Statement of Work #3 between
Kony Services Inc.
And
City Of Orlando

This Statement of Work ("SOW" or "Statement of Work") will confirm the mutual understanding and agreement of City Of Orlando ("City Of Orlando"), and Kony Services, Inc., a wholly owned subsidiary of Kony Inc. ("Kony"), as to the terms and conditions pursuant to which Kony will perform the services ("Services") described herein. All references to Kony in this SOW are deemed to include all subsidiaries. The terms and conditions of this SOW are as follows:

1. This SOW is entered into by the Parties under the provisions of the Professional Services Agreement, dated February 20, 2015 between each of City Of Orlando and Kony (the "Agreement"), and, except as otherwise provided in this SOW all provisions of the Agreement are applicable to and incorporated by reference into this SOW.

2. The term of this SOW will begin on June 29, 2015 and, unless earlier terminated as provided in the Agreement, will continue through November 13, 2015. The term of this SOW may be extended by mutual written agreement of the Parties.

3. During the term of this SOW, Kony will perform the Services described herein. Kony will be paid in accordance with the schedule set forth herein.

4. During the term of this SOW, City of Orlando will, at its own cost and expense, have the obligations to Kony as described herein.

5. This SOW will also be subject to the additional provisions set forth below.

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1 STATEMENT OF WORK – City of Orlando – Vehicle for Hire Application

City of Orlando is looking to deploy a Vehicle for Hire application to Commercial Drivers, Business Owners and Officials at City of Orlando.

This Statement of Work ("SOW") describes the Services to be provided by Kony to City of Orlando under the terms and conditions contained in the Services Agreement, the terms of which are hereby incorporated by reference. Where applicable, the defined terms in the Master Agreement shall have the same meaning in this SOW.

Phase Number	Name	Target Duration
Phase 1	Requirements Discovery	May 5, 2015 – Jun 12, 2015
Phase 2	Execution	Jun 29, 2015 – Sep 4, 2015
Phase 3	System Testing	Sep 7, 2015 – Oct 9, 2015
Phase 4	User Acceptance Testing	Oct 12, 2015 – Nov 6, 2015
Phase 5	Go LIVE	Nov 9, 2015 – Nov 13, 2015

1.1 Term

The term of this Statement of Work shall commence on June 29, 2015 and will continue until the acceptance by City of Orlando of the Deliverables due hereunder, unless terminated earlier in accordance with the Services Agreement or extended on mutual agreement of the parties (the "Term").

1.2 Scope of Services

During the term of this SOW the Services specified below and in Section 1.3 shall be performed:

- Provide necessary Kony Professional Services resources to develop the application for City of Orlando as specified in the approved blueprint document
- Support City of Orlando UAT Phase and support City of Orlando deployment teams to deploy the application in appropriate environments.
- Language supported will be English

- The Platform Channels (devices) as defined in scope are
    - Desktop Web

1.3 Kony Responsibilities

During the Term of this SOW, Kony shall:

- Provide experienced project resources to develop & system test the application.
- Provide weekly status reports to City of Orlando. Such reports shall include, at a minimum, detailed progress on development tasks accomplished, upcoming tasks, hours worked and issues/risks.
- Provide platform expertise where requested or needed
- Perform System Testing as per approved SIT cases. Kony will prepare System test cases and will share that with City of Orlando for review and approval. Approved cases will be executed and results reported
- Support City of Orlando during UAT to ensure the application is successfully tested and then launched
- Support go-LIVE activities. Post go-live application support is out of scope of this contract

1.4 City of Orlando Responsibilities

During the Term of this SOW, City of Orlando shall:

- Provide infrastructure access (VM/VPN etc) to all Kony resources to ensure that development and test environments and backend systems are available for Kony development.
- Setup of test accounts / data in City of Orlando systems (Dev & QA) as applicable to ensure development and testing
- Ensure availability of environment right from start of development
- Assist Kony during the development and system testing phases to resolve technical / functional queries if any.
- Provide access to City of Orlando defect management system (if applicable) for defect logging and tracking
- City of Orlando will conduct UAT once the development and system testing are all completed by Kony

