# STATEMENT OF WORK

Between:

| | | |
|---|---|---|
| Corning Natural Gas Corporation<br>330 West William Street<br>Corning, NY 14830<br>USA | And | Cayenta, A Division of<br>N. Harris Computer Corporation<br>4200 North Fraser Way, Suite 201.<br>Burnaby, BC V5J 5K7<br>Canada |

For:

## A Project for Cayenta Financials and Work Management

Agreement Date: June 28, 2012

In accordance with this agreement and its attachments.

| **Corning Natural Gas Corporation** | ***Cayenta, A Division of N. Harris Computer Corporation*** |
|---|---|
| Name: _____<br>(Signature) | Name: _____<br>(Signature) |
| Name: Stanley G. Sleve<br>(Print) | Name: Brad Atchison<br>(Print) |
| Title: Vice President Administration & Corporate Secretary | Title: Executive Vice President |
| Date: _____ | Date: _____ |

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# 1. Project Introduction

This Statement of Work (SOW) is entered into on June 28, 2012 by and between N. Harris Computer Corporation, with principal offices in Ottawa, Ontario (hereinafter "HARRIS"), and Corning Natural Gas Corporation, with central office in Corning, New York (hereinafter "CORNING"). Cayenta, a division of N. Harris Computer Corporation, is the entity expected to deliver the services defined within this SOW. HARRIS and CORNING shall perform in accordance with this SOW. When mutually executed for implementation, this SOW and the documents listed below become contractually binding on HARRIS and CORNING under the terms and conditions of the Master Sales Agreement.

**Background Statements:**

(A) HARRIS provides a range of computer services and software to utilities and municipalities with a view to achieving a business solution which meets the identified Financial System requirements of CORNING;

(B) CORNING wishes to engage HARRIS for the installation of Cayenta Financials and Work Management Solution, and HARRIS agrees to provide such services and/or software as agreed to in the terms set out herein; and

(C) This Agreement sets out the general terms which will govern the provision of all services and/or deliverables to CORNING by HARRIS.

HARRIS shall perform the services and provide the deliverables defined in the following documents:

| | | |
|---|---|---|
| ***"Master Sales Agreement"*** | N.Harris Computer Corporation Software License, Implementation And Support Agreement, Dated June 28, 2012. | Referenced, not in this document |
| ***"Support and Maintenance Agreement*** | N.Harris Computer Corporation Software License, Implementation And Support Agreement, Dated June 28, 2012. | Referenced, not in this document |
| ***"SOW"*** | This Statement of Work for Professional Services, Dated June 28, 2012 | This document |
| ***"Project Schedule"*** | Project Schedule – transmitted to CORNING May 10, 2012 and to be refined by the project managers from both parties. | Referenced, not in this document |
| ***Change Order*** | Throughout the project, the above referenced documents may be changed via a change order that is agreed to by both parties. In which case the Change order takes precedence over the working of the original document. | Referenced, not in this document |

These documents define the scope of this project and will guide its execution. The conclusion of this project is defined by HARRIS and CORNING as HARRIS having met the requirements for all deliverables.

**Project Goals and Objectives**

The goal of this project is to deliver the software and services provided to the Corning Natural Gas Corporation (CORNING) for the Cayenta Financials and Work Management project in 2012/2013. The primary objectives of this implementation are:

- Implement version 7.6 of Cayenta Financials:
  - General Ledger
  - Budgeting
  - Accounts Payable
  - Purchasing
  - Accounts Receivable
  - System and Menu Management;
- Implement version 7.6 of Cayenta Work Management:
  - Fixed Assets
  - Work Orders
  - Job Costing
  - Inventory
  - Preventive Maintenance
  - Asset Management;
- Install Cognos for reporting;
- No additional Cayenta products are included (ESS, HR, TE, BA, etc.).

# 2. Project Assumptions

**General Assumptions:**

1. CORNING will strive to minimize the impact of competing initiatives within CORNING that may have a negative impact to the Project.
2. All prices are quoted in U.S. dollars and include taxes where applicable.
3. The Fixed Price Amount will be firm for the services identified herein through the project duration and post implementation support, as identified in this SOW.
4. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion.
5. CORNING and HARRIS understand the project scope and project timelines and agree to communicate and adhere to that scope and the timeline, thus setting the proper expectation level.
6. CORNING is willing to implement HARRIS "Best Practices" in order to minimize the need for software customizations. This may not always be possible, but CORNING will approach configuration decision-making from this perspective.

**Staffing and Assumptions:**

1. Both parties will provide sufficient qualified resources to meet the mutually agreed-upon project schedule and milestones for implementation of the Solution.
2. CORNING project team members will be co-located at a CORNING facility.
3. HARRIS application consultants, technical consultants and project manager will utilize a combination of on-site visits and remote support to guide the CORNING team through the implementation.
4. Both parties agree to work a reasonable amount of added hours (when required) to help complete project deliverables and to make project timelines.

**Project Management Assumptions:**

1. CORNING is willing to incorporate HARRIS' proven project management methodology and documentation into their own project management processes to permit HARRIS to execute this SOW in the most efficient and effective manner possible.

## 2.1 HARRIS Project Responsibilities

**General:**

1. HARRIS will utilize the current versions of Microsoft products, including MS Word, MS Excel, MS Project, MS Visio, MS PowerPoint and MS SharePoint, to produce deliverables according to HARRIS technical standards. Should HARRIS not operate at the same versions as CORNING, HARRIS will make reasonable efforts, within Microsoft product capabilities, to save documents and deliverables to a level that would be accessible by CORNING and requests CORNING to do the same for HARRIS.
2. HARRIS personnel will adhere to CORNING's security and data access policies and may be subject to appropriate criminal background checks if required.
3. HARRIS will install Cayenta Software and related Third Party Software, as defined in this agreement and/or required to support Cayenta's Financial and Work Management Solution, on CORNING's environment – inclusive of Cognos reporting.

**Staffing:**

1. HARRIS will be responsible for coordinating third party vendors for products and services that have been subcontracted for by HARRIS.
2. Work will be conducted by HARRIS project team members at both on-site and off-site facilities with remote access to the hardware environment.

**Project Management:**

1. HARRIS will assume responsibility for the successful completion of this SOW including the management of all HARRIS subcontracted resources and related project activities.
2. HARRIS will assume overall responsibility for conducting project related administration activities including the development and maintenance of a Microsoft Project based task schedule.
3. HARRIS is responsible for the initial installation, configuration, and testing of several user PC workstations necessary to support the System's front-end environment. Once CORNING has the knowledge of this process, this will be CORNING's responsibility.
4. HARRIS will work with CORNING to establish the electronic project office including: project directories, calendars, status reporting and other items as agreed to.
5. HARRIS will be responsible for researching the "Known Defects Database" for software defects. During the project, any effort required to research software notes and apply patches is HARRIS's responsibility under the terms of this fixed price contract. HARRIS will work with the CORNING project team to complete these activities, to keep them informed, and to transfer knowledge. Once the solution is in production, CORNING will be responsible for applying all patches and updates to the production environment (or may contract separately with Cayenta's Customer Managed Services team to provide this service).

**Database Conversion:**

1. HARRIS will develop a conversion strategy to move data from the legacy systems to the HARRIS Solution and present to CORNING for review and approval.
2. HARRIS will design, develop and unit test the conversion process.
3. HARRIS will run the database conversion process and verify the quality of the data in a test environment.

**Development:**

1. HARRIS assumes responsibility for managing any core interface configuration, testing and roll-out for the HARRIS Solution side of the interface as defined in Section 10 on Interfaces and Modifications.
2. HARRIS is responsible for any modifications to the Solution to meet CORNING's requirements as agreed to herein. Modifications identified during the Discovery phase or later in the implementation (not already identified in Section 10) will be processed under a Change Order at an additional cost and the schedule impact will be assessed at that time.
3. HARRIS will be responsible for performing quality assurance of all product modifications, interfaces, reports and/or forms developed by HARRIS.

**System Testing:**

1. HARRIS will provide templates for testing.
2. HARRIS will provide a test tracking and incident management tool for the CORNING team to utilize.

3. HARRIS will provide resources for product fixes resulting from defects identified during the system testing process.

**Training:**

1. HARRIS will provide a Train-the-Trainer approach to complete the end-user Training. HARRIS will support CORNING with the development of the end-user training plan.
2. End-user training will be a joint responsibility between HARRIS and CORNING, both from the training materials development and delivery standpoint.

**Post Implementation Support:**

1. HARRIS will provide on-site support for 10 business days following the CORNING following Go-live on the HARRIS Solution. Additionally, HARRIS will provide one (1) week of month-end support for the first month-end following Go-live (if this should fall within the first 2 weeks after go-live, then post Go-live support will be 3 consecutive weeks in duration).
3. HARRIS will assist CORNING to transition on-site support to standard remote support as agreed to in the Support and Maintenance Agreement, during the 10-day transition period.

## 2.2 Client Project Responsibilities

**General:**

1. CORNING will provide the hardware and network infrastructure necessary to execute the project, including the necessary database product licenses and licenses for other products not specifically supplied by HARRIS.
2. CORNING will have the Windows environment set up and ready at the start of the project to enable the loading of the Cayenta Financials v7.6 software to run on the database.
3. CORNING will provide HARRIS with access (local and remote) to the hardware and network environments necessary for the implementation of the Solution as well as access to the appropriate legacy environments.

**Staffing:**

1. CORNING will provide a dedicated project team for the duration of the project. The make-up of CORNING's team will be reviewed with HARRIS during the Initiation phase of the implementation. These resources will be required for varying periods during the project. The number of CORNING personnel required and the dates on which each of those persons starts work may be adjusted as a result of the development of or adjustment to the Project Schedule.
2. CORNING will staff the project with qualified resources that are familiar with CORNING's business processes and practices. These resources will possess the necessary knowledge, skills and abilities.
3. CORNING will appoint a project manager to lead the CORNING project implementation and the CORNING project team.
4. CORNING will empower CORNING's project team members to make decisions related to configuration and business processes. For some key decisions the CORNING team may be required to elevate the decision process to the executive team. CORNING will work to minimize the escalation of decisions to keep the decision process as streamlined as possible.

