



PREPARED FOR

Baldwin County Commission ("Customer")

22251 Palmer St.

Robertsdale, AL 36567

PREPARED BY

Brightly Software Inc ("Company")

4242 Six Forks Road, Suite 1400

Raleigh, NC 27609

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Q-465811

Jessica Stonesifer
Director of Facilities & Maintenance
Baldwin County Commission
22251 Palmer St.
Robertsdale, AL
36567

Dear Jessica,

As a follow-up to our discussions, I am pleased to present the following proposal for Real Time Infrastructure Asset Condition & Renewal Capital Management Software. Our software platform, Origin, along with our facility condition assessment delivery process will support your infrastructure capital & operational budget preparations for this year and forecasting for years beyond.

- Omnia Partners Contract Number: R210702
- <https://www.omniapartners.com/suppliers/brightly/public-sector>

Bill To Address:

Jessica Stonesifer
22251 Palmer St.
Robertsdale , AL
36567
United States

Ship To Address:

Jessica Stonesifer
22251 Palmer St.
Robertsdale , AL
36567
United States

Subscription Term: 24 months (10/01/2026 - 09/30/2028)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Origin	10/1/2026	9/30/2027	750,000.00 Sq. Ft.	15,374.59 USD
				Subtotal: 15,374.59 USD
Managed Services				
Item	Start Date	End Date	Pricing Based On	Investment
Origin Complete Service	10/1/2026	9/30/2027	750,000.00 Sq. Ft.	7,787.15 USD
				Subtotal: 7,787.15 USD



Professional Services		
Item	Pricing Based On	Investment
Origin Implementation - Deploy	750,000.00 Sq. Ft.	17,081.00 USD
Facility Condition Assessment	750,000.00 Sq. Ft.	88,170.00 USD
PM Schedule Creation	750,000.00 Sq. Ft.	11,932.50 USD
Equipment Barcode Tagging	750,000.00 Sq. Ft.	11,932.50 USD
On-site incidental expenses		*See Note Below
		Subtotal: 129,116.00 USD
Total Initial Investment - Year 1		152,277.74 USD

* Incidental travel related expenses will be invoiced to Client at cost but are not anticipated to exceed \$3,000 per week, per resource for on-site services.



Cloud Services Subscription

Item	Investment Year 2 Start Date: 10/01/2027
Origin	15,374.59 USD
Total:	15,374.59 USD

Managed Services Subscription

Item	Investment Year 2 Start Date: 10/01/2027
Origin Complete Service	7,787.15 USD
Total:	7,787.15 USD

Total Initial Investment - Year 2

23,161.74 USD



Origin Deploy Implementation Statement of Work

1. Scope

Company will provide specified professional services to Customer to implement Origin, an on-line Strategic Asset Management (SAM) software. The services described in this SOW shall apply to the implementation of the Origin application for Customer. The Origin implementation includes core SAM functionality for organizational structure setup, locations, buildings, asset inventory and condition assessments, and developing a 10-year capital plan. Company follows the implementation method below, which outlines pre-defined stages and deliverables ("Project"). The Project includes establishing project coordination, requirements gathering, system configuration, data migration, testing, and deployment as outlined in sections 1.1 through 1.5.

1.1 Plan

In the Plan stage, Company establishes a foundation for the Project's success by leading a Project kick-off call, initiating regular project status meetings, and identifying all project stakeholders for the Origin implementation.

1.1.1 Company Responsibilities

- (a) Lead one (1) Project Kick-off call with Customer focused on Origin requirements and scope.
- (b) Schedule one (1) weekly Project status meeting up to one (1) hour in duration to review progress against plan.
- (c) Maintain a risk register and issue log with assigned ownership and resolution timelines.

1.1.2 Customer Responsibilities

- (a) Identify, document, and escalate issues or risks that may impact Project success.
- (b) Participate in planning sessions as requested by the Company.
- (c) Provide feedback on planning documents and scope for Origin.

1.1.3 Deliverables

- (a) Weekly status reports focused on Origin implementation progress.
- (b) Current risk register and issue log with tracking of resolution status.

1.1.4 Conditions

- (a) Company will perform only one (1) iteration of Plan stage for Origin implementation.
- (b) Major changes to the scope of the project may trigger the Change Control Process.
- (c) Critical issues requiring immediate attention will be addressed through an escalation process.

1.1.5 Exclusions



- (a) Detailed planning for out-of-scope activities or future stages not specified in the current contract.
- (b) Management of Customer internal resources or third-party vendor coordination unless explicitly stated.

1.1.6 Acceptance Criteria

- (a) Weekly status reports must accurately reflect Project progress, risks, and issues to be considered acceptable.
- (b) The risk register and issue log requires verification that it comprehensively tracks identified risks and issues with appropriate ownership and resolution timelines.

1.2 Design

During the Design stage, Company conducts stakeholder interviews to understand the Customer's current processes, asset management needs, and data migration requirements to determine the appropriate Origin configuration. Business requirements for core SAM functionality will be documented and reviewed for Customer acceptance prior to moving to the next Project stage.

1.2.1 Company Responsibilities

- (a) Collect and document requirements for Origin core functionality in a centralized Requirements Log.
- (b) Analyze requirements for feasibility within the standard Origin capabilities.
- (c) Identify gaps between requirements and standard product functionality.
- (d) Propose alternative solutions for requirements that cannot be met through standard configuration.
- (e) Document maintenance workflows, asset management processes, and capital planning procedures.

1.2.2 Customer Responsibilities

- (a) Identify and make available subject matter experts for requirements gathering sessions covering asset management and capital planning.
- (b) Review and approve documented requirements within the agreed timeframe.
- (c) Make decisions regarding proposed alternatives for gap resolution.
- (d) Review and approve the Requirements Log for Origin.
- (e) Provide current maintenance processes, asset management workflows, and asset data structure information.

1.2.3 Deliverables

- (a) Up to two (2) requirements gathering meetings focused on Origin core functionality up to one (1) hour in duration each.
- (b) Comprehensive Requirements Log containing functional business requirements for Origin.



(c) Requirements Log sign-off documentation from Customer Project Lead / Project Sponsor, as outlined in Section 4.2.

1.2.4 Conditions

- (a) Requirements analysis will be limited to functionality available in Origin.
- (b) Requirements must be approved before Build stage begins.
- (c) Material changes to requirements after approval will be subject to the Change Control Process.
- (d) The success of this project is dependent on the attendance and full engagement of at least one (1) of each Customer Role, outlined in Section 4.2.

1.2.5 Exclusions

- (a) Requirements for software applications not included in current Project scope.
- (b) Development of detailed technical specifications beyond what is needed for configuration.
- (c) Requirements that require product enhancements or reports beyond standard configuration capabilities.

1.2.6 Acceptance Criteria

- (a) Requirements Log must accurately capture functional business requirements for Origin to be considered acceptable.

1.3 Build

In the Build stage, Company configures Origin according to Customer's functional business requirements and imports applicable data. Final configuration will be demonstrated and reviewed for Customer acceptance prior to moving to the next Project stage.

1.3.1 Company Responsibilities

- (a) Configure Origin core functionality according to the approved Requirements Log.
- (b) Produce data import templates to be populated with Customer data for Locations, Assets, Users, Preventative Maintenance Schedules.
- (c) Perform analysis on Customer-provided data to determine alterations and/or perform transformations which must be completed prior to upload.
- (d) Import transformed Customer data into Origin.
- (e) Perform quality control testing to ensure data was uploaded properly.
- (f) Establish asset risk ranking criteria.
- (g) Set up locations and buildings within Origin and validate Customer's asset and location naming standards.



