



City of Tulare

Board of Public Utilities Commissioners Meeting Agenda

Commissioners
Ray Fonseca, President
Tony Sozinho, Vice President
Renee Soto
Blake Wilbur
Brian Nunes

Tulare Public Library & Council Chamber
491 North M Street, Tulare CA 93274
www.tulare.ca.gov

Thursday, November 7, 2024
4:00 p.m. Regular Meeting

Regular meetings of the Board of Public Utilities Commissioners are held on the first and third Thursdays of each month in the Council Chamber located in the Tulare Public Library at 491 North M Street, Tulare, subject to cancellation. Additional meetings of the Board may be called as needed.

Attend meetings in person or access the meeting live via YouTube. For those that wish to provide public comment while not physically in attendance, call **(559) 366-1849** during Public Comment and/or Public Hearing and General Business items. Please note that there will be approximately a 20-second delay in broadcast for viewers. When calling in, mute the device used for viewing the meeting.

Those who wish to address the Board are encouraged to complete a public comment card. Each person is permitted three minutes to speak. Depending on the extent of the agenda and the number of persons wishing to speak on an issue, the chair may, at the beginning of the item, limit the time for individual comments. When deemed necessary, the chair may extend the time allowed without objection from the Board.

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification from the City Clerk's Office at (559) 684-4200. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting.

City of Tulare YouTube Channel:

https://www.youtube.com/channel/UCdWZiv2o7do1JY0OvGe1_aw/videos



Documents related to items on the agenda are accessible on the City's website at www.tulare.ca.gov and available for viewing at the entrance of the Council Chamber.

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- 1. CALL TO ORDER**
 - 2. PLEDGE OF ALLEGIANCE AND INVOCATION**
 - 3. PUBLIC COMMENT** - Members of the public wishing to comment on any item not appearing on the agenda may address the Board at this time. State law prevents the Board from acting on any matter not on the agenda; however, your comments may be referred to staff for follow up. This is also the time for the public to comment on items listed under the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to Public Hearing and General Business items will be heard at the time those items are discussed. In fairness to all who wish to speak, public comment is limited to a total of fifteen minutes with each speaker allowed three minutes, unless otherwise extended by the Board. Please begin your comments by stating your name and providing your city of residence.

- 4. **COMMUNICATIONS** - Communications are to be submitted to the City Manager’s Office ten days prior to a Board meeting to be considered for this section of the agenda. No action will be taken on matters listed under Communications; however, the Board may direct staff to schedule issues raised during Communications for a future agenda.

- 5. **CONSENT CALENDAR** - All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted in one motion without discussion. If discussion is desired, that item may be removed and considered separately.
 - 5.1 **Approval of Board Meeting Minutes.**
Recommended Action: Approve the minutes of the special and/or regular meeting of October 17, 2024. [M. Hermann]

- 6. **GENERAL BUSINESS** - Comments related to General Business items are limited to three minutes per speaker, for a maximum of 30 minutes per item, unless otherwise extended by the Board.
 - 6.1 **Street Sweeping Contract Renewal.**
Recommended Action: Award and authorize the City Manager to sign a one-year contract extension with SCA (Sweeping Corporation of America) of CA, LLC in the amount of \$596,774.08 subject to minor conforming changes acceptable to the City Manager and City Attorney to provide street sweeping services for the City of Tulare; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of the contract amount (\$59,677.41). [A. Bettencourt]

 - 6.2 **Award CMMS Contract to Brightly Software Inc.**
Recommended Action: Award and authorize the City Manager to sign a two-year contract with Brightly Software Inc. in the amount of \$78,477.87 for a Computerized Maintenance Management System (CMMS) for the City’s Water Division; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of the contract amount (\$7,847.79). [A. Bettencourt]

7. **ITEMS OF INTEREST**

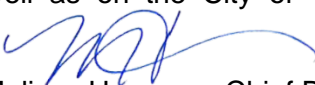
8. **ADJOURNMENT**

The next regularly scheduled meeting of the Board of Public Utilities Commissioners is Thursday, November 21, 2024, at 4:00 p.m. in the Council Chamber, 491 North M Street, Tulare.

AFFIDAVIT OF POSTING AGENDA

I hereby certify, in conformance with Government Code Sections 54954.2, this agenda was posted in the kiosk at the front of City Hall, 411 E. Kern Avenue, as well as on the City of Tulare’s website (www.tulare.ca.gov).

POSTED: Friday, November 1, 2024


Melissa Hermann, Chief Deputy City Clerk

**CITY OF TULARE
BOARD OF PUBLIC UTILITIES COMMISSIONERS
MEETING MINUTES**

**Tulare Public Library & Council Chamber
491 North M Street, Tulare**

**Thursday, October 17, 2024
4:00 p.m. Regular Meeting**

Proper notice of this meeting was given pursuant to Government Code Section 54954.2.