5. CORNING's executive team is supportive of the SOW and will establish an Executive Sponsor(s) for overseeing the project. This sponsor role may be expanded to include an Executive Steering Committee if deemed necessary by CORNING.
6. CORNING will establish a formal change control process for business processes and project scope decisions that have been elevated from the project team to ensure organizational adherence to the change.
7. CORNING's Executive Sponsor will ensure that key business and contractual decisions are made in a timely fashion.
8. CORNING is responsible for the coordination of the hardware supplier and other 3rd party project vendors under direct contract to CORNING.
9. CORNING will be responsible for coordinating third party vendors for products and services that have been subcontracted for by CORNING.
10. CORNING will be responsible for providing facilities to accommodate both CORNING and HARRIS project team members.

**Project Management:**

1. CORNING is responsible for a master project plan, communication plan and organizational/business change management process as is necessary for a successful implementation and user adoption.
2. CORNING should anticipate and plan for organizational adjustments. CORNING will be responsible for evaluating and managing any business process and technical environment changes, managing and executing the organizational/business change plan and developing new performance measures for CORNING.

**Database Conversion:**

1. CORNING will assign technical resources to provide HARRIS with the required access to current system data tables and will perform back-up and restore functions as required to facilitate the transfer.

**Development:**

1. CORNING will provide subject matter experts who have technical familiarity with the interfaces to the legacy system as required to support the design, development and testing of interfaces to other systems.
2. CORNING will take the lead and be responsible for the development of forms, reports, and portals not otherwise identified as being HARRIS' responsibility in this SOW.
3. CORNING assumes responsibility for managing the interface design, development, testing and roll-out of interfaces (excluding core interfaces on the System side) developed by CORNING as defined in Section 10 on Interfaces and Modifications.
4. CORNING is responsible for obtaining Cognos Report Development training from a Cognos-authorized training program as required to develop Cognos reports.

**System Testing:**

1. CORNING will assume responsibility for conducting functional/unit testing and business process testing, focusing on how well the business processes flow with the new system.
2. CORNING will review and perform testing activities under the guidance of HARRIS, per the jointly developed test plan.

**Training:**

1. CORNING is responsible for prerequisite education and training such as basic PC skills, MS windows training, and/or fundamental business process knowledge of the business processes.
2. CORNING will modify, with guidance from HARRIS, the standard training program and training materials to reflect CORNING's specific business activities performed in the System.
3. CORNING has the facilities and will provide the necessary logistics support for all training sessions, including: class schedules, meeting rooms, training rooms, material reproduction, overhead projectors, training workstations, and any other necessary training supplies.
3. CORNING will ensure end-user attendance at training.
4. End-user training will be the joint responsibility of CORNING and HARRIS.

**Production Readiness and Cutover:**

1. CORNING will be responsible for conducting an acceptance review of the completed Solution as delivered by HARRIS at the completion of system testing activities.
2. CORNING will perform any manual data conversion activities as required as part of production cut-over.

**Post Implementation Support:**

1. A CORNING support group will be assembled prior to cut-over to stabilize the implementation, and provide production support services, including refresher training, coaching and user authorizations and security support.

## 2.3 Combined Project Responsibilities

**General:**

1. Both parties will adhere to the following steps for deliverable review and acceptance:
    - HARRIS completes the deliverables and delivers these, in the specified format, to the CORNING Project Manager.
    - Within five (5) CORNING Business Days from receipt of the deliverables, CORNING will use all reasonable efforts to review the deliverables, and assess the deliverables to determine whether they conform in all material respects to the specifications.
    - In the event that the deliverables are incomplete, unclear or deficient, CORNING will provide a detailed list in writing of the deficiencies and concerns.
    - HARRIS will use its all reasonable efforts to provide a response resolving the deficiencies and/ or concerns within five (5) CORNING Business Days from receipt of the deliverables.
    - CORNING and HARRIS may, by mutual written agreement, extend the review period.
    - Deliverables will be delivered to CORNING as they are developed.
    - In the event that CORNING does not provide written notification of its rejection or acceptance of a deliverable within five (5) CORNING Business Days, such deliverable shall be deemed to be accepted by CORNING unless an extension is requested of and accepted by HARRIS.
    - CORNING shall not unreasonably withhold its acceptance of deliverables.
    - CORNING is also considered to have deliverables, which is the completion of the scheduled activities on time, as defined in the Project Schedule. For this, CORNING must provide the

necessary resources, level of effort, facilities and technical infrastructure to meet the deadlines.
- Milestone sign-offs are considered deliverables and will conform to these same procedures.
- Change Orders are considered deliverables and will conform to these same procedures.

2. All scope changes identified by either CORNING or HARRIS throughout this project will be documented and managed through an agreed to Change Control process.
3. CORNING and HARRIS are responsible to keep the project on schedule; any delays in completing tasks to schedule will be cause for the PMs to evaluate the overall impact on the project and the Go-live date. From this review, resources may be curtailed until the delinquent activities are caught up, and/or a Change Order may be processed to provide the time and dollars necessary to complete the project.

**Staffing:**

1. HARRIS and CORNING will have project managers whose responsibility to the project is to manage the overall implementation to a successful conclusion.
2. Staffing issues will be resolved between CORNING and HARRIS Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.
3. All CORNING and HARRIS Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical. The Project Managers will review any requests for time away from the project before approval is granted.

**Data Conversion and Transfer:**

1. HARRIS will review CORNING's file layouts and data descriptions. The mapping of source data to the target environment may be done in a joint HARRIS and CORNING workshop. HARRIS and CORNING will prepare the mapping specifications based on these sessions, as required.
2. HARRIS will be responsible for the data import or export portion of all interfaces as they relate to the Solution. CORNING will be responsible for the data import or export portion of all interfaces as they relate to other systems.

**System Testing:**

1. HARRIS and CORNING will jointly develop all test plans outlining the testing approach, methods, data, schedule and participants.

**Training:**

1. HARRIS and CORNING will jointly execute develop the training plan for training specifically identified in this SOW or separately contracted for.

**Production Readiness and Cutover:**

1. HARRIS will develop a Go/No-go decision document. CORNING will contribute and refine the document that will be mutually agreed to with HARRIS.
2. HARRIS with assistance of CORNING will develop a mutually agreed to Go-live plan and schedule.
3. HARRIS and CORNING will jointly stage all aspects of the System in preparation for production cutover.
4. HARRIS and CORNING will jointly conduct production cut-over activities.

# 3. Definitions

In addition to the definitions contained elsewhere in this Statement of Work, the following terms shall have the following meanings. Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of the Statement of Work, it shall have the meaning herein set forth. These definitions apply to this Statement of Work.

| *Definition/Term Name* | *Definition/Term Description* |
|---|---|
| Additional Products | Additional Products are modules or standalone applications that CORNING has purchased as part of this project. |
| Business Process | Business Process Procedures that will provide documentation of process steps and system transactions to facilitate testing and training. |
| Best Practices | Techniques, process and settings that enable services to be delivered more effective and efficiently. This is based on HARRIS' experience with it software and clients and not on any industry best practices. |
| Change Control | The process that will be used throughout the project for controlling/managing project scope, schedule, and cost changes. This will be a formal process requiring approvals by representatives from both HARRIS and CORNING. |
| Change Order | A formal document, agreed to by both CORNING and HARRIS, that authorizes a change to the terms of this Agreement or its subsidiary documents. Changes can be monetary or non-monetary depending on the nature of the change. The Change Order is part of the Change Control process. |
| Change Management | The activities, events, processes and procedures that are employed for handling transformation of the organization from one system environment to another. This relates mainly to the people and business processes. |
| CORNING | Corning Natural Gas Corporation, Corning NY |
| Client | References CORNING for the purposes of this document. |
| Configuration | Process of performing table updates and algorithm changes to the System in order to have the system perform CORNING's specific requirements. Configuration does not require programmatic software changes. |
| Conversion | This is the procedures and routines required to transfer the data in the legacy system(s) to the HARRIS Solution. HARRIS is responsible for getting the converted data into the HARRIS Solution, where CONRING is responsible for getting the data out of the legacy system(s). |
| Core Team | This is the team of CORNING employees that are dedicated to the project and are considered full-time resources for the duration of the project. This group should consist of individuals that have specific business knowledge/expertise that will greatly assist in the configuration, testing and training of the Solution. This group will become the 'super users' of the Solution as a result of the efforts on the Core Team. |

| Definition/Term Name | Definition/Term Description |
|---|---|
| Courseware | End-user training materials that will be developed to facilitate end-user training execution. |
| Cut-over | The Cut-over includes all activities required to prepare for the transition of testing the new Solution to production processing with the new Solution. The activities will include ensuring security is set, user profiles are established, close-out of pending actions in the legacy system, manual data conversions if required, rollout of system access to end users and other activities HARRIS and CORNING deem necessary |
| Data Extract | A consistent set of data extracted from the legacy systems for transfer into the HARRIS Solution. A new data extract is required for each conversion and for Go-live. |
| Data Mapping | The process of assigning source system data elements to target data elements in the System data model for purpose of transfer. |
| Data Model | Conceptual description of data objects, their attributes, and the relationships between them. |
| Deliverable | A deliverable is a document or work activity that signifies the completion of a key piece of the project. Deliverables are sometimes tied to payment milestones, but not always and may be the responsibility of either HARRIS and/or CORNING to provide. Deliverables will typically require an approval, accepting the document/work. |
| Fit Gap | The difference between CORNING's business processes and the core functionality of the System. |
| Fall Back Plan | Cut-over planning includes risk and contingency planning. A component of the contingency planning will include processes and procedures in the event that CORNING needs to roll back to legacy system(s) after the Go-live. |
| Fixed Price | The total cost for implementation expenses (excluding travel) to deliver the items noted in this SOW. |
| Functional Test | Singular test of an object such as a screen, report or batch program. These tests will focus on specific functions. Functional tests do not utilize converted data to minimize the source of issues that may be encountered. |
| Functional Requirements | Document that contains CORNING's functional requirements to be provided by HARRIS in this implementation. For any undocumented requirements that becomes known after the signing of this Agreement, an analysis of how that requirement can best me met will be performed and agreement reached by both CORNING and HARRIS before being implemented. If the requirement cannot be met through configuration of the Solution, then a Change Order will be processed. |
| Go-live | The point at which CORNING starts maintaining information in the Solution in production and stops using the legacy systems. |
| HARRIS | For the purposes of this document, HARRIS refers to Cayenta. |

