages shall in no event exceed the total amount of all fees and other charges paid by the Licensee for such Licensed Program and its support hereunder. This limitation shall not apply to: (i) the indemnification provided below, (ii) losses arising out of the Parties failure to comply with the Non-disclosure Provision or Licensee's breach of Performancesoft's intellectual property rights, and (iii) losses arising out of Performancesoft's willful misconduct or negligence. EXCEPT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

7.0 INDEMNIFICATION

Performancesoft shall indemnify, protect, hold harmless and defend Licensee, its employees, officers, directors, and agents, against all losses, suits, actions, claims, damages, costs, and liabilities for infringement of any patent, copyright, or other intellectual property right with respect to the use of the Licensed Program, provided, however, that this indemnity shall be effective only if Licensee provides reasonable notice to Performancesoft of any such suit or claim; and provided, further, that the Licensee permits Performancesoft to defend, compromise, or settle any such suit or claim and shall give Performancesoft reasonable assistance, at Performancesoft's expense. If such claim is made or appears possible, Performancesoft may, at its option, secure for Licensee the right to continue to use the Licensed Program, replace or modify the License Program to make it noninfringing in a manner that does not impair the usefulness of the product to Licensee for their intended purpose, or, if none of the foregoing options are available in Performancesoft's judgment, require Licensee to delete the Licensed Program from the machines for a refund equal to all fees paid by the Licensee to Performancesoft for such Licensed Program, depreciated over 60 months on a straight-line basis.

8.0 NON-DISCLOSURE

Licensee agrees not to remove or destroy any proprietary markings or proprietary legends on or contained within the Licensed Program and/or any related materials.

Licensee acknowledges that Performancesoft represents that all information relating to the Licensed Program, including any source code or documentation of the Licensed Program, is confidential and/or proprietary information ("Confidential Information") of Performancesoft. Licensee agrees that it will hold in trust and confidence all such Confidential Information using the same standard of care it uses for its own information of like kind. Licensee also agrees that Confidential Information pertaining to the Licensed Program will not be disclosed to anyone other than those employees, agents, auditors, the Licensee, examiners and representatives of Licensee who require it in order to carry out their responsibilities. Obligations of nondisclosure shall not extend to information or data relating to the Licensed Program which (a) is in the public domain at the time of receipt or comes into the public domain thereafter through no act of the Licensee in breach of this Agreement, or (b) is known to the Licensee prior to disclosure by the disclosing party, as evidenced by written records, or (c) is disclosed with the prior written approval of the Performancesoft, or (d) is independently developed by Licensee, as evidenced by written records, or (e) is disclosed to Licensee by a third party under conditions permitting such disclosure, without breach of this Agreement, or (f) is disclosed by Performancesoft to the U.S. Government with Unlimited Rights, or (g) is disclosed as required by law; provided, however, that in the event disclosure is required by Licensee under the provision of any law or court order, Licensee will (i) notify the Performancesoft of the obligation to make such disclosure sufficiently in advance of the disclosure; and (ii) assert the confidentiality of such Confidential Information. The obligations of this Section shall survive and continue until one of the exceptions above applies.

All information obtained by Performancesoft from Licensee shall be used solely by Performancesoft for the purpose of performing its obligations under this Agreement, and shall not be published, transmitted, released, or disclosed by Performancesoft to any other Person without the prior written consent of Licensee which consent Licensee may withhold in its own discretion.

9.0   TERMINATION

If either party materially defaults in the performance of any of its duties or obligations under this Agreement, which default has not been substantially cured within thirty (30) days after written notice of such default is given to the defaulting party, then the party not in default may, by giving written notice to the defaulting party terminate this Agreement as of the date specified in such notice of termination.

10.0   FORCE MAJEURE

10.1   Liability for Delay. Neither party shall be liable to the other party for any delay or failure to perform, which delay or failure is due to: (i) the other party's delay in supplying or failing to supply approvals, information, materials or services called for under the terms of this Agreement; or (ii) causes or circumstances beyond its control and without its fault or negligence including acts of civil or military authority, national emergencies, third party labor strikes, fire, flood or catastrophe, acts of God, insurrection,

war, riots or failure of transportation, heat or air conditioning, communication or power supply.

10.2   Mitigation Efforts. Each party shall exercise reasonable efforts to mitigate the extent of the aforesaid excusable delay or failure and their adverse consequences, provided however, that should any such delay or failure continue for more than ninety (90) days, the Agreement may be terminated without liability by the non-delaying party, and the return by the delaying party of any fees paid, or products delivered, under this Agreement. However, if the delaying party had or should have had foreknowledge of events which reasonably could have caused a delay and took no reasonable prudent actions to prevent such delay, then the provisions this section shall have no effect, and the delaying party shall be held accountable for appropriate damages.

11.0   ESCROW.

11.1   Deposit of Source Code. Performancesoft shall deposit and maintain a current copy of the Source Code, including current documentation and system or programmer documentation ("Source Code Materials") for the purposes as stated herein, as of the Effective Date, the Source Code Materials are deposited with: Lincoln-Parry, 5925 Airport Road, Suite 200, Toronto, Ontario, Canada, L4V 1W1.. Performancesoft's Escrow Agent shall provide Licensee with a copy of the Source Code if one or more of the following "release condition(s)" occur, and said release condition(s) remain uncorrected for more than ninety (90) days after Licensee has provided written notice to Performancesoft of the occurrence of one or more of the following release conditions ("Release Conditions"):

(A) provided that Licensee is then subscribing to maintenance and support, Performancesoft ceases to provide support, maintenance or enhancements coverage of the Licensed Program, except in either of the following events: (a) the Licensed Program is sold or transferred to a third party who expressly assumes all the obligations of Performancesoft as set forth in this Agreement; or (b) the Licensed Program is replaced with a Licensed Program of like functions and capabilities, and provided such replacement program is provided at no charge to Licensee; and/or

(B) Performancesoft makes a general assignment for the benefit of creditors; and/or

(C) Performancesoft files a petition for relief under Title 11 or Title 7 of the United States Code; or action by Performancesoft under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation, or the appointment of a general receiver or trustee in bankruptcy of Performancesoft 's business or property, provided that a Release Condition shall not be deemed to have occurred as long as Performancesoft continues to provide support, maintenance and enhancements coverage for the Licensed Program as set forth in this Agreement while under reorganization proceedings.

The occurrence of the events described above shall not constitute a Release Condition if, within the specified ninety (90) day period, Performancesoft (including its receiver or trustee in bankruptcy) cures all past performance and provides to Licensee adequate assurances of its continuing ability and willingness to fulfill all of its support, maintenance and enhancements obligations as described in this Agreement at the levels of service provided by Performancesoft consistently during the Term.

11.2   Ownership of Source Code Materials Released to Licensee. Title to all Source Code Materials which are released to Licensee shall remain with Performancesoft

and Licensee shall continue to treat the released Source Code Materials as valuable and proprietary trade secret information of Performancesoft in accordance with the terms of this Agreement, (except that Source Code Materials may be used in maintenance and support of the services Licensor provides to the Licensee) which terms shall expressly survive the termination or expiration of this Agreement. Licensee agrees that the released Source Code Materials shall be used solely for the business purposes of the Licensee (including maintenance and support for the Licensed Program used to provide Services to the Licensee) and shall not be disclosed to any third party.

12.0   MAINTENANCE SERVICES

12.1   Support Services. Provided that Licensee pays the Annual Maintenance and Support Fee, Performancesoft shall provide maintenance and support services as needed to enable the Licensed Program to perform in accordance with its Product Documentation, including, without limitation, the following services:

- Unlimited, no charge 1-800 help desk support from 8 a.m. to 8 p.m. EST Monday to Friday (excluding U.S. public holidays) in North America.
- All product updates, bug fixes and revisions to the Licensed Program
- All new product versions of the Licensed Program
- Access to Customer Resources on the Performancesoft.com website
- A subscription to **Perform** magazine
- Other user group services (Newsletters, Product Briefings, User Group meetings etc.)