1.5 Roles and Responsibilities

Phase Description	City of Orlando Responsibilities	Kony Responsibilities
Development & System Testing	• Provide Dev/QA environment and necessary test accounts and data to adequately code and test all the relevant functionalities • Provide timely feedback on queries during execution • Provide development environment for execution • Review and approve Kony Test cases (by City of Orlando business team) • Provide resources to support development and testing during execution phase	• Provide Developers to execute development tasks • Implement functionalities for channels identified • Create and share Test Strategy document for approval • Create test cases for the application and seek out approval from City of Orlando business team • Provide a Test Lead at offshore to oversee testing, manage the deliverables, facilitate communication between City of Orlando team and Kony offshore QA team
UAT phase	• Provide connectivity to UAT environment to Kony team • Conduct user acceptance testing • Manage variance and reporting	• Provide support for UAT phase • Timely resolution of test issues raised during UAT
Production Rollout and Go Live	• Go Live readiness review & Deploy, release application to City of Orlando stakeholders	• Provide final approved application code and support during GO LIVE (including deployment to the servers and users)

1.6 Deliverables

The Services and Deliverables as well as the responsibilities of the parties are detailed below:

Services	Responsibility	Deliverables
• Application source Code will be the sole property of City of Orlando and will be stored and managed by City of Orlando	Kony	Application Source Code

Services	Responsibility	Deliverables
• Kony and City of Orlando will work together to create a Test Plan. This document would include Test Environment, Test Approach, and Types of Testing. This will be driven and shared by Kony to City of Orlando (seeking inputs from City of Orlando)	Kony / City of Orlando	Test Strategy
• During the execution of the project, Kony Delivery Manager will deliver weekly project status reports to City of Orlando Project Manager that would cover the progress for work accomplished, Risks, Issues, Dependencies	Kony	Project Status Reports
• Kony will create test cases for all the scenarios in the application and City of Orlando will review the test cases to ensure completeness. • City of Orlando will also provide the test cases that are relevant for the project	Kony / City of Orlando	Test Cases
• City of Orlando will provide Test Data for all the uses cases in the application to ensure that Kony is able to perform SIT with good coverage	City of Orlando	Test Data

1.7 Kony Resources

Kony shall provide the following resources for the Services:

Kony Resources

Role	Responsibility
Delivery Manager (Onsite)	Oversee the Application implementation. Coordinate between City of Orlando and Kony offshore project team Responsible for project Deliverables Point of escalation for City of Orlando for any project issue requiring immediate attention
Project Manager (Offshore)	Responsible for management and offshore Kony team Ensure optimum use of the resources. Alert any impediments for current/upcoming tasks Report status and working with Offshore & Onsite counterpart for resolving issues
Business Analyst (Offshore)	Coordinating with developers for functional knowledge. Participating in KT sessions as needed. Offshore SME
Technical Lead (Offshore)	Lead technical implementations and design selection. Task allocation to offshore developers.
Developers (Offshore)	Develop and unit test the functionalities
Test Lead (Offshore)	Create Test Cases, manage project team, and facilitate communication with City of Orlando business team & Kony test team. Update test logs to defect management system, create test reports.
Testers	Test execution, logging defects, updating defect management tool
UI Resource	Working on UI Assets (creating form factor resolution of images where missing). Utilized across development phase on actual basis

1.8 Resourcing Details & Cost Projections

The project will be executed on T&M basis and the activities will be billed monthly as incurred. The total cost for resources to be provided for the project execution is expected to be $[redacted]. The total hours expected to be spent are 6840 hrs. Total project costs shall not exceed $[redacted] without City of Orlando's prior written consent

