ATTACHMENT A: SERVICES AGREEMENT

THIS AGREEMENT made on _____, by and between North Carolina Department of Public Instruction having its principal offices at 301 N. Wilmington St., Raleigh, NC 27601, hereinafter referred to as "Client," and CherryRoad Technologies Inc., with offices located at 301 Gibraltar Drive, Suite 2C, Morris Plains, New Jersey 07950, hereinafter referred to as "Consultant" or "CherryRoad" in the following manner:

W I T N E S S E T H:

WHEREAS, the North Carolina Department of Public Instruction ("NCDPI") entered into a contract with Cherry Road on [_____] (the "CherryRoad NC ERP Contract" or "NC Contract") pursuant to which CherryRoad agreed to provide Local Education Agencies in North Carolina ("LEAs") with certain products, software, and services described in detail in the NC Contract (the "CherryRoad NC ERP Products and Services") at prices not to exceed those established by the NC Contract;

WHEREAS, pursuant to the terms of the CherryRoad NC ERP Contract, LEAs in North Carolina may choose to contract directly with CherryRoad for the CherryRoad NC ERP Products and Services at prices not to exceed those established by the NC Contract;

WHEREAS, pursuant to the terms of the CherryRoad NC ERP Contract, CherryRoad agreed that its agreements with LEAs shall incorporate the terms and conditions established pursuant to the NC Contract, including those set forth in this Agreement;

WHEREAS, pursuant to the terms of the CherryRoad NC ERP Contract, CherryRoad and an individual LEA may separately enter into a Statement of Work to vary the terms of this Agreement to meet the unique needs of the individual LEA (a "LEA Statement of Work"), with prior approval from NCDPI Program Project Office, to ensure compliance with the Uniform Education Reporting System ("UERS");

WHEREAS, Client and CherryRoad agree that, any changes to the data elements, whether initially sought by CherryRoad or LEA must have prior approval from NCDPI Program Project Office, to ensure UERS compliance;

WHEREAS, the Client is desirous of entering into an agreement with Consultant for work, software products, and other products and services described in detail in the CherryRoad NC ERP Contract requested by the Client at prices not to exceed those established by the NC Contract

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms, and conditions herein contained, do agree as follows:

1. **Scope of Services:** The LEA Statement of Work, a sample of which is attached as Exhibit A and the CherryRoad NC ERP Contract, shall define the scope of services ("Services") for this engagement. Client acknowledges that the performance of the Services under this Agreement will be an interdependent effort with employees and agents from both Consultant and Client working together to perform the Services. Both parties

agree to fully cooperate with each other in the performance of the Services and to meet the obligations assigned to each party in the LEA Statement of Work. Each party shall be responsible for the acts and omissions of its own employees and agents.

2. **Payment Terms:** A schedule of deliverables and progress payments has been defined based on the pricing outlined in the CherryRoad NC ERP Contract and the LEA Statement of Work. Consultant will invoice Client as identified in the LEA Statement of Work. Client agrees to remit payment in accordance with the payment terms set forth in Paragraph 15 of the Department of Information Technology Terms and Conditions in the CherryRoad NC ERP Contract.

3. **Order of Precedence:** Intentionally Omitted.

4. **Work Stoppage:** In the event Client fails to pay Consultant for work in accordance with the terms of the CherryRoad NC ERP Contract and this Agreement, Consultant may temporarily cease any and all work under this Agreement that is directly related to the amount in dispute ("Work Stoppage"), provided Consultant gives Client at least thirty (30) calendar days' prior written notice and Client fails to cure within such thirty (30) calendar days; and further provided that Consultant will continue to perform any and all work under the CherryRoad NC ERP Contract and this Agreement for which Consultant has received payment. In such event, if the period of time for such Work Stoppage is more than thirty (30) calendar days, Consultant shall have the right to terminate for cause. In the event Client cures by making full payment after the Work Stoppage and/or demonstrates to Consultant's satisfaction its ability to meet its obligations prior to any termination, Consultant shall return to work within a reasonable time, but in no event more than thirty (30) calendar days thereafter.

   In the event the matter is resolved either between the parties or through dispute resolution in accordance with the Cherry Road NC ERP Contract, then Consultant shall have no liability for any changes, modifications or alterations made during the Work Stoppage by non-Consultant employees or subcontractors to the work previously performed prior to the Work Stoppage.

5. **New Services:** For a period extending 60 months from date of go-live of the final phase as identified in the LEA Statement of Work, Client in conjunction with the DPI SBSM Program Office may request in writing that Consultant perform certain services that are not specifically described in the LEA Statement of Work hereto but are related to the Services ("New Services"). These New Services shall be limited to the type of services previously delivered by the Consultant under the LEA Statement of Work or which are typically provided by Consultant to its public sector customers in the course of performing similar implementation services for those public sector customers. Notwithstanding the above, Consultant shall have the right to decline Client's request to provide such services, during that 60 month period, if the Consultant reasonably believes that: i) the services requested by the Client are outside the above criteria for New Services or ii) are for a customization that Consultant deems, in its reasonable opinion to be detrimental to meeting its performance obligations under this Agreement or iii) Client has failed to pay, per the terms of the CherryRoad NC ERP Contract and this Agreement, for New Services previously requested. In the event the Consultant agrees to perform such New Services, then Consultant shall perform such New Services on a time and materials basis, at an hourly rate not to exceed that described in the Cost Proposal unless otherwise agreed upon in writing, for each of the Consultant personnel assigned to perform such New Services. Requests for

New Services will be limited to increments of no less than eight hours. Consultant shall commence performing the applicable New Services within thirty (30) calendar days of written notice from the Client's Project Manager.

6. **Warranty:** For a period of six months from the date of Final Acceptance of each module Consultant warrants that (A) ALL WORK PERFORMED IN CONNECTION WITH THIS AGREEMENT SHALL BE PERFORMED IN A COMPETENT, PROFESSIONAL AND WORKMANLIKE MANNER, AND SHALL BE OF INDUSTRY STANDARD QUALITY; (B) ALL WORK PERFORMED AND ALL DELIVERABLES SHALL COMPLY WITH APPLICABLE LAWS; AND (C) ALL WORK PERFORMED AND ALL DELIVERABLES SHALL BE PROVIDED IN ACCORDANCE WITH AND SHALL CONFORM IN ALL MATERIAL RESPECTS TO ANY SPECIFICATIONS AND REQUIREMENTS SET FORTH IN THE CHERRYROAD NC ERP CONTRACT.

   To receive warranty remedies, Client must report any deficiencies to Consultant in writing within the Warranty Period. Consultant shall correct all deficiencies in the Services or Work identified by Client during the Warranty Period provided that the defective Services or Work is not caused any inappropriate, improper or unforeseen usage of the Work or Services by the Client unless such actions are taken at the direction of the Consultant. If the deficiency is related to a software issue beyond the control of Consultant, Consultant shall work in good faith with Oracle and resolve the situation or develop a work around solution that materially meets the Client's requirements as set forth in the Statement of Work.

   THE WARRANTIES CONTAINED HEREIN AND IN THE STATEMENT OF WORK ARE CONSULTANT'S SOLE AND EXCLUSIVE WARRANTIES. CONSULTANT AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE CONSULTANT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

7. **Indemnification:** Intentionally Omitted.

8. **Termination:** This Agreement may be terminated in accordance with the termination provisions set forth in the Department of Information Technology Terms and Conditions in the CherryRoad NC ERP Contract.

9. **Insurance:** Consultant shall maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability (inclusive of Privacy and Cyber Liability) of at least $10,000,000 per occurrence and $10,000,000 in the aggregate; (d) Workers Compensation complying with applicable statutory requirements; and (e) Umbrella Liability of at least $10,000,000. Consultant will add the State as an additional insured to its Commercial General Liability, Automobile Liability, and Umbrella Liability policies. Consultant will provide the State with copies of certificates of insurance upon written request, a current copy of which is attached as Exhibit D.

10. **Subcontractors:** Consultant shall not be entitled to subcontract the performance obligations provided herein to any other party without the prior written consent of Client, which shall not be unreasonably withheld, conditioned, or delayed. Consultant shall not be allowed to assign any rights, except monies which may become due under this Agreement, without the prior written approval of Client, such approval not to be unreasonably withheld, conditioned, or delayed.

    Consultant shall be fully responsible for all acts and omissions of its subcontractors to the same extent that Consultant is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and Client or any obligation on the part of Client to pay or to see the payment of any monies due any subcontractor.

11. **Records to be kept by Consultant:** Intentionally Omitted.

12. **Force Majeure:** Intentionally Omitted

13. **Non-Disclosure:** During the term of this Agreement, the State may have access to and become acquainted with Vendor's trade secrets or confidential and proprietary information which shall clearly be marked and designated as such at the time of its initial disclosure to the State. Such information shall not be disclosed by the State to any third-party without the prior written consent of Vendor unless required by law.

14. **Dispute Resolution:** Intentionally Omitted.

15. **Non-Discrimination:** Consultant agrees that it will not discriminate against any person(s) because of age, ancestry, race, color, creed, marital status, political affiliation, religion, disability, national origin, citizenship, sex, or sexual orientation.

16. **Notice:** Any notice hereunder by one party to the other party shall be given in writing by personal delivery, electronic mail, regular mail, overnight mail, or certified mail with proper postage, to the party at the address designated in this Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

    Notices shall be addressed as follows:

    CLIENT:

    Dr. Michael Spano
    North Carolina Department of Public Instruction
    301 N. Wilmington St.
    Raleigh, NC 27601
    Phone 919-807-3707

CONSULTANT:

CherryRoad Technologies Inc.
301 Gibraltar Drive, Suite 2C
Morris Plains, NJ 07950
Attn: Barbara M. Robinson
Phone: (973) 541-4212
Fax: (973) 541-2545

17. Waiver or Modification of Agreement:

a) Both parties understand and agree that any and all changes and modifications to the terms and conditions of this Agreement shall be by mutual written agreement of both parties.

b) No waiver or modification of this Agreement or of any covenant, condition, or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received into evidence in any proceeding, mediation, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

c) No waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement nor as a waiver of any other default, breach, condition precedent, or any other right hereunder.

18. Governing Law: Intentionally Omitted.

19. Non-Solicitation of Employees: Intentionally Omitted

20. Independent Contractor Status: Client expressly acknowledges that Consultant is an "independent contractor," and that nothing in this Agreement is intended to create, nor shall be construed to create, an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing Client to exercise control or direction over the manner or method by which Consultant or its subcontractor performs hereunder. Client shall neither have nor exercise any control or direction over the methods by which the Consultant shall perform its work and functions other than as provided in this Agreement. No party shall have the authority to bind the other or otherwise incur liability on behalf of each other.

21. Change Orders: Modifications to the Statement of Work shall be mutually agreed upon in writing between the parties and will be governed by the terms and conditions of the CherryRoad NC ERP Contract and this Agreement. Changes in scope will be dealt with on a time and materials basis using rates consistent with the roles identified in the LEA Statement of Work and will result in the issuance of a Change Order by Client. Consultant shall not be obligated to provide the work required by the change in the Statement of Work until such time as the Change Order is agreed to in writing by both Consultant and Client. Furthermore, any such modifications shall require the prior written approval of NCDPI Program Project Office.

22. **Severability:** Intentionally Omitted.

23. **Headings or Captions:** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

24. **Limitation on Liability:** Intentionally Omitted.

25. **Work Products:** Consultant shall grant Client, upon full payment, a perpetual, irrevocable, non-assignable, non-exclusive license to all work product and deliverables created by Consultant for Client under this Agreement ("Work"). Consultant shall acquire no rights in any property or information of Client or licensors of Client, except as otherwise expressly provided in this Agreement.

    Further, Consultant will retain ownership of all intellectual property, knowledge, techniques, procedures, routines, templates, and methods which have been developed by Consultant in its regular course of business and not for specific use in performance of this Contract, and used in the provision of services ("Consultant Tools"). Consultant shall grant Client, upon full payment, including all retainage, a perpetual, irrevocable, non-assignable, non-exclusive license to all Contractor Tools that Consultant embeds in or provides with any Work or that are otherwise used in connection with the Services.

26. **Point of Contact:** Should an occasion arise wherein a management decision is necessary to proceed, Client's Project Manager shall serve as the Client point of contact on all matters to be reviewed and considered.

27. **Term of Agreement:** The term of the CherryRoad NC ERP Contract shall be **five** (5) years unless terminated earlier pursuant to the terms in the CherryRoad NC ERP Contract. The State retains the option to extend the CherryRoad NC ERP Contract for one **three** (3) year period and then an additional **two** (2) year period at its sole discretion.

28. **Entire Agreement:** Intentionally Omitted.

29. **Binding Effect:** Each party, and each person signing on behalf of a party, represents and warrants that it, he or she has full legal capacity and authority on its own behalf and on behalf of its predecessors, successors, and assigns heretofore and hereafter, to enter into and perform the respective obligations under this Agreement without any additional consent or approval. In addition, each of the parties hereby agrees, represents, and warrants that the execution, delivery, and performance of this Agreement do not conflict in any material respect with or constitute a material breach or material default under the terms and conditions of any material documents, agreements, or other writings to which it is a party. This Agreement shall be binding upon, and inure to the benefit of the parties hereto, their representatives, employees, agents, independent contractors, successors and assigns.

30. **Counterparts:** Intentionally Omitted.

31. **Participation by Other Local Government Agencies:** Intentionally Omitted.

32. **Good Faith of Parties:** In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

33. **Public Sector Agreement for Oracle Cloud Services:** The Public Sector Agreement for Oracle Cloud Services (the "Oracle CSA") is attached hereto as Exhibit B and its terms are fully incorporated herein. The terms and conditions of the Oracle CSA shall govern any Cloud Services ordered by Client through the Oracle CSA and Cloud Services Ordering Document. The Oracle CSA terms and conditions shall take precedence in the event of a conflict with the terms and conditions of this Services Agreement including any exhibits. For the avoidance of doubt, Consultant shall invoice Client for Cloud Services and Client agrees to remit payment to Consultant for submitted invoices in accordance with the payment terms set forth in Paragraph 15 of the Department of Information Technology Terms and Conditions in the CherryRoad NC ERP Contract. Any additional Cloud Services that Client wishes to purchase shall be incorporated into an amendment to this Agreement.

34. **Cloud Services Ordering Document:** The Cloud Services Ordering Document is attached hereto as Exhibit C and its terms are fully incorporated herein.

Agreed to by:

CHERRYROAD TECHNOLOGIES INC.	**NC DEPARTMENT OF PUBLIC INSTRUCTION (NCDPI)**
(Signature)	(Signature) Mark Johnson, NC Superintendent of NCDPI
(Name & Title)	(Name & Title)
(Date)	(Date)

EXHIBIT A

SAMPLE LEA STATEMENT OF WORK

Attached – Next Page

Local Education Authority (LEA)

Exhibit A – Statement of Work

Public Schools of North Carolina
State Board of Education
Department of Public Instruction

Prepared for:

LEA
Client address
City, ST Zip

Document Contact:

Kevin Teder, Senior Sales Executive | (317) 250-1536 | kteder@cherryroad.com
CherryRoad Technologies Inc. | 2101 NW Corporate Blvd., Suite 104 | Boca Raton, FL 33431

Prepared by:

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301 Gibraltar Drive, Suite 2C
Morris Plains, New Jersey 07950
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1. Executive Summary

This Statement of Work (SOW) is intended to document the scope, roles, responsibility, tasks, and timeframe for the implementation of the Oracle Cloud applications for the LEA. This project is the LEA's blueprint to improve and integrate the business processes, move away from legacy systems, and more broadly leverage the integrated software applications.

This Executive Summary section is intended as an overview of the LEA's project objectives, scope, and timeline for the project. Following the Executive Summary, the terms of the SOW are documented in more detail.

The new solution is cloud-based, departmentalized, role-based, and utilizes modern interfaces that will maximize the automation of processes throughout the LEA's. The solution includes web-based accessibility 24x7x365, extensive reporting capability, and will interface with existing internal and external software as needed. CherryRoad will be implementing Oracle's Cloud solution that will provide the LEA a hosted cloud solution, technical training, staff training, system specifications, installation, configuration, as well as ongoing support and maintenance services.

1.1. Project Objectives

The LEA has partnered with CherryRoad to build, implement, and maintain Oracle's Cloud solution to meet its requirements in replacing their legacy system(s). The project objectives are to implement an integrated Finance and Human Resource System that includes the data migration, other system integrations/interfaces (satellite applications) in order to modernize the LEA's application(s) platform.

1.2. Project Scope

The Oracle Cloud Service modules included in scope are below:

1. Financials Cloud Service
2. Expenses Cloud Service
3. Automated Invoice Processing Cloud Service
4. Forms Recognition Cloud Service
5. Purchasing Cloud Service
6. Procurement Contracts Cloud Service
7. Self Service Procurement Cloud Service
8. Supplier Portal Cloud Service
9. Sourcing Cloud Service
10. Supplier Qualification Management Cloud Service
11. Inventory Management Cloud Service
12. Planning and Budgeting Cloud Service
13. Enterprise Performance Reporting Cloud Service
14. Human Capital Management Base Cloud Service
15. Payroll Cloud Service
16. Time and Labor Cloud Service
17. Workforce Compensation Management Cloud Service
18. Career Development Cloud Service
19. Goal Management
20. Learning Cloud Service
21. Performance Management Cloud Service
22. Additional Test Environment(s)

NOTE: LEA can add/reduce the Oracle Cloud Service modules in scope. Subscription and implementation costs would vary accordingly.