Maintenance and support shall further include, but not be limited to, (i) providing any changes, modifications, enhancements or other improvements to the Licensed Program, (ii) correction of any errors and defects in the Licensed Program as delivered to Licensee that are identified by Licensee and disclosed in reasonable detail to Performancesoft, in accordance with the Service Levels defined in Schedule II, (iii) correction of any errors and defects in the Licensed Program that are identified by Performancesoft, and (iv) repair and replacement of any defective recording medium on which the Licensed Program is recorded.

In the event Performancesoft provides Licensee with a New Release of the Licensed Program, Performancesoft shall provide maintenance and support on the Prior Release of the Licensed Program until Licensee completes the successful implementation of the New Release or for a maximum of twelve (12) months from Licensee's receipt of such New Release, whichever is less.

12.2   Discontinuance and Reinstatement. Should Licensee elect to discontinue annual maintenance and support of the Licensed Program at any time during the Term, there shall be no penalty if Licensee subsequently desires to reinstate such service at any time. Prior to such reinstatement, however, Licensee shall pay Performancesoft an amount equal to the Annual Maintenance and Support Fees which would have been payable during such lapse of service, unless Performancesoft has not produced a major new version of the Licensed Program within the previous twelve (12) months prior to such reinstatement, in which case Licensee shall be required to pay 50% of fees which would have been payable.

13.0 MISCELLANEOUS PROVISIONS

13.1 Employment of Personnel

Each party's personnel performing the activities contemplated by this Agreement will be and remain the employees of such party. During the term of this Agreement and for a period of 12 months thereafter, neither party will solicit, directly or indirectly, for employment or employ any employee of the other who is or was involved in the performance of any activities under this Agreement without the prior written consent of the other.

13.2 Assignment. Licensee may assign this Agreement to any subsidiary or affiliate under its control, or as part of the sale of that part of its business, or pursuant to any merger, consolidation or other reorganization, without Performancesoft's consent, upon notice to Performancesoft. Performancesoft may assign this Agreement to any parent entity or subsidiary or affiliate under its control, or as part of the sale of that part of its business, or pursuant to any merger, consolidation or other reorganization, without Licensee's consent. An assignee of either party, if authorized hereunder, shall have all of the rights and obligations of the assigning party set forth in this Agreement.

13.3 Captions. The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no caption had been used in this Agreement.

13.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

13.5 Entire Agreement. This Agreement contains the complete agreement between the parties and shall, as of the Effective Date hereof, supersede all other agreements or negotiations and understandings, written or oral, between the parties relating to the subject matter hereof. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution or delivery thereof except such representations as are specifically set forth herein. Each of the parties hereto acknowledges that they have relied on their own judgment in entering into this Agreement.

13.6 Forbearance No Waiver. Forbearance or neglect on the part of either party to insist upon strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver thereof. However, a failure of Licensee or Performancesoft to comply with the terms of this Agreement may be expressly waived only in writing by the other party.

13.7 Governing Laws. The validity, construction, and interpretation of this Agreement and the rights and duties of the parties hereto, shall be governed by the laws of California, United States excluding its principles of conflict of laws and the Parties hereby consent to the jurisdiction of such courts over themselves and the subject matter of such actions or proceedings.

13.8 **Compliance with Laws.** The Parties shall at all time perform their obligations hereunder in compliance with all applicable federal and State laws and regulations of all applicable jurisdictions, and in such a manner as not to cause the other to be in violation of any applicable laws or regulations

13.9 **Modification of Agreement.** No modification to this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties, and no evidence of any modification shall be offered or received in evidence in any, proceeding, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this section shall not be waived, except as herein set forth.

13.10 **Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies Licensee and Performancesoft could have at law or equity or otherwise.

13.11 **Severability.** In the event that any of the provisions of this Agreement shall be declared or held by a court of competent jurisdiction invalid, illegal or unenforceable, the unaffected portions of this Agreement shall be unimpaired and remain in full force and effect. The parties shall negotiate in good faith a substitute for such invalid, illegal or unenforceable provisions a mutually acceptable provision consistent with the original intent of the parties, which is not so affected.

13.12 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and permitted assignees of the respective parties.

13.13 **Survival.** The parties' obligations under this Agreement which by their nature would continue beyond termination to expiration of this Agreement shall survive any termination or expiration of this Agreement.

13.14 **Notices.** Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be sufficiently given if sent by first class certified mail to the address set forth below.

Licensee:

_____

_____

Attention: _____

Performancesoft:

Performancesoft
8605 Westwood Center Drive
Suite 502
Vienna, VA. 22182

Attention: Todd Oakes

Copy to:
General Counsel
Actuate Corporation
701 Gateway Blvd.
South San Francisco, California 94080
USA

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified herein.

| PERFORMANCESOFT

City of Long Beach, a municipal Corporation

By: _____

Name: Judd K. Oakes

Title: Vice President

Date: 7 Dec 06

By: _____

Name: Gerald R. Miller

Title: City   Manager

Date: 12 · 11 · 06

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM
_____ December 9 ,2006
ROBERT E. SHANNON, City Attorney

By _____
DEPUTY CITY ATTORNEY

SCHEDULE 1

Overall Project Costs

This section details the costs associated with purchase and implementation of Performancesoft Views.

The breakdown is as follows:

<u>**Software License Fees (One Time Fee)**</u>

Base software – Performancesoft Global Edition   Unlimited
Users for a Single Server Installation

Modules Included:

- Unlimited Internet Publishing
- Advanced Data Connectivity
- Advanced Scheduling
- Web Server Module
- Data Mart Module
- Audit Trail
- Open Database Support
- Advanced Authentication
- Advanced Administration

Users Included:
- Unlimited number of users

Total Software Cost   <u>**$245,000**</u>

<u>**Implementation and Training**</u>

All fees detailed in the implementation pricing and deliverables schedule are firm fixed price.

Functional Configuration:

- 1 day of preparation activity and initial conference
  call to review project timeline, roles, and scope $1,224

- 42 days of business requirements- defining measure
  structure, locations, user hierarchy, user groups, and
  security modeling $59,408

- 35 days of database creation $23,948

Interface Development:

- 7 days of interface and query development to enable measure and data import capabilities from The Long Beach BeachView System into Performancesoft, this includes a one time data load $8,030

- 7 days of interface and query development to enable FAMIS import capabilities into Performancesoft $8,029

Documentation:

- 2 days for document development and final hand off of database. Electronic (PDF) and hardcopy documentation will be provided $1,958

Testing of software, interfaces, hardware, etc..:

- 12 days of database testing, modifications, and user acceptance testing $12,850

- 6 days of final database testing, user acceptance, final database modifications and database rollout $5,875

Training:
The cost of training has been calculated based on the assumption of Performancesoft training for up to 456 users; the city will be responsible for training all other Performancesoft users.

- System Administrator Training
  - 8 total attendees
  - 2 classes
  - 4 total days $5,517

- Power User Training
  - 48 total attendees
  - 4 classes
  - 2 total days $3,058

- Executive User Training
  - 400 total attendees
  - 33 classes
  - 10 total days $14,692

- Train the Trainer Certification
  - 4 attendees
  - 1 class
  - 3 total days
         $14,550

Additional Services:
Performancesoft is offering 16 additional days of general purpose
services to the city or any city departments. Services can be used
for training, implementation days, consulting days, technical services,
or any other service that relates to the Performancesoft software system-
how these days are used is completely up to the city's discretion.