Role	Development										SIT					UAT				go LIVE
	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20
GDM (Global Delivery Manager)	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
TAG (Solution Architect)	0.50	0.50	0.50																	
PM	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Sr Tech Lead - Onsite																1.00	1.00	1.00	1.00	
Sr Tech Lead - Offshore	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					1.00
Sr Test Lead/ Sr BA																1.00	1.00	1.00	1.00	
Sr Test Lead/ Sr BA	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					1.00
UI (Lead)	0.50	0.50	0.50																	
Sr Developer	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	1.00
Developer	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	
Sr Tester							2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	

For the Services, City Of Orlando will pay Kony a total fee of USD $[redacted] to be invoiced on a monthly basis. The invoice for each month will be raised at the beginning of the calendar month.

City Of Orlando will pay each such invoice no later than thirty (30) days after City Of Orlando's receipt thereof. Any invoice not paid within such thirty (30) day period will accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by law, whichever is lower.

Authorized T&E expenses would be reimbursed in accordance with City Policy and Procedure 133.3 for the not to exceed amount of USD [redacted]

Per above plan, the BA/Test Lead and the Technical Lead will travel onsite for 4 weeks (duration of UAT). This will help reduce the risk of delays during UAT. The resources travelling onsite will take care of environment setup and ensure smooth progress of UAT.

1.8.1 Taxes

City Of Orlando will pay all amounts due under this order in U.S. Dollars. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively "Taxes"). City Of Orlando is responsible for paying all Taxes associated with its purchases hereunder. If Kony has the legal obligation to pay or collect Taxes for which City Of Orlando is responsible under this Section, Kony will invoice City Of Orlando and City Of Orlando will pay that amount unless City Of Orlando provides Kony with a valid tax exemption certificate authorized by the appropriate taxing authority.

1.9 Scope of requirements

The scope includes the documented functionalities listed in the approved Blueprint document

1.10 Application - Out of Scope

The following items are out of scope for this project/SOW.

- Sending messages by SMS or Push is not considered as part of scope
- Signature capture is not part of scope
- Post-production support and hosting support are not part of this contract.

1.11 ASSUMPTIONS

The table below provides the assumptions:

No	Assumption	Comment
1	Kony does not anticipate any core Kony platform (server or IDE) changes. If those are discovered during development phase, then they would need to be estimated separately. Kony will alert City of Orlando as early as possible if we reach this situation	
2	This project will be executed on a time and material basis and the activities will be billed monthly as incurred. Any delays from the client's side that impact the target dates mentioned in the section 1 will be chargeable and will be taken as a change request.	
3	Any changes in project scope resulting from increased functionality, software customization, or other additional requirements outside of the original project scope must be mutually agreed upon by City of Orlando and Kony through a formal change control process. Kony approval would be required only in case this would have an impact on the required Kony effort.	
4	UI Assets & Branding guidelines will be available prior to start of development. Any delays will have a cascading effecting on the cost/schedule and will be communicated at relevant point in time to City of Orlando	
5	Work will not be commenced on new requirements outside of the original budget and scope without written approval from City of Orlando and acceptance by Kony prior to the execution of the work. Note: Kony approval is required only in case this would have an impact on the required Kony effort.	
6	Kony will maintain the code in Kony SVN repository (offshore) during this project life cycle. Following the go LIVE date, the application source Code will the sole property of City of Orlando and will be stored and managed by City of Orlando.	

No	Assumption	Comment
7	Scope of channel and browsers for which the application is to be developed would be as per Test Strategy document. However, an indicative list is mentioned below (Test Strategy document prepared during course of development will supersede this list). Additional browser testing will be treated as a CR The primary browsers will be Chrome and Internet Explorer. The secondary browsers will be Firefox and Safari	
8	Development will be on Kony platform version 6.x and any platform upgrades is out of scope	
9	Kony will have a dependency on City of Orlando to provide original UI Assets prior to development. Delays in providing this will have cost and schedule impact. Eg for UI assets include Logo, icons, help images etc	
10	Pricing mentioned above does not include cost of S3, MySQL, RDC, SMTP servers. Those will be priced and share separately prior / during development	
11	Platform dependent defect fixes will have their own ETAs and will require consuming a new plugin. Schedule impact will be communicated as and when the situation arises	
12	Support for UAT & go LIVE is assumed at 5 weeks. UAT is also expected to start immediately after SIT. Any delays or extension will be estimated separately as a CR	
13	In case of resource changes within the Kony team, Kony will ensure that appropriate knowledge is transitioned to the new resource	
14	No performance/load test will be conducted as part of execution. Any such request would be treated as a change and estimated separately	