(h) Establish 0-2 Star Report criteria for triaging underperforming assets.

1.3.2 Customer Responsibilities

(a) Extract data to be migrated from existing source system into either .CSV or Excel file(s) for all data types.

(b) Supply necessary resources and information required for configuration and data mapping activities.

(c) Remediate and, if necessary, redeliver data that does not pass initial analysis or cannot be uploaded due to errors or missing, required elements in the provided data.

(d) Review and approve the system configurations within the agreed timeframe.

(e) Provide feedback on data import results and any issues identified.

(f) Infrastructure Asset Capital Forecast: Provide approval for 0-2 star report established by Company.

(g) Infrastructure Asset Capital Forecast: Validate the asset data within the 10-year Capital Plan by site - optimally funded.

(h) Provide approval for locations setup completed by Company.

(i) Provide approval for building setup completed by Company.

1.3.3 Deliverables

(a) Origin configured by Company aligned with the approved Requirements Log.

(b) Extract data from source systems and/or reports by Customer and provided to Company in standardized format.

(c) Data uploaded by Company for Locations, Assets, Users, Preventative Maintenance Schedules.

1.3.4 Conditions

(a) Configuration and data upload limited to functionality available in Origin.

(b) Any changes to configurations after approval may affect Project timelines and will be subject to the Change Control Process.

(c) Implementation Company is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the Standard Implementation service.

1.3.5 Exclusions

(a) Company extraction of data from source system(s).

(b) Company migration of data beyond specified data types.

(c) Company defining and/or configuration of non-standard asset types or custom fields.

(d) Integration with external procurement or ERP systems.

1.3.6 Acceptance Criteria



- (a) Configured Origin will be accepted upon verification that it aligns with the approved Requirements Log.
- (b) Extracted data from source systems requires confirmation that it has been provided to Company in standardized format.
- (c) Data uploads will be accepted upon confirmation that all data has been properly transformed and loaded into Origin.

1.4 Test

The Test stage ensures the configured solution meets the documented business requirements and is ready for deployment. This stage focuses on executing a testing strategy that validates the configuration, user workflows, reporting, and integration within Origin core functionality.

1.4.1 Company Responsibilities

- (a) Provide standard system Test Cases and user scenarios for thoroughly testing Origin requirements.
- (b) Prepare and deliver up to one (1) User Acceptance Testing (UAT) training covering Origin functionality up to two (2) hours in duration to prepare testers with detailed knowledge of features and functions.
- (c) Provide Customer with access to Company learning management system ("LMS") containing relevant online training modules.
- (d) Provide a documentation format to collect, manage, and report on issues identified during the testing period ("UAT Issue Log") and deliver corrective action for any reported issues confirmed by Company resources.
- (e) Notify Customer of completion of corrective actions.

1.4.2 Customer Responsibilities

- (a) Create and document any non-standard Test Cases for Origin workflows.
- (b) Maintain a workbook of all Test Cases (containing user instructions and sample datasets) to verify that knowledgeable users can utilize the system, configuration, and migrated data to achieve the documented scenarios in the Requirements Log.
- (c) Create a document where test case results will be recorded and identify Customer resources responsible for executing the Test Cases during the testing period ("Test Plan").
- (d) Perform the Test Cases according to the Test Plan during the allotted testing period.
- (e) Document any failures of Test Cases in the UAT Issue Log and provide additional or missing data necessary for resolution of reported issues.

1.4.3 Deliverables

- (a) UAT Issue Log with detailed tracking of identified issues and their resolution status, including reporting of any issues which prevent successful completion of Test Cases.



- (b) Successful execution of approved Test Cases and completion of Test Plan by Customer for Origin.
- (c) Documentation Test Case remediation by Company in UAT Issue Log.
- (d) Delivery of UAT training and LMS access provided by Company.

1.4.4 Conditions

- (a) Limited to standard Test Cases for Origin.
- (b) Testing must be completed with Customer completing all testing and reporting all issues within the testing period; any issues identified outside of this window must be reviewed and accepted by Company.
- (c) Any deployments (e.g., release of code, scripts, or other adjustments made through the back-end of the software) will be made in accordance with change management controls as determined by Company to protect Production data and systems.
- (d) If Customer is unable to produce Test Cases or a Test Plan, they may perform exploratory testing during the Testing Period; in such cases, due to the lack of objective basis for testing, Company shall reserve the right to reject any issues reported which were not captured in the Requirements Log.

1.4.5 Exclusions

- (a) Development of custom Test Cases or Test Plans by Company resources, as these remain Customer responsibilities and must be created by Customer teams.
- (b) Any issues reported by Customer which require product enhancements or other alterations to the core Origin application, as opposed to configuration and/or data which is specific to each Customer.
- (c) Company will not perform extraction, collection, or generation of missing or incorrect data unless stated explicitly herein (or agreed upon as part of Change Control Process).
- (d) Customer shall perform one single testing period. Requests for additional testing periods, or Test Cases delivered after the start of the testing period, must be submitted to Company and may be subject to Change Control Process.

1.4.6 Acceptance Criteria

- (a) UAT Issue Log requires confirmation that it provides an effective mechanism to track and manage identified issues.
- (b) Test Case execution results will be accepted upon verification that Origin functions according to the approved Requirements Log.
- (c) Remediation of identified issues requires successful reperformance of previously failed Test Cases for acceptance.
- (d) The end-to-end walkthrough has demonstrated functionality satisfying configuration requirements.
- (e) Train-the-trainer administrators have received training.



1.5 Deploy

The Deploy stage is the final stage of Project, where Company trains Customer on Origin functionality and the thoroughly tested and validated system is made available to end-users. "Go-Live" is defined as when Requirements Log, UAT Test Cases, and end-user training has been completed and/or accepted. Project completion is the completion of the Deploy stage.

1.5.1 Company Responsibilities

- (a) Perform up to four (4) one-hour virtual "train-the-trainer" sessions with up to five (5) Company attendees. Content of the training provided by Company will be the knowledge and skills needed to enable Customer to train end-users on Origin core functionality including asset tracking, preventive maintenance, and capital planning.
- (b) Develop go-live schedule for final data/configuration alterations and provide written notice when system is ready for operational use.
- (c) Coordinate transition meeting between Company Project team and Company Support teams at conclusion of post go-live period.
- (d) Deliver a 10-year Capital Plan by site to Customer after training is completed.
- (e) Take responsibility for establishing connection with Company Computerized Maintenance Management System ("CMMS"), including data exchange start date, connection method, and report frequency.

1.5.2 Customer Responsibilities

- (a) Appoint and ensure attendance of resources responsible for training Customer users on Origin functionality and approve go-live schedule.
- (b) Provide written notice for rescheduling requests and develop plan for additional end-user training.
- (c) Align internal stakeholders on timing/resources for go-live and develop change management plan for organizational readiness.
- (d) Request any remaining training hours and implement change management plan activities during post go-live period.
- (e) Data Exchange: If an open API is provided by Company, Customer is responsible for any integration or development work needed.
- (f) Data Exchange: Provide approval for CMMS data exchange start date, data connection method, and report frequency established by Company.