| Definition/Term Name | Definition/Term Description |
|---|---|
| Interface | Passing of data between two separate and distinct systems; can be accomplished via real time or in batch mode. |
| Integrated Test | The integration testing will utilize formal test plans and scripts that will define how to test a singular feature and business process based on pre-defined expected results. Integration tests will be formal in nature, cover multiple scenarios of a feature and process; based on the variations of CORNING's business. Integrated testing will utilize converted production data in a test environment. |
| Known Defects Database | A database of identified issues and fixes for Cayenta Financials, accessible via the Cayenta eSupport web-site. |
| Legacy System | References CORNING's existing system(s) that are being replaced. |
| Modification | A Modification shall be defined as custom code that is inserted into the standard HARRIS product to meet the specific business needs of CORNING. |
| Quality Assurance | The process of verifying that the proper processes and procedures have been adhered to on the project from a methodology as well as project management perspective and that the deliverables produced on the project include the appropriate content and meet defined requirements. |
| Solution | Means the integrated combination of the HARRIS software and Third Party software that are required to build the system(s) that meets and operates in accordance with the specifications set forth in this SOW. |
| System Acceptance | Execution of a document by which CORNING acknowledges and agrees that the Solution is performing acceptably and that HARRIS has completed all deliverables. |
| SME | Subject Matter Expert – a person who is either a full-time member of the project team or participates on an ad-hoc basis as requested. A SME has particular business process knowledge that is vital to understanding for the correct configuration of the Solution. |
| Test Plan | Document that outlines a strategy or approach for testing a particular test script or group test scripts. Describes key set-up issues, dependencies and other general factors. |
| Third Party | A third party is any organization, other than HARRIS and CORNING, which is contractually involved in this project and its successful Go-live by supplying products and/or resources. |

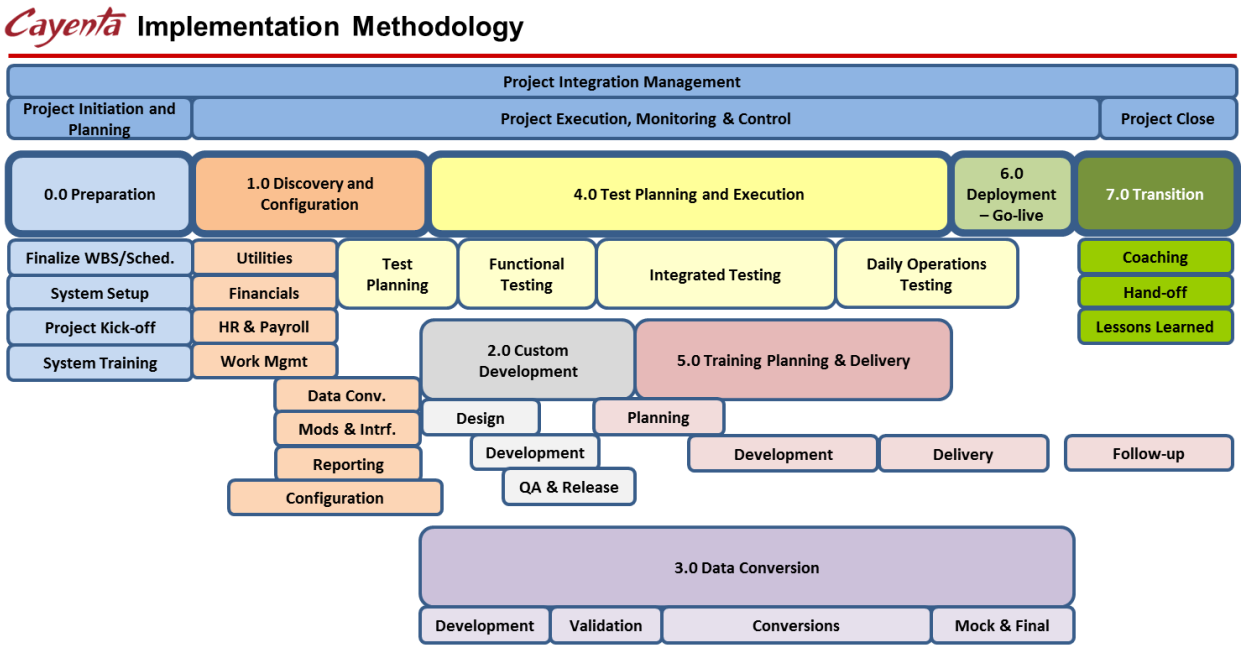
# 4. Scope of Services

## 4.1 Service Overview

Cayenta will provide project management services, and professional services to assist CORNING as defined by the effort outlined in the MS Project Schedule and this SOW. The scope of this project is based on HARRIS' understanding of CORNING's requirements as outlined in this document. The activities and budget as detailed in this SOW are fixed for the defined scope of work and will not be modified without prior approval of a mutually agreed upon change in the scope of work. Sign-off of a Change Order must be made before the change in scope work can begin. All dollars in this SOW are quoted in United States currency.

HARRIS shall use its implementation methodology to deliver the System. The methodology encompasses:

- Project Execution, Monitoring and Control
- Phase 0 – Preparation
- Phase 1 – Discovery and Configuration
- Phase 2 – Custom Development
- Phase 3 – Data Conversion
- Phase 4 – Test Planning and Execution
- Phase 5 – Training Planning and Delivery
- Phase 6 – Deployment – Go-live
- Phase 7 - Transition




*Note: Utilities, HR and Payroll are not part of the CORNING implementation.*

These 8 phases define the scope of project activities that will be provided by both HARRIS and CORNING. These activities are further described in the following sections.

## 4.2 Project Execution, Monitoring and Control

The HARRIS and the CORNING Project Managers shall be responsible for the planning and execution of the project. The Project Managers will jointly be responsible for project management activities throughout the project, and the delivery of change management. The Project Managers overall management objective will be to quickly establish an effective project structure leveraging established HARRIS methods, templates and tools while working within CORNING's project management framework, to provide an effective and efficient management structure.

The project shall have a CORNING Executive Sponsor(s). The Executive Sponsor will meet monthly or more often as required with the project managers. The purpose of the Executive Sponsor is to provide overall project oversight, executive management involvement and strategic project decisions. If desired by CORNING, the role of the Project Sponsor may be expanded to more than one executive, thus forming an Executive Steering Committee (ESC).

## 4.3 Phase 0 – Preparation

**Purpose**
The Preparation phase of the project is the initial period when the project organization is set up and information gathered to allow for the finalization of the project schedule that clearly defines the timeline of the project. During the initial project preparation, CORNING and HARRIS teams are formed and the resources scheduled to ensure that there are no resource conflicts.

The general infrastructure of project governance within CORNING's project management office (consists of CORNING's and HARRIS's Project Manager, and project support resources) is defined as:

- Identify an Executive Sponsor;
- Establish the Project Team and reporting relationships;
- Establish the business process change process;
- Establish and adopt the Change Control process;
- Establish readiness criteria for cut-over (Go/No-go document);
- Define the Risk Management process;
- Finalize the Project Schedule.

Preparation tasks are to include the basic technical infrastructure of the project which include ordering, delivery and installation of necessary hardware and operating system software by CORNING, establishing remote access for HARRIS to CORNING's network for the purposes of the implementation, and preparing project team workspace.

Initial draft project planning documentation as described below will be prepared and delivered to CORNING Project Manager prior to software install for review. Once the HARRIS Project Manager is assigned the two will work through the documents and come to an agreement for the best course of action.

An official project “Kick-off” session will be conducted at CORNING to signify the start of the project. System Overview training will be conducted for CORNING team members in order to familiarize them with the Solution’s functionality as a basis for the Discovery sessions which will take place in the next phase.

Additionally, the purpose of Phase 0 is to create a testing environment by performing technical tasks required for the implementation of the Solution. This environment will be used throughout the project for configuration and testing. CORNING will be responsible for the environment with HARRIS providing technical support.

The final step in this phase is to set up Caystone: the project tracking tool, implementation database, test tracking database and the incidents database. Caystone is a web-based tool that is critical to managing all Cayenta projects.

**Deliverables**
HARRIS will deliver the following as part of this phase:

- Finalized, agreed to project schedule;
- Jointly agreed to Risk Management process;
- Jointly agreed to Change Control process;
- Go/No-go readiness document;
- Create the new databases on a Windows server (several instances will be created of each);
- Install the new software applications on a Windows server (several instances will be created of each);
- CayStone web tool configured for CORNING users
- Kickoff Session jointly delivered;
- System Overview Training provided.

CORNING will deliver the following as part of this phase:

- Establish the Windows environment (4 servers) for test and production instances as well as PC’s needed for testing;
- Setup of a project room with all necessary equipment required by the team;
- Assist HARRIS with test environment database and application software install;
- Confirmation of a functioning test environment;
- Confirmation of remote access to the Solution and project folder;
- Confirmation of external access to the internet, including VPN access to HARRIS systems for the HARRIS personnel when working on-site.

**Constraints and Assumptions**

- CORNING will have any new hardware, or virtual Windows environments, in place before the HARRIS work will begin.
- CORNING will provide connectivity information for the new hardware to the HARRIS Technical Consultant prior to the start of the Cayenta technical tasks.
- CORNING will provide resources to confirm the functioning of the Solution environment.

- With regards to Cognos for reporting, the license cost does not include any named user licenses required to author reports. If CORNING requires additional authoring capability then named-user licenses must be purchased for this purpose at $1,200 per license.