COMMISSIONERS PRESENT: President Ray Fonseca
Vice President Tony Sozinho
Commissioner Brian Nunes
Commissioner Renee Soto
Commissioner Blake Wilbur

STAFF PRESENT: Assistant City Manager Josh McDonnell; Assistant City Attorney Megan Crouch; Administration Analyst Melissa Perez; Public Works Director Trisha Whitfield; Assistant Finance Director Melanie Gaboardi; City Engineer Michael Miller; Assistant Public Works Director Tim Doyle; Senior Management Analyst Andrew Bettencourt; Wastewater Plant Manager Branlee Vath

1. CALL TO ORDER

President Fonseca called to order the regular meeting of the Board of Public Utilities Commissioners at 4:00 p.m. in the Council Chamber located at 491 North M Street.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

President Fonseca led the Pledge of Allegiance and an invocation was given by Commissioner Soto.

3. PUBLIC COMMENT

There were no public comments.

4. COMMUNICATIONS

There were no communications.

5. CONSENT CALENDAR

It was moved by Commissioner Wilbur, seconded by Commissioner Soto, and unanimously carried that the items on the Consent Calendar be approved as presented.

5.1 Approval of Board Meeting Minutes.

Recommended Action: Approve the minutes of the special and/or regular meetings of September 19, 2024. [M. Perez]

5.2 Public Works Performance Reports for September 2024.

Recommended Action: Accept the Public Works performance reports for September 2024. [A. Bettencourt]

5.3 Notice of Completion – WT0020 Well Rehabilitation 33, 31, 26 Project.

Recommended Action: Accept as complete the contract with Valley Pump and Dairy Systems, Inc. of Tulare, CA, for work on Project WT0020 – Well Rehabilitation 33, 31, 26, a Well rehabilitation project of domestic water wells 33, 31, and 26; authorize the City Engineer to sign the Notice of Completion; and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder’s Office. [T. Doyle]

6. GENERAL BUSINESS**6.1 International AgriCenter Way Extension Sewer Needs Assessment.**

Recommended Action: Authorize the City Manager or designee to execute a task amendment to the existing utility master plan contract with Carollo Engineers, Inc. to complete a focused study on wastewater collection improvements necessary for City CIP Project “EN0097 – International AgriCenter Way Extension” in the amount of \$47,200 and approve a budget increase in Fund 015 to cover the cost of the study.

Presented By: City Engineer Michael Miller

Public Comment: There were no public comments.

Board Action: It was moved by Commissioner Nunes, seconded by Vice President Sozinho, and unanimously carried to approve the item as presented.

6.2 Wastewater Treatment Facilities Plan, Certification of Fiscal Sustainability, and Reuse Feasibility Study.

Recommended Action: Authorize the City Manager or designee to execute a task amendment to the existing utility Master Plan contract with Carollo Engineers, Inc. to complete a Wastewater Treatment Facilities Plan, Certification of Fiscal Sustainability, and Reuse Feasibility Plan in the amount of \$710,473.

Presented By: Public Works Director Trisha Whitfield

Public Comment: There were no public comments.

Board Action: It was moved by Commissioner Wilbur, seconded by Commissioner Soto, and unanimously carried to approve the item as presented.

7. ITEMS OF INTEREST

Items of interest were discussed amongst the Board and staff.

8. ADJOURNMENT

Seeing no further business to discuss, President Fonseca adjourned the regular meeting at 4:36 p.m.

These meeting minutes were approved by the Board on November 7, 2024.

Ray Fonseca, President

ATTEST:

Marc Mondell, City Clerk

By Melissa Hermann, Chief Deputy City Clerk



Staff Report

Meeting: Board of Public Utilities Commissioners

Date: November 7, 2024

Department: Public Works

Submitted by: Andrew Bettencourt, Senior Management Analyst

Agenda Title: Street Sweeping Contract Renewal

RECOMMENDED ACTION

Award and authorize the City Manager to sign a one-year contract extension with SCA (Sweeping Corporation of America) of CA, LLC in the amount of \$596,774.08 subject to minor conforming changes acceptable to the City Manager and City Attorney to provide street sweeping services for the City of Tulare; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of the contract amount (\$59,677.41).

SUMMARY

On September 1, 2022, the Board of Public Utilities Commissioners (BPU) approved a two-year contract with SCA of CA, LLC (dba Central Valley Sweeping) for the City's street sweeping services. The contract commenced January 1, 2023 and is set to expire December 31, 2024.

On January 19, 2023, the BPU approved the sale of the City's Street Sweeping fleet to SCA of CA, LLC for \$305,000.00

The original contract included an option for the City -- and upon agreeable terms with SCA of CA, LLC - to renew the contract for three consecutive one-year periods.