1.5.3 Deliverables

- (a) Training materials and completed training sessions for Origin core functionality.
- (b) Transition to Company Support team following post go-live period completion.
- (c) Status Reports throughout post go-live period.
- (d) Documented configuration and data adjustments made during post go-live period.



(e) 10-year Capital Plan by site.

1.5.4 Conditions

(a) Customer has unlimited LMS access; post go-live support provided for thirty (30) days from Go-Live notice.

(b) If Customer cannot schedule Go-Live within thirty (30) days of notice, Company may place Project on-hold with potential Change Control implications.

1.5.5 Exclusions

(a) Training on Customer-specific business processes unless explicitly stated herein.

(b) Company coordination of Customer resources or communications/change management activities for Go-Live.

(c) Changes in requirements beyond those deemed necessary by Company and accepted by Customer.

1.5.6 Acceptance Criteria

(a) Training materials and completed training sessions require verification that they provide comprehensive instruction on Origin functionality.

(b) Transition to Company Support team will be accepted upon confirmation that appropriate handover information has been provided.

(c) Status Reports must accurately reflect post go-live activities and issues to be considered acceptable.

(d) Documented configuration and data adjustments made during post go-live period require verification that they address identified needs.

(e) The 10-year Capital Plan by site will be accepted upon Customer's validation of the asset data within it.

(f) Data Exchange functionality will be accepted upon verification that the CMMS start date, data connection method, report frequency, and test data connection have been established by Company.

(g) Train-the-trainer administrators receiving training will be accepted upon confirmation of their attendance and participation.

1.6 Project Timeline

Actual Project timeline will vary based on the size and complexity of Customer's organization, asset management requirements, and Customer's ability to meet its responsibilities in a timely manner. The Company Project Manager and Customer Project Lead/Project Sponsor will work together to establish realistic delivery dates that accommodate both parties' operational requirements and resource availability. Major changes to requirements or scope may trigger the Change Control Process and affect the timeline, requiring mutual agreement between the Company Project Manager and Customer Project Lead/Project Sponsor on any timeline adjustments.



The sample project plan below requires Customer to purchase Company-approved Facility Condition Assessment ("FCA") services. Additionally, if Customer is an active Customer of a Company CMMS at the time of the start of the FCA, additional services will be required to align on a location hierarchy and reconcile asset register data.

Sample project timeline:

Task	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
Client Discovery & Set-Up	█												
Organization Set-Up		█											
Locations Set-Up		█											
Building Set-Up		█											
FCA Coordination			█										
FCA Onsite			█	█	█								
FCA Data Review & Export				█	█	█	█						
Addressing 0-2 Star Assets						█	█						
Baseline Capital Plan								█	█				
FCA Results									█	█			
Training									█	█	█		
Capital Plan Development										█	█	█	
CMMS Connection											█	█	█
Project Complete													█

2. Out of Scope

Any services not explicitly included in this Statement of Work are considered out of scope, including, but not limited to:

2.1 Reporting and Analytics Services

- (a) Custom (non-standard) reports beyond standard Origin capabilities.
- (b) Creation of specialized data visualizations or executive dashboards.
- (c) Integration with third-party business intelligence tools.
- (d) Development of custom reporting templates.

2.2 Data Management Services

- (a) Extraction of data from Customer's source systems.
- (b) Migration of historical asset transaction data.
- (c) Asset data reconciliation services between Customer CMMS and Origin
- (d) Addressing data gaps in Customer supplied data (Facility Condition Assessment (FCA) or CMMS)
- (e) Additional data imports or conversion of data beyond specified data types.

2.3 Financial Services

- (a) Configuration of advanced billing or invoicing functionality.



- (b) Setup of complex vendor contracts or payment terms.
- (c) Integration with financial or Enterprise Resource Planning (ERP) systems.
- (d) Management of budget or cost tracking features beyond basic asset costing.

2.4 Technical Development Services

- (a) Custom code development or scripting.
- (b) Application Programming Interface (API) development or integration with third-party systems.
- (c) Product enhancements or modifications to core functionality.
- (d) Development of mobile applications or extensions.
- (e) Creation of custom workflows beyond standard configuration.

2.5 Additional Implementation Services

- (a) On-site training beyond what is explicitly stated herein.
- (b) End-user support beyond the post go-live period.
- (c) Business process reengineering or optimization.
- (d) Change management services beyond basic guidance.

3. Change Control

Customer may request that the Company add services not outlined in this SOW 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.

Details are outlined in the "Base Terms" <https://www.brightlysoftware.com/terms> (<https://www.brightlysoftware.com/terms>) and "Section 3 - Changes".

4. Roles and Responsibilities

4.1 Company Roles and Responsibilities

Company implementation team consists of the following team members with the following roles and responsibilities:

4.1.1 Project Manager

- (a) Schedule and conduct regular Project status meetings to review progress against plan.
- (b) Maintain a risk register and issue log with assigned ownership and resolution timelines.
- (c) Coordinate transition meeting between Company Project team and Company Support teams at conclusion of post go-live period.

4.1.2 Implementation Consultant



- (a) Collect and document requirements for Origin in a centralized Requirements Log.
- (b) Configure Origin according to the approved Requirements Log.
- (c) Perform analysis on provided data to determine alterations and/or transformations required prior to upload.
- (d) Provide recommendations and guidance to Customer on the development of test cases.
- (e) Prepare and deliver training materials and conduct training sessions for Origin functionality.

4.2 Customer Roles and Responsibilities

Customer Project team shall include adequate resources to fill the following roles (one Customer resource may fill multiple roles):

4.2.1 Project Leader / Project Sponsor

- (a) Assign appropriate representatives to participate in the governance structure with decision-making authority.
- (b) Ensure appropriate levels of executive and Customer team members and resources will be made available to the Company Project team.
- (c) Align internal stakeholders on timing/resources for go-live and develop change management plan for organizational readiness.

4.2.2 Subject Matter Experts

- (a) Identify, document, and escalate issues or risks that may impact Project success.
- (b) Review and approve documented requirements within the agreed timeframe for Origin.
- (c) Create a comprehensive workbook of test cases to verify that knowledgeable users can utilize the system.
- (d) Document any failures of test cases in the UAT Issue Log and provide additional or missing data necessary for resolution.
- (e) Extract data to be migrated from existing source system into either (Comma-Separated Values) CSV or Excel compatible file(s) for all required data types.

4.2.3 End Users

- (a) Participate in training sessions and complete the online learning courses for Origin.
- (b) Perform the test cases according to the test plan during the allotted testing period.
- (c) Provide feedback on data import results and any issues identified.
- (d) Implement change management plan activities during post go-live period.