There are six key areas of focus within the Financial and Human Capital Management areas that the project is required to deliver substantial improvements upon completion:

- Enable near real-time position visibility and control
- Provide data management and advanced analytics for decision support
- Replace discontinued and obsolete systems
- Simplify monitoring and compliance
- Eliminate unnecessary duplication
- Increase efficiency of operations

Oracle Cloud Services is a cloud-based system architecture with no local infrastructure maintenance or support requirements. The modern Oracle Cloud Services environment will include the following attributes:

- Tightly coupled Human Resources (HR) and Financial (i.e. fully integrated)
- Employee self-service portal
- Mobile as a primary user interface
- Contemporary and standards-based application interfaces and data exchanges
- Timely linkage between licensure, position, and salary
- Advanced data integration, analytics, and visualization
- Reliable, secure, scalable, and service-oriented support
- State-level rollup and interactive dashboards

1.3. Out-of-Scope

Work not specifically listed in this agreement as In-Scope is considered Out-of-Scope for this SOW. CherryRoad and the LEA will address alterations to the final and approved scope of this SOW through the Change Management Process. Oracle Cloud is a Software as a Service (SaaS) solution and thus the customization of Oracle Cloud is considered Out of Scope for this SOW.

1.4. Overall Program Approach

CherryRoad and the Department of Public Instruction School Business System Modernization Program Office (DPI or SBSM) will develop a baseline system and database configuration ("Golden Template") during an initial pilot. There will be key LEA's identified to participate in the template development that covers the key functionality of the software that will be utilized in future rollouts to the remaining LEAs. This will be done in order to adhere to the overall program schedule and estimated costs across LEAs. The Golden Template will be used as the starting point for each LEA configuration and shall supersede the technical specifications section 12 b) of CherryRoad's Technical Proposal to the DPI RFP.

Upon completion of the "Golden Template" it is DPI's desire to conduct "Rollout Waves" that would comprise of identified LEA's to be rolled out in each wave. With an aggressive schedule, it will be important to keep additional configurations to the "Golden Template" to a minimum to ensure production integrity as the program proceeds. A change management process will be developed in conjunction with CherryRoad, the LEAs and DPI to minimize production disruption as well as balancing continued progress with the program/project rollout in future LEAs/Waves. A Program Office will be

established by DPI and CherryRoad to oversee the LEA implementations. All changes will be approved by the Program Office for purposes of implementation consistency.

A. CherryRoad's Master Templated Instance ("Golden Template") Approach

A master templated instance will be created for LEA and charter school enterprise resource planning functions, state-level reporting systems, and state-level licensure. The templated system will be used as a baseline or "starting point" for use by all LEAs and charter schools of varying sizes and complexities. When a given entity wishes to perform its system modernization, the templated instance will be utilized as a starting point to quickly get the modernization to a point that would normally take months of design, configuration, testing, and development to obtain. This approach drastically reduces implementation time and makes the best use of taxpayer dollars.

The template is not intended to be a complete "off-the-self" system because each LEA/charter will have its own unique requirements. Rather, it is a rapid approach that will eliminate duplication of effort by sharing pre-configured business processes, reporting, and integration that is commonly shared or mandated across all NCDPI entities.

This template will be comprised of the following:

- Payroll, HR, fund accounting, procurement, general ledger, and related financial and HR applications.
- State-level reporting systems support the development of state and federal reports, monitoring, compliance, and general auditing functions associated with the management and allotment of state and federal funds.
- Licensure as an input to payroll and a data source for many reports.
- Modernized common business processes, integrations, and workflows.

The master template will account for DPI and the LEAs business processes as well as the following:

- Standardized chart of accounts
- Standardized and commonly used reports
- Tightly coupled HR and payroll
- Employee Self-Service portal
- Mobile as the primary user interface
- Contemporary and standards-based application interfaces and data exchanges. The integration will use a common integration platform and pre-configured integration points for integrations used across DPI.
- Timely linkage between licensure, position, and salary
- Advanced data integration, analytics, and visualization
- Reliable, secure, scalable, and service-oriented support
- State-level rollup and interactive dashboards

In addition to the composition of the templated instance, CherryRoad will deliver a common implementation approach along with reusable project artifacts to be used on every implementation as follows:

- Project management

- Planning and discovery for each LEA
- Solution design
- Design of LEA-specific configurations
- Implementation of DPI mandated requirements
- Solution deployment and testing
- Design and development of LEA-specific interfaces and integrations
- Design and development of LEA-specific conversions
- Testing
- Implementation and training
- Production support

B. Master Template Usage and Rollout

At the point in which the templated instance is completed, it will be available for all LEAs and charter school implementations to jumpstart their system modernization efforts. The process will be repeatable. The steps required to replicate the template for a given LEA are as follows:

1. Engage with CherryRoad to obtain the Oracle Cloud Service subscription license representative of the project scope.
2. Engage with CherryRoad to provision the SaaS environment with Oracle.
3. Engage with CherryRoad to implement the Master Template and begin the implementation process with certain templates including the following:
   a. Base configurations
   b. Reports (common local, state, federal reporting reports and business reports)
   c. Integration connectors and processes
   d. Time collection and payroll formulas common to DPI entities
   e. Implementation process deliverables, test scripts, and documentation
   f. Jumpstart project plan with work breakdown structure
   g. Project management artifacts and jumpstart approach
   h. Change management artifacts
   i. Standard process training materials
4. Implement the configuration and common data elements into the LEA's environment.
5. Import foundational data.
6. Setup common Time collection and payroll formulas.
7. Import the standard reports into the environment.
8. Setup integration platform and import connectors and integration processes.
9. Setup project management share site with project plan, deliverables, artifacts training, and change management materials.

C. Post Template Rollout

The implementation of the Master Template will be used as a feeder into and accelerated implementation process where we will then begin to gather requirements specific to the individual LEA. From this point, CherryRoad will continue with a traditional Cloud-based implementation approach to accomplish the following:

- Gather individual LEA requirements and complete design
- Configure additional functionality and business requirements
- Develop any additional integration points

- Develop any additional required reports
- Fully test the system (unit, payroll parallel, system integration with end-to-end processes, user acceptance)
- Perform change management functions
- Complete training materials and perform end-user training
- Go-Live and Support

2. Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, change control review and authority, and organizational change management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiation Stage of the project.

The graphic below illustrates an overall team perspective where CherryRoad and the Local Education Agency collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, CherryRoad implementation management and the Local Education Agency steering committee become the escalation points to triage responses prior to escalation to the Local Education Agency and CherryRoad executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Local Education Agency and CherryRoad executive sponsors serve as the final escalation point.

The following groups provide additional programmatic oversight over the LEA projects.

2.1. LEA Governance

Depending on the Local Education Agency's organizational structure and size, the following governance roles may be filled by one or more people.

A. LEA Project Manager

The Local Education Agency's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with CherryRoad. The Local Education Agency project manager(s) will be responsible for reporting to the Local Education Agency steering committee and determining appropriate escalation points.

B. Education Business System Advisory Committee and School Business System Modernization Program Office

The Educational Business System Advisory Committee (EBSAC) understands and supports the cultural change necessary for the project and fosters an appreciation of the project's value throughout the organization. EBSAC will receive regular updates on project progress, project decisions, and achievement of project milestones and provide guidance and direction as necessary. The Educational Business System Advisory Committee also provides support to the DPI project manager(s) by communicating the importance of the project to all impacted departments. The DPI steering committee is responsible for ensuring the project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The DPI steering committee also serves as primary level of issue resolution for the project.

C. LEA Steering Committee

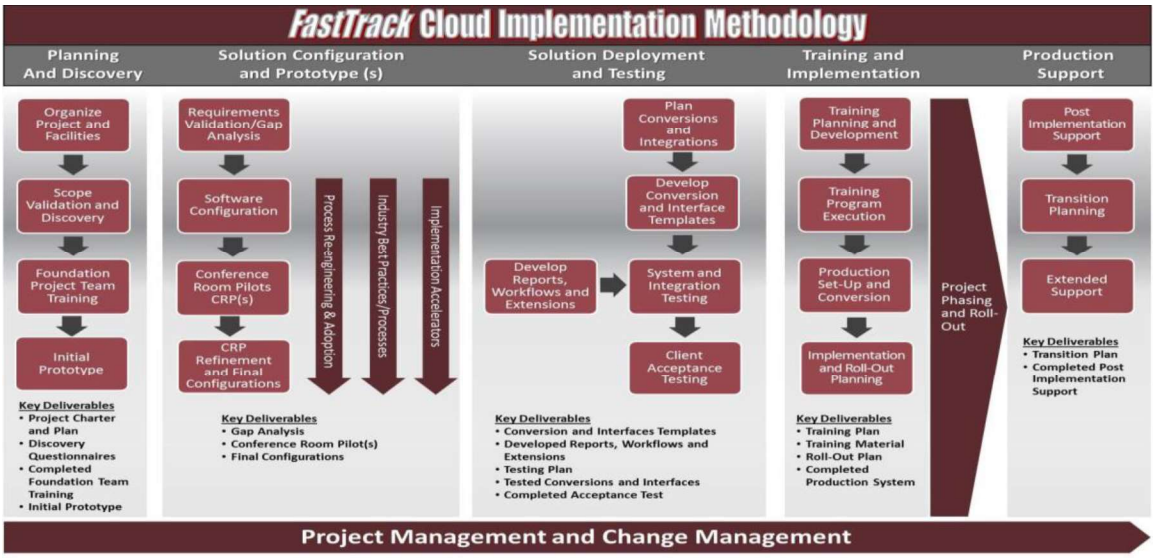
The LEA steering committee understands and supports the cultural change necessary for the project and fosters an appreciation of the Project's value throughout the organization and oversees the project manager(s) and the project. Through participation in regular LEA Steering Committee meetings, the LEA steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The LEA steering committee also provides support to the project manager(s) by communicating the importance of the project to all impacted departments. The LEA steering committee is responsible for ensuring the project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The LEA steering committee also serves as primary level of issue resolution for the project.

D. LEA Executive Sponsor(s)

The LEA's executive sponsor(s) is part of the LEA Steering Committee and provides support to the project by allocating resources, providing strategic direction, and communicating key issues about the project and the project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the LEA steering committee, project manager(s), and functional leads to make critical business decisions for the Local Education Agency.

3. Implementation Approach

The project team will follow the CherryRoad *FastTrack* Cloud Implementation Methodology. *FastTrack* addresses the entire implementation lifecycle, from strategic systems planning through system support. The following diagram illustrates the major phases/tasks in the *FastTrack* Implementation Methodology and the key deliverables/milestones in each phase.



The *FastTrack* Implementation Methodology consists of five key project stages essential for a Cloud software implementation. The major stages include:

Stage 1 – Initiation	The project team will develop a series of planning deliverables that establish the implementation approach and project standards.
Stage 2 – Planning & Discovery	The project team will conduct initial discovery sessions to gain understanding of the Oracle Cloud applications and how they align with the LEA's business processes, legacy system data, and operational considerations.
Stage 3 – Design & Development	The project team will configure the Oracle Cloud applications to align with the LEA's requirements while also developing required conversions, interfaces, and reports. A series of prototype work sessions are conducted to unit test the application configuration, demonstrate how the LEA's requirements will be met using the Oracle Cloud applications, and what business process changes will need to be implemented by the LEA
Stage 4 – Testing & Training	The project team will conduct system integration and user acceptance testing to confirm the application configuration, converted data, interfaces, and reports meet the end-to-end business processes of the LEA. During this stage, the project team will also execute the training program, which includes train-the-trainer sessions followed by the LEA-led end-user training.
Stage 5 – Deploy & Support	The project team will execute the steps required for the LEA to Go-Live on the Oracle Cloud applications, including the migration of application configuration, converted data, interfaces, reports, and security. The Go-Live is then followed by CherryRoad production support services.

3.1. Deliverables/Milestones

The project team will follow the CherryRoad deliverable/milestone-based implementation approach. Deliverables/milestones are the building blocks of the project with each implementation task rolling up to a deliverable or milestone. There is a total of 33 deliverables/milestones included in the CherryRoad implementation approach. Several deliverables and milestones are one-time work products that apply across each of the five project phases. However, most of the deliverables and milestones are completed specifically for the individual project phases.

The implementation approach organizes the CherryRoad deliverables into five (5) Implementation Tracks. Implementation Tracks indicate the project team members primarily responsible for the completion of the deliverable or milestone. The table below lists the Implementation Tracks and the total number of deliverables/milestones that will be developed within each track.

Track		Number of Deliverables
1	Project Management	11
2	Functional	10
3	Development	5
4	Organizational Change Management	3
5	Training	4
	TOTAL	**33**

NOTE: this table may be adjusted by CherryRoad and DPI due to the templated approach for repetitive LEAs. This will be finalized during specific statement of work for each LEA.

Each deliverable/milestone has an identification (ID) that will be referenced by the Statement of Work, project schedule, project deliverables, and project status reports. The following table indicates if the item is a deliverable or a milestone and lists both the LEA's role and CherryRoad's role in the completion of the deliverable/milestone.

Appendix B includes the detailed definition for each Track deliverable/milestone listed in the following tables. The definitions include the description, acceptance criteria, the LEA's role, CherryRoad's role, and assumptions that apply to each individual deliverable/milestone.

A. Implementation Tracks

ID	Deliverable/Milestone Name	Deliverable/ Milestone	LEA Role	CherryRoad Role
Track 1 – Project Management				
P01	Initial Project Startup	Milestone	Assist	Lead
P02	SharePoint Site	Deliverable	N/A	Lead
P03	Project Charter	Deliverable	Assist	Lead
P04	Baseline Project Schedule	Deliverable	Assist	Lead
P05	Project Kickoff	Deliverable	Lead	Assist

ID	Deliverable/Milestone Name	Deliverable/ Milestone	LEA Role	CherryRoad Role
P06	Project Scope Acceptance	Deliverable	Assist	Lead
P07	Test Plan	Deliverable	Assist	Lead
P08	Production Cutover Plan	Deliverable	Assist	Lead
P09	Completed Production System (Go Live)	Milestone	Assist	Lead
P10	Project Status Reports – Weekly	Deliverable	Share	Share
P11	Steering Committee Reports – Monthly	Deliverable	Share	Share
Track 2 – Functional Management				
F01	Initial Discovery Questions	Deliverable	Assist	Lead
F02	Initial Prototype	Milestone	Participate	Lead
F03	Gap Analysis	Deliverable	Participate	Lead
F04	Conference Room Pilot	Milestone	Participate	Lead
F05	Complete System Test	Milestone	Assist	Lead
F06	Module Configuration Documents	Deliverable	Participate	Lead
F07	Workflow Design Document	Deliverable	Assist	Lead
F08	Complete Integration Test	Milestone	Assist	Lead
F09	Complete User Acceptance Test	Milestone	Lead	Participate
F10	Completed Post Implementation Support	Milestone	None	Lead
Track 3 – Development				
D01	Development Approach	Deliverable	Assist	Lead
D02	Complete Conversion Process Templates	Milestone	Assist	Lead
D03	Complete Conversion Data Validation	Milestone	Assist	Lead
D04	Complete Interface/Integration Templates	Milestone	Assist	Lead
D05	Complete Reports	Milestone	Assist	Lead
Track 4 – Organizational Change Management				
O01	Stakeholder Analysis	Milestone	Execute	Advise
O02	Organizational Change Management Project Plan	Deliverable	Execute	Advise
O03	Operations & Maintenance Plan	Deliverable	Execute	Advise
Track 5 – Training				
T01	Complete Foundation Project Team Training	Milestone	Participate	Lead
T02	Training Plan	Deliverable	Assist	Lead
T03	Deliver Train-the-Trainer Training	Milestone	Assist	Lead
T04	Deliver End-User-Training	Milestone	Lead	Assist

B. Deliverable Submission and Approval Process

Drafts shall be provided by CherryRoad, when applicable, of each deliverable prior to formal submittal. The LEA shall review and provide written approval or comments, as appropriate. In general, comments, issues, or sign-off shall be provided within 5 work days after receipt of the final draft. If necessary and so instructed to do so, each deliverable will be revised as appropriate and another draft of the final version submitted within 5 work days. The LEA shall respond to resubmitted deliverables and review updated content related to the findings in the first review session within 5 work days. CherryRoad and the LEA holidays are not considered work days for the purposes of deliverable acceptance. If a CherryRoad or the LEA holiday falls within the deliverable review period, the project team will follow a mutually agreeable schedule deviation.

Designated Approvers			
LEA/DPI	**LEA/DPI Name**	**CherryRoad**	**CherryRoad Name**
Program Manager		Project Manager	
Program Director			

If LEA approver does not accept or reject the deliverable within the allotted time and does not communicate any timeframe in which a decision will be made, the escalation process shall be followed. If delays in acceptance cause the project schedule to be extended, a change order may be required. If the deliverable requires alteration in the future, the change management process will be used.

If agreement on a deliverable cannot be made, notice shall be given of such event **and the following process shall be followed**:

Department of Public Instruction shall use the following escalation path for resolution:	**CherryRoad will use the following escalation path for resolution and approval:**
1) Project Manager 2) Program Director 3) Vice President of Implementation 4) Division President	1) Program Manager 2) Program Director 3) Superintendent of Public Instruction 4) Dispute resolution terms as defined in the agreement

Approval Escalation Path				
Level	**LEA/DPI**	**LEA/DPI Name**	**CherryRoad**	**CherryRoad Name**
1	Program Manager		Project Manager	
2	Program Director		Program Director	
3	Superintendent of Public Instruction		Vice President of Implementation	
4			Division President	

A "sign-off" form for the LEA to indicate its approval, disapproval, or other comment shall accompany each formal/final deliverable submission. If the LEA and CherryRoad are unable to come to agreement on the acceptance of a deliverable, the Dispute Resolution Process described in the Contract will define resolution.

3.2. Work Breakdown Structure (WBS) Diagram

The Work Breakdown Structure (WBS) organizes the project deliverables/milestones and serves as the foundation from which the Baseline Project Schedule will be developed. A WBS numbering convention will be included in the project schedule, which will be developed using Microsoft Project.