$21,321

Total Implementation and Training Cost   **$180,460**

Total Maintenance Cost for One Year   **$44,100**

Total Software, Implementaion and Maintenance Cost Year 1   **$469,560**

> o *Please note – Additional implementation and or training days can be purchased at
>   anytime by the city for $2,000 a day.*

Invoicing and Payment

All fees detailed in this pricing, implementation deliverables and maintenance schedule are firm
fixed price.

Software License Fee

The one-time license fee payment is $245,000.00

Licensee is purchasing the following:
Performancesoft Views Global Edition
Unlimited Users
Single Server Installation

The License fee will be invoiced and due when the software has been successfully tested (definition
below).

Definition of Testing:

Testing of performancesoft Views software with one department's measures converted into the
Performancesoft system will be completed by December 15, 2006.

Successful testing is defined by download of the product with installation on a server within the City
of Long Beach and demonstrating its out of the box capabilities.

performancesoft will provide full support for the software load and testing as required.

Implementation Services

Performancesoft agrees to provide 147 person days of implementation services and training support at a cost of $180,460.00. This figure includes travel and expenses.

The Implementation Fees will be invoiced when the system goes 'live' (definition below). Any implementation days unused on the go live date will be invoiced when used.

Definition of 'Going Live':

Going live is defined as the point where the database(s) designed and populated by performancesoft are built, populated with available data from Beach Views, other agreed upon source systems and deployed city wide to its users.

Annual Maintenance and Support Fee

The initial Maintenance and Support Fee is $44,100.00 and includes maintenance and support services provided by Performancesoft for a period of 12 months.

The Maintenance fee will be invoiced and due when the software has been successfully tested (definition above).

The dates for the 1st year maintenance coverage will start on the date the city agrees that the Performancesoft system has been successfully tested (see definition above) and end 365 days later.

Thereafter, annual maintenance and support shall not renew automatically and may be renewed at Licensee's option. Annual maintenance and support charges shall not be subject to increase (escalation or otherwise) other than in respect of the addition of new software purchases and shall remain perpetually renewable at a fee equal to $44,100 per year for the life of the agreement. If additional software is ever purchased, the maintenance fee will be calculated at a fee equivalent to 18% per annum of the cumulative value of license fees purchased.

Schedule II

Service Levels

Performancesoft will provide the following problem resolution response to North American customers with a current Annual Support Agreement in place:

Level	Definition	Resolution
Priority 1 – Critical Level	An Error that renders the Software inoperative or causes the Software to fail catastrophically.	Performancesoft shall ensure that the: a. Issue is Immediately assigned to a technician b. Technician contacts Licensee within 2 hours of receipt with an update on efforts to resolve. c. Technician uses best efforts to provide a fix or work-around within 48 hours of report of Error
Priority 2 – Intermediate Level	An Error that affects performance of the Software and significantly degrades Licensee's use of the Software	Performancesoft shall ensure that the: a. Issue is assigned to a technician within one day of receipt of call. b. Technician contacts Licensee within three days of receipt with an update on efforts to resolve. c. Technician uses best efforts to provide a fix or work-around within seven days of report of Error.
Priority 3 – Standard Level	An Error that affects performance of the Software, but does not significantly degrade Licensee's use of the Software	Performancesoft shall ensure that the: a. Issue is assigned to a technician within 2 days of receipt of call b. Technician contacts Licensee within 7 days of receipt with an update on efforts to resolve. c. Technician uses best efforts to provide a fix or work-around in the next product update.

City of Long Beach
Performance Management System

Draft Statement of Work

December 7, 2006

performancesoft

MEASURE MANAGE PERFORM

1. Introduction

This document shall serve as the Statement of Work (SOW #:LBperf1001) to the Software License Agreement, December 7, 2006 by The City of Long Beach, ("Long Beach") ("Client") and between performancesoft$_{tm}$ ("Consultant") and which is hereby incorporated by reference.

Long Beach seeks the software and consulting services of performancesoft$_{tm}$ to assist in the Cities effort to deploy strategic management objectives, provide accessibility to performance measurement and customer satisfaction data, and ultimately reach new heights for quality and excellence for the City. performancesoft$_{tm}$ will provide Long Beach with experienced consultants that will provide the necessary skills, training and knowledge to assist Long Beach project staff in implementing the performancesoft$_{tm}$ Views application as identified in the Software Purchase Pricing Detail Document.

2. Project Scope

The scope of this project is based on the preliminary discussions between performancesoft$_{tm}$ and Long Beach's software selection committee, in the October 2006 timeframe.

This SOW provides details on the project tasks, obligations of the parties involved and an estimate of the time/effort necessary. This document is intended for performancesoft$_{tm}$ and The City of Long Beach only and as such can not be distributed to persons or third-parties not directly involved with this project without express written consent of performancesoft$_{tm}$.

The scope of this project will include the following:

- Education on Views in the form of in-person or WebEx presentations
- Planning & Transfer of the Beach Views System for 20 departments into our Views software
- Planning and building into Views the Long Beach Families of Measures
- Planning and building the Port Authority performance management database in Views
- Planning and building additional measures for the 20 departments and/or the Port Authority provided the 2000 measure estimate hasn't been exceeded. Long Beach System Administrators could provide this if we have exceeded the threshold
- Training of up to 8 Views system administrators over two sessions (2 days each), Up to 48 power users over two days training (4 hours each session) and up to 400 users over 10 days of user training (2 hours each session).

- Installation of Views on designated server(s); in person or via telephone support.
- A one time data import from the Beach Views System into Views with documentation and knowledge transfer of the process followed.
- Creation of a set of milestones, and management of the deliverables as identified in the project plan and/or identified by the project sponsor
- Setting up Views measures, briefing books, maps, reports, users, locations and any other Views object needed to properly render the metrics and framework from Beach Views, Families of Measures, and Port Authority
- Establish Data Mart from performancesoft$_{tm}$ to export Views data/values to existing pixel perfect reporting tools via star schema
- Creation of a series of support documents to assist in managing, maintaining and developing Views related initiatives in future implementation efforts

3. Description of Services and Deliverables

performancesoft$_{tm}$ will assist The City of Long Beach with project planning, and performance management implementation services.

This project will focus on the following:

a) Project Management
- o Creation of a set of milestones, and management of the deliverables as identified by the Project Sponsor or their delegate.
- o Develop project plan to facilitate accuracy and accountability of project through detailed tasks, resources, validated quality assessment and expected duration
- o Provide weekly status reports to Project Sponsor, Project Manager and other constituents as deemed necessary
- o Provide as needed training for knowledge transfer relative to Performance Management and project management in areas such as general performance management – see Project Management responsibilities on page 6.
- o Develop project strategy documents which will include communications plan, policy and procedures document, communications matrix, template for protocols and other documents to assist in establishing buy-in and support for department heads to be used in managing their expectations
- o Develop documents to support presentations, training, and knowledge transfer to Senior staff and department champions
- o Provide tools such as a TQA Checklist to ensure validation of correct processes and procedures when adding additional measures and reports
- o Provide documentation for capturing system setup and configuration of performancesoft$_{tm}$ Views

- o   Provide best practices documents, strategies and measures from other entities especially in Local Government that can assist with the implementation and ongoing usage
- o   Provide documents to facilitate system administration and end-user training in various adult learning methodologies such as the visual learning maps.
- o   Documentation to support each process in the implementation efforts of Views
- o   Development of performance measures matrix for review and approval of appropriate departments heads

b) Views Software

This customized implementation process includes the planning and support you require to implement your performance management initiative. Specifically, it includes:

- o   Planning and database development
- o   Creation of specific Briefing Books and reports for the City Manager, Assistant City Manager, two Deputy City Managers, Department Directors, Managers and Supervisors throughout the 20 city departments and the Port Authority.
- o   Setting up Views measures, briefing books, maps, reports, users, locations and any other Views object needed to properly render the metrics in the scenario described above
- o   Specific Activities to accomplish (Specific days allocated to each can be found in attachment 1):
  - o   Preparation
    - ■   Provide Introductions and discuss roles in implementation
    - •   Review performancesoft approach to remote administration
    - •   Review documentation sent to client
    - ■   High level review of client's performance management initiatives and plan for using views
    - ■   Identify high level timelines and scope
    - ■   Transfer relevant documentation
  - o   Business Requirements Definition
    - •   Conduct planning with each city department
    - ●   Map out measure structure based on planning sessions for each department
    - ■   Map out location structure based on planning with each department
    - ■   **Sign off on scope of measures and locations with each department**
    - ■   Complete measure detail input forms for each department
    - ■   Complete exception by location matrix for each department
    - ●   Identify initial users and complete user worksheet for each department

- - Complete user hierarchy
  - Define groups
  - Complete privileges worksheet
  - Identification of security model
  - Define database configuration settings
  - Determine historical data requirements
  - Review project timeline and update as required
  - **Sign off on business requirements for database**
- o Database Creation
  - Build the complete database
  - **Sign off on database structure**
  - Define books and reports
  - Build briefing books and reports
- o Database population
  - Write queries for one time data load of Beach Views data
  - Import data into Views
  - Test and validate queries
  - Establish maintenance procedures for queries if needed
- o User acceptance testing
  - Verify details of database
  - Compile and communicate required modifications
  - Make required changes
  - **Sign off on completed database**
- o Roll-out
  - System Administrator Training
  - Power User Training
  - User Training
  - Train the trainer
  - Documentation and hand off
  - User acceptance – Beta testing
  - Make modifications (if necessary)
  - Go live with system

Days allocated under the labor plan (attachment 1) can be reallocated for other uses if they are not needed during implementation for their specified use. For the purposes of this agreement a day is defined as one work day per person. For example, if two directors were on site working with two separate departments on the same day, you would be invoiced for two days work.

c) Data Conversion and Transformation

Performancesoft will provide the one time data conversion from the Beach Views system to Views and provide the necessary knowledge transfer to ensure Long Beach could maintain the process if desired.

> o 7 days are set aside for a one time data acquisition from Beach Views to our software
> o An additional 7 days are available for other systems if needed
> o Provide methodology, processes and documentation that are required for data conversion and data transformation for use with Views

D) Train the Trainer Package

To assist in maintaining your performance management initiative, we have included our train the trainer package. The intent of this package is to provide the City of Long Beach with internal resources able to deliver on going power user and user training. This package will deliver:

- Fully trained resources to conduct Views power user and end user training
- Facilitator guides and tools for trainers
- Observation of internal trainers with feedback
- User training materials that can be reproduced internally

4. Estimated Timeline

Specific project timeline will be jointly determined with Long Beach at the initial planning session during our kick off meeting. Specific activities to be completed are included in Attachment 1

5. Functions Excluded From the Scope

This project does not cover the following functions or deliverables:

- Network sizing, capacity analysis and performance considerations
- performancesoft$_{tm}$ is not responsible for direct extraction of data from Legacy Systems other than Beach Views. However, performancesoft$_{tm}$ will ingest the information into Views as long as the data is in a flat file or comes from an OLE-DB compliant source. The additional seven days set aside for data extraction discussed above could be utilized to assist with data extraction from other source systems if needed.

6. Project Team Roles

The following section details the roles and responsibilities for The City of Long Beach and performancesoft$_{tm}$

6.1 performancesoft_{tm} Responsibilities

Project Management – Gary Rose, Director Customer Service at performancesoft_{tm} performancesoft_{tm} will be the Project Manager and will coordinate the scheduling of performancesoft_{tm} resources and deliverables. The responsibilities of the Project Manager may include:

- Selection and assignment of appropriate resource to deliver project on time and within allocated budget
- Assisting the Project Sponsor with administration of the project
- Coordinating and arranging the necessary meetings and discussions either in-person or via phone with the complete project team
- Managing the activities of the performancesoft_{tm} team
- Developing the project schedule with milestones
- Escalating any issues to the Project Sponsor of The City of Long Beach for resolution in conjunction with the Long Beach Project Manager
- Work activities/training to be performed at the performancesoft_{tm} Center of Excellence in Washington, DC, Toronto, or City of Long Beach designated site
- Coordination of Subject Matter Experts to ensure that adequate resources are available to support project's efforts in a timely manner
- Provide weekly status of project and document any issues encountered during implementation efforts as appropriate
- Assist with the development of documents that help facilitate system administrator and end-user training at all levels

Requirements Gathering
- Will provide process documents that form the basis of source data from all Views, such as templates. These requirements will be translated into documents to assist in the development of Views, which will be approved by the Project Sponsor of the City of Long Beach

- **In addition to on site implementation services, Views Technical Consulting and Development Qualified technical support representatives will be available to assist Long Beach Monday to Friday as needed between 8am EST to 5pm EST. After hours support is also available from 5pm to 8pm EST Monday to Friday. Use of Performancesoft standard technical support (please see Performancesoft Maintenance and License Agreement) will not be applied towards the implementation days used prior to going live with the Performancesoft system.**

Training – Darren Weiss – Specialist, FKA Certified by January 30, 2007
performancesoft_{tm} will provide a certified technical trainer to train the City of Long Beach project team and initial end-users on Views Training will be conducted onsite at The City of Long Beach. Tasks for this resource may include:

- System Specialist (Administrator) training (up to 4 people per session)
- Provide training manuals and other training materials for system administration and user training
- End-user training on Views that enables users to successfully navigate through the system as well as building objects (ie. Books and Reports) within tools
- Develop an end-user document that outlines the basic features and functions unique to the usage of Views and performancesoft$_{tm}$ track.
- Conduct a train the trainer session preparing Long Beach to deliver user training in the future. Also providing necessary documentation and course materials
- Performancesoft will provide the assigned resources as stipulated in our resume submission. Any changes will be approved by the City of Long Beach.

Database Build – Melissa Pulham - Specialist

performancesoft$_{tm}$ will provide a certified remote administration specialist to build the databases agreed to during the course of planning. Tasks for this resource may include:

- Complete detailed definition of measures and other Views objects
- Provide input or request clarification of any documentation provided for building the database(s)
- Provide performancesoft sign-off on business requirements for database

Data Extraction and Data Load – Alice Carafoli – Data Specialist

performancesoft$_{tm}$ will provide a data specialist for the one time data load of Beach Views data to our Views software. Tasks for this resource may include:

- Query writing
- Documentation regarding process
- Provide advice and consultation for data extraction from other data sources if needed

Roles and Responsibilities for Views

Project Manager for Views (Gary Rose, Donna Jung)

The Project Manager works closely with the client's Project Sponsor and / or Manager to develop a detailed implementation plan; determine the most appropriate way to design their performance framework in our software (taking into consideration short and long term goals); coordinate training; develop guidelines & procedures to develop and maintain the Performance Management system; identify the best approach to deployment; and be responsible for managing the overall implementation. The Project Manager becomes the designated' Client Manager' for each of our clients and is responsible for ensuring deliverables are achieved and all appropriate documentation is submitted and approved.