SCA of CA, LLC proposed a 5% percent increase to the City's current monthly service charge of \$46,569.37 as an agreeable term for a contract extension. This will raise the monthly service charge to \$48,897.84, effective January 1, 2025. The monthly service rate of \$48,897.84 would result in a cost of \$586,774.08 over the 2025 calendar year. The extra \$10,000 that staff is requesting is to cover street sweeping for special events (i.e. Tulare County Fair Parade).

The City added 8.65 miles of residential streets in 2024, and is expected to add more miles as current construction of residential developments is completed, thus the need for a possible change order.

The City has 229.35 miles of streets that are swept twice per month, 3.92 miles of state routes that are swept weekly, 6.9 miles of downtown streets that are swept twice per week, and 1.7 miles of downtown alleys that are swept monthly.

FISCAL IMPACT & FUNDING SOURCE(S)

Funding for street sweeping services is to be paid by the annual Solid Waste operating budget for Street Sweeping (012-4712-2018).

LEGAL REVIEW

The original contract between SCA of CA, LLC and the City of Tulare was approved by the City Attorney's office. This agreement is a one-year extension of the original contract.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Letter from SCA of CA

Reviewed/Approved: 



October 1st, 2024

City of Tulare
Attn: Trisha Whitfield
411 E. Kern
Tulare, CA 93274

It is the hope of SCA of CA, LLC and its ownership that we are able to continue what has been a considerably stressful service relationship. We have tried very hard to provide a service that has been reliable, high in quality and maximizes the value of our service to the residents of Tulare. At SCA, we realize that in today's economic climate, any rate change makes a difference. Our hope is that you will understand that we appreciate the impact a rate change has on you. We ask that you understand our need to implement a slight CPI rate adjustment for the 2024-2025 sweeping season.

The current contracted rate for service is \$46,569.37 per month. We are requesting a CPI increase of 5% or \$2,328.47 per month (see CPI documentation attached).

[US Consumer Price Index: Transportation Services Monthly Analysis: Consumer Price Index | YCharts](#)

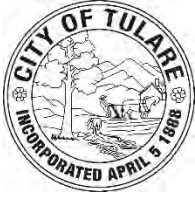
This would bring the new monthly service charge to \$48,897.84 per month effective 1.1.2025.

We thank you in advance for your consideration of this notice.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Bawks", is written in a cursive style.

Matthew Bawks - District Manager



Staff Report

Meeting: Board of Public Utilities Commissioners

Date: November 7, 2024

Department: Public Works - Solid Waste

Submitted by: Andrew Bettencourt, Senior Management Analyst

Agenda Title: Award CMMS Contract to Brightly Software Inc.

RECOMMENDED ACTION

Award and authorize the City Manager to sign a two-year contract with Brightly Software Inc. in the amount of \$78,477.87 for a Computerized Maintenance Management System (CMMS) for the City's Water Division; and authorize the City Manager or designee to approve contract change orders in an amount not to exceed 10% of the contract amount (\$7,847.79).

SUMMARY

The City of Tulare Water Division's current tracking of day-to-day operations are manually done and paper-based. The Water Division is looking to modernize its operations to meet the increasing demand of serving a city of over 70,000 residents. It is the City's goal to transform the current processes into a map-centric, data-driven service tool designed to receive, track, display and report status of schedule preventative maintenance tasks and ad-hoc service requests.

The City advertised a Request for Proposals (24-802) for qualified and interested companies to provide an appropriate CMMS software and support services in May.

Firms were requested to make proposals to provide:

- Cloud-Based Platform
- Multi-Device Accessibility: Functionality available across PC, tablet and mobile devices through any web browser
- Integration with ArcGIS data:
- Attachment Storage: Offers storage for various file types including images, documents, spreadsheets and PDFs.
- Provide collection and storage of sufficient data of all maintenance activities in order to help identify areas of importance based on activity (trend analysis) and forecast anticipated future needs.

There were 14 proposals received and they were evaluated by a selection committee. Three finalists were selected:

<u>Company</u>	<u>Location</u>
Woolpert, Inc.	Dayton, OH
Novo Solutions, Inc.	Virginia Beach, VA
Brightly Software Inc.	Cary, NC

After presentations by the finalists, Brightly was selected as the best fit in response to the City's RFP.

Key Features of Brightly Software:

- **Comprehensive Work Order System:** Brightly provides a platform for the Water Division to manage all facets of its maintenance operations. The Water Division manager and supervisors can see assign work orders to individual operators. Administrative staff can generate work orders from a desktop application.