In addition to the project schedule WBS, a WBS diagram will be created to provide a graphical depiction of the CherryRoad deliverable/milestone-based methodology. Within the WBS diagram, the project deliverables and milestones are organized both horizontally and vertically. First, the deliverables/milestones are displayed in a left-to-right horizontal configuration that depicts the progression of deliverables to be completed within each of the five Implementation Stages.

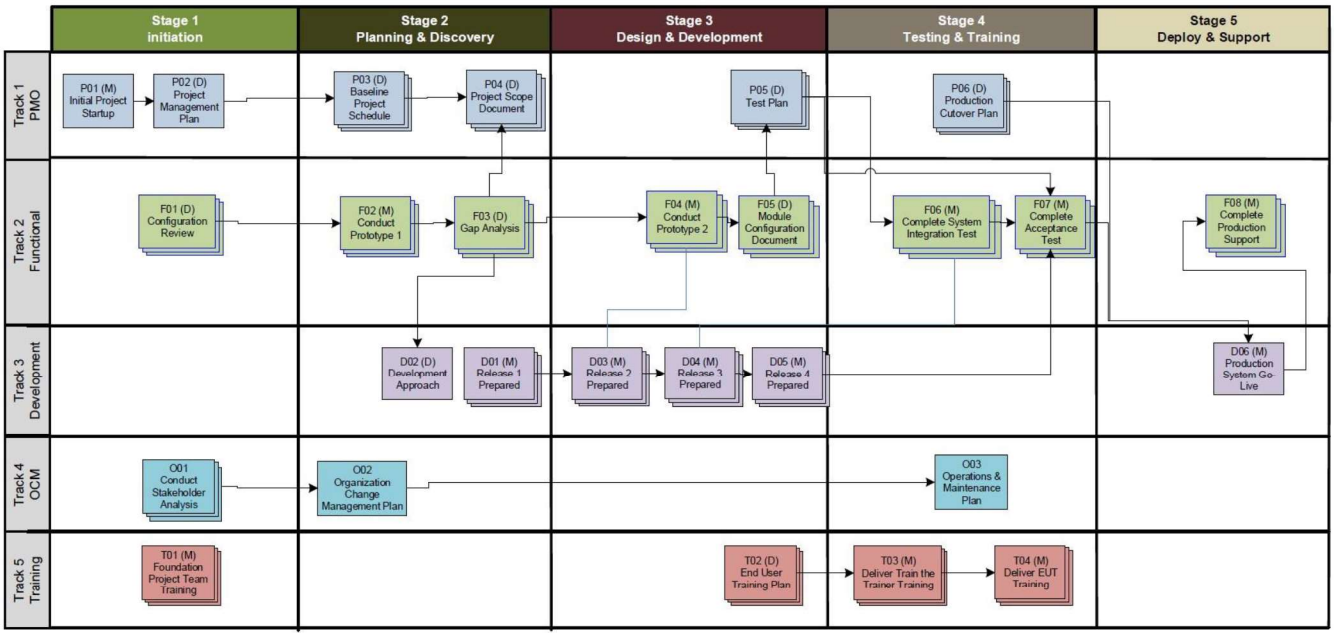
Stage 1 – Initiation
Stage 2 – Planning & Discovery
Stage 3 – Design & Development
Stage 4 – Testing & Training
Stage 5 – Deploy & Support

The deliverables/milestones are also aligned vertically by Implementation Tracks, which are organized by the project disciplines within the team. Most deliverables and milestones will require collaboration across project disciplines, so the deliverable/milestone is located in the Implementation Track where the primary responsibility for completing the activity resides.

Track
Project Management
Functional
Development
Organizational Change Management
Training

In addition to organizing deliverables and milestones by Implementation Stage and Implementation Track, the WBS diagram also illustrates the dependencies between project deliverables/milestones by establishing connectors where an individual deliverable/milestone is connected to its predecessors and successors.

Deliverables Work Breakdown Structure (WBS)



NOTE: The above WBS is for illustrative purposes only. A standard WBS will be determined as part of the programmatic activities between DPI and CherryRoad.

3.3. Implementation Scope

Implementation Scope defines the product features and development items that will be implemented by the project team during the LEA's implementation. The following elements of scope are included in the sections that follow:

Requirements Traceability (page 34)	CherryRoad explains the activities during each stage that help achieve traceability of requirements during the course of the project.
Application Configuration (page 35)	LEA's license agreement includes a list of Oracle Cloud software. The scope of implementation services will be to license and configure the necessary Oracle modules and third-party applications identified to successfully meet the requirements listed in Section 3.5 of this SOW.
Report/Dashboard Development (page 37)	CherryRoad explains approach to report development.
Interface Development (page 37)	CherryRoad describes approach to interface development including respective roles and responsibilities for the LEA and CherryRoad.
Conversion Development (page 43)	CherryRoad describes approach to conversion development including respective roles and responsibilities for the LEA and CherryRoad.
Training Development and Delivery (page 45)	LEA and CherryRoad have established a scope of foundation and end-user training to be developed and delivered.

3.4. Requirements Traceability

The primary purpose of Requirements Traceability is to ensure that the CherryRoad responses to the LEA's requirements are properly implemented throughout the implementation lifecycle. In addition, as new requirements are identified, the implementation team will track and document them. This section describes the stages and associated deliverables and milestones within the implementation methodology which the CherryRoad and the LEA team will utilize to validate requirements traceability.

The table below lists each of the implementation stages and deliverables which are utilized as gateways for requirements traceability.

Stage	Deliverable	Activity
Stage 1 – Initiation	P01 Initial Project Startup	Requirements are loaded into a Requirements Traceability Matrix (RTM).
Stage 2 – Planning & Discovery	F02 Gap Analysis	Development items are identified and documented with corresponding requirements.
Stage 3 – Design & Development	P06 Project Scope Acceptance	Revised Requirements list is codified and memorialized. RTM is updated.
Stage 4 – Testing & Training	F09 Complete User Acceptance Testing	Test scripts executed to confirm requirements. RTM is updated.
Stage 5 – Deploy & Support	P11 Complete Production Support	Provides a final reconciliation that all requirements have been designed, developed, and successfully tested. RTM is updated.

3.5. Application Configuration

The scope of the project includes the software applications functionality detailed below and the implementation of features necessary to satisfy the functional requirements included in the RFP. The application details in this section provide functionality configuration information for each of the functional applications to be deployed, configured, and implemented in order to satisfy the functional requirements included in the RFP.

The list of software to be implemented from the CherryRoad proposal follows:

Oracle Cloud Application	Functionality	Description	Scope In/Out	Additional Detail
1. Financials Cloud Service				
2. Expenses Cloud Service				
3. Automated Invoice Processing Cloud Service				
4. Forms Recognition Cloud Service				
5. Purchasing Cloud Service				
6. Procurement Contracts Cloud Service				
7. Self Service Procurement Cloud Service				
8. Supplier Portal Cloud Service				
9. Sourcing Cloud Service				
10. Supplier Qualification Management Cloud Service				
11. Inventory Management Cloud Service				
12. Planning and Budgeting Cloud Service				
13. Enterprise Performance Reporting Cloud Service				
14. Human Capital Management Base Cloud Service				
15. Payroll Cloud Service				

Oracle Cloud Application	Functionality	Description	Scope In/Out	Additional Detail
16. Time and Labor Cloud Service				
17. Workforce Compensation Management Cloud Service				
18. Career Development Cloud Service				
19. Goal Management				
20. Learning Cloud Service				
21. Performance Management Cloud Service				

3.6. Chart of Accounts

The foundation for Uniform Education Reporting System (UERS) reporting is a standard Chart of Accounts (COA) that is maintained by the DPI in the BAAS Oracle system. COA files are maintained by Fiscal Year (FY) and are published daily for the Vendors to download. The LEA configuration will need to comply with State UERS standards.

3.7. Report/Dashboard Development

During Stage 3 – Design & Development, the project team will review the LEA's report requirements as listed in the section that follows during the gap analysis effort. The project team will then determine the scope of development that will be required to meet those report requirements. The P06 Project Scope document will be updated to include the approved report development items.

A. Development Responsibilities

CherryRoad will be responsible for developing the standard reports necessary to meet DPI State reporting requirements as mutually agreed to by DPI and CherryRoad at the program management level. CherryRoad will also provide training to the LEA staff in how to use the ad hoc reporting tools (OTBI & BI Publisher) that are available so that LEA resources can develop additional custom reports with CherryRoad providing guidance as needed.

3.8. Interface Development

During Stage 3 – Design & Development, the project team will review LEA's current interface and integration points as listed in the table below as part of the F02 Gap Analysis effort. The project team will then determine the scope of development that will be required to meet those interface requirements. The P06 Project Scope document will be updated to include the approved interface development items.

A. Development Responsibilities

The LEA will be responsible for creating spreadsheet data or extract files of data from external systems to be interfaced to Oracle and will process data extracts created by CherryRoad based on requirements for the data / file structure provided by the LEA for outbound interface data. In addition, the LEA will be responsible for all interface verification and reconciliation activities that will be required for the new ERP system. LEA's key responsibilities for Interfaces will include:

- Assisting CherryRoad staff in understanding current legacy system and interface requirements.
- Supporting the CherryRoad Interface Design efforts by assisting in the creation of file design layouts to enable successful loading of the data to the targeted LEA or North Carolina targeted application.
- Reviewing automated File Loader and Spreadsheet Loader processes and templates prepared by CherryRoad.
- Extracting required interface data from legacy systems and populating the interface spreadsheets and/or creating a file in the format desired by the File Loader processes.
- Processing a data extract created by CherryRoad and handling all outbound interface requirements to legacy applications.
- Assisting CherryRoad in testing all interfaces.

- Completing all data cleansing needed for interfaces.
- Conducting interface reconciliation

B. Interface and Integration Inventory

The table below is to be completed for each LEA's for their specific anticipated interfaces. The project team will review these interfaces during F02 Gap Analysis to determine the final scope of interfaces that must be developed.

Interface/ Integration #	Name of Interface	Interface Description	Inbound or Outbound	Timing (Weekly, Monthly)	Scope In/Out

Some of the key integration and interfaces to/from Oracle Cloud, along with certain State reporting requirements are note below. The above table will be completed for these and other systems specific to each LEA.

EDDIE	Educational Directory and Demographical Information Exchange. NCDPI assigns schools and districts manage the demographic information. The Human Resources service needs the ability to create local sites for managing staff as well.
PowerSchool	Statewide student information system (SIS).
Applicant Tracking	State applicant tracking system(s) includes: Applitrack, PeopleAdmin's TeacherMatch, and SearchSoft.
Position Control	The Position Information Report is important to ensure every employee is in a position that is in the adopted budget. Staffing is a large part of the LEA/School budget and it is critical that the LEA ensures positions and their respective locations. Budget codes and full or part-time status are all accurate and reported appropriately. The Position Information Report is a file listing the LEA school personnel by budgeted position for all fund types. DPI will now report the SS200 and SS300 reports from this file.
Adjustments	LEAs are required to send their financial information to NCDPI including refunds and salary adjustments. Currently, the vendors send the automated adjustments to NCDPI's IRM system. IRM validates and interfaces the auto adjustment data to Salary Compliance/Administration System, external General Ledger (GL) system (MSA/DBS/GEAC), NC Accounting System (NCAS), and the LEA Cash Management System (CMS).
BAAS	Budgets and Amendments System. LEAs and Charter Schools are required to submit their Federal Budgets and Amendments to NCDPI for approval to receive their federal funds. Per federal requirements, additional information is required when they are budgeting positions/salaries or equipment. NCDPI's BAAS system collects their federal budget and amendment information and displays for the Program Consultants to review and approve. Approvals and comments are sent back to the LEAs.
ORBIT	System that grants employers, employees and retirees' online access to retirement accounts and transactions. • Enrolling all new eligible members into the Retirement System by introducing Employee Self Service to all new members. • Submitting the required Employee and Employer contributions via the monthly Contribution Summary Instructions (CSI). • Certifying employee termination information. • Reporting retirees who return to work as State Retirees Subject to Restrictions (STRS) or Local Retirees Subject to Restrictions (LOCRS).
Treasurer's Office	• LEAs must handle their cash management through the NC Department of State Treasurer. Article 6A of the NC State Statutes (§ 147-86.12) directs that all school administrative units and their officers and employees are subject to the provision of G.S. 147-86.11 with respect to moneys required by law to be deposited with the State Treasurer and with respect to moneys made available to the school administrative unit for expenditure by warrants drawn on the State Treasurer. (1985, c.709, s.1.) • As directed in Chapter 96 of NC Generate Statutes, LEAs must interact with the NC Division of Employment Security. This includes quarterly tax and wage reports, adjustments to said report, and unemployment reporting.
Staff UID	For all LEA paid staff, Staff UID will assign a unique identifier to Staff who participate in the North Carolina public school system. Unique IDs follow staff between school districts and remain valid even if they move out of state and then return to a NC public school.

Accruals	Ten-month employees at the LEAs have the option to be paid over 12 months. Depending on the school calendar, the payments are made in the next Fiscal Year; therefore, NC must accrue these payments. The accrual file provides the needed information for the accrual at year end.
Installments	Ten-month employees at the LEAs have the option to be paid over 12 months. This file is a summary of the installment payments made in July and August of the following Fiscal Year.
Monthly Financial Report	• House Bill 6 (1996 Regular Session of the 1995 General Assembly) mandated that DPI modify/expand UERS to provide information on the use of funds at the LEA and school level. LEAs must report all their expenditures down to the school number or location level using the "location" section of the account number. The location section is the three digits immediately following the object number in the LEA Statewide Chart of Accounts. • The Monthly Financial Report (MFR) is a file listing the LEAs and Charter Schools (CS) General Ledger Balances at the end of each reporting period. This file is used for reporting and data analysis. The last MFR file of the year (Period 13) is used for the Annual Financial Report (AFR) which produces the per pupil expenditure information by LEA/CS in addition to other information shown in the Statistical Profile that is published annually.
UERS General Expense	General Expense/Accounts Payable information is collected from Public School Systems for reporting and analysis.
UERS Payroll	• Payroll information is collected from Public School Systems for reporting, analysis and compliance. • Data is interfaced into NCDPI's Salary Compliance System to validate employees are paid in compliance with State and Federal laws. LEAs can review the results via reports on DPI's Licensure/Salary website. Millions of dollars in refunds are processed annually based on noncompliance.
Salary Refund Process	Any refund initiated requires updates to the vouchers sent to DPI.
UERS Voucher Process	Payroll checks must be split up and reported as vouchers to DPI – each check is split based on voucher requirements. This includes unique pay code for each line item on the check.
Code Changes/ Retroactive Costing	There will be times when a code changes and this change must be propagated through the system; including payroll, costing, and subsequent vouchers.
Pay codes/formulas	• There are over 100 earning elements/pay codes, each element must be mapped to a formula. • Some will be flat, some simple calculations, others are complex formulas (e.g., supplemental pay).
Legislative Salary Adjustments	Each year educator salaries are adjusted. This includes experience level and pay level changes. Additionally, if the state doesn't have a budget passed by July 1st, they must do retroactive pay changes. These retroactive changes would then affect costing, vouchers, etc.
Personnel Activity Reporting	

Federal Grant Reporting	Federal grant reporting is a critical function. Many LEAs receive federal grants and must comply with the Personnel Activity Reporting as required by the US Department of Education. This must include time tracking in addition to the required reporting.
Other	Other Interface Functionality contained in **Attachment A of the CherryRoad Proposal Response**

3.9. Conversion Development

During Stage 3 – Design & Development, the project team will review the LEA's conversion requirements during the F03 Gap Analysis effort. The project team will then determine the scope of development that will be required to meet those conversion requirements. The Project Scope document will be updated to include the approved conversion development items.

A. Conversion Responsibilities

The LEA will be responsible for creating spreadsheet data or extract files of data from external systems to be converted or interfaced to Oracle and for any manual conversion efforts including data cleansing and conversion reconciliation that will be required for the new ERP system.

The LEA's responsibilities for conversion will include:

- Assisting CherryRoad staff in understanding current legacy system and data conversion requirements.
- Supporting the CherryRoad Conversion Design efforts.
- Reviewing automated File Loader and Spreadsheet Loader processes and templates prepared by CherryRoad to support conversions.
- Extracting required conversion data from legacy systems and populating the conversion spreadsheets and/or creating a file in the format desired by the File Loader processes.
- Assisting CherryRoad in testing all automated conversions.
- Completing all data cleansing and manual conversions.

The following platforms/applications will be the potential sources of data and information:

- LINQ (Human Resources and Financial)
- LINQ/HRMS
- SunPac/HRMS
- K12E/HRMS
- Lawson
- Oracle

NOTE: CherryRoad and DPI to agree to a standard data conversion scope for all LEAs. Any variation from this standard may be subject to additional fees. CherryRoad's best practice conversion approach will be leveraged.

B. LEA-specific Conversion Table

The following table is to be completed for each LEA's for their specific anticipated conversions. The project team will review these conversions during F02 Gap Analysis to determine the final scope of conversions that must be developed. The information included in the table is for illustrative purposes only.