Implementation Specialist for Views (Darren Weiss)
The Implementation Specialist conducts all of the training for System Specialists and end Users. All of performancesoft$_{tm}$ Implementation Specialists go through a detailed training program when they join our team. This includes rigorous training on our software, on-site observation of other trainers, and hours of observation done by our expert Specialists. They are also required to become 'Certified Technical Trainers' through Friesen, Kaye and Associates (FKA), a training company that has specialized in training and performance improvement since 1966. Additional performancesoft$_{tm}$ resources are assigned as appropriate.

6.2 City of Long Beach Roles and Responsibilities

Sponsor
The City of Long Beach will provide a Project Sponsor who will:
- Assist with the high level business requirements of the project
- Assign resources from City of Long Beach to assist with the delivery of project milestones
- Authorize access to background documents and tools
- Provide on-going feedback and confirmation of project direction
- Act as facilitator to assist in gaining access to individuals and departments to fulfill program
- Project Sponsor will resolve issues that have been escalated by the Project Managers

Project Manager

City of Long Beach will provide a Project Manager to coordinate the scheduling of resources and deliverables. The responsibilities of the Project Manager may include:
- Selection and assignment of appropriate resources to deliver project on time and within allocated budget
- Administration of the project under the direction of the Project Sponsor
- Coordinating and arranging the necessary meetings and discussions either in-person or via phone with the complete project team
- Managing and documenting the activities of The Long Beach team
- Assist with developing the project schedule and milestones
- Maintain project schedule oversight with adherence to all requirements and deliverables
- Developing and adhering to the project schedule
- Escalating any issues to the Project Sponsor of The City of Long Beach
- Ensure adequate resources are available to support project efforts in meeting milestones, tasks and deliverables
- Acknowledge and validate completion of tasks on a weekly basis to the Project Sponsor per the Statement of Work.

- Develop repository for all documents related to the implementation of performancesoft$_{tm}$ Views
- Coordinate efforts to review and validate measures disseminated to departmental heads
- Coordinate efforts with other project managers to capture milestones, tasks to effectively track performance
- Will work closely with performancesoft$_{tm}$ personnel and liaise with performancesoft$_{tm}$ Implementation Director

System Administrators

The City of Long Beach will designate at least one Views system administrator who will:
- Possess a solid understanding of the City of Long Beach operations
- Be available to answer questions or provide input during the project
- Participate in Views training
- Act as first line of defense for questions from The Long Beach end-users regarding use of Views
- Provide feedback to performancesoft for project team

IT / Technical Support

City of Long Beach will designate a Technical Support person or team who will:
- Assist the performancesoft$_{tm}$ project team with installing Views on the appropriate computer technology
- Be available to answer questions or provide input during the project
- Assist with the development of process documentation for all data import/export procedures

Please note that the roles and responsibilities listed above may be executed by a single individual. Each role does not necessarily mean that a separate City of Long Beach resource is required.

7. Project Assumptions

To execute the project successfully, several key assumptions have been made. Deviations that arise during the proposed project will be managed by the combined performancesoft and Long Beach project team.
- All documentation provided will become the property of the City of Long Beach

- All project related work will be performed at the performancesoft$_{tm}$ Centers of Excellence or The City of Long Beach designated locations as agreed by the project team

- performancesoft$_{tm}$ will be provided with access to all of the necessary software and systems to perform its responsibilities as defined in this SOW
- performancesoft$_{tm}$ will have access to all necessary internal Long Beach reports, databases and current analysis documents as needed to define the requirements
- City of Long Beach business and technical personnel will be provided to the project, as documented in this SOW and will actively participate on the project according to the agreed upon project plan
- The existing IT infrastructure is sufficient to support the project
- performancesoft$_{tm}$ will allocate the appropriate resources for each of the defined roles, based on the required skill set
- All requested information will be provided to performancesoft$_{tm}$ on a timely basis to complete the project within the required timelines

8. Completion Criteria

performancesoft$_{tm}$ will have completed its obligations under this SOW when any one of the following first occurs:

- performancesoft$_{tm}$ achieves all of the deliverables and checkpoints described in this document through review and acceptance by The City of Long Beach

9. Non performance of performancesoft resources.

- performancesoft$_{tm}$ will provide skilled and trained professionals in both the performancesoft Views application and any underlying technical component of the software application. The City of Long Beach reserves the right to direct the replacement of any performancesoft staff assigned to the project as deemed to be performing inadequately. performancesoft$_{tm}$ will provide a qualified replacement within two weeks.

10. Work Schedule
performancesoft$_{tm}$ consultants can be onsite 4 days a week Monday through Thursdays maximum of 32 hours per week per individual, up to 8 hours per day. All work will be performed in Long Beach, California or at a performancesoft$_{tm}$ Center of Excellence, unless Long Beach and performancesoft$_{tm}$ agree otherwise in writing.

11. Price and Invoicing

The information below will appear in schedule 1 of the Software License Agreement and reflects the invoicing terms of the contract.

Overall Project Costs

This section details the costs associated with purchase and implementation of Performancesoft Views.

The breakdown is as follows:

Software License Fees (One Time Fee)

Base software – Performancesoft Global Edition
Unlimited Users for a Single Server Installation

Modules Included:

- Unlimited Internet Publishing
- Advanced Data Connectivity
- Advanced Scheduling
- Web Server Module
- Data Mart Module
- Audit Trail
- Open Database Support
- Advanced Authentication
- Advanced Administration

Users Included:
- Unlimited number of users

Total Software Cost   **$245,000**

Implementation and Training

All fees detailed in the implementation pricing and deliverables schedule are firm fixed price.

Functional Configuration:

- 1 day of preparation activity and initial conference

call to review project timeline, roles, and scope $1,224

- 42 days of business requirements- defining measure
structure, locations, user hierarchy, user groups, and
security modeling $59,408

- 35 days of database creation $23,948

Interface Development:

- 7 days of interface and query development to enable
measure and data import capabilities from The Long
Beach BeachView System into Performancesoft, this
includes a one time data load $8,030

- 7 days of interface and query development to enable
FAMIS import capabilities into Performancesoft $8,029

Documentation:

- 2 days for document development and final hand off of
database. Electronic (PDF) and hardcopy documentation
will be provided $1,958

Testing of software, interfaces, hardware, etc..:

- 12 days of database testing, modifications, and user
acceptance testing $12,850
- 6 days of final database testing, user acceptance, final
database modifications, and database rollout $5,875

Training:
*The cost of training has been calculated based on the assumption of Performancesoft
training for up to 456 users; the city will be responsible for training all other
Performancesoft users.*

- System Administrator Training
  - 8 total attendees
  - 2 classes
  - 4 total days $5,517

- Power User Training
  - 48 total attendees

- o 4 classes
- o 2 total days $3,058

- Executive User Training
  - o 400 total attendees
  - o 33 classes
  - o 10 total days $14,692

- Train the Trainer Certification
  - o 4 attendees
  - o 1 class
  - o 3 total days

                                                 $14,550

Additional Services:
Performancesoft is offering 16 additional days of general purpose
services to the city or any city departments. Services can be used
for training, implementation days, consulting days, technical services,
or any other service that relates to the Performancesoft software system-
how these days are used is completely up to the city's discretion.

                                                 $21,321

Total Implementation and Training Cost   **$180,460**

Total Maintenance Cost for One Year   **$44,100**

Total Software, Implementaion and Maintenance Cost Year 1   **$469,560**

- o *Please note – Additional implementation and or training days can be purchased at anytime by the city for $2,000 a day.*

Invoicing and Payment

All fees detailed in this pricing, implementation deliverables and maintenance schedule are firm fixed price.

Software License Fee

The one-time license fee payment is $245,000.00

Licensee is purchasing the following:

Performancesoft Views Global Edition
Unlimited Users
Single Server Installation

The License fee will be invoiced and due when the software has been successfully tested (definition below).

