



PREPARED FOR

Yonkers Public Schools ("Subscriber")
1 Larkin Center
Yonkers, NY 10701

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 300
Cary, NC 27518

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Q-380738

Michael Pelliccio
Deputy Director School Facilities Management
Yonkers Public Schools
1 Larkin Center
Yonkers, NY
10701

Dear Michael,

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

Omnia Purchasing Contract

- Contract R210702
- <https://www.omniapartners.com/suppliers/brightly/public-sector/contract-documents>
(<https://www.omniapartners.com/suppliers/brightly/public-sector/contract-documents>)

Subscription Term: 12 months (07/01/2024 - 06/30/2025)

Cloud Services			
Item	Start Date	End Date	Investment
Event Manager Enterprise	7/1/2024	6/30/2025	27,605.27 USD
3.0 Month(s) included at no additional cost on the first term 07/01/2024 - 09/30/2024			-6,958.04 USD
			Subtotal: 20,647.23 USD
Professional Services			
Item	Investment		
Event Manager Implementation with Consulting	0.00 USD		
			Subtotal: 0.00 USD



Total Initial Investment	20,647.23 USD
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Event Manager – Implementation with Consulting Statement of Work

Summary:

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

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

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

Deliverables:

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

Acceptance Process:

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

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



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

Assumptions:

Subscriber Assumptions:

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

Company Assumptions:

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



Project schedule and approach:

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

Sample Project Timeline (project timelines may vary):



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

Change Management:

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

Invoicing:

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



Order terms

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

Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-380738 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.



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

Thanks again for your interest in utilizing our web-native solutions to integrate and more efficiently manage your operations. Please feel free to contact me with any questions at (262) 794-3582 or by email at matt.hibbard@brightlysoftware.com.

Sincerely,
Matt Hibbard
Brightly

Please address the purchase order to:

Brightly Software, Inc
11000 Regency Parkway, Suite 400
Cary, NC 27518

***** Please mail or email the purchase order to matt.hibbard@brightlysoftware.com.**

Brightly Illuminate

Illuminate: Bringing the best Ideas to Light

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 11th-14th. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

Enlighten Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

Envision

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

Engage

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

The Brightly Bundle includes meals, a 4-night hotel stay and tuition. Registration is open beginning October 1st, 2023 through March 8th, 2024.





Signature

Presented to:

Q-380738

January 03, 2024, 9:58:12 AM

Accepted by:

Printed Name

Signed Name

Title

Date