Conversion #	LEA System	LEA Item	Amount of Data to Convert	Oracle Cloud Application	Oracle Cloud Module	Scope In/Out
		Demographic Data	Current			
		Dependent Information	Current			
		Emergency Contact Information	Current			
		Benefits Details	Current			
		Total Compensation	Current			
		Absence Accruals	Current			
		Total Absences	Current			
		Time off Required	Current			
		Paid Time Off Banks	Current			
		FMLA Leave Status	Current			
		Electronic Time Sheets (if necessary)	Current			
		Employee Development Information	Current			
		Training Course / Classes Taken	Current			
		Required Training	Current			
		Recruitment and Application	2 years			

C. Potential Payroll Conversion

The following is not an all-inclusive list of potential payroll conversion information and scope and high-level responsibilities:

- CherryRoad will provide base line HR interface specifications, including details of any mandatory fields
- CherryRoad will provide base line non-HR data record (info types) specifications, e.g. allowances, deductions
- The LEA will conduct preliminary investigation and identify legacy data source (system/s)
- The LEA if necessary, will source a payroll register report and/or other payroll reports to establish control counts for relevant periods
- The LEA will provide Year to date (YTD) data
- Cherry Road will provide YTD specifications
- CherryRoad will provide a full list of wage types required, including customer specific wage types codes
- CherryRoad will determine frequency of uploads - Is it a single load YTD accumulated or a PTD (month by month) load?
- CherryRoad will advise what wage types are added together to produce total accumulators

D. Potential Financial Conversion

The following ins not an all-inclusive list of potential financial areas of conversion:

- Chart of Accounts
- Open Purchase Orders
- Closed Purchase Orders
- Open Invoices
- Closed Invoices
- GL Opening Balances and Closing Balances (TBD on approach) by month for "N" years
- Vendor Master File
- Bank Account Information (if necessary)

3.10. Training Development

During Stage 3 – Design & Development, CherryRoad's team will work with the LEA training lead/team to develop a training plan and curriculum. During Stage 3 – Design & Development, the training content will be created by the LEA's training team with CherryRoad's functional team providing guidance via review of the material.

During Stage 4 – Testing & Training, the LEA's training delivery team will deliver training to the end-users in preparation for Go-Live.

CherryRoad and DPI **working with LEA representation** will determine standard training approach for all LEAs following a 'train-the-trainer' training model. CherryRoad's Learning Management System will be utilized. Any LEA deviation would be subject to additional fees.

4. Implementation Timeline

At the conclusion of Stage 2 – Planning & Discovery, CherryRoad will provide a detailed Project Plan which includes the necessary tasks, resources, and associated dates to achieve the agreed upon scope of the project.

Additionally, CherryRoad will account for Oracle delivering updates within the implementation timeline. CherryRoad will work with the LEA during the Initiation Stage to document the procedures and processes for these quarterly updates.

As stated previously, for each project, the CherryRoad approach organizes implementation deliverables and milestones into sequential implementation stages. A sample timeline has been provided below.

4.1. Project Schedule Work Breakdown Structure (WBS)

The schedule below was developed in Microsoft Project and will serve as the basis for the Baseline Project Schedule.

Task		Duration	Start	Finish
CherryRoad Sample Project Plan				
Stage 1 – Initiation				
P01	Initial Project Startup			
P02	SharePoint Site			
P03	Project Charter			
P04	Baseline Project Schedule			
P05	Project Kickoff			
Stage 2 – Planning & Discovery				
O01	Stakeholder Analysis			
F01	Initial Discovery Questions			
F02	Initial Prototype			
T01	Complete Foundation Project Team Training			
F03	Gap Analysis			
F04	Conference Room Pilot			
D01	Development Approach			
O02	Organizational Change Management Project Plan			
Stage 3 – Design & Development				
P06	Project Scope Acceptance			
P07	Test Plan			
D02	Complete Conversion Process Templates			
D03	Complete Conversion Data Validation			
D04	Complete Interface/Integration Templates			
D05	Complete Reports			

Task		Duration	Start	Finish
T02	Training Plan (End User)			
Stage 4 – Testing & Training				
P08	Production Cutover Plan			
F05	Complete System Test			
F06	Module Configuration Documents			
F07	Workflow Design Document			
F08	Complete Integration Test			
T03	Deliver Train-the-Trainer Training			
F09	Complete User Acceptance Test			
Stage 5 – Deploy & Support				
T04	Deliver End-User-Training			
O03	Operations & Maintenance Plan			
P09	Completed Production System (Go-Live)			
F10	Completed Post Implementation Support			

NOTE: The above schedule will be completed and the timeline added to reflect the project timing.

5. Implementation Team

5.1. Joint Project Team

The graphic below depicts the joint the NCDPI (green), LEA (Blue), and CherryRoad (red) project team organization chart.

5.2. LEA Project Roles

Role	Description
Project Executive/ Steering Committee	This team is made up of representatives from several executive level departments in the LEA that come together to coordinate, plan, and approve the project activities with both the LEA and CherryRoad Project Managers. • Manage the project's direction so it continues to align with the original mission and goals set forth at the beginning of the project • Commit the required resources to the project • Monitor the progress and the organizational impacts of the project • Empower the project team to make decisions • Resolve escalated issues • Generate timely decisions, supporting the Project Managers to accomplish the project goals • Remove obstacles to meeting critical success factors that may impact the successful outcome of the project

Role	Description
Project Manager	The project manager works hand in hand with the CherryRoad Project Manager to ensure scheduled tasks are being completed on schedule and resolving project hurdles. • Manages LEA resources and work efforts to ensure they are on schedule • Coordinates and directs day-to-day activities for LEA team members. • Monitors project execution against the baseline project plan. • Acts as a single point of contact for LEA • Escalates project issues through LEA's organization. • Accepts or Rejects LEA's Work Products.
Change Management Lead	A Client "insider" who is a well-connected, respected manager or professional, with a well-developed network and credibility, should fill this role. If possible, experience in managing change, managing people, responsibility for communications, or past success in implementing significant change projects, would be preferred. The Change Management Lead works closely with the CherryRoad Change Management Lead to design and deploy change management initiatives throughout the project. This person is a strategic communicator and is capable of creating relationships with different groups and personalities, including those resistant to the project. • Advise the CherryRoad Change Management Lead on the organization's culture, communication preferences, political landscape, project history, etc. • Receive coaching, knowledge sharing, methodologies, tools, templates, etc., from the CherryRoad Change Management Lead. • Select and obtain assignment approval for internal change management team members. • Identify stakeholders and target groups who will be affected by the change. • Identify potential "Change Coordinators" or other potential partners within target groups. • Assist in the creation of institution assessment or survey strategies, tools, and events. • Assist in analysis / validation of assessment findings and recommendations. • Participate in creating, presenting, and deploying Change Management/Communication Plan(s). • Facilitate access for the CherryRoad Change Management Lead to executives and other internal contacts necessary for the change management process. • Lead the internal deployment of change activities.
Core Team and Subject Matter Expert (SME)	The core team is comprised of representatives from the business and Information Technology divisions. Members of this team will be assigned to the project and will be called upon as needed to provide leadership and input into key decisions and core business processes throughout the project. Specific SME's groups directly impacted by business functions within the system are included in various aspects of the project for input into core business process definitions. • Supports the creation and signoff of the functional requirements, as well as other business level documents (e.g., configuration documentation). • Actively participate during testing phases. • Validation, Testing, and signs-off all data has been converted. • Support business process changes and document any policy changes for the appropriate approval. Participates in scope definition and project planning activities. • Performs project activities according to project plan. • Reports weekly status, issues, and potential risks to the project managers. • Ensures that information provided to project team is up-to-date and accurate.

Role	Description
Technical Lead	The technical lead is the conduit and representative for LEA for any technical related activities. They will work with the CherryRoad Technical lead and participate in conversion, integrations, interfaces and other sessions and information gathering. They will identify other technical resources that may need to be involved and oversee their assignments. They will work with core team in gathering technical design information for exporting data, sending information to other systems and receiving data from other systems. • Supports the data extract, preparation, and validation for all conversions. • Provides design requirements for interfaces to third party systems • Supports set-up of new team members and security requirements. • Actively participates during testing phase for integrations. • Performs project activities according to project plan. • Reports weekly status, issues, and potential risks to the project managers. • Ensures that information provided to project team is up-to-date and accurate.

5.3. CherryRoad Project Roles

Role	Description
Executive Sponsor	This individual is ultimately the owner of the project. The Executive Sponsor approves tollgates and project completion, advocates for the project at the highest level in the company as well as serves as an escalation point if the teams planning and executing the project require a decision or reach an impasse.
Engagement Manager (EM) / QA	Under the guidance of the Executive Sponsor, the EM supports the Project Management team in achieving resolution of issues, mitigation of risks, and decisions on project change orders. The EM participates in Executive and Steering Committee meetings to review progress and provides budgetary oversight.
Project Manager	Under the guidance of the Executive Sponsor and Engagement Manager, the CherryRoad Project Manager works with CherryRoad resources to plan, coordinate, oversee, and manage the overall execution of the project implementation to ensure delivery of contractual deliverables and milestones. • Provides leadership for the Project. • Functions as the primary CherryRoad contact for implementation issues. • Responsible for following the CherryRoad Methodology and for completing the Project Work Products in accordance with the contract provisions and the Project Charter document on time and within budget. • Works closely with the LEA Project Manager to communicate Project progress, identify and resolve key issues and to manage and control the scope of the Project.

Role	Description
Change Management Lead	• Provides guidance and direction to the Client Change Management Lead. Supports the Client Change Management Lead in defining and deploying the change strategies, processes, tools, and solutions. • Utilizes proprietary methods and tools to develop the overall Organizational Change Management Plan for the implementation. • Advises the client on best practices and trends in Change Management activities • Advises the team in working on the different components of Change Management activities (strategic change, organizational alignment, communications, and knowledge transfer). • Ensures Change Management activities are aligned with the overall project timeline and key milestones, and are integrated with other work streams as required • Assists the Client Change Management Lead to manage the overall Change Management Plan, conduct weekly status reporting, identify issues, and manage risks. • Assists and reviews Change Management activities as required by the project, such as but not limited to, draft communication materials, created and delivered knowledge transfer materials, workforce transition plans and readiness surveys.
Functional Team/Business Analyst	This team is comprised of Oracle functional business area leads and specialists. • Managing and resolving process issues. • Present decision items to CLIENT in written form. • Issuing status reports, and reporting progress to the project management team. • Facilitate the transfer of knowledge to Client staff. Provide functional guidance to the project team. • Provides options for issue resolution and identifies business process improvement opportunities. • Configuration of the system to support defined Business Processes.
Technical Team	This team is comprised of the technical groups from CherryRoad and will be assigned based on project requirements and plan. • Interface Developers • Data Migration/Conversion Architects • Security Support • Custom Report Writers

A. On-site/Remote Staffing

CherryRoad staffing will be assigned to the LEA project as full-time on-site, part-time on-site, and remote.

- **Full-Time On-site:** The Business Analysts will be near full-time on-site for the duration of the project.
- **Part-Time On-site:** The PMO, Functional Leads, and Change Management Lead will be assigned to the project on a part-time capacity based on the length of the project.
- **Remote:** The Center of Excellence positions will participate in the project remotely for the time periods listed in the CherryRoad staffing plan. These resources will be providing technical and functional support to the leads and business analysts.

5.4. Implementation Staffing Plan

A. CherryRoad Staffing

The table below includes the CherryRoad project team positions and planned participation by month.

This staffing plan represents an estimate of effort based upon the requirements as defined in this Statement of Work. The CherryRoad Project Manager will adjust CherryRoad project team member participation as required through the completion of the project.

Staffing Plan to be added based on scope.

B. LEA Staffing

The graphic below outlines the staffing plan for the LEA with expected roles and resources. While it is expected over the course of the project that the resources may change for business reasons, the roles will remain.

Staffing Plan to be added based on scope.

This project organizational structure will be updated for the programmatic approach. As previously noted in the Executive Summary, several LEAs will likely be implemented concurrently under the direction of a Program Office which will include representatives from DPI, CherryRoad, and respective LEAs.

C. LEA On-site Location

CherryRoad will perform on-site services from the following locations.

Facility Name	Facility Address

D. Work Schedule

The standard project workweek for consultants working at the Customer facility is Monday through Thursday, with four days on-site. Work site arrival time on Mondays will be no later than 9:00AM local time, with work site departure no earlier than 3:00PM local time on Thursday. Customer and CherryRoad may agree to modifications to the workweek for individuals or specific time periods.

6. Payment Schedule

The total implementation services costs are broken down into two (2) categories: Monthly Project Management/Status payments and Deliverable/Milestone payments. The two sample tables below show how this information will be captured for each project.

6.1. Project Management Payment Schedule

The table below depicts a sample Project Management payment schedule for a 12-month project. Overall Project Management activities account for a total of 15% of the overall project cost, billed monthly.

ID	Title	Target Completion Date	Percentage
1	Month 1 Project Management	End of Month 1	1.25%
2	Month 2 Project Management	End of Month 2	1.25%
3	Month 3 Project Management	End of Month 3	1.25%
4	Month 4 Project Management	End of Month 4	1.25%
5	Month 5 Project Management	End of Month 5	1.25%
6	Month 6 Project Management	End of Month 6	1.25%
7	Month 7 Project Management	End of Month 7	1.25%
8	Month 8 Project Management	End of Month 8	1.25%
9	Month 9 Project Management	End of Month 9	1.25%
10	Month 10 Project Management	End of Month 10	1.25%
11	Month 11 Project Management	End of Month 11	1.25%
12	Month 12 Project Management	End of Month 12	1.25%

6.2. Deliverable/Milestone Payment Schedule

The table below depicts a sample Deliverable/Milestone payment schedule.

The table will be updated for standard deliverables/milestones as determined by CherryRoad and DPI. Deviation from these standards by any LEA may result in additional fees. Payments are to be made upon LEA approval of each deliverable/milestone.

ID	Payment Deliverables/Milestones	Target Approval Date	Percentage
P01	Initial Project Startup		8%
P02	SharePoint Site		5%
P03	Project Charter		5%
P04	Baseline Project Schedule		5%
P05	Project Kickoff		5%
F03	Gap Analysis		5%
D01	Development Approach		5%

ID	Payment Deliverables/Milestones	Target Approval Date	Percentage
P06	Project Scope Acceptance		5%
P07	Test Plan		4%
T02	Training Plan (End User)		2%
P08	Production Cutover Plan		2%
F05	Complete System Testing		5%
F06	Module Configuration Documents		4%
F08	Competed Integration Test		5%
T03	Deliver Train-the-Trainer Training		2%
F09	Completed User Acceptance Test		5%
P09	Completed Production System Go Live		8%
F10	Completed Post Implementation Support		5%
	Project Management (billed monthly)		15%

6.3. Additional Services

The LEA can use the rate card below for additional services in 2019 not in the deliverable-based payment schedule. On-site implementation costs will not exceed 20% of billed services. Annual rate increases will not be more than 3% per year.

Resource Category	Hourly Rate
Project Manager	$180
Change Management Specialist	$165
Functional Lead Analyst	$160
Lead Analyst	$155
Consultant	$150
Technical Lead Analyst	$160
Technical Analyst	$130
Center of Excellence (COE) Resource	$150
Offshore Resource	$70

To be determined specific to each LEA and be utilized for non-standard DPI scope activities.

Appendix A. Glossary of Terms

	Term	Definition
1	Acceptance Criteria	Acceptance criteria are the standards that must be achieved by the project team for an individual deliverable or milestone to be considered complete.
2	CherryRoad Role	The function CherryRoad serves in the completion of an individual project deliverable or milestone. The CherryRoad role is defined in Appendix B for all project deliverables and milestones.
3	Decision Document	The purpose of a decision document is to aid project leadership in evaluating complex, impactful project decisions. A decision document will explain a project issue, the corresponding decision that must be made, the pros and cons of possible resolutions, and the project team's recommendation for resolution.
4	Deliverable	Within a project phase, a deliverable is a documentation work product required for the completion of the project phase. Deliverables are managed in the project schedule with subtasks, predecessor tasks, and successor tasks designated. There is a definition of each deliverable included in Appendix B of the Statement of Work.
5	Gantt Chart	A Gantt chart is a bar chart used in the Statement of Work to depict the project schedule for an individual project phase.
6	Go-Live Date	A single Go-Live date is established for each project phase. The Go-Live date marks the date in which the system of record for the LEA's production business processes transition from the LEA's legacy system to the Oracle Cloud system.
7	Implementation Stage	Each project phase is divided into five components called implementation stages. The five implementation stages are Initiation, Planning & Discovery, Design & Development, Testing & Training, and Deploy & Support. Implementation stages organize the project deliverables and milestones in the order in which they will be completed.
8	Implementation Track	Implementation tracks are work streams that group similar deliverables and milestones according to those project team members and positions primarily responsible for the completion of those deliverables and milestones. There are five implementation tracks that are repeated for each project phase: Project Management, Functional, Technical, Organizational Change Management, and Training.
9	Milestone	Within a project phase, a milestone is a progress point indicating the completion of key activities and the advancement of the project phase. Milestones are managed in the project schedule with sub-tasks, predecessor tasks, and successor tasks designated.
10	Project Phase	The highest level in which project work is organized is identified as a project phase. The Statement of Work then organizes the implementation approach, implementation timeline, implementation team, and payment schedule by project phase.
11	Project Team	The project team is the joint group of the LEA and CherryRoad staff assigned to the Oracle Cloud implementation project for the LEA.
12	Prototype	For each project phase, 1 to 2 separate prototypes will be conducted. Prototypes are a series of work sessions where CherryRoad team members will demonstrate designated requirements by showing functions, features, and capabilities of the Cloud applications.

Term		Definition
13	Release	A release is a planned cycle of application configuration, reports, interfaces, conversions, and security setup that is completed to prepare the non-production environment for key project activities such as prototype sessions, test cycles, and end-user training. Within each project phase, there will be up to five releases.
14	Requirements Traceability	Requirements traceability is the ability to follow the life of a requirement through the implementation life cycle, identifying the functionality used to achieve the requirement and the satisfactory testing and validation of that system functionality.
15	Requirements Traceability Matrix (RTM)	The RTM is a spreadsheet that links requirements and test results, thereby demonstrating the scope of approved requirements has been achieved by the implementation of the Oracle Cloud system.
16	LEA Role	The LEA role is the function the LEA serves in the completion of project deliverables and milestones. The LEA role is defined in Appendix B for all project deliverables and milestones.
17	Work Breakdown Structure (WBS)	The WBS is a hierarchically organized representation of all the project work. The WBS divides the project tasks into smaller, manageable work packages for maintaining better control of the project tasks. A WBS numbering convention will be included in the project schedule, which is developed using Microsoft Project.
18	WBS Diagram	In addition to the project schedule numbering convention, a WBS diagram has been created to provide a graphical depiction of the project phase deliverables and milestones.

