

**PREPARED FOR**

North Slope Borough School District ("Subscriber")

P.O. Box 169

Barrow, AK 99723-0169

PREPARED BY

Brightly Software Inc ("Company")

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Cary, NC 27518

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PUBLISHED ON

April 02, 2024



Q-402335

Blake Mikesell
Director of M&O
North Slope Borough School District
P.O. Box 169
Barrow, AK
99723-0169

Dear Blake,

Thank you for your interest in our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for North Slope Borough School District:

Subscription Term: 14 months (05/01/2024 - 06/30/2025)

Cloud Services			
Item	Start Date	End Date	Investment
Event Manager Enterprise	5/1/2024	6/30/2024	1,823.00 USD
Asset Essentials Inventory	5/1/2024	6/30/2024	418.50 USD
2.0 Month(s) included at no additional cost on the first term 05/01/2024 - 06/30/2024			-2,241.50 USD
			Subtotal: 0.00 USD
Professional Services			
Item	Investment		
Event Manager Implementation with Consulting	8,644.00 USD		
AE Parts Standard Implementation	1,700.00 USD		
			Subtotal: 10,344.00 USD



Total Initial Investment

10,344.00 USD

- Unless otherwise indicated, product bundle promotional pricing is extended for the month in which the quote is created.

Cloud Services Subscription

Item	Investment Year 2 Start Date: 07/01/2024
Event Manager Enterprise	10,938.00 USD
Asset Essentials Inventory	2,511.00 USD
Multi-Product Bundle Promotion	-2,017.35 USD
Total:	11,431.65 USD



Asset Essentials Parts Standard Implementation Statement of Work

Summary:

Company will provide specified implementation services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. This 60-day implementation service includes access to Company's on-line Learning Management System (LMS), dedicated implementation resources, data loading assistance, and implementation guidance as Subscriber configures their account and trains end users.

In Scope: The items below will be considered in scope of this SOW:

1. Asset Essentials Parts Standard Implementation

Deliverables:

- Project kick off call with a dedicated Project Coordinator
- 60-day access to an interactive project plan
- Dedicated Implementation Specialist
- Optional one-time template-based data imports for available part and storage location data during the project period
- Up to four configuration support calls with Implementation Specialist
- Up to four go-live support check-ins with Implementation Specialist during roll-out
- User Acceptance Testing (UAT) guidance during the go-live support period
- Train-the-trainer best practices and content for account administrator
- Unlimited access to LMS and on-line help content (during and after implementation)

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal. Once the last deliverable has been completed, the service will be deemed delivered in full and the implementation project closed.

Assumptions:

Subscriber Assumptions:

- Subscriber will provide a single point of contact/project manager for the duration of the project.



- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as whitelisting IP addresses.
- The appropriate resources will be available for all scheduled activities.
- Should scheduled activities need to be rescheduled, Subscriber will be responsible for contacting the Project Coordinator or Implementation Specialist. Rescheduling will be subject to availability.
- Will provide relevant data to be loaded formatted in templates provided by Company, in a timely manner to be imported during the 60-day project period.
- If unable to provide data to be loaded in Company templates, Implementation Specialist will guide Subscriber on how to manually create records.
- Subscriber has up to five business days to confirm deliverable acceptance. No response will be interpreted as acceptance.
- Subscriber will be primarily responsible for providing access and training to end users.

Company Assumptions:

- Standard Implementation Services does not include evaluation of Subscriber's current practices, policies and procedures for the purpose of process improvement.
- Company will not troubleshoot any issues related to Subscriber IT infrastructure or mobile devices.
- Implementation Specialist will not access any 3rd party systems for the purpose of exporting data.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project Schedule:

Below is a sample project schedule of activities:

Project Kick-Off Call – Day 1	
Project Kick-Off	<ul style="list-style-type: none">• Confirm software and services purchased• Identify key stakeholders• Assign resources• Review implementation process• Schedule key implementation activities, including projected completion date• Access to Company's online Learning Management System• Access to interactive project plan
Intro to Parts Inventory – Weeks 1-2	
Account Setup and Configuration	<ul style="list-style-type: none">• Subscriber learns about fundamental setup and configuration for Parts via LMS<ul style="list-style-type: none">• Parts user roles• Storage locations• Parts and quantities• Parts categories• Kits• Tracking parts on work orders and assets• One call with your Implementation Specialist to prepare for importing available data• Subscriber begins filling out Company import template or setting up parts in AE