- **Track asset-related work history:** This enables the Water Division to make more informed decisions (i.e. repair vs. replacement).
- **Simplify Asset Management:** Maintain and manage all assets, understanding conditions, cost and compliance. Platform makes it simple to go from job enquiry to job completion.

FISCAL IMPACT & FUNDING SOURCE(S)

Funding for the implementation and first year of the CMMS was programmed in the FY 2023/24 – 2027/28 Capital Improvement Program in the amount of \$115,000. The savings from this project will return to the Water CIP fund balance.

After implementation, the annual fees will be a part of the Water Division operating budget starting with the City's 2025-26 fiscal year. There is a 3% increase in fees for Year 3, starting July 1, 2026, and there will be a projected 6% annual increase for Years 4 and 5.

LEGAL REVIEW

The contract was reviewed by the City Attorney's office.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny – If this item is denied, the Water Division will keep current operations the same and will not move forward with modernizing operations.
3. Table – Tabling this item will delay implementation of the project and could result in a price increase.

ATTACHMENTS

1. Brightly Software Inc. Cost Proposal

Reviewed/Approved: 



PREPARED FOR

City Of Tulare ("Customer")
411 East Kern
Tulare, CA 93274

PREPARED BY

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

PUBLISHED ON

October 25, 2024



Q-410147

What technology is included in the Subscription

The following components comprise the Confirm Suite Offering:

Confirm Core Instance

Robust, asset management platform designed to scale with you.

Confirm Core User

Back-office access to the breadth and depth of functionality around the day-to-day processing and administrative activities regarding the maintenance and management of your infrastructure assets.

Confirm Core Connect

Our mobile solution, ConfirmConnect™, provides a spatial view of Tasks assigned to a particular crew or field worker with up-to-date awareness of what is going on around them.

Confirm Workzone

Workzone is our spatially enabled, easy-to-use drag and drop scheduling tool.

If needed, additional licenses would be added at the then current rate.

Subscription Term: 32 months (11/01/2024 - 06/30/2027)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Public Infrastructure - Core	11/1/2024	6/30/2025		18,026.67 USD
Confirm Core	11/1/2024	6/30/2025	1.00 Base	
Confirm Core User	11/1/2024	6/30/2025	5.00 Users	
Confirm Core Connect	11/1/2024	6/30/2025	10.00 Users	
Confirm Core Workzone	11/1/2024	6/30/2025	3.00 Users	
				Subtotal: 18,026.67 USD



Professional Services		
Item	Pricing Based On	Investment
Professional Services		32,600.00 USD
		Subtotal: 32,600.00 USD
Total Initial Investment		50,626.67 USD



Cloud Services Subscription

Item	Investment Year 2 Start Date: 07/01/2025	Investment Year 3 Start Date: 07/01/2026
Public Infrastructure - Core	27,851.20 USD	28,686.74 USD
Confirm Core		
Confirm Core User		
Confirm Core Connect		
Confirm Core Workzone		
Total:	27,851.20 USD	28,686.74 USD



Cloud Services Subscription

Item	Investment Year 4 Start Date: 07/01/2027	Investment Year 5 Start Date: 07/01/2028
Public Infrastructure - Core	30,407.94 USD	32,232.41 USD
Confirm Core		
Confirm Core User		
Confirm Core Connect		
Confirm Core Workzone		



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- Proposal expires in sixty (60) days.
- The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer 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.
- Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.
- Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including



withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings 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.
- In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.
- Customer shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Customer fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Customer may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Customer shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Customer 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. Customer will not be entitled to a refund or offset of previously paid, but unused Fees.

Cloud Services

- Billing frequency: Annual
- Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.
- Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for



the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

- Siemens reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Siemens shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

Professional Services:

- Professional Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- Unless otherwise specified in an applicable Order: (i) Siemens will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials as described in this Order. Siemens is only obliged to supply Professional Services and/or Deliverables as expressly stated in this Order. Siemens shall not be obliged to supply any Professional Services and/or Deliverables without a valid Order.
- **Scheduling.** Siemens requires at least 6 weeks advanced notice from the acceptance of an Order to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order includes the additional fees associated with multiple visits.
- **Unused Professional Services.** Unless otherwise specified in the Order, Siemens reserves the right to expire any unused Professional Services 6 months from the Effective Date set forth on the Order, and Customer will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.
- **Customer Cooperation.** Customer will cooperate reasonably and in good faith with Siemens in its performance of Professional Services by: (i) providing access to any necessary Customer Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Siemens to perform its obligations under the Order, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.
- **Additional Expenses.** Customer will reimburse Siemens for travel and related business expenses incurred in connection with Professional Services.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. 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 Customer. 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.
- Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-410147 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.



Signature

Presented to:

Q-410147

May 28, 2024, 4:42:01 PM

Accepted by:

Printed Name

Signed Name

Title

Date