Appendix B. Deliverable Definitions

A deliverable definition section will be included. Standard deliverables will be agreed to by DPI and CherryRoad. Any LEA deviation may result in additional fees. The below table has been included for illustrative purposes only to depict the details included for each deliverable.

Appendix B includes the detailed deliverable definition for each of the thirty-three (33) deliverables listed in Section 3 Implementation Approach of this Statement of Work. Each deliverable definition includes the following information:

1. Deliverable/Milestone Number
2. Deliverable/Milestone Name
3. Implementation Stage
4. Implementation Track
5. Type (Deliverable Document or Milestone)
6. Deliverable/Milestone Description
7. Sub-deliverable/milestone IDs (if the deliverable is reproduced each project phase)
8. LEA Role
9. CherryRoad Role
10. Acceptance Criteria
11. Deliverable/Milestone Assumptions

B.1. Project Management Deliverable Definitions

Eleven (11) of the thirty-three (33) deliverables/milestones reside in the Project Management Implementation Track.

Track 1 – Project Management	
P01	Initial Project Startup
P02	SharePoint Site
P03	Project Charter
P04	Baseline Project Schedule
P05	Project Kickoff
P06	Project Scope Acceptance
P07	Test Plan
P08	Production Cutover Plan
P09	Completed Production System (Go Live)
P10	Project Status Reports – Weekly
P11	Steering Committee Reports – Monthly

The definitions for each of the Project Management Implementation Track deliverables/milestones are included below.

NUMBER	P01	NAME	Initial Project Startup

STAGE:	1 – Initiation	**TRACK:**	1 – Project Management	**TYPE:**	Milestone
DESCRIPTION:	The P01 Initial Project Startup milestone marks the start of Phase 1.				
SUB-DELIVERABLES/ MILESTONES:	Each LEA Project will have an Initial Project Startup.				
FORMAT:	NA				
LEA ROLE:	• Participate and support the project kick-off • Lead the logistics and scheduling of the kick-off meeting				
CHERRYROAD ROLE:	• Updating the project schedule to reflect the completion of the milestone • Facilitating a project kick-off meeting with the Core Project Team and relevant stakeholders • Create the slideshow and/or project kick-off materials for the kick-off meeting				
ACCEPTANCE CRITERIA	The milestone will be achieved when the CherryRoad team begins working on the Stage 2 – Planning & Discovery deliverables and the project kick-off meeting is complete.				
DELIVERABLE/MILESTONE ASSUMPTIONS:					
1. Kick-off meeting date will be set and agreed upon contract approval.					

NUMBER	**P02**	**NAME**	**SharePoint Site**		
STAGE:	1 – Initiation	**TRACK:**	1 – Project Management	**TYPE:**	Deliverable
DESCRIPTION:	The P02 SharePoint site will contain the central project repository for the collection of artifacts and project activity. This is a standardized site for each LEA project.				
SUB-DELIVERABLES/ MILESTONES:	Each LEA Project will have their specific SharePoint Site.				
FORMAT:	Microsoft SharePoint				
LEA ROLE:	• Provide feedback to CherryRoad on any additional requirements.				
CHERRYROAD ROLE:	• Create the LEA Project SharePoint Site • Facilitating a meeting to review the site with Project Management first and then the project team.				
ACCEPTANCE CRITERIA	The milestone will be achieved once a walkthrough of the site is performed and access is granted to LEA team members.				
DELIVERABLE/MILESTONE ASSUMPTIONS:					
None.					

NUMBER	P03		NAME	Project Charter		
STAGE:	1 – Initiation	TRACK:	1 – Project Management		TYPE:	Deliverable
DESCRIPTION:	The P03 Project Charter deliverable will be a collaboratively created document representing the standard tasks and activities required of the project team to work effectively and efficiently to complete the project. The P03 Project Charter deliverable contains the following project management processes. 1. Scope management plan 2. Schedule management plan 3. Quality management plan 4. Human resources management plan (including RACI – Responsibilities Matrix) 5. Communications management plan 6. Issues management plan 7. Risk management plan 8. Escalation plan 9. Document management plan 10. Change Request management/approval plan 11. Knowledge Transfer plan					
SUB-DELIVERABLES/ MILESTONES:	The P03 Project Charter deliverable will be shared with each LEA project and updated accordioning as part of the master template.					
FORMAT:	Microsoft Word					
LEA ROLE/ RESPONSIBILITIES	• Provide input for deliverable • Attend deliverable review meetings • Approve Deliverable					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Create deliverable • Facilitate deliverable review meetings					
ACCEPTANCE CRITERIA	Delivery of the project charter and client approval of the plan.					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
1. Following the approval of the P03 Project Charter deliverable, future changes to the project management processes will be mutually agreed upon by the LEA and CherryRoad through the documented change management process.						

NUMBER	P04		NAME	Baseline Project Schedule		
STAGE:	1 – Initiation	TRACK:	1 – Project Management		TYPE:	Deliverable
DESCRIPTION:	CherryRoad will prepare a detailed Project Work Plan that will identify each specific deliverable and milestone in the Schedule of Deliverables as well as intermediate tasks and deliverables as necessary for effective project scheduling and control. This Plan will consist of an MS Project Plan, saved using the "save as baseline" option, identifying each of the phases/tasks, milestones, and deliverables associated with each task, estimated duration of each phase/task, and the type and level of participation of CherryRoad and LEA staff necessary to achieve the plan objectives, along with the associated task dependencies. The Work Plan will include specific responsibilities for both CherryRoad and LEA staff. The Work Plan will identify the critical path within each Phase. The P03 Baseline Project Schedule is developed in Microsoft Project, and will include the following data elements for each project task: 1. Description 2. Duration 3. % Complete 4. Start Date 5. End Date 6. Assigned Resource(s) 7. Baseline Start Date 8. Baseline End Date 9. Dependency (if any)					
SUB-DELIVERABLES/ MILESTONES:	There will be a Baseline Project Schedule deliverable for each LEA project. Each LEA will leverage a templated baseline project schedule and update accordioning as part of the master template.					
FORMAT:	Microsoft Project					
LEA ROLE/ RESPONSIBILITIES	• Provide input for deliverable • Attend deliverable review meetings • Approve deliverable					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Create deliverable • Facilitate deliverable review meetings • Maintain the project schedule in accordance with the P03 Project Charter					
ACCEPTANCE CRITERIA	Delivery of the project plan and client approval of the plan as a baseline.					

DELIVERABLE/MILESTONE ASSUMPTIONS:

1. The Project Schedule is a living document that will be regularly maintained in accordance with the P03 Project Charter deliverable.
2. Following the completion of the P06 Project Scope Document, the project schedule will be updated to include all agreed upon development items including conversions, interfaces, and reports.
3. A single baseline schedule will be established following the approval of the P04 Baseline Project Schedule deliverable.

NUMBER	P05		NAME	Project Kickoff		
STAGE:	1 – Initiation	TRACK:	1 – Project Management		TYPE:	Deliverable
DESCRIPTION:	CherryRoad will provide a draft kick off slide deck that will provide a summary of the overall project. Most items will be from theP03 Project Charter andP04 Baseline Project Schedule.					
SUB-DELIVERABLES/ MILESTONES:	Once created this deliverable can be used as part of the master template for each LEA project.					
FORMAT:	Microsoft PowerPoint					
LEA ROLE/ RESPONSIBILITIES	• Provide input for deliverable • Organize and schedule the Kickoff meeting • Co-Present with CherryRoad at the Kickoff meeting • Approve deliverable					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Create deliverable • Facilitate deliverable review meetings • Co-Present at the kickoff meeting					
ACCEPTANCE CRITERIA	Delivery of the kickoff slides and kickoff meeting.					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
None.						

NUMBER	P06		NAME	Project Scope Document		
STAGE:	2 – Planning & Discovery	TRACK:	1 – Project Management		TYPE:	Deliverable
DESCRIPTION:	AP06 Project Scope Document deliverable is an MS Word document that lists the application features and all development that will be included in the project phase. TheP06 Project Scope Document deliverable is completed following the F02 Gap Analysis deliverable. Following the completion of the deliverable, the project schedule is updated with detail tasks, dates and resources for the completion of the project phase. TheP06 Project Scope Document will list each of the Oracle Cloud ERP application and third-party functions / development objects, including conversions, interfaces, and reports/dashboards that will be implemented. The deliverable will categorize the scope of work as follows: 1. Application Functions 2. Conversions 3. Reports/Dashboards 4. Interfaces 5. Security For each category, theP06 Project Scope Document will list the specific requirements that will be implemented.					
SUB-DELIVERABLES/ MILESTONES:	There will be a Project Scope Document deliverable for each LEA project. Once created this deliverable can be used as part of the master template for each LEA project.					
FORMAT:	Microsoft Word					
LEA ROLE/ RESPONSIBILITIES	• Provide input for deliverable • Attend deliverable review meetings • Approve deliverable					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Create deliverable • Facilitate deliverable review meetings					
ACCEPTANCE CRITERIA	Delivery of the project scope document and client approval of the document.					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
1. ThePO6 Project Scope Document deliverable is completed following the F02 Gap Analysis Document. 2. Following the completion of thePO6 Project Scope Document the CherryRoad Project Manager will update the Requirements Traceability Matrix						

NUMBER	P07		NAME	Test Plan		
STAGE:	3 – Design & Development	TRACK:	1 – Project Management		TYPE:	Deliverable
DESCRIPTION:	CherryRoad will prepare a Test Plan describing how LEA will prepare for and execute the system, integration, and user acceptance tests. This plan provides a description of the testing approach, the tools and techniques to be used, and a preliminary schedule for the testing effort. The Test Plan will describe in detail, all the requisite steps to complete LEA's acceptance testing. The document will also identify the internal and external testing participants and testing environments to be utilized. The Acceptance Test will serve as LEA's basis for accepting the system and beginning full production operations. TheP07 Test Plan deliverable is an MS Word document that outlines a detailed plan to complete the acceptance test for each project phase. TheP07 Test Plan will include the following information for the system, integration, and user acceptance test cycles: 1. Description of the test activity / phase 2. Test entrance criteria 3. Test environment 4. Testing methods and procedures 5. Testing script examples 6. Test scope 7. Test schedule 8. Test participants 9. Test exit criteria					
SUB-DELIVERABLES/ MILESTONES:	There will be a Test Plan deliverable for each project LEA Project. Once created this deliverable can be used as part of the master template for each LEA project.					
FORMAT:	Microsoft Word					
LEA ROLE/ RESPONSIBILITIES	• Provide input for deliverable • Attend deliverable review meetings • Approve deliverable					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Create deliverable • Facilitate deliverable review meetings					
ACCEPTANCE CRITERIA	Delivery of the test plan and client acceptance of the plan.					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
1. The scope of content to be included in theP07 Test Plan deliverable will be consistent with the acceptance criteria for the corresponding project phase.						

NUMBER	P08		NAME	Production Cutover Plan		
STAGE:	3 – Design & Development	TRACK:	1 – Project Management		TYPE:	Deliverable
DESCRIPTION:	The P08 Production Cutover Plan deliverable outlines the CherryRoad and LEA activities to transition to the production systems for the project phase. The deliverable will identify all the dependencies for initiating the cutover to production, the production migration itself, and the post–implementation processes that must be executed to stabilize the production system. The deliverable will include a step-by-step detailed cutover plan for migrating the data and metadata from the non-production environment into the production environment.					
SUB-DELIVERABLES/ MILESTONES:	There will be a Production Cutover Plan deliverable for each LEA project.					
FORMAT:	Microsoft Word, Microsoft Project/Excel					
LEA ROLE/ RESPONSIBILITIES	• Provide input for deliverable • Attend deliverable review meetings • Approve deliverable					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Create deliverable • Facilitate deliverable review meetings • Provide Knowledge Transfer and documentation					
ACCEPTANCE CRITERIA	The P08 Production Cutover Plan deliverable will include a narrative plan, outlining the approach for deploying the system into the production environment include the following: 1. Tasks and dependencies for implementing the production infrastructure 2. Data conversion sequencing including extract generation and data load 3. Application configuration management through the completion of the cutover activities 4. Security configuration management through the completion of the cutover activities 5. Step–by–step tasks for completing the development objects (interfaces and reports/dashboards) migrations 6. Department production cutover considerations 7. Communication channels to follow during the production cutover 8. Fallback plan, if necessary ThePP08 Production Cutover Plan will account for each cutover task needed to complete the migration to production and operational support, and the sequence of events that must be followed to complete the migration successfully. The deliverable will include an MS Project schedule. For all tasks required to complete the go live, the schedule will include: 1. Start date/time 2. End date/time 3. Primary Resource 4. Secondary resource assigned 5. Predecessor tasks 6. Comments					

DELIVERABLE/MILESTONE ASSUMPTIONS:

1. The scope of content to be included in the P08 Production Cutover Plan deliverable will meet the acceptance criteria listed above.
2. The granularity of tasks and timings to be tracked in the P08 Production Cutover Plan deliverable will be more detailed than what is regularly maintained in the project schedule. The information in the P08 Production Cutover Plan deliverables will not also be maintained in the project schedule; however, the Production Cutover Plan task will be tracked on the project schedule

B.2. Functional Deliverable Definitions

Ten (10) of the thirty-three (33) deliverables/milestones reside in the Functional Implementation Track.

Track 2 – Functional Management	
F01	Initial Discovery Questions
F02	Initial Prototype
F03	Gap Analysis
F04	Conference Room Pilot
F05	Complete System Test
F06	Module Configuration Documents
F07	Workflow Design Document
F08	Complete Integration Test
F09	Complete User Acceptance Test
F10	Completed Post Implementation Support

The definitions for each of the ten (10) Functional Implementation Track deliverables/milestones are provided below.

NUMBER	F01		NAME	Initial Discovery Questionnaires		
STAGE:	2 – Planning & Discovery	TRACK:	2 – Functional		TYPE:	Deliverable
DESCRIPTION:	CherryRoad will provide a series of questionnaires for each module and any relevant options so that module leads can document LEA expectations, key business flows, data, and basic processes. The purpose of the questionnaires is for the CherryRoad team to obtain basic information on module configuration and related LEA business processes, data, and potential gaps.					
SUB-DELIVERABLES/ MILESTONES:	There will be an Initial Discovery Questionnaires deliverable for each LEA project. This deliverable can be used as part of the master template for each LEA project.					
FORMAT:	Microsoft Word					
LEA ROLE/ RESPONSIBILITIES	• Complete questionnaires • Attend questionnaire review meetings • Approve deliverable					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Prepare questionnaires • Conduct questionnaire review sessions • Analyze questionnaire responses • Submit deliverable					
ACCEPTANCE CRITERIA	The F01 Initial Discovery Questionnaires deliverable is complete for each project phase when the following tasks have been completed: 1. Questionnaires have been completed by CherryRoad and provided to LEA project manager for distribution to LEA subject matter experts 2. CherryRoad has conducted questionnaire review sessions with LEA assigned subject matter experts, thereby allowing LEA to proceed with completing the questionnaires. 3. Analysis are applied to the requirements traceability based on results from the review sessions					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
1. The F01 Initial Discovery Questionnaires are the basis for the F02 Gap Analysis Sessions, and therefore will be completed by corresponding LEA business process subject matter experts in accordance with the project schedule.						