## 4.4 Phase 1 – Discovery and Configuration

**Purpose**
The purpose of this phase is to gather the specific information needed to complete an initial configuration of the Solution that will be ready for testing. The Discovery sessions will span multiple weeks and will involve core team members as well as Subject Matter Experts (SME's).

A HARRIS application consultant will lead the Discovery sessions involving appropriate CORNING business process experts in order to complete any necessary documents, matrices and setup forms. These sessions and resulting documentation will be used to provide an initial configuration of the Solution.

Throughout the Discovery sessions HARRIS and CORNING will jointly identify the business process changes required or desired to best take advantage of the HARRIS Solution. CORNING will document these changes and analyze for impacts to current processes and stakeholders. CORNING will get approval for the changes, and will communicate and implement the business process changes when required.

HARRIS and CORNING will also capture any necessary modifications that will be required, and were not identified in this Agreement at the start of the project. These modifications will be scrutinized for need and technical feasibility and if agreed to, will be processed through the Change Control process.

The Discovery sessions will likely result in work being assigned to the appropriate CORNING resources for completion outside the meeting times. HARRIS and CORNING will use the HARRIS's incident tracking tool (CayStone) throughout the implementation in order to track and report on:

- Business process changes;
- Project Issues (Issues; Business Process Issues; Database Conversion Issues; Reporting Issues; Environment Issues, Interface Issues and more);
- Testing Progress
- Cut-over Tasks and Assignments;
- End User Training Items.

During HARRIS off-site periods, the HARRIS and CORNING team members will continue to share information via email, telephone and CayStone as needed.

**Deliverables**
HARRIS will deliver the following as part of this phase:

- Discovery documents resulting from the workshop sessions conducted in this phase;
- Configuration of the System to meet CORNING's needs;
- Change Orders as required to meet newly discovered requirements.

CORNING will deliver the following as part of this phase:

- Core Team members and SME's to take part in the Discovery sessions as scheduled and document recommended changes to the business processes reviewed;
- Business processes reviewed for impact, and decisions made as to how to proceed;
- All necessary Change Orders approved.

**Constraints and Assumptions**

- CORNING core team members and SME's will be available to take part in the Discovery sessions and will be empowered to implement agreed to business process changes;
- CORNING core team members and SME's will be available to complete Discovery actions, outside of the sessions and during HARRIS off-site weeks, in order to keep the project on schedule.

## 4.5 Phase 2 – Custom Development

**Purpose**

This phase is for the development of custom interfaces and modifications, as well as custom reports and forms as contracted. This phase will begin during Phase 1 – Discovery and Configuration portion of the implementation and will be completed after testing begins in Phase 4 – Testing Planning and Execution.

A HARRIS resource will follow the following five (5) step process to gather the necessary information and to properly develop all essential Modifications and Interfaces for the System:

- Step 1 - Conduct a Discovery session(s) in order to develop requirement documents know as Business Requirements Documents (BRDs)
- Step 2 - Prepare Functional Requirements Document ("FRD") and obtain CORNING sign-off
- Step 3 - Schedule Cayenta Development in coordination with the Project Schedule
- Step 4 - Develop Modifications and Interfaces
- Step 5 – Conduct initial Acceptance Testing prior to delivery

A similar process will be followed for custom report and forms.

See Section 10 for a complete listing of modifications and interfaces that are covered under this SOW.

**Deliverables**

HARRIS will deliver the following as part of this phase (as required):

- Business Requirements Documents (BRDs) that will be jointly developed with CORNING to describe the intended functionality and requirements of the custom work;
- Functional Requirements Documents (FRDs) that are developed by Cayenta Development describing the manner in which the requirements described in the BRD will be met;
- Custom modification, interfaces, report and forms that meet the FRD or design spec.
- QA testing by Cayenta Development and HARRIS consultants prior to CORNING testing commencing.

CORNING will deliver the following as part of this phase:

- Core Team members and SME's to take part in the Discovery sessions as scheduled and document the requirements;
- Prompt review and approval of BRDs and FRDs to enable the development process to begin as scheduled
- Thorough testing of the custom work (as part of Phase 4 – Test Planning and Execution).

**Constraints and Assumptions**

- All Modifications and Interface information is considered sufficient to precede in determining the scope of the changes, but is acknowledged by both parties as incomplete and will be finalized during the project.
- HARRIS will deliver custom work identified in this SOW within the fixed priced agreement. Change orders will be required for all custom work not identified at time of signing. All other functionality defined in the HARRIS's proposal will be delivered through configuration.
- Cayenta Development schedules the development of FRDs in the same manner it schedules the actual custom development work, by allocating time in a future month to meet a deadline. Delays in creating, reviewing and approving BRDs and FRDs could jeopardize the delivery of the custom work and have negative consequences on the overall project schedule.

## 4.6 Phase 3 – Data Conversion

**Purpose**

The HARRIS Migration Methodology is a proven process designed to facilitate the conversion of data from any legacy database into the HARRIS Solution successfully. HARRIS as part of this SOW will be performing the loading to the new Solution database. CORNING will be responsible for the data extraction from the legacy system(s) and providing in the format requested by HARRIS.

The Database conversion steps are:

1. Discovery/ Data Mapping / Conversion Plan
2. Conversion routine development (CORNING and HARRIS)
3. Validation testing (CORNING)
4. Refinement and repetition as required.

The following is a brief description of the conversion process:

- Scripting: In most cases HARRIS will use application scripting which bypasses our application screens and allows uploading data via Excel to the Cayenta tables in the system(s).
- Loading Legacy Data: If the legacy systems are already on Oracle then Oracle export/import are used to copy the legacy data. If the legacy system isn't already based upon Oracle then the preferred method is to transfer the data to a sequential file format using tools available on most legacy systems then load the data via the Data-tool (Cayenta tool which handles various types of data sources and loads into Oracle).
- Data Manipulation: PL/SQL is then used to manipulate data and load the staged data into Cayenta Financials tables. Filtering and translation takes place in this stage.

All processes are run via Cayenta's Data-tool so the conversion process is automated and repeatable.

The following describes the data that will be converted:

- **Accounts Payable Supplier Master**: Conversion of Suppliers for Accounts Payable, Purchasing and bid processing including Prior YTD Totals
- **Inventory Master**: Conversion of the Part Master for all locations and/or Warehouses including Starting Inventory Balance
- **General Ledger Distribution Code Master**: General Ledger Distribution Code Master including funds, department, accounts, projects, assets
- **General Ledger History** 2 years
- **Assets**: Conversion of current assets into asset area's and asset types.
- **Fixed Assets**: Initial Add Value converted with the following details: Purchase Date, Depreciated to Date, Depreciation End Date, Cost, Book Value, and Accumulated Depreciation

**Deliverables**

HARRIS will deliver the following as part of this phase (as required):

- Discovery/ data mapping session with appropriate CORNING personnel;
- Conversion plan describing what was agreed to in the Discovery session;
- Converted data as per the plan;
- Revised conversion(s) if it does not meet the plan.

CORNING will deliver the following as part of this phase:

- Core Team members and SME's to take part in the Discovery and assist in the planning;
- Development of data extract routines as required to get the legacy data into a format suitable for import to the HARRIS Solution;
- Thorough validation testing of the converted data (as part of Phase 4 – Test Planning and Execution).

**Constraints and Assumptions**

- CORNING has the technical expertise to extract the data and format as necessary for HARRIS to convert it and import it into the HARRIS Solution;
- The data conversion process will begin soon after completing the functional Discovery sessions, once it is known how the Solution will be configured and how much data will be converted. This is necessary to meet the start of the testing phase and not have negative consequences on the overall project schedule.

## 4.7 Phase 4 – Test Planning and Execution

**Purpose**
The purpose of Phase 5 is to test the Solution to ensure that it meets the business needs of CORNING. Also during this phase any new functionality will be implemented as specifically outlined in this SOW.

Fundamental to the testing methodology are a jointly-developed Testing Plan. Although the project schedule provides an outline of the testing for resource allocation and scheduling, test plans are developed at the beginning and must be approved before testing commences. These plans provide a week-by-week outline of the major tasks and the team members responsible for them, and thus constitutes the testing roadmap.

HARRIS's testing methodology is based on:

- Understanding CORNING's requirements;
- Tracking to CORNING's requirements by monitoring progress and any issues that arise;
- Continuous plan refinement based on testing metrics.

Testing is repeated within the time allotted until results defined in the test plans and scenarios are achieved. During the testing activity, HARRIS and CORNING staff shall refine testing scenarios and data to address system problems and issues. Testing results are recorded in testing documentation output from CayStone and a final report is produced that contains HARRIS and CORNING's project team approval to proceed to the next phase.

**Deliverables**
HARRIS will deliver the following as part of this phase:

- Test plan and test scenario templates;
- CayStone training for test scenario creation/modification and incident management;
- Assistance with functionality testing issues;
- Testing summary reporting.

CORNING will deliver the following as part of this phase:

- Dedicated team members (SME's), removed from all other responsibilities during the time they are required on the project;
- Team members to develop customized testing scenarios and perform the testing activities;
- Sufficient team members to conduct the testing in the time frame allocated;
- Team member discipline to record testing results and incidents in CayStone to ensure a controlled testing process and one where issues are not forgotten;
- Validate that financial balances are accurate.

**Constraints and Assumptions**

- Sufficient CORNING staff will be available to take part in the testing such that the testing can be completed per the agreed project schedule.
- CORNING has selected capable/qualified team members to perform the testing who will be efficient and capable of working independently once trained by HARRIS on how to conduct

the testing.

## 4.8 Phase 5 – Training Planning and Delivery

**Purpose**
A fundamental factor in the success of this implementation is CORNING's ability to manage the organizational change process – transitioning from the legacy system to HARRIS Solution. The primary 'tool' in this transition is the Training Plan. From the end users' perspective, the goal is to make the transition smooth with a widespread adoption across all user levels regardless of function or computer experience.