Parts Configuration – Week 3 - 4	
Account Setup and Configuration	<ul style="list-style-type: none">• Subscriber continues account configuration for Parts• Complete Parts import template• One call with your Implementation Specialist to review parts data prior to import
Complete Parts Configuration – Week 4 -5	
Account Setup and Configuration	<ul style="list-style-type: none">• Subscriber completes Parts configuration in AE• Subscriber ensures users are assigned the correct roles• One call with your Implementation Specialist to review Parts setup
User Acceptance Testing (UAT) – Week 5	
Use Case Testing and User Training	<ul style="list-style-type: none">• Subscriber completes specific use case tests with internal users to confirm expected functionality before roll-out• Final call with your Implementation Specialist to review UAT results and confirm UAT passed
User Training – Week 6	
Use Case Testing and User Training	<ul style="list-style-type: none">• Subscriber provides access and trains end-users on how to use AE to manage Parts• Leverage Help Documentation
Go Live Support – Weeks 5-9	
Go Live Support	<ul style="list-style-type: none">• Subscriber completes UAT and user training• Begin using Parts functionality in AE• Up to four weekly check-ins with an Implementation Specialist
Implementation Complete! – Day 60	
Implementation Complete and Project Close	<ul style="list-style-type: none">• Final go-live support check-in• Project Coordinator introduces on-going Company resources• Close project

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full implementation service.



Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.



Event Manager – Implementation with Consulting Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement Event Manager (EVM), an on-line event management system. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet Subscriber's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this EVM SOW:

1. Implementation with Consulting
2. Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, user, category, event data loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Tenant Administrator and Approver roles
- API enablement, if requested by Subscriber (applicable to EvM Professional and Enterprise only)
- Go-Live consulting support
- Unlimited access to LMS and online Help content (during and after implementation)

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kick-off call complete
 - Discovery call complete
 - Data, configuration, and training requirements documented
- Available data loaded
 - Available location, user, category, event data is loaded in EVM to meet documented data requirements.
- Account Configuration
 - Account has been setup and configured to meet documented configuration requirements.
 - Optional and applicable to EvM Professional and Enterprise only: Payment gateway setup
 - If requested by Subscriber, API enabled and credentials provided to Subscriber
- User Acceptance Testing



- Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
 - Tenant Administrator and Approver roles have received training on their respective roles.
- Go-Live Support
 - 30-day Go-Live Support period has been concluded.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, e-mail access, and web link access to the software such as whitelisting IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For on-site activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- API enablement is included with Professional and Enterprise versions of EvM only and upon request
- API development or consulting services are not included
- Online payment fees apply when using the payment gateway feature. A detailed explanation of payment fees can be found here: <https://community.brightlysoftware.com/s/article/Event-Manager-Payment-Fees-Explained> (<https://community.brightlysoftware.com/s/article/Event-Manager-Payment-Fees-Explained>)
- The Invoice (charging for an event/location) Payment Gateway feature applies only to Professional and Enterprise versions of EvM. For all versions of EvM the Registration (registration or sale item) Payment Gateway feature is available for Core, Professional, and Enterprise.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For any on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.



Project schedule and approach:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated project completion date
 - Access to Company's on-line Learning Management System
 - Access to an interactive project plan
- Discovery with Consultant
 - Interview key stakeholders to understand specific maintenance & operations objectives
 - Overview of EVM with key stakeholders, including data import requirements
 - Determine optimal EVM configuration to meet operational requirements
 - Document data, configuration, and training requirements
 - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
 - Review, cleanse, and load available location, user, category, event data
- Account configuration by Consultant
 - Populate key drop-down menus
 - Assist with layout, branding, and community use configuration
 - Configure workflow for request/approval of events
 - Assist with configuring invoicing and cost recovery
 - If applicable, Payment Gateway configured
 - If applicable, API is enable
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
 - End-to-end walkthrough for their role
 - Desktop and mobile training
- Go-Live Support
 - Company provides (4) weekly check-in calls with implementation specialist and Subscriber
 - Company implementation specialist addresses any issues identified. Where issues require product support, implementation specialist will submit to Company Support.
 - Company consultant adjusts configurations as needed prior to project close.
- Project Close

Sample Project Timeline (project timelines may vary):



Timeline/Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A														
Discovery Call														
Data Review														
Data Loading														
Account Configuration														
UAT (User Acceptance Testing)														
User Training														
Post-Consulting Call														
GLS (Go Live Support)														
Project Close														

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of the Go Live Support period, the main consulting milestone will be completed and will trigger billing for the full consulting service.



Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- Billing frequency for Cloud Services will be Annual.
- First Cloud Services invoice to be sent on or around .
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.



Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-402335 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>)
- Brightly Software, Inc. can provide evidence of insurance upon request.



At Brightly, we understand the yearly budgeting cycle of educational institutions. If you need us to pro-rate the annual fee based on your budget cycle, please let me know. I will provide you with the pro-rated cost based on the number of months remaining in your fiscal year.

Thanks again for your interest in utilizing our web-native solutions to integrate and more efficiently manage your operations. Please feel free to contact me with any questions at or by email at brianne.lehman@brightlysoftware.com.

Sincerely,
Brianne Schlott-Lehman
Brightly

Please address the purchase order to:

Brightly Software, Inc
11000 Regency Parkway, Suite 300
Cary, NC 27518

***** Please mail or email the purchase order to brianne.lehman@brightlysoftware.com.**



Signature

Presented to:

Q-402335

March 25, 2024, 5:15:07 PM

Accepted by:

Printed Name

Signed Name

Title

Date