NUMBER	F02		NAME	Initial Prototype		
STAGE:	2 – Planning & Discovery	TRACK:	2 – Functional		TYPE:	Milestone
DESCRIPTION:	An initial baseline prototype will be demonstrated showing functions, features, and capabilities of the Cloud Applications. A review of standard configurations, workflows, and delivered capabilities will be demonstrated by CherryRoad functional consultants.					
SUB-DELIVERABLES/ MILESTONES:	Each LEA project will have an Initial Prototype.					
FORMAT:	N/A					
LEA ROLE/ RESPONSIBILITIES	• Attend prototype sessions • Provide feedback in the prototype sessions • Review updated documentation and outcome from the prototype sessions					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Prepare prototype sessions, utilizing the discovery session questionnaires and GFOA workflows as part of background • Conduct CherryRoad lead prototype sessions					
ACCEPTANCE CRITERIA	The F02 Conduct Initial Prototype milestone is complete for each project when the following tasks have been completed: 1. CherryRoad has performed the prototype sessions. 2. The following documents will be updated: requirements traceability matrix, issues log document and decision log.					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
1. F02 Conduct Initial Prototype sessions will provide an initial review of the functions, features, and capabilities of the cloud application. There will be limited LEA specific configuration and Oracle business processes. LEA acknowledges the prototype sessions will convey a basic understanding of the system only. 2. CherryRoad will provide minutes and definitions discussed and agreed upon in the prototype sessions						

NUMBER	F03		NAME	Gap Analysis		
STAGE:	2 – Planning & Discovery	TRACK:	2 – Functional		TYPE:	Deliverable
DESCRIPTION:	The Initial Prototype will be used by the project team to conduct the F03 Gap Analysis work sessions. For each module, a Gap Analysis will be prepared that identifies gaps between the requirements and delivered functionality and best practice configurations. Where "Gaps" exist, CherryRoad will document the gap and how the gap will be addressed via software configuration, custom report or process change. When appropriate the Gap Analysis will be re-visited prior to each Prototype.					
SUB-DELIVERABLES/ MILESTONES:	There will be a Gap Analysis deliverable for each LEA project.					
FORMAT:	Microsoft Word, Microsoft Excel					
LEA ROLE/ RESPONSIBILITIES	• Attend Gap Analysis work sessions • Provide input for deliverable • Review and approve deliverable					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Facilitate Gap Analysis work sessions, utilizing the discovery session questionnaires • Prepare and deliver Gap Analysis • Facilitate deliverable review sessions					
ACCEPTANCE CRITERIA	Prior to conducting the Gap Analysis work sessions, the project management team will designate the schedule, agenda, and attendees for each session. During the sessions, the project team will analyze the Oracle Cloud functionality and its ability to satisfy the corresponding LEA requirements. Following the Gap Analysis work sessions, the project team will produce a deliverable document that includes the following: 1. Updated Requirements List 2. Gap List by Functional Area 3. Gap resolution					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
1. Gap resolutions are limited to configuration changes, development of new reports/dashboards, or changes to LEA business processes. 2. Any proposed extensions to the application would require analysis of both system and cost impact. All extensions of the application would require agreement by both LEA and CherryRoad. Considerations for extensions of the application will not delay approval of the F03 Gap Analysis deliverable						

NUMBER	F04		NAME	Conference Room Pilot		
STAGE:	2 – Planning & Discovery	TRACK:	2 – Functional		TYPE:	Milestone
DESCRIPTION:	Conference Room pilot will bring together all groups to review the Oracle Cloud application from end to end using the initial prototype environment. This is a high level walk through of the application to ensure awareness of all groups and their understanding of the system.					
SUB-DELIVERABLES/ MILESTONES:	There will be a Conference Room Pilot for each LEA project					
FORMAT:	N/A					
LEA ROLE/ RESPONSIBILITIES	• Coordinate and Schedule the pilot sessions with CherryRoad • Participate in conference room pilot • Attend pilot session • Provide feedback during the pilot session • Review and Accept deliverables and outcome from the pilot session					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Prepare and conduct pilot session					
ACCEPTANCE CRITERIA	The F04 Conference Room Pilot milestone is complete for each project when the following tasks have been completed: 1. CherryRoad has conducted the conference room pilot session in accordance with the published schedule. 2. The Conference Room Pilot Milestone will serve as the final foundation training session for LEA team users					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
1. F04 Conference Room Pilot will provide a walkthrough of the functions, features, and capabilities of the cloud application to meet LEA's requirements and business processes. LEA specific configuration and data will be limited to that which is completed as part of the F02 Initial Prototype milestone. 2. LEA requirements not scheduled to be included in the F04 Conference Room Pilot will be deferred to F05 Complete System Testing, F08 Integration Testing and/ or F09 Complete User Acceptance testing.						

NUMBER	F05		NAME	Complete System Test		
STAGE:	4 – Testing & Training	TRACK:	2 – Functional		TYPE:	Milestone
DESCRIPTION:	The F05 Complete System Test milestone marks the completion of the System Test cycle as defined by the P07 Test Plan deliverable. During system test the project team will fully convert data, test end-to-end business processes in the Oracle Cloud application, including converted data. Completion of the F05 Complete System Test milestone certifies that the system configuration is ready for integration testing.					
SUB-DELIVERABLES/ MILESTONES:	There will be a Complete System Test milestone for each LEA project phase.					
FORMAT:	N/A					
LEA ROLE/ RESPONSIBILITIES	• Review system test scripts and update as necessary • Participate in the execution of system test scripts • Participate in the resolution of system test issues					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Prepare delivered Oracle system test scripts • Lead the execution of system test scripts • Lead the resolution of issues and problems uncovered during the system test cycle					
ACCEPTANCE CRITERIA	The scope, participants, and schedule of F05 Complete System Test milestone will follow the approach established by the P07 Test Plan deliverable. The F05 Complete System Test milestone is complete when: 1. Requisite Test Scripts have been documented for the system test cycle 2. System test scripts have been executed or placed on hold by LEA and CherryRoad 3. All issues have been recorded in accordance with the P03 Project Charter 4. No critical issue as mutually agreed upon shall prevent the start of integration testing and/or end user training 5. Non-critical issues are placed on a parking lot, as mutually agreed upon, with a timeline defined to address those issues					

DELIVERABLE/MILESTONE ASSUMPTIONS:

1. The method for determining priority and urgency of test scripts and test issues will be defined by the P07 Test Plan deliverable.
2. F05 Complete System Test will be executed in the environment established for System Testing.
3. Approval of the milestone will not be withheld due to configuration items, which LEA and CherryRoad mutually agreed not to include in the system test cycle.

NUMBER	**F06**		**NAME**	**Module Configuration Document**	
STAGE:	4 – Testing & Training	**TRACK:**	2 – Functional	**TYPE:**	Deliverable
DESCRIPTION:	The F06 Module Configuration Document marks the completion of the Oracle Cloud Application configuration as agreed upon by LEA and CherryRoad prior to the start of the acceptance testing test cycle. The Module Configuration Document will need to be kept up-to-date based on feedback from all test cycles and after production.				
SUB-DELIVERABLES/ MILESTONES:	There will be a Module Configuration Document deliverable for each LEA project. Once created this deliverable can be used as part of the master template for each LEA project.				
FORMAT:	Microsoft Word, Microsoft Excel				
LEA ROLE/ RESPONSIBILITIES	• Provide input for deliverable • Attend deliverable review sessions • Approve deliverable				
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Prepare and deliver Module Configuration Document • Facilitate deliverable review meetings • Maintain keeping the Module Configuration Document up-to-date as changes occur or bugs during testing lead to changes.				
ACCEPTANCE CRITERIA	The F06 Module Configuration Documents will include the following information for the corresponding project phase: 1. Oracle Cloud Application configuration by module and corresponding integrations, where applicable 2. Key configuration design decisions				
DELIVERABLE/MILESTONE ASSUMPTIONS:					
1. LEA and CherryRoad recognizes that configuration management is an ongoing effort, and the Oracle Cloud Application configuration is drafted early in the project and will be approved during the Stage 4 – Testing & Training. The Module Configuration Document will be kept up-to-date as changes occur or bugs during testing lead to changes.					

NUMBER	F07		NAME	Workflow Design Document		
STAGE:	4 – Testing & Training	TRACK:	2 – Functional		TYPE:	Deliverable
DESCRIPTION:	The F07 Workflow Design Document provides an overview of any workflow setup during the project.					
SUB-DELIVERABLES/ MILESTONES:	There will be a Workflow Design Document deliverable for each LEA project.					
FORMAT:	Microsoft Word, Microsoft Excel					
LEA ROLE/ RESPONSIBILITIES	• Provide input for deliverable • Attend deliverable review sessions • Approve deliverable					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Prepare and deliver Workflow Design Document • Facilitate deliverable review meetings • Maintain keeping the Workflow Design Document up-to-date as changes occur or bugs during testing lead to changes.					
ACCEPTANCE CRITERIA	The F07 Workflow Design Document will include the following information for the corresponding project phase: 1. Approval Process for Key System Processing 2. Key workflow configuration design decisions					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
1. The F07 Workflow Design Document is based on delivered Oracle workflow. 2. LEA and CherryRoad recognizes that workflow management is an ongoing effort, and the Workflow Design Document is drafted early in the project and will be approved during the Stage 4 – Testing & Training. The Workflow Design Document will be kept up-to-date as changes occur or bugs during testing lead to changes.						

NUMBER	F08		NAME	Complete Integration Test		
STAGE:	4 – Testing & Training	TRACK:	2 – Functional		TYPE:	Milestone
DESCRIPTION:	The F08 Complete Integration Test milestone marks the completion of the Integration Test cycle as defined by the P07 Test Plan deliverable. During integration test the project team will fully convert data, test end-to-end business processes in the Oracle Cloud application, including converted data, interfaces, and reports/dashboards. Completion of the F08 Complete Integration Test milestone certifies that the system is ready for user acceptance testing and end user training.					
SUB-DELIVERABLES/ MILESTONES:	There will be a Complete Integration Test milestone for each LEA project.					
FORMAT:	N/A					
LEA ROLE/ RESPONSIBILITIES	• Review integration test scripts • Participate in the execution of integration test scripts • Participate in the resolution of integration test issues					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Prepare Oracle business process integration test scripts • Lead the execution of integration test scripts • Lead the resolution of issues and problems uncovered during the integration test cycle					
ACCEPTANCE CRITERIA	The scope, participants, and schedule of F08 Complete Integration Test milestone will follow the approach established by the P07 Test Plan deliverable. The F08 Complete Integration Test milestone is complete when: 1. Requisite Test Scripts have been documented for the integration test cycle 2. Integration test scripts have been executed or placed on hold by LEA and CherryRoad 3. All issues have been recorded in accordance with the P03 Project Charter 4. No critical issue as mutually agreed upon shall prevent the start of user acceptance test and/or end user training 5. Non-critical issues are placed on a parking lot, as mutually agreed upon, with a timeline defined to address those issues					

DELIVERABLE/MILESTONE ASSUMPTIONS:

1. The method for determining priority and urgency of test scripts and test issues will be defined by the P07 Test Plan deliverable.
2. F08 Complete Integration Test will be executed in the environment established for Integration Testing.
3. Approval of the milestone will not be withheld due to configuration items, which LEA and CherryRoad mutually agreed not to include in the integration test cycle.

NUMBER	F09		NAME	Complete User Acceptance Test		
STAGE:	4 – Testing & Training	TRACK:	2 – Functional		TYPE:	Milestone
DESCRIPTION:	The F09 Complete User Acceptance Test milestone marks the completion of the User Acceptance Test cycle as defined by the P07 Test Plan deliverable. Completion of the F09 Complete User Acceptance Test milestone certifies that the system is ready for Go-Live.					
SUB-DELIVERABLES/ MILESTONES:	There will be a Complete User Acceptance Test milestone for each LEA project.					
FORMAT:	N/A					
LEA ROLE/ RESPONSIBILITIES	• Prepare user acceptance test scripts • Execute user acceptance test cycle • Document user acceptance test results					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Prepare unit, system, test scripts and methodology (if combining in one deliverable) • Support LEA user acceptance test • Resolve issues and problems uncovered during user acceptance test cycle					
ACCEPTANCE CRITERIA	The scope, participants, and schedule of F09 Complete User Acceptance Test milestone will follow the approach established by the P07 Test Plan deliverable. The F09 Complete User Acceptance Test deliverable is complete when: 1. Requisite Test Scripts have been documented for the user acceptance test cycle 2. User acceptance test scripts have been executed or placed on hold by LEA and CherryRoad 3. All issues have been recorded in accordance with the P03 Project Charter 4. No critical issue as mutually agreed upon preventing production go live remain open 5. Non-critical issues are placed on a parking lot, as mutually agreed upon, with a timeline defined to address those issues					

DELIVERABLE/MILESTONE ASSUMPTIONS:

1. The method for determining priority and urgency of test scripts and test issues will be defined by the P07 Test Plan deliverable.
2. F09 Complete User Acceptance Test will be executed in the environment established for User Acceptance Testing.
3. In the event low priority conversion, interface, and report/dashboard development items, as agreed to by LEA and CherryRoad, are outstanding at the start of the user acceptance test cycle, the project team may complete the F09 Complete User Acceptance Test milestone if both LEA and CherryRoad agree on the approach. Approval of the milestone will not be withheld due to low priority development items, which LEA and CherryRoad mutually agreed not to include in the user acceptance test cycle.

NUMBER	F10		NAME	Complete Production Support		
STAGE:	5 – Deploy & Support	TRACK:	2 – Functional		TYPE:	Milestone
DESCRIPTION:	Following the P10 Production System Go Live, the CherryRoad project team will provide thirty (30) days of production support to LEA for each project.					
SUB-DELIVERABLES/ MILESTONES:	There will be a Complete Production Support milestone for each LEA project.					
FORMAT:	N/A					
LEA ROLE/ RESPONSIBILITIES	• Lead LEA production operations • Participate in resolution of production issues and problems • Attend remedial training as needed					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Support LEA production operations • Lead resolution of production issues and problems • Provide remedial training as needed • Provide quick tips for Help Desk to use/distribute					
ACCEPTANCE CRITERIA	The F10 Complete Production Support milestone is complete when: 1. CherryRoad has participated in the implementation support period in accordance with the staffing plan 2. Thirty (30) days of production support to the LEA project					

DELIVERABLE/MILESTONE ASSUMPTIONS:

1. The resolution of production issues is a cyclical operations' process where issues are continuously opened, analyzed, and resolved. Issues opened during the Thirty (30) day CherryRoad production support period will be resolved by CherryRoad in order of priority. Issue prioritization will follow the standards for issue management as defined by the P03 Project Charter deliverable. Production issues that cannot be resolved in the support period will be transitioned to LEA for resolution, unless LEA and CherryRoad mutually agree for CherryRoad to complete the issue resolution following the thirty (30) day production support period.
2. Any issues still on the parking lot during the 30 days will be resolved and system/user documentation updated accordingly

B.3. Development Deliverable Definitions

Five (5) of the thirty-three (33) deliverables reside in the Development Implementation Track.

Track 3 – Development	
D01	Development Approach
D02	Conversion Process Templates
D03	Complete Conversion Data Validation
D04	Interface/Integration Templates
D05	Complete Reports

The deliverable definitions for each of the five (5) Development Implementation Track deliverables are included below.

NUMBER	**D01**		**NAME**	**Development Approach**	
STAGE:	1 – Planning & Discovery	**TRACK:**	3 – Development	**TYPE:**	Deliverable
DESCRIPTION:	The D01 Development Approach will describe in detail the tasks that will be performed to handle LEA's conversion, interface, reporting, and security requirements. The deliverable will describe how these development items will be developed/configured, tested, and implemented in production.				
SUB-DELIVERABLES/ MILESTONES:	There will be a single D01 Development Approach deliverable completed for all LEA projects. The deliverable will used through the other projects and will not be recreated.				
FORMAT:	Microsoft Word				
LEA ROLE/ RESPONSIBILITIES	• Provide input for the deliverable • Attend deliverable review meetings • Approve deliverable				
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Create the deliverable • Facilitate deliverable review meetings				
ACCEPTANCE CRITERIA	The D01 Development Plan will be an MS Word document that outlines a detailed plan to handle development items during LEA implementation. The document will include the following: 1. Conversion strategy including conversion scope, approach, standards, timeline, testing method, LEA/CherryRoad roles, and assumptions. 2. Integration strategy including interface scope, approach, standards, timeline, testing method, LEA/CherryRoad roles, and assumptions. 3. Report/Dashboard strategy including reporting scope, approach, standards, timeline, testing method, LEA/CherryRoad roles, and assumptions. 4. Application security strategy including scope, approach, standards, timeline, testing method, LEA/CherryRoad roles, and assumptions. 5. Disaster Recovery/Business Continuity strategy 6. Knowledge transfer and sharing activities completed.				
DELIVERABLE/MILESTONE ASSUMPTIONS:					
1. The conversion strategy will utilize a series of standard templates and tools to meet the conversion requirements for the project. The D01 Development Plan will not diverge from these standard templates, file formats, and conversion tools unless mutually agreed upon by LEA and CherryRoad. 2. The interface strategy will utilize a series of standard templates and tools to the extent possible to meet the interface requirements for the project. The D01 Development Plan will not diverge from these standard templates, file formats, and interface tools, unless mutually agreed upon by LEA and CherryRoad					

NUMBER	D02		NAME	Complete Conversion Process Templates		
STAGE:	3 - Design & Development	TRACK:	3 – Development		TYPE:	Milestone
DESCRIPTION:	The Complete D02 Conversion Process Templates milestone represents the delivery and loading of data from legacy systems into the corresponding Oracle module. For all conversion items, the project team will follow the standards defined by the D01 Development Approach deliverable.					
SUB-DELIVERABLES/ MILESTONES:	The D02 Conversion Process Template will be leveraged at multiple LEA's.					
FORMAT:	Excel, flat file					
LEA ROLE/ RESPONSIBILITIES	• LEA assigned conversion tasks • Export Data from existing system in template format					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Deliver Conversion Templates • Load data into Oracle Cloud system • CherryRoad assigned conversion tasks					
ACCEPTANCE CRITERIA	The D02 Conversion Process Template will be provided for each conversion identified in the Conversion Requirements Matrix. Each D02 conversion item will be developed and unit tested in accordance with the standards defined by the D01 Development Approach.					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
1. Following P06 Project Scope Document, the CherryRoad Project Manager will update the requirements matrix conversion section indicating the conversion items that will be included in D02.						

NUMBER	D03		NAME	Complete Conversion Data Validation		
STAGE:	3 - Design & Development	TRACK:	3 – Development		TYPE:	Milestone
DESCRIPTION:	Following the D02 Complete Conversion Process Templates milestone. CherryRoad will coordinate sessions to load data into the system and request LEA to review and validate the data.					
SUB-DELIVERABLES/ MILESTONES:	There will be a data validation session for each conversion item, for each LEA project.					
FORMAT:	N/A					
LEA ROLE/ RESPONSIBILITIES	• LEA assigned conversion tasks • Export Data • Review Data • Approve Data					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• CherryRoad assigned conversion tasks • Load data • Coordinate review sessions • Assist with review					
ACCEPTANCE CRITERIA	The D03 Complete Conversion Data Validation is performed for all conversions. Each D03 Complete Conversion Data Validation item will be validated in accordance with the standards defined by the D02 Development Approach.					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
1. Data Validation is only a review of Data by LEA in the Oracle Cloud System. It is not a system, integration or user acceptance testing.						