The Training Plan provides a blueprint for the depth and timeline of the training deployed based on CORNING's assessment of the learning requirements of the user groups at CORNING. CORNING core team members will develop and conduct the end user training with HARRIS assisting. The benefits for CORNING having the training responsibility are considerable:

- **Credibility** – CORNING team members will have greater credibility since their process knowledge and experiences will be much greater.
- **Familiarity** – CORNING staff will have greater familiarity with the individual trainees, and awareness of individual their learning styles.
- **On-going** – Training is an on-going need and responsibility, and therefore to have CORNING staff trained is both expedient and cost effective. As business changes and functionality is added, there will be a need to continually develop in-house training expertise.

**Deliverables**
HARRIS will deliver the following as part of this phase:

- Training plan jointly developed with CORNING;
- Assistance with training planning and logistics;
- Template training guides that can be modified by CONRING to meet their specific needs;
- Assistance in delivering the training.

CORNING will deliver the following as part of this phase:

- Team member(s) for training and to work as coaches following Go-live;
- Development of training materials and a training plan;
- Delivery of end-user training;
- Deliver any new/revised business process training.

**Constraints and Assumptions**
- CORNING has the facilities and equipment necessary to effectively deliver end-user training.

## 4.9 Phase 6 – Deployment and Go-live

**Purpose**
The Deployment phase is the point at which CORNING and HARRIS decide whether all critical pieces are in place in order to turn the system over to production. This phase includes a production readiness evaluation, cut-over planning, and the cut-over period.

HARRIS and CORNING will develop a detailed Cut-over Plan prior to the proposed Go-live date. HARRIS and CORNING will stage all aspects of the system in preparation for production cut-over, including any manual conversion activities that are required.

The Production Readiness phase focuses on four critical areas:

1. **System Readiness.** Is the application tested and ready for production? For CORNING this may or may not include modifications, interfaces and reports.
2. **Data Readiness.** Is the data ready for production operations? Have all data issues been resolved or planned for during the cut-over period?
3. **Process Readiness.** Have the business processes and their variations been reviewed? Have all business process re-engineering tasks been completed and made ready for production operations?
4. **Resource Readiness.** Are all the end-users trained? Is CORNING's staff trained to deal **with problem-solving during the business cycle?**

A checklist of issues pertaining to the achievement of operational stability is developed. This checklist is based on the experiences gathered from other HARRIS production cut-overs, an on-going evaluation of best practices in the industry, and specific issues that arose during the configuration and testing of the software for CORNING (captured in CayStone for reference).

An assessment of this checklist and evaluation of the business model provides enough information to determine "production readiness". If so, a cut-over plan is finalized and the cut-over to production takes place on the agreed date.

**Deliverables**
HARRIS will deliver the following as part of this phase:

- Assistance with Go-live preparation as a supplement to CORNING in-house planning and preparation;
- Setup of the new production instance and refresh from production data;
- Review and complete cut-over tasks;

CORNING will deliver the following as part of this phase:

- Updated CORNING business process documentation;
- Review and complete cut-over instructions;
- Back-up of the legacy production system(s) prior to final data conversion;
- Both technical and non-technical staff on call and available for Go-live weekend;

- Staff, for Go-live weekend, to carry out testing on the newly established Production Solution as a confirmation of Go-live readiness;
- Ensure all instructions/guides are available to users for the HARRIS solution and associated business processes.

**Constraints and Assumptions**

- Go-live will occur over a weekend.

## 4.10 Phase 7 – Transition

**Purpose**

The final phase is designed to ensure a smooth transition into production. Once the system is in production, a HARRIS application consultant stays engaged to assist CORNING production staff to ensure the System functioning properly. The application consultant will have been part of the implementation team. A team of Canada-based personnel (developers, analysts, report writers, and technical specialists) will provide remote support to the application consultant as required.

The Transition phase will encompass two (2) weeks, plus a third (3) week to support the first month-end process. The purpose of the Transition Phase is ensure complete and successful transfer to the Solution as described in this SOW and to provide CORNING with direct access to an application consultant before transitioning to standard remote Maintenance and Support as per the existing agreement**.**

During this transition period, HARRIS technical, development and systems Integration resources will support the HARRIS application consultant. HARRIS will perform the following types of activities:

- Manage and resolving application issues (configuration and defects, etc.)
- Provide support of business process review activities and how to best achieve the desired improvements with the Solution
- Support of month-end financial close activities; including support and assistance.

If the above referenced items do not occur within the 3-week period, HARRIS agrees to provide support at the request of CORNING at the negotiated hourly cost arrived and agreed to within this SOW.

At the end of this phase, the HARRIS Project Manager (or designated consultant) prepares an Operations Audit and a ‘hand-off’ to HARRIS Support. The audit report outlines all outstanding issues, operational risks, and relevant action items to ensure the stability of your operations. HARRIS and CORNING will review and sign-off on the audit report before it is submitted.

HARRIS PM will also work with the CORNING PM to close out the project in an orderly fashion including a review of this SOW and change order’s to ensure all deliverables have been met. Lessons learned will be jointly developed and shared, and final approval and invoicing will occur at the end of this phase.

**Deliverables**

HARRIS will deliver the following as part of this phase:

- Assistance with functionality issues which may arise during this period;
- Structured hand-off to the standard Harris Support;
- Audit Report.
- Deliverables review and approval request;
- Lessons learned (jointly developed and agreed to).

CORNING will deliver the following as part of this phase:

- Point of contact(s) for standard Harris Support;
- Acceptance of Operations Audit Report;
- Participation in Support hand-off;
- Final deliverables sign-off;
- Approval for project close.

**Constraints and Assumptions**

- CORNING will switch to standard HARRIS Support after the Transition period as outlined in the Support and Maintenance Agreement.

# 5. HARRIS Project Management Methodology

HARRIS will provide project management services through all phases of this project. HARRIS will administer and manage the schedule as outlined by the scope of work defined within this SOW; HARRIS does not assume CORNING's responsibility for management of its obligations, or the management of other vendors and suppliers retained by CORNING.

HARRIS will assist CORNING's Project Manager by providing advice and updates as well as attending scheduled meetings/calls.

**Deliverables**:
The project manager is responsible for the following deliverables:

1. HARRIS resource scheduling;
2. Project Schedule;
3. Monthly project status reports;
4. Contract Management and Change Orders (delivery, scheduling and compliance) ;
5. Project Budget status reporting (part of monthly status reports).

## 5.1 Project Scope and Change Management

Successful implementation of the software requires a coordinated and collaborative effort by HARRIS and CORNING. Each party contributes an essential piece of the project: HARRIS will provide the product knowledge, the methodology and the implementation expertise; CORNING will provide the business knowledge/requirements, testing team members and timely business decisions.

By carefully managing all aspects of this project, HARRIS, and CORNING will be able to implement the system on time, within scope and on budget. To achieve this, CORNING will provide a Project Manager responsible for the direction of CORNING team members assigned to this project as well as all administrative matters associated with managing the project. HARRIS will provide a Project Manager responsible for planning and coordinating all HARRIS deliverables described within this SOW.

The key to the success of this implementation approach is executive and management commitment on the part of CORNING and HARRIS. All management teams must work together to manage the scope of the project and to quickly address project risks and resolve issues brought to them by CORNING and HARRIS Project Managers.

The HARRIS Project Manager will prepare an initial project schedule. Together, CORNING and HARRIS Project Managers will refine the project schedule so that it meets the requirements of CORNING' implementation processes.

The project managers will conduct regular progress reviews of the project and milestones and adjust the schedule as required. This review will occur at least once a month. Although deviations from schedule are not necessarily scope change, if the Project Manager believes that scope change is likely to happen, then he or she will prepare an overview and analysis for review by the management of both organizations.

When a scope change falls outside of the Project Managers area of responsibility, management is responsible for deciding if a scope change should be approved. Once a scope change has been confirmed, the HARRIS Project Manager will prepare a change control document that is signed by management and becomes an addendum to this SOW. A management decision on a scope change must be made prior to commencement of the work, so quick and thorough decision-making is essential.

## 5.2 CORNING Project Team

HARRIS requires that CORNING provide qualified resources that shall be responsible for meeting the mutually agreed upon project schedule and milestones for this implementation. Potential project delays or missed milestones should be reviewed by management and the appropriate scope changes or adjustments considered.

CORNING is required to supply the following resources to the project team:

| | |
|---|---|
| **Project Manager** | CORNING Project Manager should be experienced in the implementation of large software projects. The Project Manager must be capable of initiating appropriate changes to the hardware, software, personnel and business processes, if required. |
| **Core Team Member** | The Core Team Member is a CORNING employee with sufficient experience, knowledge and availability to fully participate for the duration of the project.<br><br>Core Team Members are assigned to the project on a full-time basis for all aspects of configuration, testing and cut-over to production. |
| **Subject Matter Expert (SME)** | A SME should be capable of participating on an 'as needed' basis in the project. A SME brings valuable business process expertise to the project that may not otherwise be represented by a member of the Core Team. SME's will be called upon during Discovery and Testing to contribute their knowledge and participate in decision making that affects business processes. |
| **Systems Analyst or IT support** | CORNING should provide IT support for different aspects of the project. Depending on the skill sets available, this support may be provided by one or several people. This person(s) will be key in regards to providing the following assistance to the project team:<br>• Environmental setup support (e.g. Citrix/network connectivity, workstation problems).<br>• Hardware issue resolution (printer problems).<br>• Will be responsible for all instance management of HARRIS's applications, including backups and disaster recovery. |

| | |
|---|---|
| **Database Administrator** | A DBA familiar with the legacy database should be assigned to the project. This individual will likely be called upon from time to time to assist with database issues. |

## 5.3 HARRIS Project Team

The HARRIS Project Team will be comprised of the following team members:

| | |
|---|---|
| **Project Manager** | A project manager from HARRIS will be responsible for managing the upgrade. The HARRIS project manager will work closely with the CORNING Project Manager to ensure that the project completes on time, in scope and on budget. |
| **Application Consultant** | The application consultant(s) is responsible for configuration and issues relating to the HARRIS Solution. |
| **Technical Consultant** | The HARRIS technical consultant will provide the following support throughout the length of the upgrade project:<br>• Installation of the test instance<br>• Installing the production instance at Go-live<br>• Will relate technical impacts / decisions to the HARRIS Project Manager. |
| **System Analysts & Developers (as required)** | As system modifications are required, HARRIS developers will be used to design and implement the contracted changes or fixes to the system. |
| **Report Analysts & Developers (as required)** | A Report Analyst / Developer will be available to support any report issues during the length of the upgrade project and also for any new custom reports contracted. |

## 5.4 Staffing Replacements

CORNING will have the right to make reasonable requests that a HARRIS resource be replaced. HARRIS will make every effort to replace these resources as soon as possible, but not longer than ten (10) business days after notification to HARRIS. CORNING recognizes that the changing of resources can place strain on the HARRIS organization and may have adverse effects on the project, and will not make these decisions without a thorough review by CORNING prior to the request.