Definition of Testing:

Testing of performancesoft Views software with one department's measures converted into the Performancesoft system will be completed by December 15, 2006.

Successful testing is defined by download of the product with installation on a server within the City of Long Beach and demonstrating its out of the box capabilities.

performancesoft will provide full support for the software load and testing as required.

Implementation Services

Performancesoft agrees to provide 147 person days of implementation services and training support at a cost of $180,460.00. This figure includes travel and expenses.

The Implementation Fees will be invoiced when the system goes 'live' (definition below). Any implementation days unused on the go live date will be invoiced when used.

Definition of 'Going Live':

Going live is defined as the point where the database(s) designed and populated by performancesoft are built, populated with available data from Beach Views, other agreed upon source systems and deployed city wide to its users.

Annual Maintenance and Support Fee

The initial Maintenance and Support Fee is $44,100.00 and includes maintenance and support services provided by Performancesoft for a period of 12 months.

The Maintenance fee will be invoiced and due when the software has been successfully tested (definition above).

The dates for the 1st year maintenance coverage will start on the date the city agrees that the Performancesoft system has been successfully tested (see definition above) and end 365 days later.

Thereafter, annual maintenance and support shall not renew automatically and may be renewed at Licensee's option. Annual maintenance and support charges shall not be subject to increase (escalation or otherwise) other than in respect of the addition of new software purchases and shall remain perpetually renewable at a fee equal to $44,100 per year for the life of the agreement. If additional software is ever purchased, the maintenance fee will be calculated at a fee equivalent to 18% per annum of the cumulative value of license fees purchased.

APPENDIX I
Performancesoft Implementation Plan

performancesoft.

MEASURE · MANAGE · PERFORM

* Assumes a Total of of 2000 Data Measures *

IMPLEMENTATION MEETING	ACTIVITY	Responsibility	Performancesoft Estimated Days Scheduled	Days On Site	# of Trips
PREPARATION AND PLANNING - BUSINESS REQUIREMENTS					
Preparation Activity / Initial Conference Call	Provide introductions and discuss roles in implementation	Performancesoft	1	0	0
	Review Performancesoft's approach to remote administration	Performancesoft			
	Review documentation sent to client	Performancesoft			
	High level review of client's performance management initiatives and plans for using Views	Performancesoft and Client			
	Identify high level timelines and scope	Performancesoft and Client			
	Transfer of relevant documentation	Performancesoft and Client			
Business Requirements Definition	Review and agree to the structure and scope of the Pilot View	Client	42	20	5
	Map out measure structure based on information provided by client	Performancesoft			
	Map out location structure based on information provided by client	Performancesoft			
	Sign-off on scope of measures and locations	Client			
	Complete the Measure Detail Input form	Client / Performancesoft			
	Complete the Exceptions by Location matrix	Client / Performancesoft			
	Identify initial users of Views and complete User Worksheet	Client / Performancesoft			
	Complete User Hierarchy	Client / Performancesoft			
	Define Groups (of Users)	Client / Performancesoft			
	Complete Privileges Worksheet	Client / Performancesoft			
	Identification of Security Model	Client / Performancesoft			
	Define database configuration settings	Client / Performancesoft			
	Determine historical data requirements	Client			
	Review project timeline and update as required	Client / Performancesoft			
	Sign-off on business requirements for database	Client			
DEVELOPMENT					
Database Creation	Build the complete database	Performancesoft	35	2	1
	Sign-off on database structure	Client			
	Define Books and Reports	Client			
	Build reports and Briefing Books	Performancesoft			
Views Database Population	Write queries	Performancesoft	14	7	1
	Import data into Views	Performancesoft			
	Test and validate queries	Performancesoft			
	Create connectivity to source	Performancesoft			
	Establish maintenance procedures for queries	Performancesoft			
User Acceptance Testing	Verify details of database	Client	12	2	1
	Compile and communicate required modifications	Client			
	Make required changes	Performancesoft			
	Sign-off on completed database	Client			
ROLL-OUT					
System Administrator Training	Provide detailed training on all features of the software	Performancesoft	4	4	1
User Training	Training conducted for identified users Review and distribute implementation guidelines for how system is going to be used and updated	Performancesoft	2	2	1
Executive User Training	Train users on how to navigate within the tool	Performancesoft	10	10	4
Documentation and Hand-Off	Develop supporting documentation and provide to client	Performancesoft	2	0	0
	Final hand-off of database	Performancesoft			
User Acceptance - Beta Testing	Actual use of new database takes place onsite	Client	6	0	0
	Modifications made (if necessary)	Performancesoft			
Train-The-Trainer (all students have attended System Admin Trng)	Train up to 4 people in how to deliver User training and using Performancesoft training materials	Performancesoft	3	3	1
General Purpose Days	General Purpose Days that can used at the city's discretion- implementation, training, consulting, etc...	Performancesoft	16	As Needed	As Needed
	Total Days Required (Initial Set-Up)		147	50	15

Alice Carafoli
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acarafoli@performancesoft.com

Profile of Skills

General:
Analytical and problem solving abilities reinforced by a strong mathematical and statistical background together with the interest in machine learning theories and techniques

Programming skills:
C and C++ programming, Unix Bourne Shell programming; RDBMS SQL server; knowledge of: Visual Basic - user interface for database, and web technologies as Java script, PHP, HTML

Software:
Performancesoft Views, Performancesoft Track, Crystal Reports, Business Objects, Clementine, Statistica, Matlab, MS Office Suite, Visio, Macromedia Dreamweaver

Languages:
Italian written and spoken: mother tongue
English written and spoken: fluent
French written and spoken: fluent - one year stay in France

Education

Eligible Member of the Italian Engineer Association June 2005

University College London, United Kingdom 2003 - 2004
Masters Project: Intelligent Systems - Machine Learning

Università degli Studi di Modena e Reggio Emilia, Italy 1997 - 2003
Masters Degree: Computer Engineering

I.C.A.M. Engineering School Lille, France 2001 - 2002
International student exchange programme for one year

Business Experience

Performancesoft – Specialist, Customer Services
April 2006 – Present

* Conducted System Administrator and User Training for
Government and corporate clients.
* Guided customers through the building of their performance
measurement framework in Performancesoft Views software
* Completed technical quality assessments of customer databases, and provided
written and verbal feedback
* Developed and updated training materials and supporting documents
* Provided prompt and thorough communication with customers and internally,
through the documentation of goals and outcomes of meetings

* Key customers worked with: The British Council, Wiltshire Police Constabulary,
Derbyshire Fire and Rescue Services, St. Regis Paper.