The following matrix outlines the project responsibilities:



Task	Company	Subcontractor*	Customer
1. Organizational set-up	Responsible	Informed	Accountable (Provides approval)
2. Locations set-up	Responsible	Informed	Accountable (Provides approval)
3. Building set-up	Responsible	Informed	Accountable (Provides approval)
4. Facility Condition Assessment (FCA) Results	Accountable (Audit, approve, and import data)	Responsible	Accountable (Provides approval)
5. Baseline Capital Plan	Responsible	N/A	Accountable (Provides approval)
6. 0-2 Star Discussion	Responsible	N/A	Accountable (Provides approval)
7. Capital Plan Development	Responsible	N/A	Accountable (Provides approval)
8. Training	Responsible for Administrator training	N/A	Responsible for end user training as needed



9. CMMS Connection	Responsible	N/A	Accountable (Provides approval)
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*Notes:

- Subcontractor is defined as a certified third-party provider, performing services on behalf of Company. In relation to subcontractors, Company acts as prime contractor and Customer is contracted with Company.
- If Customer does not contract with Company for Subcontractor services (a contracted engineering services company to perform an FCA), Customer is responsible for the Subcontractors responsibilities outlined in the matrix above.
- Responsible: The organization responsible for completing the task.
- Accountable: The organization who is ultimately accountable for the task's completion and has the final say.
- Consulted: Those whose opinions are sought; typically, subject matter experts.
- Informed: Organization who needs to be kept updated on progress or decisions but are not directly involved in the task.
- N/A: Not Applicable

5. Assumptions

5.1 Company Assumptions

- (a) Company will not access any Customer systems.
- (b) No third-party systems or software are included in this implementation.
- (c) Company shall provide guidance on requirements but shall not be responsible for capital planning (beyond the 10-year plan) or financial reconciliation.
- (d) Company shall provide up to five (5) 30-minute data validation sessions to review Customer-provided data.
- (e) Company shall provide a single Testing Period unless additional periods are approved through the Change Control Process.

5.2 Customer Assumptions

- (a) Customer shall designate a single point of contact/project coordinator for the duration of the Project.
- (b) Customer's IT department shall be responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.



(c) Customer shall provide relevant data for Locations, Assets, Users, Preventative Maintenance Schedules in Excel or CSV format.

(d) Customer acknowledges that any information not included in the initial data provided shall be Customer's responsibility for updating manually or purchasing additional services following the data import.

(e) Customer acknowledges that once each task is completed, return to completed tasks will be considered rework and will enact the Change Control Process.

(f) Customer involvement shall be required to configure Origin.

(g) Customer acknowledges that for Infrastructure Asset Capital Forecast, they are responsible for validating the asset data within the 0-2 Star Report and the 10-year Capital Plan.

(h) Customer acknowledges that for Data Exchange, they are responsible for any integration or development work if an open API is provided and for verifying and testing CMMS data exchange.

(i) Customer acknowledges that Company is responsible for locations setup, building setup, and 0-2 Star Discussion, with Customer providing approval.

(j) Customer acknowledges that Company is responsible for CMMS connection setup, with Customer providing approval.

5.3 Training Assumptions

(a) Training consists of both online training courses and instructor-led training covering Origin functionality, with instructor-led training conducted virtually by default.

(b) If onsite training is desired, the Customer shall be billed for associated travel expenses with a minimum of two (2) days.

(c) Customer shall complete the online learning courses for Origin prior to attending instructor-led training sessions.

5.4 Data Management Assumptions

(a) Each data type (Locations, Assets, Users, Preventative Maintenance Schedules) shall be provided in one file and one sheet with column headings and one record with corresponding attributes per row.

(b) Any additional data provided by Customer after the data review call shall not be imported by Company and shall be Customer's responsibility or shall require a change request to be initiated by Customer.

(c) Once data is approved and imported, any further data edits shall be the responsibility of the Customer.

(d) If Customer is unable to provide data in an acceptable format for import, Company Implementation Consultant shall guide Customer on how to manually create records in Origin.

5.5 General Assumptions

(a) Any services not explicitly included in this SOW are assumed to be out of scope.



(b) The sample project plan below requires Customer to purchase Company-approved Facility Condition Assessment ("FCA") services. Additionally, if Customer is an active Customer of Company CMMS at the time of the start of the FCA, additional services will be required to align on a location hierarchy and reconcile asset register data.

6. Project Billing

Origin Implementation Milestones	Description	Percentage
Implementation	Origin software has been deployed, implementation deliverables have been completed and Customer has access to Origin.	15%
Training	Train-the-trainer and role specific training has been delivered.	35%
Capital Plan	10-year capital plan has been completed and delivered.	35%
Data Exchange	Data connection has been established with Customers CMMS.	15%



Origin Managed Service Statement of Work

Summary:

Company Origin Managed Service is designed to continue guiding the Customer on the capital investment and operational planning journey post-implementation as an ongoing service.

Managed Services provides ongoing professional assistance that helps the Customer develop and maintain workflows and processes for the best possible outcomes in Origin. These regular touchpoints with the Company strategic asset management consultant are designed to build the Customer's proficiency in Origin, enabling confident navigation of the system and optimal strategic asset management planning decisions.

In Scope:

The items below will be considered in scope of this Origin Managed Service SOW:

- Computerized Maintenance Management Health Service
 - Computerized Maintenance Management System (CMMS) Data Exchange Validation
 - CMMS Optimization Report
 - Asset Renewal Audit
- Project Navigator Service
 - Project Builder Updates
- Asset Analytics Service
 - Key Performance Indicator (KPI) Trending
- Capital Insights Service
 - Capital Insight Reporting
- Annual Capital Review

Deliverables:

- **Computerized Maintenance Management Health Service**
 - Company will validate the CMMS to Origin data exchange process to ensure successful import of CMMS work orders and any new or retired assets in Origin.
 - Company will generate and deliver Facility Health Index reports to provide insights from repair history data, analyze Preventive Maintenance performance, and identify opportunities for refining maintenance strategies.
 - Company will conduct an Asset Renewal audit to ensure the currency and accuracy of asset records, verifying new and retired assets have the key data points required and how that data affects the overall asset life cycle.
 - For the best possible outcome, see the Assumptions section (below) for the Origin required data



types.

- **Project Navigator Service**
 - Company will support and facilitate updates within the Project Builder tool, according to the Project Schedule, below.
 - Company will assist in validating capital project progress and costs, prioritizing asset risk ranking, and aligning project data with strategic goals, according to the Project Schedule, below.
 - Validate project costs against budgets and actual expenditures, if Customer enters actual expenditures in Origin.
- **Asset Analytics Service**
 - Company will track key performance indicators and deliver strategic reports on asset health and performance.
 - Company will monitor the Facility Health Index (FHI) to assess the overall condition of the asset portfolio. This will help in identifying trends and significant changes in portfolio health.
 - Analyze deferred maintenance backlog for financial impact and mitigation insights.
 - Conduct asset lifecycle analysis to reduce the average age of assets beyond their useful life.
- **Capital Insight Reporting Service**
 - Company will review Capital Forecasts created by the Customer and provide recommendations for capital optimization strategies based on the Customer needs, according to the Project Schedule, below.
- **Annual Capital Review**
 - Company will conduct an Annual Capital Review to support long-term financial planning.
 - During each Annual Capital Review, the Company will also develop or refine 10-year capital forecasts, creating tailored funding scenarios.
 - This service enables proactive, data-informed capital investment strategies that drive sustainable outcomes.

Acceptance Process:

- Conducted managed service meetings and annual capital review have been completed.

Customer Responsibilities:

The Customer will provide the Company with the following information and will be responsible for the actions listed below:

- Troubleshooting and updating the CMMS and any issues related to the Customer internal IT infrastructure.
- Ensures that work orders are reported correctly in the CMMS.
- Shall create forecasts, budgets, and projects in Origin.
- Role-based end-user training.
- Will attend and participate in Monthly or Quarterly meetings.