NUMBER	D04		NAME	Complete Interface/Integration Templates		
STAGE:	3 – Design & Development	TRACK:	3 – Development		TYPE:	Milestone
DESCRIPTION:	The D04 Complete Interfaces/Integration Templates milestone represents the delivery and loading of data from legacy or 3rd party systems into the corresponding Oracle module. For all interface items, the project team will follow the standards defined by the D01 Development Approach deliverable.					
SUB-DELIVERABLES/ MILESTONES:	The D02 Conversion Process Template will be leveraged at multiple LEA's.					
FORMAT:	N/A					
LEA ROLE/ RESPONSIBILITIES	• LEA assigned interface/integration tasks • Export Data from legacy or 3rd party systems in template format or Import Data from Oracle Cloud into legacy or 3rd party systems. • Manage direct relationships with 3rd party vendors.					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Deliver Interface/Integration Templates • Load data into Oracle Cloud system from templates or export data from Oracle in required template format. • CherryRoad assigned interface/integration tasks					
ACCEPTANCE CRITERIA	D04 Complete Interfaces/Integration Templates will be provided for each interface/integration identified in the Interface Requirements Matrix. Each D04 interface/integration item will be developed and unit tested in accordance with the standards defined by the D01 Development Approach.					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
1. Following P06 Project Scope Document, the CherryRoad Project Manager will update the requirements matrix interface section indicating the interface items that will be included in D02.						

NUMBER	D05		NAME	Complete Reports		
STAGE:	3 – Design & Development	TRACK:	3 – Development		TYPE:	Milestone
DESCRIPTION:	The D05 Complete Reports milestone represents the delivery of user reports. For all report items, the project team will follow the standards defined by the D01 Development Approach deliverable.					
SUB-DELIVERABLES/ MILESTONES:	The D05 Complete Reports will be leveraged at multiple LEAs.					
FORMAT:	None					
LEA ROLE/ RESPONSIBILITIES	• Provide Report requirements and samples • Complete a report requirement design document					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Create the report • CherryRoad assigned repot tasks					
ACCEPTANCE CRITERIA	The D05 Complete Reports will include those reports identified in the Report Requirements Matrix. Each D05 Complete Reports item will be developed, and unit tested in accordance with the standards defined by the D01 Development Approach.					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
1. Following P06 Project Scope Document, the CherryRoad Project Manager will update the requirements matrix report section indicating the report items that will be included in D05.						

B.4. Organizational Change Management Deliverable Definitions

Three (3) of the thirty-three (33) deliverables reside in the Organizational Change Management Implementation Track.

Track 4 – Organizational Change Management	
O01	Stakeholder Analysis
O02	Organizational Change Management Plan
O03	Operations & Maintenance Plan

The deliverable definitions for each of the three (3) Organizational Change Management Implementation Track deliverables are included below.

NUMBER	**O01**		**NAME**	**Stakeholder Assessment**	
STAGE:	2 – Planning & Discovery	**TRACK:**	4 – OCM	**TYPE:**	Deliverable
DESCRIPTION:	The identification and qualification of LEA employees and external stakeholders, at all levels, who may have an interest or connection with the project. This list will be used to schedule, draft, and distribute relevant messages and informational activities throughout the project. Stakeholders will be assessed in terms of their "Interest" and "Influence" regarding the Oracle Cloud ERP project. This qualification will help the project team focus and engage with those stakeholders deemed critical to project success.				
SUB-DELIVERABLES/ MILESTONES:	There will be a Stakeholder Assessment deliverable for each LEA project.				
FORMAT:	Microsoft Word, Microsoft Excel				
LEA ROLE/ RESPONSIBILITIES	• Identify LEA and external stakeholder roles • Identify LEA employees in each role, by department • Identify external stakeholders by role • Lead assessment of stakeholder "Interest" and "Influence" • Participate in necessary stakeholder interviews • Create deliverable				
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Draft assessment framework (Spreadsheet) • Support the population of the stakeholder spreadsheet • Support the assessment of stakeholder "Interest" and "Influence" • Support stakeholder interviews • Review deliverable and provide feedback to LEA				
ACCEPTANCE CRITERIA	The deliverable will be complete when the stakeholder spreadsheet is populated and an agreed upon reasonable number of stakeholders identified to be deemed necessary for engagement throughout the project. A summary assessment document (Word) will be drafted collaboratively by the OCM team describing how to engage the "necessary" stakeholders throughout the project.				
DELIVERABLE/MILESTONE ASSUMPTIONS:					
1. LEA will identify and qualify key stakeholders from each department in specified roles, and external stakeholders as appropriate. Stakeholders include business area leads, subject matter experts, technical team, project manager and steering committee members. 2. LEA will maintain and update the list of LEA stakeholders throughout the project so that its clear the proper LEA resources are included in all project activities.					

NUMBER	**O02**		**NAME**	**Organizational Change Management and Plan**	
STAGE:	2 – Planning & Discovery	**TRACK:**	4 – OCM	**TYPE:**	Deliverable
DESCRIPTION:	The purpose of this O02 Organizational Change Management Plan deliverable is to define the approach, resources and schedule for each major component within the Organizational Change Management (OCM) implementation track that will be used to manage organizational change to support LEA. Major OCM components include leadership support, department readiness, and communications.				
SUB-DELIVERABLES/ MILESTONES:	There will be a single O02 Organizational Change Management Plan for each LEA project.				
FORMAT:	Microsoft Word				
LEA ROLE/ RESPONSIBILITIES	• Participate in O02 Organizational Change Management Plan work sessions • Identify LEA communication vehicles available to the project team • Participate in the creation of the deliverable • Upon completion of the plan, the LEA OCM lead will be responsible for facilitating the day to day work.				
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Facilitate the O02 Organizational Change Management Plan work sessions • Facilitate the creation of the deliverable • Upon completion of the plan, the CherryRoad OCM Lead will review plan progress and provide guidance.				
ACCEPTANCE CRITERIA	The O02 Organizational Change Management Plan will establish the following for change management components for LEA implementation project: 1. Scope of Organizational Change Management work 2. Leadership Support 3. Readiness (Working with leadership and departments) and Gap Analysis (skills, structure, personnel) 4. Communications Regarding communications, the plan will define the scheduled one–way and two–way communications and will minimally include the following key variables associated with each form of communication: 1. Activity 2. Target Audience 3. Objective 4. Key Messages 5. Development Owner 6. Delivery Owner 7. Transmittal Option(s) 8. Frequency				
DELIVERABLE/MILESTONE ASSUMPTIONS:					
1. Upon completion of the plan, LEA OCM lead will be responsible for facilitating the day to day work, and the CherryRoad OCM Lead will review plan progress and provide guidance 2. The OCM plan will describe the readiness, communications, user feedback loop, and training frameworks to ensure they align with the OCM principles and practices.					

NUMBER	**O03**		**NAME**	**Operations & Maintenance Plan**	
STAGE:	5 – Deploy & Support	**TRACK:**	4 – OCM	**TYPE:**	Deliverable
DESCRIPTION:	The O03 Operations and Maintenance Plan deliverable defines the support structure, roles, methods, policies, and procedures for managing LEA's production environment post go-live. The deliverable defines LEA's approach to transitioning from an implementation project team to a post implementation support organization.				
SUB-DELIVERABLES/ MILESTONES:	There will be an Operations & Maintenance Plan deliverable for each LEA project.				
FORMAT:	Microsoft Word				
LEA ROLE/ RESPONSIBILITIES	• Lead the O03 Operations & Maintenance Plan work sessions • Create the deliverable • Upon completion of the plan, LEA will responsible for implementation of the O03 Operations & Maintenance Plan				
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Participate in the O03 Operations & Maintenance Plan work sessions as requested by LEA • Provide best practice experience and recommendations for the 003 Operations & Maintenance Plan • Support the creation of the deliverable • Provide sample templates and documents where available				
ACCEPTANCE CRITERIA	The O03 Operations and Maintenance Plan will provide planning and direction for the post implementation support stage. 1. Post Implementation Operations and Maintenance Support Objectives 2. Operations and Maintenance Support Teams, including roles and responsibilities 3. Operations and Maintenance Support Organization structure(s) 4. RACI Chart describing and comparing support organizations roles and responsibilities 5. Business Process and System Governance 6. Portfolio management including intake of requests, setting priorities and decision making 7. Help Desk Policies and Procedures 8. Security Policies and Procedures 9. Disaster Recovery/Business Continuity Policies and Procedures				
DELIVERABLE/MILESTONE ASSUMPTIONS:					
1. This deliverable will be developed in partnership with CherryRoad. LEA will assume lead responsibility, and CherryRoad's OCM Lead will participate actively to ensure the deliverable related tasks are completed per the project schedule.					

B.5. Training Deliverable Definitions

Four (4) of the thirty-three (33) deliverables reside in the Training Implementation Track.

Track 5 – Training	
T01	Complete Foundation Project Team Training
T02	Training Plan
T03	Deliver Train-the-Trainer Training
T04	Deliver End-User-Training

The deliverable definitions for each of the four (4) Training Implementation Track deliverables are included below.

NUMBER	**T01**		**NAME**	**Complete Foundation Project Team Training**	
STAGE:	2 – Planning & Discovery	**TRACK:**	5 – Training	**TYPE:**	Milestone
DESCRIPTION:	Foundation Project Team Training is intended to serve as a system software orientation, and to provide LEA project team members with exposure to the Oracle Cloud architecture and navigation very early in the project. The early exposure will better enable the project team to effectively participate in the subsequent gap analysis sessions and eventual testing sessions.				
SUB-DELIVERABLES/ MILESTONES:	There will be a Complete Foundation Project Team Training milestone for each LEA project.				
FORMAT:	Learning Management System (LMS)				
LEA ROLE/ RESPONSIBILITIES	• Attend foundation project team training • Complete applicable Oracle Training - Oracle Foundation Course				
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Prepare foundation project team training sessions • Suggest Oracle Training - Oracle LaunchPad and Guided Learning Starter Packs • Conduct foundation project team training sessions				
ACCEPTANCE CRITERIA	The T01 Complete Foundation Project Team Training milestone is complete when LEA project team members have participated in and completed the designated training sessions. The sessions will cover the following subject matter: 1. Orientation provided on the basic system architecture (e.g., look and feel of the system, tool bars and icons, drop down lists, etc.) and system navigation 2. Orientation is also provided on the basic operations and transaction flow of each of the Cloud Applications modules individually, as well as how these modules work in an integrated fashion.				
DELIVERABLE/MILESTONE ASSUMPTIONS:					
1. The goal of Foundation Project Team Training is to give the core project team an overview of the software, so they have seen its basic features prior to going into the gap sessions. The sessions will not provide LEA project team members with an in-depth understanding of the software features, functions, and capabilities 2. All foundation team orientation materials will be delivered utilizing a baseline LMS. No additional material will be developed. 3. Oracle Training participation is the responsibility of LEA project team members to gain a deeper understanding of the applicable module(s)					

NUMBER	T02		NAME	Training Plan		
STAGE:	3 – Design & Development	TRACK:	5 – Training		TYPE:	Deliverable
DESCRIPTION:	The T02 Training Plan deliverable defines the training strategy to be adopted for LEA's system implementation and presents an overview of the planned training courses and timeline for the end users, and Functional SMEs. System Administrator and Application Administrator training is performed via knowledge transfer. Administrators and Help Desk staff are welcome to attend end user training but there is no formal training specifically geared toward those roles.					
SUB-DELIVERABLES/ MILESTONES:	There will be a Training Plan deliverable for each LEA project.					
FORMAT:	Microsoft Word					
LEA ROLE/ RESPONSIBILITIES	• Provide trainee population data as requested by CRT for development of the deliverable • Plan LEA training facilities • Provide input for deliverable • Attend deliverable review meetings • Approve deliverable					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Analyze LEA training requirements • Create deliverable • Facilitate deliverable review meetings					
ACCEPTANCE CRITERIA	The T02 Training Plan deliverable documents the overall training plan. The plan will be considered complete when the following items have been determined: 1. Population of LEA employees that will require training 2. Preliminary Course Catalog that will be included in the training curriculum design sessions 3. End user training program milestones and project schedule 4. Post production support team training program milestones and project schedule (e.g., Help Desk, Functional SMEs, System Administrators, etc.) 5. Recommended Oracle training – Oracle LaunchPad, Guided Learning Starter Packs 6. Recommended facilities and training logistics including classrooms and connectivity 7. Methods to be employed for training					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
1.						

NUMBER	T03		NAME	Deliver Train-the-Trainer Training		
STAGE:	4 – Testing & Training	TRACK:	5 – Training		TYPE:	Milestone
DESCRIPTION:	The T03 Deliver Train-the-Trainer Training milestone marks the completion of the Train-the-Trainer workshops attended by LEA trainers. Course enrollment and evaluation procedures are also included. Train-the-Trainer workshops are conducted in accordance with the T02 Training Plan deliverable.					
SUB-DELIVERABLES/ MILESTONES:	There will be a Deliver Train-the-Trainer Training milestone for each LEA project.					
FORMAT:	Learning Management System (LMS)					
LEA ROLE/ RESPONSIBILITIES	• Identify and make available prospective LEA trainers • Organize the logistics and attendees for the Train-the-Trainer workshops • LEA trainers attend the Train-the-Trainer training workshops					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Plan the Train-the-Trainer workshops • Create the training materials to be used through a combination of a Learning Management System (LMS) and custom content for the Train-the-Trainer SMEs • Manage the delivery of the Train-the-Trainer workshops • Conduct the Train-the-Trainer workshops					
ACCEPTANCE CRITERIA	The T03 Train-the-Trainer milestone will be complete when each of the following Train-the-Trainer delivery tasks has been completed: 1. Complete training materials and walk through review sessions 2. Complete training workshops in accordance with the T02 Training Plan deliverable 3. CherryRoad trainers conduct first training class for each class with LEA trainers as attendees in accordance with T02 Training Plan deliverable					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
1. LEA will assist CherryRoad in creating custom content to prepare training materials for end-users.						

NUMBER	T04		NAME	Deliver End User Training		
STAGE:	5 – Deploy & Support	TRACK:	5 – Training		TYPE:	Milestone
DESCRIPTION:	The T04 Deliver End User Training milestone marks the completion of the End User Training classes as planned for in the T02 Training Plan deliverable. Course enrollment and evaluation procedures are included.					
SUB-DELIVERABLES/ MILESTONES:	There will be a Deliver End User Training milestone for each LEA.					
FORMAT:	Learning Management System (LMS)					
LEA ROLE/ RESPONSIBILITIES	• Create/modify CBT and/or courseware creation • Deliver End User Training • Track training attendance • Track training evaluation					
CHERRYROAD ROLE/ RESPONSIBILITIES:	• Support the end user training program • Resolve LMS and/or training environment issues and problems					
ACCEPTANCE CRITERIA	The T04 Deliver End User Training milestone will be considered complete when all end user training classes, as defined by the T02 Training Plan deliverable, have been conducted. Deliver training for Application Admin/Functional SMEs, System Admin/Technical Training and all are complete and conducted in a timely manner.					
DELIVERABLE/MILESTONE ASSUMPTIONS:						
1. CherryRoad will assist LEA in preparing training materials to be used using a combination of a Learning Management System (LMS) and custom content from the T03 Train-the-Trainer workshops. 2. LEA will provide training for Application Admin/Functional SMEs, System Admin/Technical Training.						

Appendix C. Assumptions

1. Additional third-party and CherryRoad provisioned applications may be used as part of the overall solution as long as such applications meet or exceed North Carolina Department of Information Technology requirements.
2. LEA Project Team members will be available to the project as needed to meet timelines and assigned task completion. Project will be communicated as a priority.
3. LEA Project Teams will use the CherryRoad SharePoint site which will be part of the templated approach to facilitate and reduce project ramp up time and deployment of templated approach.
4. <ADDITIONAL ASSUMPTIONS TO BE ADDED>

Appendix D. Requirements Table

A business and technical requirements section will be included in this section. This table will be the consolidation of standard requirements agreed to between DPI and CherryRoad, coupled with LEA specific requirements (which may be subject to additional fees).

EXHIBIT B

PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

Attached – Next Page

PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

THESE ORACLE CLOUD SERVICES AGREEMENT TERMS APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER. THESE ORACLE CLOUD SERVICES AGREEMENT TERMS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY ORDER, ANY ORDERING DOCUMENTATION, ANY CHANGE ORDER OR ANY OTHER AGREEMENT BETWEEN THE PARTIES.

The text of this Agreement differs from Oracle's standard Public Sector Agreement for Oracle Cloud Services.

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between CherryRoad Technologies Inc. ("we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1 Oracle will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the nonexclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, Oracle may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that Oracle has in this Agreement and Your order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that

violates the policy. In connection with a contemplated suspension above, Oracle shall endeavor to provide you with advance notice and an opportunity to cure when practical, at Oracle's sole discretion based on the nature of the circumstances.

1.4 You represent that, as a sovereign state, You are not subject to foreign data protection laws.

2. FEES AND PAYMENT

2.1 All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. If You are a tax exempt entity, You must provide the applicable tax certificate of exemption with Your order. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3 You understand that You may receive multiple invoices for the Services ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://www.oracle.com/us/corporate/contracts/invoicing-standards-policy-1863799.pdf.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). Oracle or its licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant Oracle and CherryRoad the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.

4. NONDISCLOSURE

4.1 By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Except as provided otherwise by applicable law, including 09 NCAC 06B.0305 (Public Opening) and 09 NCAC 06.1001 (Confidentiality), Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1 In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the following:

a. the relevant Oracle privacy policies applicable to the Services ordered, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and

b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at http://www.oracle.com/us/corporate/contracts/cloudservices/index.html.

5.2 To the extent Your Content includes Personal Data (as that term is defined in the Data Processing Agreement (as that term is defined below)), Oracle will furthermore comply with the applicable version of the Oracle Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at http://www.oracle.com/dataprocessingagreement and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence. The Data Processing Agreement, current as of the Effective Date of this Agreement, is attached hereto. As noted in this section 5.2, the version of the Data Processing Agreement applicable to Your order will remain in force during the Services Period of Your order.