Business Objects - Technical Engineer
November 2004 – March 2006

* Respond to customer queries by phone and email, and provide
troubleshooting steps to resolve these issues
* Reproduce customer environments using VMWare software, and run tests to
replicate and solve customer issues
* Increase customer's ability to solve their issues without assistance by writing
Knowledge Base articles for publication on the public Business Objects website

Az. Naviglio Wine Production Company, Italy - IT Support Technician
1999 - 2004 ad hoc commitments while studying

* Technical support: hardware and software maintenance experience using XP,
Windows 2000, Win98, NT
* Training: training the administration staff to an intermediate level in Word,
Microsoft Office suite, Outlook
* Ability to communicate step-by-step solutions to users in a timely manner
* Represented the company during International Exhibition "Vinitaly"- Vr and
national ones "Lambrusco Mio"- Mo, facing clients and establishing relationships

Voluntary Services, Italy - Tutor
1996 - 2003

* Teaching underprivileged children mathematics, physics and statistics in both Italy
and France

Interests

I enjoy cooking, reading, rollerblading, cycling, learning languages and traveling

Darren H. Weiss
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Education

Washington University in St. Louis	3.75 GPA	8/03-5/05
B.A. in Anthropology – *Magna cum Laude*		
The George Washington University	3.94 GPA	8/02-5/03
Pennsylvania State University	4.00 GPA	8/01-5/02

Awards

Sigma Chi Science Honorary	2005
Lambda Alpha Anthropology Honorary	2005
Washington University in St. Louis	
Senior Honors for Anthropology Thesis	2005
Contributions to Anthropology Award	2005
National Society of Collegiate Scholars – member	2003-2005
National Deans List	2003-2005
George Washington University Scholar in Residence	2003
George Washington University Dean's List for 2/2 completed semesters	2002-2003
Pennsylvania State University Freshman Award for Academic Excellence	2002
Pennsylvania State University Dean's List for 2/2 completed semesters	2001-2002

Work/Volunteer Experience

Performancesoft, Inc
    Fall 2005 – present

- Conducted System Administrator and User Training for government and corporate clients
- Guided customers through the building of their performance measurement framework in Performancesoft Views software
- Completed technical quality assessments of customer databases, and provided written and verbal feedback
- Developed and updated training materials and supporting documents
- Provided prompt and thorough communication with customers and internally, through the documentation of goals and outcomes of meetings

- Key customers worked with: City of Olathe, Los Alamos National Lab, US Army Depot Tobyhanna, Nassau County and Lane County

International Institute; St. Louis, MO   2004
- developed a new research project
- initiated ethnographic research program with Bosnian refugees
- conducted ethnographic interviews with participants
- presented reports, statistics, and ethnographic data
- worked in refugee and immigrant community development

Washington International School; Washington, DC   summer 2003
- taught reading and writing (in English) to children ages 6 to 9
- worked with children in "After Care" program

Joel Nafuma Refugee Center; Rome, Italy   2002
- taught English and computer skills to refugees
- set up a library and classroom inside the Refugee Center

- worked with refugees to find employment and shelter in Rome
- gained fluency in the Italian language

Service International de Documentation Judéo-Chrétienne; Rome, Italy   2002
   - worked as a bookkeeper and an assistant librarian

L'Aperagina; Torre dei Passeri, Italy   2002
   - worked as a farmhand for one month, clearing fields, cooking, and cleaning

Global Routes, Project: Thailand; Ban Lao, Lamphun District, Thailand   2001
   - spent three months living in a small Thai village
   - performed community service
   - taught English to children in Ban Lao and surrounding areas
   - helped construct a library for the community
   - gained proficiency in the Thai language

Global Routes, Project: Kenya; Esibila, Kenya   1999
   - spent three months living in rural Kenya
   - performed community service
   - helped build three schoolhouses
   - researched and set up HIV/AIDS workshops for the community
   - taught English to schoolchildren in the community
   - gained proficiency in Swahili

Skills
Languages
   - Fluency in English and Italian
   - Proficiency in Hebrew; familiarity with Spanish, French, Swahili, and Thai
Computer
   - Very skilled with all Microsoft Office programs; also extremely capable with Microsoft Windows
     operating systems, and most other computer programs
Administrative/Other
   - Wonderful organizational skills, time management, efficient worker
   - Knowledgeable about international issues: world history, peace/conflict studies, international politics,
     human rights and global health
   - Comfortable and at ease talking to and working with individuals from all over the world
   - Fast learner

Interests
Peace/conflict studies and resolution, teaching/education, international politics and affairs, refugee and
immigration issues, research, alternative medicine/medical anthropology, sociocultural anthropology,
community development, languages, traveling, cross-cultural/intercultural education, leadership issues,
reading, writing, outdoors, history

18 Leeward Drive
Brampton, Ontario
dmmiller@sympatico.ca
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Donna Jung

CORE STRENGTHS

Performance Management	Leadership
Presentation Skills	Staff Training and Development
Change Management	Problem-Solving
Team Player	Individual High Achiever

PROFESSIONAL EXPERIENCE

Performancesoft - Toronto, ON
Senior Vice-President, Professional Services   2003-Present

- Manage up to 28 direct and indirect employees in North America and UK
- Build and maintain relationships with new and existing customer base
- Operate as performance management expert in support of numerous strategic marketing campaigns (conferences, workshops, Webinars), and sales activities
- Assist in complex sale cycles with multiple decision-makers; construct custom implementation packages to meet prospect requirements
- Project manage installations of Performancesoft Views (pbviews) software for key customers and business partners, including OCE, Honeywell, Lane County, California State University, BellSouth and HealthNow.

Accomplishments

- Managed delivery of $2M+ of Professional Services revenue per year
- Reduced undelivered professional services days by 10% each year

Performancesoft - Toronto, ON
Director, Implementation Services   2001-2003

- Project Manager for large, complex installations of Performancesoft Views (pbviews) software in public and private sectors
- Facilitate customer workshops aligning performance measures to organizational strategy
- Lead and guide customers in the definition of their performance management processes, procedures, and guidelines
- Assign implementation specialists to deliver training component of project
- Key customers included: US Federal Aviation Administration (FAA), DND (Army), Johnson and Johnson, Honeywell, and Motorola.

Accomplishments

- Successfully managed over 50 new customer implementations
- Promoted to the Performancesoft management team, reporting to the CEO
- Developed detailed expertise on performance management methodologies (Six Sigma, Balanced Scorecard, President's Management Agenda, Malcolm Baldrige, ...)

Donna Jung

Nortel Networks – Brampton, ON
Senior Manager, Global Performance Management   2000-2001

- Global Leader in a $22B business; Champion in implementing Nortel Networks' Strategy Map and Balanced Scorecards.
- Coordinated large-scale utilization of Performancesoft Views (pbviews) management reporting system

Accomplishments

- Drove implementation of hundreds of standardized performance indicators across Customer Care, Supply Chain Process, Repair Services, IT, and Human Resources
- In 4 weeks, influenced global Customer Care leaders to commit to performance management standardization, developed centralizing reporting tool to consolidate information, enabling the reporting of global data and information to President

Nortel Networks – Brampton, ON
Manager, Business Development, Metrics, and Customer Conferences   1998-2000

- Manager of up to 7 people; completed objective alignment, performance reviews, and provided operational leadership and guidance
- Monitored, evaluated, and reported organizational process performance using trending analysis and benchmarking
- Responsible for tracking and reporting TL9000 quality measures for all product lines
- Planned and delivered 3 customer conferences, each with up to 125 attendees

Accomplishments

- Awarded by APQC (American Productivity and Quality Center) Best Practice in North America for Balanced Scorecard Implementation.
- 1999 & 2000 Top Talent Award; 2000 Voyager Top Tier Pride Award

Nortel Networks - Brampton, ON
Information Services (I.S.) Client Management - Wireless Networks   1996-1998
Senior Specialist, Program Management   1994-1996
Process Engineer - Global Software Engineering Process   1993-1994

EDUCATION

Transformational Arts College - Toronto, ON   2002
Psychotherapy Diploma (RIHR - Registered in Human Relations)

University of Ottawa - Ottawa, ON
Master of Science - Systems Science   1993

University of New Brunswick - Fredericton, NB
Bachelor of Science - Mathematics (Operations Research)   1991

References Available upon Request

G A R Y   R O S E

5529 Dunsmore Road ▪ Alexandria, Virginia 22315 ▪ garyndiane@cox.net ▪ 703.719.5425

SUMMARY OF QUALIFICATIONS

- 20 years experience in **program and project management,** and **analysis and development** of agency-wide programs and processes including **training** and **procurement**
- Exceptionally strong at **facilitation, needs assessment,** identifying problems, formulating customized options, and working **collaboratively** with customers and staff in selecting the most practical solutions and **implementing processes**
- Commitment and passion for **building relationships** with staff, managers and clients, and helping them to isolate and surmount the challenges that face them
- Esteemed for **dependability, honesty** and **leadership;** highly respected by clients and staff for providing **high quality products** and service, and meeting and **exceeding expectations**
- At PTO, managed an $85 million **budget,** allocating funding to 8 program offices affecting over 800 employees
- Expertise and specialization in the **implementation of Views** to help organizations manage, monitor, analyze and report their performance information

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PROFESSIONAL EXPERIENCE

2005 -
Present

Director of Customer Services, Performancesoft A Division of Actuate, Vienna, VA

Responsible for the end-to-end implementation of Performancesoft Views software. Ensures successful Views implementation by having a clear understanding of customers' expectations, key players, and timelines, while providing guidance as to project scope, project critical success factors, and performance management methodologies and practical application.