HARRIS will not reassign resources from CORNING's project to another HARRIS project unless there is good reason to do so and only after consultation with CORNING. It is understood that if a HARRIS consultant leaves employment with HARRIS, is transferred or promoted, or is incapacitated and unable to work; such change may be outside the control of HARRIS. In such case, HARRIS will replace the consultant within ten (10) business days with another suitable candidate.

## 5.5 Business Hours

CORNING's regular working hours are 8:00 a.m. to 5:00 p.m. (Eastern Time), Monday through Friday and HARRIS consultants will match these work hours when on-site. HARRIS consultants will deliver approximately 28 hours per week of work in the time that they are on-site and make themselves accessible to CORNING's project team during the regular business hours so that their availability will not be the cause of project delays. Typically, HARRIS's personnel will be on site Tuesday thru Friday (half day) with Monday being a travel day and Friday afternoon being allotted to travel.

## 5.6 Conflict Resolution

Conflict is occurs with any project. HARRIS and CORNING must have a clear conflict resolution process – mutually agreed upon and understood before conflicts arise. The plan must be discussed early in the project and documented accordingly.

HARRIS recommends three levels of conflict escalation:

- Project Managers to;
- Sponsors/Director to;
- Executive

One representative from HARRIS and representatives from CORNING are designated at each level. All issues must be in written form – providing details, impacts and alternative resolutions. Decisions are based on project documents, such as the contract, and SOW.

Basic points:

- Issues must be raised by project members through the respective Project Managers;
- An issue must be entered into Caystone or it is not considered 'logged' unless this is done.

On a weekly basis, the Project Managers will meet, either in person or via a conference call to review the status of the outstanding issues.

## 5.7 System Environment

CORNING will be responsible for the acquisition, installation, acceptance and ongoing operation of the System's hardware, database, communications and local/wide area network infrastructure. CORNING will connect the server hardware configuration to the existing network utilizing an Ethernet adapter and the TCP/IP protocol.

Network contention, i.e., users competing for network resources measured as Ethernet or IP packet collisions, is assumed to be at such a level as to not be a contributing factor to the system performance. Therefore, it is CORNING's responsibility to supply and maintain a high performing and scalable network infrastructure between the servers in the data center, as well as CORNING's end-user's access to the data center. It will also be CORNING's responsibility to monitor its network traffic, collisions, errors, latency, and load, and provide network statistics to verify that the network performs within the following tolerance and is not the cause of poor System performance, impacting the guarantee stated herein:

HARRIS represents that the server configuration described in this Statement of Work will accommodate service levels to meet CORNING's needs:

### 5.7.1 APPLICATION SERVER

| | |
|---|---|
| **General** | |
| Configuration | 2 Multicore Intel Processors |
| **Processor(s) (Intel)** | |
| Processor (CPU) | Dual Xeon 3.2 GHz/4MB KB processor with 533 MHz system bus |
| **Memory Standard** | |
| Memory (RAM) | 16GB DDR SDRAM |
| **Network controller(s)** | |
| Gigabit Ethernet NIC PCI | Dual Intel Pro 1000MT Single port copper gigabit network adapters. (10/100/1000) |
| **Storage Controller(s)** | |
| SCSI Controller | PERC4/Di 2 internal channels – embedded RAID<br>128MB cache |
| **Storage** | |
| Hard Drives (Universal Hot Plug) | Two 18 GB 10,000 rpm Ultra 320 SCSI (RAID 1)<br>Three 100 GB 10,000 rpm Ultra 320 SCSI (RAID 5) |
| **Backup** | |
| External Backup Unit | SDLT 100 GB External Backup Unit |
| **Industry Standards** | |
| Approved certifications (preferred) | ACPI 2.0<br>PCI 2.2<br>PXE<br>WOL<br>Physical Address Extension (PAE) Support |
| **Operating system** | Microsoft Windows 2005 Server Enterprise Edition, or higher. |

### 5.7.2 DATABASE SERVER

| # Users | <20 |
|---|---|
| | |
| **Processors (CPU)** | Intel Xeon dual processor or equivalent |
| **# CPU** | 2+ |
| **Memory (RAM)** | 8GB+ |
| **Hard drives** | SCSI or SATA |
| **CD/DVD ROM drive** | 1 |
| **Network card** | 100MB+ |
| **Database server software (MS SQL server)** | MSSQL server 2005, or 2008 Standard/Enterprise 64 bit edition |
| **Operating system** | Windows 2008, 2008 R2 Standard/Enterprise 32/64 bit edition |

### 5.7.3 WORKSTATIONS

*Primary User*

| **Processor(s) (Intel)** | |
|---|---|
| Processor (CPU) | Intel® Xeon® Dual Core |
| **Memory Standard** | |
| Memory (RAM) | 6GB DDR3 SDRAM at 1333Mhz - 6 DIMMS |
| **Storage** | |
| Hard Drives | 100 GB IDE Hard Drive 7200 rpm |
| **Communications** | |
| Fast Ethernet NIC | Integrated Gigabit Ethernet NIC PCI 10/100/1000 |
| **Operating system** | Microsoft Windows XP Professional, Vista or 7 Professional (32 or 64 bit) |
| **Applications** | |
| Installed applications | Microsoft Office 2003 Professional or higher |

Casual User

| | |
|---|---|
| **Processor(s) (Intel)** | |
| Processor (CPU) | Intel® Xeon® |
| **Memory Standard** | |
| Memory (RAM) | 2 GB DDR SDRAM |
| **Storage** | |
| Hard Drives | 60 GB IDE Hard Drive 5200 rpm |
| **Communications** | |
| Fast Ethernet NIC PCI | Integrated Fast Ethernet NIC PCI 10/100 |
| **Operating system** | Microsoft Windows XP Professional, Vista or 7 Professional (32 or 64 bit) |
| **Applications** | |
| Installed applications | Microsoft Office 2003 Professional or higher |

**Note:** As mentioned previously, HARRIS will assist CORNING IT personnel with setting up the first few PCs and then the rest will be the responsibility of CORNING to install and maintain.

HARRIS represents that if CORNING obtains the equipment listed in this SOW, and guarantees that the network performance meets or exceeds the metrics defined as CORNING's Network Minimums in the section above, the following System Performance Levels will be achieved:

- 90 percent of all online transactions are completed in one second or less, excluding network time, based on the proposed hardware and software.

## 5.8 Training

Training for CORNING team members will take place throughout the entire project from the Discovery Workshops, and throughout the Testing Phases. Training is in the form of workshops, semi-group reviews to individual coaching sessions, depending on need.

To provide a strong working knowledge of the environments and platform for the HARRIS Solution, HARRIS deploys system and technical training to CORNING technical support team. Topics covered include upgrades, maintenance, and administration. HARRIS Technical Services team will conduct this training in a mentoring fashion during the installation of the system where CORNING's IT team will perform the tasks necessary under the instruction and guidance of the HARRIS Technical Consultants

# 6. Project Facilities

## 6.1 Office Space & Supplies

CORNING will provide desk space for each HARRIS consultant that is on-site at CORNING. Space will also be made available for HARRIS consultants that are on-site less frequently; however, these consultants may be required to share space with another HARRIS consultant. HARRIS will require desk space for a minimum of two Consultants and one PM.

CORNING will provide the HARRIS consultants with all basic office supplies required to work efficiently and effectively while on-site. Basic office supplies include items such as paper, pens, whiteboard, staplers, file folders and tape.

## 6.2 Computers

CORNING will provide access for the consultant's laptop computers, as required, inside CORNING's firewall. This should include the access to several printers within the facility, all network drives required for the shared project resources, project servers, all instances of the Solution and full external internet access, including unimpeded access to HARRIS' VPN.

## 6.3 Communication

Each consultant will also be provided a telephone at their desk for making internal, local and long distance calls for business reasons related to the project or other HARRIS business.

CORNING will provide an internet connection to allow HARRIS consultants to access the web and their own e-mail accounts outside of CORNING's firewall, consistent with CORNING security policies.

## 6.4 Conference Rooms

CORNING will also have one conference/project room available full time for the project. Other meeting spaces will be scheduled / reserved as needed. The conference room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection. CORNING will have available a computer for each member of the test / core team in the project room.

## 6.5 Training/Testing Facilities

CORNING shall establish a training/testing room that will provide space, computers (with necessary software) and access to the Solution for up to eight users. The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

# 7. Project Deliverables

HARRIS Project Manager shall be responsible for the completion of the HARRIS project deliverables and will work with the CORNING Project Manager to complete those deliverables listed in this Statement of Work. HARRIS and CORNING Project Managers shall apply project management best practices throughout the course of the Project.

The following deliverables are detailed with their corresponding milestones, estimated dates to be completed and applicable milestone payment expenditure. The party responsible for leading the effort or providing significant decisions is identified under the "Lead" column. The parties required to assist in the deliverable are identified under the "Assist" column.