- The success of managed services is dependent on the attendance and full engagement of key stakeholders.

Company Responsibilities:

To ensure smooth and effective execution, Company will be responsible for providing the following services:

- Will assist in creating forecasts, budgets and projects in Origin.
- Will schedule monthly/quarterly meetings.
- Will make all reasonable efforts to ensure that the annual reports are delivered given the data available from the CMMS.

Exclusions:

Any services not explicitly included in this SOW are considered out of scope, including, but not limited to:

- Continuous Improvement:
 - CMMS scorecard
 - Workflow management
 - Asset risk review/analysis
 - Location hierarchy rework
 - Asset renaming
 - Origin refresher training
 - Maintenance strategies - define, assess, implement.
- Best Practices:
 - Origin software administration/operation. This includes, but is not limited to user account creation, user permissions, manual updates to maintenance records, etc.
 - Capital planning workshop
 - Reliability best practices
 - Asset management best practices
 - Strategic Asset Management
- Evaluation of Customer current practices, policies, and procedures for the purposes of performance improvements.
- Troubleshooting any issues related to Customer IT infrastructure or mobile devices.
- Migration of data from systems other than Customer CMMS or locations (Buildings or other entities that would increase the floor area covered by the Origin Software subscription) not identified in Company scope.
- Export of data to any other systems or third parties
- Role-based end-user training.

Assumptions:

- General Assumptions



- Customer needs to have a valid Origin software subscription.
 - The success of Managed Services is dependent on the attendance and full engagement of the key stakeholders, to include Project Leader/Project Sponsor, Subject Matter Experts, and End Users.
 - Customer will schedule time for the appropriate resources to be available for monthly and/or quarterly Origin governance meetings.
 - Customer shall be primarily responsible for providing access and Origin training to end users via Company online Learning Management System (LMS).
 - Services will be delivered remotely. If onsite support or delivery is requested, Company will provide Customer with a quote.
 - Services will be provided in the English language and during the following hours Monday to Friday 8:30am to 5pm, Eastern Standard Time. Excluding any holidays that the United States of America observes.
 - Any services not explicitly included in this SOW are assumed to be out of scope.
- Data Assumptions
 - Customer and/or Customer service provider will provide data to be imported in a timely manner ensure Origin is updated with CMMS data on a regular basis (daily is preferred).
 - Data being integrated into Origin from CMMS meets the following requirements:
 - Contains: Asset Name, Asset Number, Asset Type (*To align with what's existing or created in Origin), and Asset cost (cost required only for custom-made assets)
 - If an asset type is created in the CMMS, the asset type must either be created in Origin manually or mapped to an existing asset type in Origin through the legacy mapping screen)
 - Location and Building
 - Quantity based off the designated UoM according to Asset Type
 - Installation date or purchase date
 - Customer will be responsible for any data updates in the CMMS.

Project Schedule:

Quarterly cadence:

Task	Annual Frequency
CMMS Data Exchange Validation	
Work order records import validation	4
Asset status import validation	4
CMMS Optimization Reporting	
Facility Health Index - Repair (FMIR) module / report	4
Facility Health Index - Maintenance (FHIM) module / report	4



Task	Annual Frequency
Asset Renewal Audit	
New assets	4
Retired assets	4
Project Builder Updates	
Project status	4
Project costs	4
Project risks	4
New projects	4
Key Performance Indicator (KPI) Trending	
FHI - Asset health index	4
Deferred Backlog percentage & dollar	4
Average age of assets beyond useful life	4
Capital Insight Reporting	
Quarterly funding report	4
Forecast updates	4
Annual Capital Review	
Next full year capital request scenarios	1
Updated 10-year capital forecast	1

Invoicing:

The cadence of billing will coincide with the Origin subscription, unless otherwise specified in the Terms.



Appendix: Origin New Asset Request Form

As you begin using Origin for your asset management, you might find that there is no existing asset type that sufficiently describes a given asset. This is where this form comes in. These are the distinct aspects of an asset which Origin uses to track facility health. Fields denoted by an asterisk (*) are necessary for the function of Origin. Please connect with your engineers and facilities managers to retrieve this information so we can bring it into the program.

- Asset Type* _____
- Asset Class* _____
- Units* _____
- Estimated Useful Life* _____ yrs.
- Estimated Asset Cost*

Asset Size (Units)	Est. Cost (USD)
i.e., 60A	i.e., 40

- PM Schedule*
 - Daily PM Hours: ___
 - Weekly PM Hours: ___
 - Monthly PM Hours: ___
 - Quarterly PM Hours: ___
 - Semi-Annual PM Hours: ___
 - Annual PM Hours: ___
- Asset Energy Source:
 - If electric:
 - Wattage: ___ W
 - Estimated Annual Run time: ___ hrs.
 - If gas:
 - Cubic Feet per Hour/BTU: ___
 - Estimated Annual Run Time: ___ hrs.



- Project Expenses:
 - Building Automation
 - Controls: __%
 - Construction Labor: __%
 - Construction Materials: __%
 - Demolition: __%
 - Electrical Labor: __%
 - Electrical Materials: __%
 - Mechanical Labor: __%



Facility Condition Assessment Scope of Work

Summary:

Company wishes to engage Partner to provide certain professional services to its Customer. These professional services include:

Company's facility condition assessment (FCA) is a visual assessment evaluating the facility systems and system components based on the following Standard Scope of Work (SOW). This FCA service will collect data on major facility systems, system components and individual assets, as well as provide narratives that summarize assessment observations and comments. Major systems and system component data will flow into Company's Capital Predictor solution to create and inform predictive funding scenarios and reports. An inventory of individual assets will be gathered to track preventive and reactive work orders against.

By partnering with Company you not only gain the engineering expertise of Company's Service Providers; you also are provided with assurance that the data collected as a result of the facility condition assessment is properly integrated into your Company software applications. Company has successfully completed more than 800 projects ranging from Facility Condition Assessments, Asset Inventory Collection (including barcoding) and Preventive Maintenance Schedule Creation. Our methodology provides you with confidence to make better data-driven decisions on both short-term and long-term capital investment needs of your organization.

In Scope:

The items below will be considered in scope of this SOW.

A Certified Company Service Provider will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview Customer's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems that may exist.
- Inventory all major building assets including quantity, size, asset tag number, manufacturer, model and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. The narrative report will include an executive role up for all sites included with the service.

The field data collection will be performed at an individual and system level as described below:

- Detailed data collection of individual assets will be captured to build an asset inventory which will be imported into Company's Asset Essentials CMMS as defined in the System/Asset/Component table below.
- A condition assessment of major building systems, including HVAC, Electrical, Plumbing, Roofing, Site Paving, Vertical Transportation, Structural and Building Envelope to be imported into Company's Asset



Essentials CMMS to inform the Capital Predictor solution as defined in the Asset Inventory and System table below.

- HVAC equipment items only will also be tracked in the capital forecast as specific Sub-Systems. For these items, Make/Model/Serial Number will be captured and tracked in the Equipment Inventory, and the item will also be included as a Sub-System in the capital forecast.
- All other major systems will be collected at the system component level.

Asset Inventory and Systems Table

The following table defines the standard SOW that will be followed to capture the asset data used to build the Asset Inventory, which will be imported into the Asset Essentials Solution as well as the system component data that will be imported into Asset Essentials to inform the funding scenarios and reports in Capital Predictor.