- Project Manager for large, complex installations of Performancesoft Views (pbviews) software in the public and private sector
- Lead and guide customers in the definition of their performance management processes, procedures and metrics
- Assign implementation specialists to deliver training component of project
- Coordinate and facilitate customer user group meetings throughout the country
- Key customer included: Los Alamos National Lab, Lane County, Washington Gas Light, Florida A&M University, U.S. Library of Congress, and Boise Cascade Corporation.

1999 - 2005   **SENIOR CONSULTANT,** U.S. Customs and Border Protection, Washington, D.C.
Contracted through Q.E.D. Consulting, LLC

Provide program management, training development and implementation support to Customs and Border Protection (CBP), initially focusing on the agency-wide National Training Plan and since September 2001, the Anti-Terrorism training work group. Served in the role of QED Program Manager of the $750,000 annual contract with CBP for two years.

Training and Development
- Key player in the analysis and development of training needs across the organization.
- Collaborated with the client in identifying key roles within the agency, selecting individuals who would participate in focus groups and respective task forces. Facilitated several focus groups, conducting needs assessment, gap analyses and ultimately developing recommendations for the client.
- In conjunction with the client representative, led the effort in formulating key funding requirements, crafting the prioritization process, and in drafting portions of the overarching National Training Plan (NTP). Assisted the client in identifying core recurring training needs for 10 distinct occupations or over 80% of the agency's staff.
- Supported the client in building the NTP infrastructure, including formulating policies, procedures, primary objectives, key roles, and a funding structure to track costs. Assisted in identifying program support needs and subsequently helped to expand the training team from 4 to 25 members in 1.5 years. Previously no consistent approach to training existed within the agency, including mechanisms to track individual programs, expenditures, metrics, and the proper selection and success rate of attendees.

Program Management

- Provided program management support to the Office of Training and Development on various Anti-Terrorism training initiatives. For the Container Security Initiative (CSI) Orientation Program, was responsible for overseeing and coordinating the training of 160 employees per year helping them prepare for their assignment overseas. Developed and updated materials and job aids, evaluated and selected vendors, coordinated schedules and continually lead a team tasked with evaluating and improving the training program.
- Projected funding needs, tracked costs and monitored the scheduling of core training within the National Training Plan.
- Provided program management support in the first training session attended by officers from Customs, Border Patrol, Immigration and Naturalization Service and Department of Agriculture. Worked collaboratively with the government Program Manager in identifying key responsibilities and overlap among the agencies and revising course materials to address common and unique issues. Exceeded expectations of the respective agencies in the successful delivery and outcome of the sessions.
- Took a lead role in supervising and implementing the first mandatory anti-terrorism training program designed for Customs Inspectors. Created action plans, facilitated meetings and monitored the development of the train-the-trainer course attended by approximately 120 Inspectors. Reviewed course materials prior to initial training to ensure they were in compliance with curriculum design standards.
- Assisted in the development of key components of a succession plan within the FDA, noting driving forces of attrition rates, and researching and presenting best practices for employee retention.

1986 – 1999   **ANALYST**, U.S. Patent and Trademark Office (PTO), Commerce Department, Washington, D.C.

Implemented a new procurement process within the PTO, employing keen facilitation, problem-solving, training and negotiation skills to educate program offices on the goals and benefits of the new system.

Management Analysis

- As a key member of the implementation team, worked closely with the procurement specialist and contracting officers within the PTO, and developed and delivered a communication program to convey the benefits of the program in an environment normally resistant to change. In a sensitive and very difficult setting, successfully enabled a paradigm shift within the agency, resulting in a 45% streamlining of the acquisition process.
- Trained and facilitated multiple cross-functional acquisition teams composed of members from key program offices, budget, procurement and information technology.
- By facilitating more than 30 focus group sessions across the country, helped program offices identify and prioritize the most critical internal and external customer satisfaction issues. Based on results of focus sessions, developed process improvement recommendations for the client, with the goal of significantly improving PTO's customer satisfaction.
- Completed a train-the-trainer program conducted by Leadership 2000 on a creative strategic planning process. After leading several management work groups through this planning process, I not only became a proficient instructor but I was also recognized as a resident expert within the PTO in the use of the technical tools and software used in conjunction with the process.
- Completed a train-the-trainer course to learn the concepts and principles behind the quality management system known as the Total Quality Advantage (TQA). Delivered training to more than 200 employees over the course of a year.

Budget Analysis

- Managed an $85 million budget, which allocated funding to 8 different programs housing more than 800 employees. Conducted annual exercises in budget formulation and execution.
- Monitored $30 million in contracts and projected annual compensation for an office staffed with over 100 employees.

EDUCATION

Bachelor of Science, George Mason University, 1987
Business Administration with a Concentration in Finance

MELISSA PULHAM

24 Wellesley Street West
Toronto, Ontario
M4Y 2X6
416-929-8935
mpulham@hotmail.com

WORK EXPERIENCE

Specialist, Customer Services (Professional Services)   February 2005 to present
Performancesoft Inc.
- Design and build Performancesoft Views databases for key customers, including City of Chula Vista, Kaiser Permanente, OCE Business Services, and General Motors
- Project Manage the development of customer-facing Professional Services materials for new product, Performancesoft Track
- Write training materials for Track Administrator training

Implementation Coordinator   June 2004 to February 2005
Performancesoft Inc.
- Create reports for the Senior VP of Implementation
- Views administrator
- Manage information with new customers and track operational activities
- Coordinate travel itinerary for Implementation department
- Handle internal communication with sales, marketing and technology department
- Training Material Manager for latest software release
- User Group Conference Manager 2005

Purchasing Administrator   April 2003 to August 2003
Sterling Trucks
- Purchased office supplies for managers and staff members
- Created reports and spreadsheets for purchasing manager and staff
- Cleared and debited invoices through SAP
- Booked meeting rooms for managers and arranged travel itinerary
- Received and handed out faxes and photocopies to according departments
- Switchboard relief on a multiple line phone system

EDUCATION

Brock University   September 2000 to April 2004
St. Catharines, Ontario
Honors Business Administration
Concentration in Entrepreneurship

MELISSA PULHAM

24 Wellesley Street West
Toronto, Ontario
M4Y 2X6
416-929-8935
mpulham@hotmail.com

COMPUTER SKILLS

- Expert Performancesoft Views and Performancesoft Track skills
- Strong understanding of Microsoft Word, Excel, PowerPoint, and Outlook
- Microsoft Access
- Proficient with the Internet
- Cleared and debited invoices through SAP
- OrgPlus
- Webex Teleconferencing

SKILLS

- Strong organizational, analytical and multi-task skills
- Fluent in English with excellent interpersonal and communication skills
- Able to adapt to unanticipated changes and work well under pressure
- Self motivated and able to work independently with little direction
- Ability to take initiative in order to get the job done on time