Payment Milestones are contingent upon CORNING accepting the indicated Deliverable(s):

## 7.1 Deliverables table

**Project Start:**

| **Deliverable 1: Contract Signing** | | | | |
|---|---|---|---|---|
| **Deliverable Description/Definition:** On contract signing (Statement of Work) and 3rd Party software licensing. | | | | |
| **Milestone(s)** | **Estimated Date to be Completed** | **Milestone Payment Expenditure Incurred** | **Lead** | **Assist** |
| Executed contract for implementation of Cayenta Financials System and Work Management System. | 15 May 2012 | MP1 | HARRIS & CORNING | N/A |

**Project Preparation:**

| **Deliverable 2: Establish Project and Software Install** | | | | |
|---|---|---|---|---|
| **Deliverable Description/Definition:** Project officially starts and System is setup. | | | | |
| **Milestone(s)** | **Estimated Date to be Completed** | **Milestone Payment Expenditure Incurred** | **Lead** | **Assist** |
| a. Finalized Project Schedule delivered. | 20 Jul 2012 | MP2 | HARRIS | CORNING |
| b. Environments established. | TBD hardware delivery | N/A | CORNING | HARRIS |

| | | | | |
|---|---|---|---|---|
| c. Cayenta Software and Cognos Installed and ready for testing. | TBD based on b. | MP2 | HARRIS | CORNING |
| d. Kick-off Meeting delivered. | 25 Jul 2012 | MP2 | HARRIS | CORNING |
| e. Overview of new Cayenta Financial features delivered to team members. | 25 Jul 2012 | MP2 | HARRIS | N/A |

## Discovery and Configuration:

| **Deliverable 3: Discovery and Configuration** | | | | |
|---|---|---|---|---|
| **Deliverable Description/Definition:** CORNING describes how to configure the new System and HARRIS sets it up. | | | | |
| **Milestone(s)** | **Estimated Date to be Completed** | **Milestone Payment Expenditure Incurred** | **Lead** | **Assist** |
| a. Discovery session completed. | 6 Sep 2012 | MP3 | HARRIS | CORNING |
| b. System configuration defined. | 6 Sep 2012 | MP3 | HARRIS | CORNING |
| c. Initial Solution configuration complete. | 6 Sep 2012 | MP3 | HARRIS | CORNING |

## Data Conversion:

| **Deliverable 4: Plan and Develop Data Conversion** | | | | |
|---|---|---|---|---|
| **Deliverable Description/Definition:** CORNING and HARRIS plan the data conversion and execute the first conversion. | | | | |
| **Milestone(s)** | **Estimated Date to be Completed** | **Milestone Payment Expenditure Incurred** | **Lead** | **Assist** |
| a. Data mapping completed. | 10 Oct 2012 | MP4 | HARRIS | CORNING |
| b. Data conversion plan delivered. | 10 Oct 2012 | MP4 | HARRIS | CORNING |
| c. Data conversion routines developed. | 10 Oct 2012 | MP4 | HARRIS | CORNING |
| d. First data conversion delivered. | 10 Oct 2012 | MP4 | HARRIS | CORNING |

## System Testing:

| **Deliverable 5: System Testing** | | | | |
|---|---|---|---|---|
| **Deliverable Description/Definition:** CORNING tests the HARRIS Solution to ensure it meets defined requirements. | | | | |
| **Milestone(s)** | **Estimated Date to be Completed** | **Milestone Payment Expenditure Incurred** | **Lead** | **Assist** |
| a. Testing Plan delivered. | 13 Sep 2012 | MP5 | HARRIS | CORNING |
| b. Solution and interfaces tested (excluding Daily Ops) | 15 Oct 2012 | MP5 | CORNING | HARRIS |

## Daily Operations Testing and Training:

| **Deliverable 6: Daily Operations Testing and Training** | | | | |
|---|---|---|---|---|
| **Deliverable Description/Definition:** CORNING tests the HARRIS Solution in a mode that simulates day-to-day and month-end activities. And trains end-users. | | | | |
| **Milestone(s)** | **Estimated Date to be Completed** | **Milestone Payment Expenditure Incurred** | **Lead** | **Assist** |
| c. Testing Plan delivered. | 8 Oct 2012 | MP6 | HARRIS | CORNING |
| d. Daily Ops testing completed | 26 Nov 2012 | MP6 | CORNING | HARRIS |
| e. Training delivered. | 26 Nov 2012 | N/A | CORNING | HARRIS |

## Deployment – Go-live:

| **Deliverable 7: Production Readiness and Cut-over** | | | | |
|---|---|---|---|---|
| **Deliverable Description/Definition:** Jointly, HARRIS and CORNING determine whether the System is ready to Go-live and cut-over is accomplished. | | | | |
| **Milestone(s)** | **Estimated Date to be Completed** | **Milestone Payment Expenditure Incurred** | **Lead** | **Assist** |
| a. Production Readiness decision made. | 4 Dec 2012 | MP7 | HARRIS & CORNING | N/A |
| b. Production System setup and testing configuration copied over. | 15 Dec 2012 | MP7 | HARRIS | CORNING |

| | | | | |
|---|---|---|---|---|
| c. Production data copied over. | 15 Dec 2012 – 5 Jan 2013 | MP7 | HARRIS | CORNING |
| d. Go-live, Solution in production use. | 3 Jan 2013 | MP7 | HARRIS & CORNING | N/A |

**Transition and Project Close:**

| **Deliverable 8: Transition to Standard Harris Support** | | | | |
|---|---|---|---|---|
| **Deliverable Description/Definition:** HARRIS project personnel provide post Go-live support and prepare CORNING for Standard Harris Support. | | | | |
| **Milestone(s)** | **Estimated Date to be Completed** | **Milestone Payment Expenditure Incurred** | **Lead** | **Assist** |
| a. Two (2) weeks of on-site support. Plus one (1) week month-end support. | 15 Feb 2013 | MP8 | HARRIS | N/A |
| b. Operations Audit Report delivered. | 15 Feb 2013 | MP8 | HARRIS | CORNING |
| c. Hand-off to Standard Harris Support. | 15 Feb 2013 | MP8 | HARRIS | CORNING |
| d. Project close – Lessons Learned | 15 Feb 2013 | MP8 | HARRIS | CORNING |

## 7.2 Quality Management Approach for Deliverables

Below is a list of "Quality Events" that CORNING may use to review the quality of deliverables throughout the projects life cycle.

| Quality Event | Description |
|---|---|
| Expert Review | Review of deliverable by CORNING personnel who are considered an expert in the area. |
| Peer Review | Review of deliverables by one's peers. |
| Multi Person Review | Review carried out independently by several people. This type of review will be used to gain agreement between different CORNING stakeholders. |
| Walk-Through | A walk-through will be used to validate content and structure of a deliverable. |
| Project Quality Management Audit | Review by CORNING Auditors. Focused on ensuring the project is progressing as it should and is providing a quality final product. This review will be useful in giving the Sponsors and Steering Committee a level of confidence in the project team. |

| | |
|---|---|
| Process Review | Process reviews will be led by the vendor with CORNING Subject Matter Experts defining the business process during the Discovery phase. Gap analysis will be performed and industry best practices will be examined. Throughout the project life cycle, process reviews will be conducted to ensure proper change control procedures are followed. |

Most "Quality Events" are held just prior to the completion of the delivery, however, if there is a long lead time for a deliverable, reviews will be held earlier and more frequently.

## 7.3 Success Criteria for the Testing Phase

The key success criteria for completing Testing are as follows:

- Satisfactory closure of software deficiencies:
  - All P0 & P1 Defect Trackers/Jiras will be resolved, tested and closed. HARRIS defines tracker priorities in the following manner:
    (a) P0 – System is effectively unworkable. No workaround. Generally reserved for live clients, but can on rare occasions be used during project implementations if problem affects critical implementation path.
    (b) P1 – Major issue with key functionality that does not have an effective workaround. Will be fixed with a P1 patch rather than as part of regular release process.
    (c) P2 – Issue has a viable workaround, and will be addressed during additional implementation testing or in a future release as agreed to by CORNING.
    (d) P3 - Minor issues not affecting daily operations. Will be addressed during additional implementation testing in a future software release.
- Completion of Test scenarios:
  - All functional scenarios tested
  - All interfaces tested (custom and core)
  - All modifications tested
  - All reports and forms tested

## 7.4 Acceptance of Project Deliverables

A deliverable will be accepted by CORNING if:

- It satisfies the scope of the work described in this document and if it contains the content described in the Deliverables section; or
- Achievement of the specified test result for each test specified in the Test Plan; or
- The Solution is put into production mode by CORNING or forms the basis for another project either by HARRIS or another party.
- See Section 2.3 for the procedures for deliverables.

# 8. Budget and Payment Schedule

**The services described are quoted on a Fixed Price basis for the defined scope of work. This quote is in United States currency. This schedule agrees to section 4 (Scope of Services), the project schedule, and in total to the Price Proposal dated April 12, 2011.**

| Project Milestone | Milestone Amount | Plan Date (Estimated) |
|---|---|---|
| MP1 – Contract Signing (25% of services costs) | $82,544 | 15 June 2012 |
| MP2 – Establish Project and Software Install | $60,000 | 1 Aug 2012 |
| MP3 – Discovery and Configuration | $20,000 | 1 Sept 2012 |
| MP4 – Data Conversion | $15,000 | 1 Oct 2012 |
| MP5 – System Testing | $100,000 | 1 Nov 2012 |
| MP6 – Daily Operations Testing and Training | $10,000 | 1 Dec 2012 |
| MP7 – Deployment – Go-live | $25,000 | 15 Jan 2013 |
| MP8 – Transition and Project Close | $17,631 | 15 Feb 2013 |
| **Total** | $330,175 | |

Estimated travel cost for the 30 planned trips at $1,900/trip for an additional $57,000:

- Kick-off
- Discovery
- Testing
- Deployment
- Transition.

**Note:**

1. All license fees and related support and maintenance fees shall be billed upon signing of the Statement of Work, along with 25% of services costs.

2. Actual travel and living costs will be billed as incurred. HARRIS will make every effort to minimize travel and living expenses. Travel and living expenses include:
   - Airfare
   - Lodging
   - Per Diem (rates as established by the sales agreement)
   - Ground Transportation (taxis, rental cars, fuel, tolls, parking)

3. HARRIS travel guidelines will be used by all HARRIS personnel traveling to the CORNING site, unless specifically stated in this section of the Statement of Work.