Table Column Header Descriptions

Individual or System Level Capture

- Individual = Item will be collected as an individual asset, including attributes such as model/serial number when available and accessible. Individual assets cannot be included in Capital Predictor.
- System = Major top-level facility and/or mechanical systems, location will correspond to the associated building structure.
- System Component = Individual instances of a System, allowing multiple instances of a single system to be tracked with independent replacement cycles and cost. System Components cannot be used on work orders or PM schedules.

System	Individual or System Level Capture	Component Represented in Capital Predictor? (Y/N)	Asset Included in Asset Inventory? (Y/N)	Comments
Exterior Systems				
Exterior Doors	System Level	Yes	No	
Exterior Walls (Finish)	System Level	Yes	No	
Exterior Windows	System Level	Yes	No	
Roofing	System Level	Yes	No	
Electrical				
Automatic Transfer Switch	Individual	Yes	Yes	Make/Model/Serial number will be captured when available
Electric Door Systems	Individual	Yes	Yes	Exterior Doors Only



Emergency Generators	Individual	Yes	Yes	Must be Permanently Installed, does not include mobile units
Main Distribution Panels	Individual	Yes	Yes	Primary panel bringing utility into building only
Motor Control Centers	Individual	Yes	Yes	
Switchgear	Individual	Yes	Yes	
Transformers	Individual	Yes	Yes	Primary Service to Building (Must be Customer Owned)
Breakers, switches or starters	Not Included in Service			
Individual light fixtures (emergency, exterior, etc.)	Not Included in Service			
Motors	Not Included in Service			
Portable Generators	Not Included in Service			
Secondary Electrical Panels	Not Included in Service			
VFDs	Not Included in Service			
Emergency Back-Up Lights	System Level	Yes	Yes	Cost model based upon building SQ FT cost
Lighted Exit Signs	System Level	Yes	Yes	
Equipment				
Commercial Laundry (washers, dryers)	Individual	Yes	Yes	
Commercial Trash Compactors	Individual	Yes	Yes	Customer-Owned, Permanently installed facility infrastructure units only
Residential Type Appliances, Shop Tools and Equipment	Not Included in Service			Residential Washer/Dryers, Refrigerators, Microwaves and Ranges Not Included
Exterior Enclosure				



Garage Door & Garage Door Opener	Individual	Yes	Yes	Commercial Type Garage Openers Only (Excludes Residential single care garage doors)
Fire Protection				
Eyewash / Safety Showers	Individual	Yes	Yes	Permanently Installed Items
Fire Pump	Individual	Yes	Yes	Main Fire Pump and Jockey Pumps greater than 1 HP
Main Fire Panel	Individual	Yes	Yes	
Fire valves, hydrants	Not Included in Service			Included in Alarm System SF Cost
Smoke detectors, horn strobes	Not Included in Service			Included in Alarm System SF Cost
AEDs	System Level	Yes	Yes	
Fire Alarm System	System Level	Yes	Yes	Barcode applied to Main Fire Panel
Fire Extinguishers	System Level	No	Yes	
Specialty Fire Suppression System	System Level	Yes	Yes	Kitchen-Style Suppression System
Sprinkler System	System Level	Yes	Yes	
HVAC				
Air Handling Units	Individual	Yes	Yes	Includes Rooftop and Ground
Boilers	Individual	Yes	Yes	
Building Automation System	Individual	Yes	Yes	
Chilled Water pumps	Individual	Yes	Yes	
Chillers	Individual	Yes	Yes	
Cooling Tower pumps	Individual	Yes	Yes	
Cooling Towers	Individual	Yes	Yes	
Deaerators	Individual	Yes	Yes	
Energy Recovery Units	Individual	Yes	Yes	



Exhaust Fans	Individual	Yes	Yes	Rooftop Only
Exhaust hoods	Individual	Yes	Yes	
Furnaces	Individual	Yes	Yes	Non-Residential
Heat Pumps	Individual	Yes	Yes	Make/Model/Serial number will be captured for both interior and exterior when accessible; otherwise, it will be captured as one single cost and item
Hot Water pumps	Individual	Yes	Yes	
Make Up Air Units	Individual	Yes	Yes	
Package AC Units	Individual	Yes	Yes	Includes Rooftop and Ground
Split Systems	Individual	Yes	Yes	Ductless Split Systems will be captured as one single item. The barcode will be located on the exterior unit
Unit Heaters	Individual	Yes	Yes	
Fan Coil Units*	Individual	Yes	Yes	Included in the service and quantified based on Customer supplied data and/or drawings only. *No visual capture.
Unit Ventilators*	Individual	Yes	Yes	Included in the service and quantified based on Customer supplied data and/or drawings only. *No visual capture.
VAV Boxes*	Individual	Yes	Yes	Included in the service and quantified based on Customer supplied data and/or drawings only. *No visual capture.
Window Units	Not Included in Service			
Radiators	Not Included in Service			
Thermostatic Controls	Not Included in Service			
Interior Systems				
Interior Ceiling	System Level	Yes	No	



Interior Doors	System Level	Yes	No	
Interior Floor	System Level	Yes	No	
Interior Walls	System Level	Yes	No	
Kitchen				
Dishwashers	Individual	Yes	Yes	Commercial-Style, non-residential
Freezer (Walk In, Reach In)	Individual	Yes	Yes	
Grease Traps	Individual	Yes	Yes	Will not receive a barcode if barcoding services is included
Large Kitchen Equipment	Individual	Yes	Yes	Valued above \$2,000
Oven, Stoves	Individual	Yes	Yes	
Refrigerator (Walk In, Reach In)	Individual	Yes	Yes	Commercial-Style, non-residential
Broilers, Grills, Fryers	Individual	Yes	Yes	Valued above \$2,000
Countertop Appliances	Not Included in Service			
Cutlery	Not Included in Service			
Tables, Racks	Not Included in Service			
Plumbing				
Domestic Hot Water Heaters	Individual	Yes	Yes	80 Gallons and Above. Does not include Instant Hot Water Heaters
Domestic Water Booster Pumps	Individual	Yes	Yes	1 HP and above
Hot Water Storage Tank	Individual	Yes	Yes	
Main Backflow Preventer	Individual	Yes	Yes	Includes Domestic and Fire Suppression
Sump Pumps	Individual	Yes	Yes	
Fixtures	System Level	Yes	No	
Filters	Not Included in Service			



Strainers	Not Included in Service			
Valves	Not Included in Service			
Site Improvements				
Drainage Systems	System Level	Yes	No	
Parking, Paving, Sidewalks	System Level	Yes	No	
Utilities	System Level	Yes	No	Under the floor, behind the wall related items – electrical distribution, Domestic water/sewer & HVAC Ductwork. Cost per sq. ft. estimation for replacement/rehab.
Vertical Transportation				
Dumb Waiter	Individual	Yes	Yes	
Elevators	Individual	Yes	Yes	
Escalators	Individual	Yes	Yes	

For the Equipment Items and Systems/Sub-Systems listed in the Asset Inventory and Systems/Component Table above, the following attributes will be captured as follows depending on whether the item is included in the Equipment Inventory and/or as a General or Specific System Component of the Capital Forecast or Capital Prediction solution:

	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	Equipment Items	General Sub-System	Specific Sub-System
Equipment Item Number	Y	N	Y*