2 GOVERNANCE

The following sections outline procedures that will be followed by both Kony and City of Orlando during the conduct of this SOW.

2.1 Project Decision Process

The success of the Project is dependent, in part, on the ability of the team to make timely decisions on critical business issues. In order to facilitate an effective and efficient decision-making process the following will apply:

- The City of Orlando Project Team will be empowered to make project related decisions including, but not limited to, the design of the mobile solution, business processes, and organization and data structures. The Mobile solution, process and data related decisions will need to be made in agreement with the City of Orlando leadership.

- There will be governance meetings at regular intervals (defined by City of Orlando) where the progress of the project will be discussed and any corrective action taken.
- All critical decisions with potential to impact project scope, cost or schedule will be logged and monitored in the Project issue database.

2.2 UAT Entry and Exit Criteria

Kony will be testing the developed application and will certify at the end of SIT cycle for UAT readiness. The entry criteria to UAT will be 0 Critical, 0 High defects. There could be Medium and Low defects which will be fixed by Kony during UAT cycles. UAT Exit criteria will be no open defects. The criticality of defects are given below

Severity	Definition
1 – Critical	Critical and high severity problems include problems that prevent the system from going live and there are no acceptable work-arounds.
2 – High	High severity problems include problems such as functions that do not perform according to the documented functionality but which do not prevent the system from going live.
3 – Medium	Medium severity problems include problems that have acceptable operational work-arounds and do not have a significant impact on the functionality.
4 – Low	Low problems and others that have no impact on the functionality of the System

2.3 Change and Scope Control Process

The scope of the Project will be controlled with a formal process to be documented in accordance with City of Orlando standards and agreed to by both Kony and City of Orlando Project Management. Scope will be documented and controlled in the Blueprint document and will become both more defined and controlled as the Project proceeds. The formal scope control process will include provisions for the following:

- Identification and description of the scope change
- Cost and schedule impact analysis
- Project risk analysis
- Approval of impacted stakeholders
- City of Orlando Project Management approval is needed in the event of changes to scope that would have an impact on the effort required under this statement of work.
- A standard documentation and logging procedure to allow teams to track changes.

Template for CR attached as Exhibit

Change Request Form # xx	
Customer Name: City of Orlando	**Project Title:** Vehicle for Hire
Date of Related PSA: 2/20/2015	**Date of Related SOW/CR:** Statement of Work #yy dated <date>
Requested By: Rajesh Subramanian	**Date Requested:** <date>
Requested Completion Date: <date>	**Affected Systems:** VFH app

Description of Change Request: This CR #x is to cover the work necessary .....

Describe Solution

<Brief points>

Fees & Payment:

	# Hours	Hourly Rate(s)	Effort $$$
Offshore Efforts			
Onsite Efforts			
CR Total			

Kony will invoice Customer upon receiving a signed copy of this Change Request and the invoice will be paid according to the payment terms in the related PSA.

City of Orlando	**Kony Services, Inc.**
By:_____ Printed Name: _____	By:_____ Printed Name: Amy Kaufman
Title:_____ Date: _____	Title: VP, Finance Date: _____

* * * * *

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

For: **City of Orlando Company, an affiliate of Otis**

Name:
Title:

Signature: _____

For: **Kony Services, Inc, (a wholly owned subsidiary of Kony Inc)**

Name: Amy Kaufman
Title: VP, Finance

Signature: _____