4. The actual number of trips required will be determined jointly the project managers. The numbers provided above are reasonable estimates for a project of this scope and duration.

**Payment Terms**

All fees shall be paid within thirty (30) days of invoice date. CORNING shall pay all applicable shipping charges and sales taxes, exclusive of HARRIS's income and corporate franchise taxes, in addition to the fees for services separately listed.

# 9. Modifications, Interfaces and Reports

## 9.1 Requirement Confirmation

During the Custom Development phase HARRIS will work with CORNING to evaluate the modifications identified in this SOW and confirm whether each modification is needed. In addition, the Discovery workshops and the testing may identify the need for additional modifications.

***NOTE**: The initial draft of this document includes no CORNING requested modifications or custom interfaces. However this section is left in the SOW to ensure these needs are fully explored prior to finalizing this document and can be modified via change orders once the project has started.*

During this process, a Business Requirements Document (BRD) is written to document the requirements for each modification. Software development tickets are created to track the software modification requests and details of the modification are entered into CayStone for tracking during the testing phases. The BRDs are written by HARRIS with input from CORNING, and then reviewed and agreed to by CORNING before they are presented to Development.

## 9.2 Functional Requirements Document / Thin Specification

Once a modification has been confirmed as a requirement and the development ticket created, the HARRIS Development department will review the requested modification. This review is done by senior software designers to examine the required business requirements against the current application to determine the optimal design and implementation method for delivering the required functionality. Once this assessment is complete, a Functional Requirements Document (FRD) is completed. This document provides the detailed information including proposed application forms, data model changes, and process modifications, from which developers will design and code software, and from which QA will develop test cases. If more details are required, R&D will mark the tracker status as 'Info Required'. This means that a HARRIS application consultant will discuss the requirement with CORNING staff in more detail.

For modifications that require only minor changes, such as adding a preference code, change to a report header or a simple screen field label change, Thin Specifications will be used instead of FRDs. The FRD or Thin Specification is then reviewed and agreed to by CORNING before any development work will start.

## 9.3 Development and Unit Testing

Once functional requirements are approved, the required development tasks are scheduled through the HARRIS Development Contract process and delivery dates for the proposed solution are determined.

HARRIS will be responsible for all coding for the development object. Upon code completion, Development will perform Unit Testing based on the standard Unit Test Cases, as well as the requirements identified in the Functional Requirements Document. According to the complexity of requirements, additional Unit Test Cases may be developed and included as part of the overall Unit Testing process.

## 9.4 Release and Delivery

Upon successful unit testing, the required software components, data model changes, and configuration parameters will be incorporated in a regularly scheduled product Feature Release. These releases are delivered through the Harris eSupport website, and installed with HARRIS's assistance if required using the Installation Wizard.

## 9.5 Interfaces

The Cayenta Application Programming Interface (API) allows external systems to access Cayenta application functionality and data through a supported and secure mechanism.

By integrating with Cayenta applications via the API, external systems ensure they follow the business rules established within the System. Using the API also insulates external systems from changes within Cayenta applications, ensuring that subsequent versions of Cayenta applications may be implemented without requiring extensive reintegration effort.

The API functions contain application requests for data or functions from Cayenta applications. Direct HTTP posts or batch interfacing through a database table is available to connect to the Cayenta API that receives these requests and replies appropriately. Requests and replies are in XML format, allowing for integration with other XML-based interfaces with relatively little integration effort. Where an interface does not have the ability to use the API, bulk extracts and imports will be developed.

The following interfaces are included in the scope of this SOW:

| # | Purpose | Interface from: | Core / Custom | HARRIS Notes/Comments |
|---|---|---|---|---|
| **1** | Post payroll information to general ledger | ADP | Core | Payroll entries will be posted to the general ledger using the core foreign interface or a scripting interface. The format of the ADP information will influence this decision. |
| **2** | Post utility information to the general ledger | Orcom | Core | Utility entries will be posted to the general ledger using the core foreign file interface (GL962T). |

## 9.6 Custom Interfaces

The following custom interfaces are included in the scope of this SOW:

| ID | Description | Comments | Price |
|---|---|---|---|
| | | (none as of June 2012) | |

## 9.7 Custom Modifications

The following modifications are included in the scope of this SOW:

| ID | Description | Comments | Price |
|---|---|---|---|
| | | (none as of June 2012) | |

## 9.8 Reports

Cayenta will deliver the Cayenta Financials and Cayenta Operations Management standard core reports for each of the applications.

## 9.9 Custom Changes to Forms

Information for custom changes to forms will be supplied by CORNING and a Cayenta Report Developer will modify the text for the following forms. Forms will be done according to the original design. Any changes from the original design will be handled with a change order.

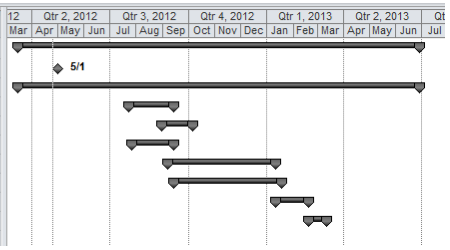
- Work Order
- Accounts Payable Check
- Accounts Receivable Invoice
- Accounts Receivable Statement
- Purchase Order Form
- Bid Form

# 10. Project Schedule

**Project Schedule**

Following is a sample high-level schedule for the entire project as outlined in this Statement of Work. This high level timeline is purely for illustrative purposes and subject to change with the development of the Project Schedule.

| | Cost | Task Name | % mple | Duration | Start | Finish | Actual Finish |
|---|---|---|---|---|---|---|---|
| 1 | $330,175.00 | Corning Gas Cayenta Financials and Work Mananagement Implementation | 0% | 336 days | Fri 3/16/12 | Fri 6/28/13 | NA |
| 2 | $0.00 | Project Start Date (Contract Signing) | 0% | 0 days | Tue 5/1/12 | Tue 5/1/12 | NA |
| 3 | $50,960.00 | 0.0 Project Preparation | 0% | 336 days | Fri 3/16/12 | Fri 6/28/13 | NA |
| 27 | $68,740.00 | 1.0 Discovery and Configuration | 0% | 39 days | Mon 7/23/12 | Thu 9/13/12 | NA |
| 58 | $22,260.00 | 2.0 Custom Development (as contracted) | 0% | 26 days | Fri 8/31/12 | Fri 10/5/12 | NA |
| 71 | $14,700.00 | 3.0 Data Conversion | 0% | 35 days | Fri 7/27/12 | Thu 9/13/12 | NA |
| 82 | $108,850.00 | 4.0 Test Planning and Execution | 0% | 90 days | Fri 9/7/12 | Thu 1/10/13 | NA |
| 112 | $9,380.00 | 5.0 Training Planning and Delivery | 0% | 90 days | Fri 9/14/12 | Thu 1/17/13 | NA |
| 119 | $25,885.00 | 6.0 Deployment - Go Live | 0% | 27 days | Fri 1/11/13 | Mon 2/18/13 | NA |
| 137 | $29,400.00 | 7.0 Transition | 0% | 15 days | Tue 2/19/13 | Mon 3/11/13 | NA |



# 11. Supplemental Services

Additional services will be made available at HARRIS's then current standard rates if CORNING requirements change or the scope of the project is altered. HARRIS reviews its rates annually effective January 1st of each year. Such increases will reflect the cost of retaining and attracting the core of expertise.

CORNING can request supplemental services through the project Change Control process.

**Rates of as January 1, 2012:**

| | |
|---|---|
| Project Manager | $180.00/hr USD |
| Technical Consultant | $180.00/hr USD |
| Application Consultant | $180.00/hr USD |
| Report Developer | $180.00/hr USD |

**Extended Support**

Extended Support is available to HARRIS customers when software support is required outside of Cayenta business hours.

Extended Support Services can be arranged by contacting your Customer Relations Manager. At least 72 business-hours' notice should be given to guarantee support staff availability.

Support for the requested time period will be provided by a Cayenta employee(s) equipped with a pager or cell phone. Cayenta employees providing the on-call service will have dial-in capabilities to the Cayenta Canada offices and, if possible, to the Customer's system.

There is a minimum charge of $250 per day for any pre-arranged Extended Support Services, per Cayenta employee on call (carrying a pager or cell phone). For work performed in response to a pager/cell call, the rate of US$200 per hour will be charged for each hour or portion of an hour spent time by Cayenta staff on actual problem resolution.

**Continuance**

The above Project Services fees include implementation assistance as described above. These are based on the assumption that the Live Operation dates for the products remain as specified in the Project Schedule section of this Statement of Work. In the event that the CORNING unreasonably extends the project beyond these dates or requests work beyond the scope as specified in this Statement of Work, CORNING agrees that additional fees for implementation assistance along with reimbursement for related travel and living expenses incurred may apply. These proposed fees would be mutually considered and agreed between HARRIS and CORNING.

## 12. Change Order Document

# Change Order

**Contact & General Information**

| | | | |
|---|---|---|---|
| **Client** | | **Date** | |
| **Client Contact** | | **Software Application** | |
| **Client Email** | | | |
| **HARRIS** | | **Date** | |
| **HARRIS Contact** | | **Software Application** | |
| **HARRIS Email** | | | |

**Description of Work**

**Attachments:** ☐

**Approval**

| | | |
|---|---|---|
| 000 | | $0.00 |
| **Chargeable Hours** | **Rate** | **Amount** |
| 000 | 000 | |
| **Non-Chargeable Hours** | **Total Hours** | |

**Client Signature** **Date**

**HARRIS Signature** **Date**

Your signature serves as an acceptance of the "Amount" listed above as it relates to the description of work contained in this Change Order. Your signature also indicates you have reviewed and agree to the scope of work as detailed in any accompanying enclosures or attachments. This signed document indicates that you have provided all of the accurate information necessary to produce the work as stated in the above Change Order.

Internal Use Only

Customer # _____ Application # _____ Originated by # _____ PO# _____