	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	Equipment Items	General Sub-System	Specific Sub-System
			Corresponding Equipment Item Number will replace Sub-System ID
System-Component ID	Y	Y	N*
			Corresponding Equipment Item Number will replace Sub-System ID
Site/Location/Building Name	Y	Y	Y
Description	Y	Y	Y
System/Sub-System	Y	Y	Y
Classification/Type	Y	N	N
Unit of Measure	Y	Y	Y
Quantity	Y	Y	Y
Unit Cost	Y	Y	Y
Manu/Model/Serial Numbers	Y	N	N*
			Will be included on Individual Equipment Record
Tag (if available)	Y	N	N
Date In Service (if available)	Y	Y	Y



	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	Equipment Items	General Sub-System	Specific Sub-System
Condition	Y	Y	Y
Estimated Replacement Cost	Y	Y	Y
Estimated Next Replacement Date	Y	Y	Y
Life Cycle	Y	Y	Y
Included in 20-year Capital Forecast?	N	Y	Y

Evaluation

At the conclusion of the assessment(s), the Company Service Provider will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. The Company Service Provider shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty-year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

Cost Estimating

Each single building report will include an estimated cost for each System/Sub-System repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.



In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

Company Service Providers use the ASTM Uniformat II system for categorization and a proprietary blend of national prevailing industry-standard cost models for cost estimating. Company also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

Deliverables:

All FCA's will include a deliverable containing the following items:

- Narrative report with descriptions of major systems and corresponding conditions
- Primary digital photos of key components and deficiencies are included in the narrative
- 20-year capital Reserve table with System/System Component replacement costs and dates
- Import asset inventory into Company's Asset Essentials CMMS for preventive and reactive work tracking
- Import of System Component detail into Customer's Company Asset Essentials CMMS to inform funding scenarios and forecast reports in Company's Capital Predictor capital forecasting solution

Acceptance Process:

- Customer will review and provide any feedback related to data sent to them for review by Company Service Provider or Company within 15 business days or unless otherwise determined.
- If Data is not reviewed within the 15-business day period, Company will assume that the Data provided by the Company Service Provider is approved and will load into the Customer's software.

Assumptions:

- Average building square footage is greater than 10,000 sq. feet. If average square footage of all buildings to be included to receive the service is less than 10,000 sq. feet, custom pricing is needed.
- All buildings are located within one primary geographic zone/region (Example – School District, Higher Education, Main Campus, and Town). If multiple or scattered locations across the state are to receive the service a custom quote must be obtained. (Example – Multiple Higher Education Satellite Campuses locations, State Department Agencies)
- Residence Halls – A sampling would be based upon visits to approx. 20% of the rooms. When calculating the projected replacement cost of the in-residence items, these items will be treated as a system. A cost based upon the sampling will be generated for the system. Individual in-room collection of assets would not be provided, if desired a custom quote would be needed.
- Reconciliation of existing equipment in Company work & asset management solutions and updating of historical records will not be performed. If reconciliation is required, this is subject to additional costs depending upon the number of changes requested.
- Capture of Data plate information is subject to readily accessible, legible information plate.
- Company team members make final determination of whether areas housing assets are safely



accessible for data collection.

- Company team members will not move assets or interfere with asset functionality to collect nameplate information.
- All Data on SOW is captured at the asset level – subcomponents of assets listed on the SOW will not be captured.
- Equipment not in service or identified as "Run-to-Fail" are excluded from data gathering service unless inventory is required for compliance purposes.

Customer Responsibility

1. Customer will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.
2. Any data to be migrated from Customer drawings or spreadsheets must be provided to the Company Service Provider within 10 business days of completion of onsite activity.
3. Customer will review and provide any feedback related to data sent to them for review by Company Service Provider or Company within 10 business days or unless otherwise determined.
4. If Data is not reviewed within the 10-business day period Company will assume that the Data provided by the Company Service Provider is approved and will load into the Customer's software.
5. Customer will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, management teams or other necessary resources required for the success of this project.
6. Customer will provide adequate access to working facilities (i.e., access badge, parking pass), if specific authorization or clearance is required Customer will notify Company and/or Company Service Provider in advance of onsite.
7. Customer will ensure that the Company Service Provider is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If Company Service Provider is not granted access to all areas, this could result in missed information gathering and/or delays in implementation timelines. For Flat Roofs, this means providing the Company Service Providers with access to a ladder so that they can conduct a visual assessment.
8. Customer will ensure that the Company Service Provider is granted accessibility to Company Software, for Customers with Connect Authenticate/Single Sign On this may require your Technology Team to setup the Company Service Provider in your organizations Identity Provider service.
9. Customer will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.
10. Company is not responsible for reconciliation of portable or moveable assets after onsite collection is performed.

Addition of Equipment Barcode Tagging services must be purchased prior to onsite activity by the Company Service Provider and is not included in the Standard FCA SOW.

Project Schedule:

- Project kick-off with project coordinator or project manager. Verification of location, contact(s) and square footage data and Customer is asked to verify and send back spreadsheet
- Customer sends back spreadsheet to Company
- Company initiates Partner project for on-site visit
- Partner co-ordinates with Customer for on-site visit
- Partner conducts on-site visit and gathers data and condition



- Draft of FCA asset list data is sent to Customer for review
- Acceptance process
- Company imports data into Company asset management system

On average the transpired time is 6-12 months. However, this is dependent on the complexity of a particular project.

Rates:

Vary based on industry along with type of facility being assessed. Pricing is based per square foot with the number of physical buildings and sites being a determining factor.

Invoicing:

Invoicing for the Facility Condition Assessment service will be provided as delivery milestones are completed for projects equal or greater than 154,000 square feet. Below is the schedule for the billing milestones and the related percentage.

Facility Condition Assessment Milestones	Description	Percentage
Mobilization	Project acquisition template set up, Vendor kickoff call with Customer, Travel arrangement costs; other miscellaneous pre-visit preparation	15%
On-Site Field Data Capture	Project launch meeting with Customer first day of onsite, acquisition of data to Scope of Work at all locations included in project and closing meeting at end of on-site activity to confirm completion and review next step actions.	35%
Data Management	Data activity, including quality assurance and control that occurs after field work is completed to produce the data file.	35%
Report	Creation and delivery of final narrative reports (FCA), and data files (FCA/Data Gathering) to Customer.	15%

*If project is greater than 1.5M Square feet additional milestones will be leveraged.



Equipment Inventory Barcoding Service

Purpose

The Equipment Inventory Barcoding Service works with your Company Work & Asset Management solution in conjunction with an "Equipment Inventory" (Data Gathering) or a Facility Condition Assessment (FCA) service offering.

Value

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

Deliverables by Company to the Customer include the following:

- Commercially produced weather resistant barcodes will be applied to the major pieces of equipment covered in the scope of work provided in the Data Gathering or Facility Condition Assessment services.
- Barcode numbers will be available for use at the time equipment inventory data is imported into your Company Work & Asset Management solution.

The Company Service Provider will make an effort to apply barcodes in a convenient location so the facility's maintenance staff can easily identify them. Based upon our professional expertise, we recommend the following –

- Application of the barcode shall be placed **next to the Data Plate of an Asset**. Placing barcodes in this location ensures that the barcode can be easily identified and associated to the asset in a CMMS software.
- If data plate is not present, or is inaccessible, the barcode will be placed in an accessible area that is easily seen by maintenance technicians, does not detract from the appearance of the equipment, isn't in danger of being tampered with, or will be otherwise destroyed through normal use and cleaning of the asset.

Assumptions

- Purchase of service is made prior to onsite activity. If onsite activity has been completed, custom pricing would be required as a revisit would be needed for the placement of the barcodes.
- For Asset Essentials Customers, determination of 1D (Standard) vs 2D (QR Codes) is required prior to onsite activity. URL creation along with QR code purchase and encoding is needed prior to onsite activity. If determination is not provided prior to onsite activity, 1D (Standard) barcodes will be used.

Invoice Schedule

Invoicing for the Barcoding Service will be provided upon completion of onsite activity at 100%.



Preventive Maintenance Schedule Creation

Purpose

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

Value

By leveraging Company's PM Schedule Creation service, Company customers are able to leverage and incorporate regular preventive maintenance best practices of their equipment. By performing regular or routine maintenance best practices, you ensure that your equipment is operating under safe and optimal conditions thus preventing the potential for downtime and shorter life expectancy.

Deliverables

All Preventive Maintenance Schedule Creation services include the following deliverables:

- Creation of PM Schedules for populating your Company Work & Asset Management solution
- Data population within Company Software. No report will be provided.

Methodology and Approach

Company Service Providers leverage multiple libraries of PM standards to create PM schedules. These standards are based upon prevailing national codes and standards such as ASTM, ASHRAE, NFPA and BOMA. Procedures related to performing the tasks within the schedule will include:

- Safety Points
- Tools Required
- Estimated Time to Complete Maintenance
- Step-by-step procedure to complete maintenance work order

Prior to the import or population within the Company Software, the Company Service Provider will:

- Review of PM Task Check-off Lists with Customer
- Setup baseline PM schedules for the equipment inventory collected
- Work with the Customer to determine PM Schedule assignment. Assignment includes setting up the appropriate Technician or contractor who will be performing the related PM tasks into the master import template to ensure that the routing of work flows accordingly in the Work & Asset Management Solution. Assignment will be made at the location or craft level. Anything above and beyond this level of assignment will be managed and maintained by the customer within the software or require a custom scope of work for the Company Service Provider to deliver. For assignment to occur, the customer must have the Technician or contractor created in the software prior to onsite activity.
- Work with the Customer to determine the start date, frequency and load balancing based upon customer staffing. If start dates cannot be determined or agreed upon within a timely manner, the PM



Schedules will be loaded into the Customer's Work & Asset Management solution as "Inactive".

Assumptions

- Customer will provide feedback/review of PM Schedules within 15 business days of delivery from the Company Service Provider. If feedback/review of PM Schedules exceeds 30 business days, Company will provide a Deliverable Acceptance Form to the customer to complete review within 30 days. If feedback is not provided during this time period, Company will assume delivery of the service and import the PM schedules as "inactive" in the system. Company will provide training on how updates can be made within the software or perform mass updates if needed for a fee.
- Once PM Schedules are imported into the Company Work and Asset Management applications, any updates and/or alterations of those schedules need to be communicated to Company within 30 days. Company will only make updates related to the below items:
 - Discontinuation of PM Schedules created with the service
 - Alteration of frequency on existing schedules created with the service
 - Alteration of start dates for the schedules created with the service

Otherwise, any revisions beyond this 30 day period will be the responsibility of the customer to perform within the software or Company to perform at an additional fee.

- Reconciliation of existing PM Schedules in the customer's account is subject to additional costs depending upon the number of active PM's and is not a part of the standard SOW.

Invoice Schedule

Invoicing for the PM Schedule Creation Service will be provided upon receipt of PM Schedule drafts at 100%



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.

- A. The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- B. Proposal expires in sixty (60) days.
- C. 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.
- D. 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.
- E. Payment terms: Net 30
- F. 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.
- G. Where the Customer is a state, local, or public education entity created by the laws of the applicable state, Siemens and Customer agree that the provisions of the State, Local Government, and Higher Education Addendum ("SLED Addendum") found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) take precedence over any conflicting terms in the Agreement to the extent the deviations set forth therein are required by applicable law.
- H. 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.
- I. 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 fees, including any processing fees, using such Automatic Payment Method.
- J. 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.
- K. 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.
 - L. 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.

Cloud Services

- A. Billing frequency: Annual
- B. First Cloud Services invoice to be sent on or around August 2, 2026.
- C. 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>).
- D. Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- E. During the Term, Siemens shall, as part of Customer's Subscription Fees provide telephone and email support ("Support Services") 24 hours/day, 7 days/week.
- F. 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.
- G. USE OF APIS. Customer is authorized to use any Application Programming Interface that is either: i) identified as a Cloud Services Offering, or ii) identified as published in the Documentation (collectively the "APIs") as part of any Offering for Customer's internal business purposes only. Customer may not use the APIs to enable unauthorized



use of the Cloud Services. Customer may purchase a separate license to use certain published APIs to develop software for use solely in conjunction with the Cloud Services. Customer is prohibited from reselling any software developed through the use of the APIs unless (a) Customer is separately authorized to do so as a member of a Siemens partner program, or (b) Customer has purchased an Offering which include APIs that explicitly allows Customer to develop software for Customer's internal use or for resale under terms and conditions at least as protective as this Agreement. Customer may not otherwise modify, adapt, or merge the Offerings. Siemens has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.

- H. Siemens reserves the right to block IP addresses originating from 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.
- I. Customer is entitled to access and use the Offerings only as explicitly described in the Documentation. These Offerings are intended for Customer's internal business operations only. There are no additional Entitlements or rights to use the Offerings or their related APIs beyond what is specified. Any other access or use is strictly prohibited under the Terms.
- J. At the time of this Order, the implementation of the requirements of the Cyber Resilience Act EU 2024/2847 ("CRA") is not yet mandatory in the European Union (EU) due to its transitional periods. Not all clarifications on measures that the Customer and contractor will take to implement the new requirements within the project implementation can currently be completed. Therefore, the parties agree that the project scope and contract price agreed upon at the time of Agreement conclusion do not yet include any necessary measures to implement the CRA requirements. Siemens will present the implementation of these measures together with an adjustment of the contract price and schedules considering any additional expenses of the contractor in the appropriate project phases through the Change Request procedure.

Managed Services

- A. Billing frequency: Annual
- B. First Managed Services invoice to be sent on or around August 2, 2026.
- C. Managed 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>) .
- D. Any Offerings identified as Managed Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Managed Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- E. Siemens may utilize Artificial Intelligence in the performance of Managed Services and the creation of any Deliverables.

Professional Services:

- A. 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>).
- B. 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.

- C. **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 and incidental expenses associated with multiple visits.
- D. **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.
- E. **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.
- F. **Incidental Expenses.** Customer will reimburse Siemens for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the Order, Siemens will not exceed a 5% inflation of such estimate without the written consent of Customer.
- G. Siemens may utilize Artificial Intelligence in the performance of Professional Services and the creation of any Deliverables.

Additional information

- A. 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>).
- B. Billing frequency other than annual is subject to additional processing fees.
- C. 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-465811 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>)
- D. Company can provide evidence of insurance upon request.



Signature

Presented to:

Baldwin County - Q-465811
March 24, 2026, 1:16:59 PM

Accepted by:

Printed Name

Signed Name

Title

Date