5.3 Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement. To the extent You disclose or transmit Your Content to a third party, Oracle is no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control.

5.4 Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. Oracle warrants that during the Services Period Oracle will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2 ORACLE AND CHERRYROAD DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. NEITHER ORACLE NOR CHERRYROAD IS RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S AND CHERRYROAD'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO CHERRYROAD AND CHERRYROAD WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ITS AFFILIATES AND CHERRYROAD ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, AND IRRESPECTIVE OF HOW THE DAMAGES MAY BE CHARACTERIZED, EXCEED TWO TIMES (2X) THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE UNDER THE ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

8.1 Based on N.C. Gen. Stat. § 143-291 et seq., North Carolina Constitution, Article V, Section 3, and N.C. Gen. Stat. § 143C-6-8, You do not agree to indemnify Oracle as stated herein. If a third party makes a claim against either You, CherryRoad or Oracle ("Recipient" which may refer to You, CherryRoad or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You, CherryRoad or Oracle ("Provider" which may refer to You or us depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law); b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the

applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Oracle's ability to meet obligations under the relevant order, then Oracle or CherryRoad may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then Oraclee may, upon 30 days prior written notice, end the Services associated with such Material and refund to CherryRoad, and CherryRoad will in turn refund to You any unused, prepaid fees for such Services.

8.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. Neither Oracle nor CherryRoad will indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.4 This Section 8 provides the parties' exclusive remedy for any infringement claims or damages.

9. TERM AND TERMINATION

9.1 Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. This Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2 Services shall be provided for the Services Period defined in Your order. If You order Services that are designated in the Service Specifications or in Your order as Services that will be automatically extended, such Services will NOT automatically be extended for an additional Services Period of the same duration unless You provide CherryRoad with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention to renew such Services. The preceding sentence shall not apply if CherryRoad provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Services.

9.3 Oracle may suspend Your or Your Users' access to, or use of, the Services if Oracle, in good faith, believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide You with advance notice of any such suspension. Oracle will use reasonable efforts to reestablish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your obligation to make payments under this Agreement.

9.4 If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and any orders that have been placed under the Agreement. If CherryRoad terminates any orders in Your initial 12 months of Services Period as stated in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the first 12 months of Services Period under such order(s) plus applicable taxes and expenses, if any. If You are terminated after Your initial 12 months of Services Period as set forth in (a) or (b), immediately above, You must pay within 30 days all amounts that have accrued for Services received prior to the effective date of such termination plus applicable taxes and expenses, if any. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving CherryRoad 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, Oracle will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Oracle's data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES

10.1 The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2 Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that Oracle and CherryRoad are not responsible for, and

have no obligation to control, monitor, or correct, Third Party Content. Oracle and CherryRoad disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). Oracle may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

11.1 Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle retains all intellectual property rights in Service Analyses.

11.3 Oracle may provide You with the ability to obtain certain Oracle Software (as defined below) for use with the Services. If Oracle provides Oracle Software to You and does not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Agreement and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use any Oracle Software will terminate upon the earlier of Oracle's notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. Notwithstanding the foregoing, if

Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. EXPORT

12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and Oracle each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

13. FORCE MAJEURE

Neither of us, nor Oracle, shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, the affected order(s) will be terminated for convenience unless the parties otherwise agree in writing. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

14. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

15. NOTICE

15.1 Any notice required under this Agreement shall be provided to the other party, and Oracle, in writing.

If You have a legal dispute with Oracle or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

If Oracle has a legal dispute with You or if Oracle wishes to provide a notice under this Agreement, Oracle will promptly send written notice to: North Carolina Department of Information Technology, P.O. Box 17209, Raleigh, NC 27609-7209, Attention: General Counsel, Legal Division.

15.2 Oracle may give notices applicable to its Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity. Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, Oracle may not assign this Agreement without Your prior written consent.

17. OTHER

17.1 Oracle are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between Oracle, CherryRoad and You.

17.2 You understand that Oracle's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as an Oracle subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

17.3 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than three years after the cause of action has accrued.

17.5 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with

Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

17.6 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of this Agreement and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of this Agreement or the applicable order(s). Any usage in excess of Your rights shall be considered a change to the scope of services of the applicable order and You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights and issuing a contract modification to document the amount of such fees and the change in the scope of Services.

17.7 Oracle states that it has complied with N.C. Gen. Stat. § 133.32 (Prohibition Against Contingent Fees and Gratuities) with respect to the obtaining of this Agreement.

17.8 This Agreement is governed by the substantive and procedural laws of the State of North Carolina, and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, state and federal courts of competent jurisdiction sitting within the State of North Carolina in any dispute arising out of or relating to this Agreement.

18. ENTIRE AGREEMENT

18.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

18.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You, CherryRoad and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

19. AGREEMENT DEFINITIONS

19.1 "**Oracle Software**" means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

19.2 "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

19.3 "**Service Specifications**" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Agreement; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

19.4 "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

19.5 "**Users**" means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

19.6 "**Your Content**" means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools. Agreement.

20. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Agreement is _____. (DATE TO BE COMPLETED BY CHERRYROAD)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE

LEA CLIENT	**CHERRYROAD TECHNOLOGIES INC.**
Authorized	Authorized
Signature:_____	Signature:_____
Name:_____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____

Agreement No.: _____

EXHIBIT B Schedule 1

DATA PROCESSING AGREEMENT FOR ORACLE CLOUD SERVICES

Data Processing Agreement for Oracle Cloud Services

The text of this Data Processing Agreement differs from Oracle's standard Data Processing Agreement for Oracle Cloud Services.

1. Scope, Order of Precedence and Term

1.1 This data processing agreement (the "Data Processing Agreement") applies to Oracle's Processing of Personal Data as part of Oracle's provision of Oracle Cloud Services ("Cloud Services"). The Cloud Services are described in (i) the applicable order for Cloud Services, (ii) the applicable Agreement or other applicable master agreement by and between You and Oracle in which this Data Processing Agreement is referenced, and (iii) the Service Specifications (i, ii and iii collectively the "Cloud Services Agreement").

1.2 Unless otherwise expressly stated in the order, this version of the Data Processing Agreement is incorporated into and subject to the terms of the Cloud Services Agreement, and shall be effective and remain in force for the Service Period of the Cloud Services.

1.3 Except as expressly stated otherwise in this Data Processing Agreement or the order, in the event of any conflict between the terms of the Cloud Services Agreement, including any policies or schedules referenced therein, and the terms of this Data Processing Agreement, the relevant terms of this Data Processing Agreement shall take precedence.

2. 2. Definitions

2.1 "**Applicable Data Protection Law**" means (i) Directive 95/46/EC of October 24, 1995, as amended, on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data ('Directive') until such time that it is replaced by Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, applicable as of May 25, 2018, subject to Section 3.4 of this Data Processing Agreement; and (ii) any other data privacy or data protection law or regulation that applies to Oracle's obligations or Your obligations under this Data Processing Agreement;

2.2 "**You**" means the customer entity that has executed the order;

2.3 "**Data Subject**", "**Data Protection Impact Assessments**", "**Data Protection Officer**", "**Process/Processing**", "**Supervisory Authority**", "**Controller**", "**Processor**" and "**Binding Corporate Rules**" (or any of the equivalent terms) have the meaning set forth under Applicable Data Protection Law; the Parties further acknowledge that the foregoing terms are defined and applied within the General Data Privacy Regulation (GDPR) applicable to certain actions within European Union member countries.

2.4 "**EU Model Clauses**" means the standard contractual clauses annexed to the EU Commission Decision 2010/87/EU of 5 February 2010 for the Transfer of Personal Data to Processors established in Third Countries under the Directive 95/46/EC, or any successor standard contractual clauses that may be adopted pursuant to an EU Commission decision;

2.5 "**Argentinean Model Clauses**" means the Model Agreement of International Transfer of Personal Data for the case of Personal Data Assignment (Contrato modelo de transferencia internacional de datos personales con motivo de la cesión de datos personales), approved by the National Directorate for Personal Data Protection on 2 November 2016;

2.6 "**Oracle**" means the Oracle Affiliate that has executed the order or the Cloud Services Agreement;

2.7 "**Oracle Affiliate(s)**" means the subsidiar(y)(ies) of Oracle Corporation that may assist in the performance of the Cloud Services as set forth in Section 3.3;

2.8 "**Personal Data**" means any information relating to a Data Subject that Oracle may Process on Your behalf as part of the Cloud Services; Further, You assert that all such Personal Data shall be collected, processed and stored as functions of the State of North Carolina authorized by Applicable Law;

2.9 "**Third Party Subprocessor**" means a third party subcontractor, other than an Oracle Affiliate, engaged by Oracle and which may Process Personal Data as set forth in Section 3.3.

Other capitalized terms have the definitions provided for them in the Cloud Services Agreement or as otherwise specified below.

3. Obligations for Personal Data and the Purpose of Processing

3.1 You are responsible for compliance with Your obligations, subject to Sections 2.1 and 3.4, under Applicable Data Protection Law, and for Your decisions and actions concerning the processing of such Personal Data.

3.2 Oracle is and will at all times remain solely a Processor and not a Controller with regard to the Personal Data provided by You to Oracle under the Cloud Services Agreement. Oracle is responsible for compliance with its obligations under this Data Processing Agreement and for compliance with its obligations as a Processor under Applicable Data Protections Law.

3.3 Oracle and any persons acting under the authority of Oracle, including any Oracle Affiliates and Third Party Subprocessors as set forth in Section 8, will Process Personal Data solely for the purpose of (i) providing the Cloud Services in accordance with the Cloud Services Agreement and this Data Processing Agreement (ii) complying with Your documented written instructions in accordance with Section 5, or (iii) complying with Oracle's regulatory obligations in accordance with Section 13.

3.4 Notwithstanding any other term or provision in this Data Processing Agreement, nothing herein is intended nor shall be interpreted as You waiving any claim or defense based on the principle of Sovereign or State immunity that otherwise would be available to You, the State of North Carolina, as an independent state of the United States of America and not a member of the European Union, or any of Your agencies, under Applicable Law. Further, nothing herein is intended nor shall be interpreted as You, the State of North Carolina, or any of Your agencies, contractually submitting yourself to the laws or jurisdiction of another state,

nation or foreign government; and as to You, the United States Constitution, the North Carolina State Constitution and applicable federal and North Carolina laws shall govern. Additionally, You assert that You do not consider yourself a Controller, and this Data Processing Agreement is not the specific agreement contemplated by the GDPR.

4. Categories of Personal Data and Data Subjects

4.1 In order to perform the Cloud Services and depending on the Cloud Services You have ordered, Oracle may Process some or all of the following categories of Personal Data: personal contact information such as name, home address, home telephone or mobile number, fax number, email address, and passwords; information concerning family, lifestyle and social circumstances including age, date of birth, marital status, number of children and name(s) of spouse and/or children; employment details including employer name, job title and function, employment history, salary and other benefits, job performance and other capabilities, education/qualification, identification numbers, social security details and business contact details; financial details; goods and services provided; unique IDs collected from mobile devices, network carriers or data providers, IP addresses, and online behavior and interest data.

4.2 Categories of Data Subjects whose Personal Data may be Processed in order to perform the Cloud Services may include, among others, Your representatives and end users, such as Your employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients.

4.3 Additional categories of Personal Data and/or Data Subjects may be described in the Cloud Services Agreement. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special personal data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications.

5. Your Instructions

5.1 Oracle will Process Personal Data on Your written instructions as specified in the Cloud Services Agreement and this Data Processing Agreement, including instructions regarding data transfers as set forth in Section 7.

5.2 You may provide additional instructions in writing to Oracle with regard to Processing of Personal Data in accordance with Applicable Data Protection Law. Oracle will comply with all such instructions to the extent necessary for Oracle to (i) comply with its Processor obligations under Applicable Data Protection Law; or (ii) assist You to comply with Your Controller obligations under Applicable Data Protection Law, subject to Sections 2.1 and 3.4, relevant to Your use of the Cloud Services, including assistance with notifying Personal Data breaches as set forth in Section 11, Data Subject requests as set forth in Section 6, and Data Protection Impact Assessments (DPIAs).

5.3 To the extent required by Applicable Data Protection Law, Oracle will immediately inform You if, in its opinion, Your instruction infringes Applicable Data Protection Law. You acknowledge and agree that Oracle is not responsible for performing legal research and/or for providing legal advice to You.

5.4 Without prejudice to Oracle's obligations under this Section 5, the parties will negotiate in good faith with respect to any charges or fees that may be incurred by Oracle to comply with instructions with regard to the

Processing of Personal Data that require the use of resources different from or in addition to those required for the provision of the Cloud Services.

6. Rights of Data Subjects

6.1 Oracle will grant You electronic access to Your Cloud Services environment that holds Personal Data to enable You to respond to requests from Data Subjects to exercise their rights under Applicable Data Protection Law, including requests to access, delete or erase, restrict, rectify, receive and transmit, block access to or object to Processing of specific Personal Data or sets of Personal Data.

6.2 To the extent such electronic access is not available to You, You can submit a "service request" via My Oracle Support, or other applicable primary support tool provided for the Services), and provide detailed written instructions to Oracle (including the Personal Data necessary to identify the Data Subject) on how to assist with such Data Subject requests in relation to Personal Data held in Your Cloud Services environment. Oracle will promptly follow such instructions. If applicable, the parties will negotiate in good faith with respect to any charges or fees that may be incurred by Oracle to comply with instructions that require the use of resources different from or in addition to those required for the provision of the Cloud Services.

6.3 If Oracle directly receives any Data Subject requests regarding Personal Data, it will promptly pass on such requests to You without responding to the Data Subject if the Data Subject identifies You as the Data Controller. If the Data Subject does not identify You, Oracle will instruct the Data Subject to contact the entity responsible for collecting their Personal Data.

7. Personal Data Transfers

7.1 Personal Data held in Your Cloud Services environment will be hosted in the data center region specified in the Cloud Services Agreement or otherwise selected by You. Oracle will not migrate Your Cloud Services environment to a different data center region without Your prior written authorization.

7.2 Without prejudice to Section 7.1, Oracle may access and Process Personal Data on a global basis as necessary to perform the Cloud Services, including for IT security purposes, maintenance and performance of the Cloud Services and related infrastructure, Cloud Services technical support and Cloud Service change management. You assert, however, that Processing conducted by Oracle shall not subject the data, nor You, to the laws of a foreign jurisdiction.

7.3 To the extent such global access involves a transfer of Personal Data originating from the European Economic Area ("EEA") or Switzerland to Oracle Affiliates or Third Party Subprocessors located in countries outside the EEA or Switzerland that have not received a binding adequacy decision by the European Commission or by a competent national EEA data protection authority, such transfers, as to Oracle and subject to Section 3.4, are subject to (i) the terms of the EU Model Clauses incorporated into this Data Processing Agreement by reference; or (ii) other binding and appropriate transfer mechanisms that provide an adequate level of protection in compliance with Applicable Data Protection Law, such as approved Binding Corporate Rules for Processors. For the purposes of the EU Model Clauses, Oracle agrees that (i) Oracle will act on its own behalf and/or on behalf of the relevant Oracle Affiliates as the data importers, (ii) any Third Party Subprocessors will act as 'subcontractors' pursuant to Clause 11 of the EU Model Clauses.

7.4 To the extent such global access involves a transfer of Personal Data originating from Argentina to Oracle Affiliates or Third Party Subprocessors located in countries outside Argentina that have not received a binding adequacy decision by the National Directorate for Personal Data Protection, such transfers, as to Oracle and subject to Section 3.4, are subject to (i) the terms of the Argentinean Model Clauses incorporated into this Data Processing Agreement by reference; or (ii) other binding and appropriate transfer mechanisms that provide an adequate level of protection in compliance with Applicable Data Protection Law.

7.5 Transfers of Personal Data originating from other locations globally to Oracle Affiliates or Third Party Subprocessors are subject to (i) for Oracle Affiliates, the terms of the Oracle Intra-Company Data Processing and Transfer Agreement entered into between Oracle Corporation and the Oracle Affiliates, which requires all transfers of Personal Data to be made in compliance with all applicable Oracle security and data privacy policies and standards; and (ii) for Third Party Subprocessors, the terms of the relevant Oracle Third Party Subprocessor agreement incorporating security and data privacy requirements consistent with the relevant requirements of this Data Processing Agreement.

7.6 As to Oracle and subject to Section 3.4, the terms of this Data Processing Agreement shall be read in conjunction with the EU Model Clauses, the Argentinean Model Clauses and other applicable transfer mechanisms pursuant to this Section 7.

8. Oracle Affiliates and Third Party Subprocessors

8.1 Subject to the terms and restrictions specified in Sections 3.3, 7 and 8, You agree that Oracle may engage Oracle Affiliates and Third Party Subprocessors to assist in the performance of the Cloud Services.

8.2 Oracle maintains lists of Oracle Affiliates and Third Party Subprocessors that may Process Personal Data. These lists are available to You via My Oracle Support, Document ID 2121811.1 (or other applicable primary support tool provided for the Services). If You would like to receive notice of any intended changes to these lists, You can sign up per the instructions on Document ID 2288528.1.

8.3 Within fourteen (14) calendar days of Oracle providing such notice to You, You may object to the intended involvement of a Third Party Subprocessor or Oracle Affiliate in the performance of the Cloud Services, providing objective justifiable grounds related to the ability of such Third Party Subprocessor or Oracle Affiliate to adequately protect Personal Data in accordance with this Data Processing Agreement or Applicable Data Protection Law in writing by submitting a “service request” via My Oracle Support, or other applicable primary support tool provided for the Services. In the event Your objection is justified, You and Oracle will work together in good faith to find a mutually acceptable resolution to address such objection, including but not limited to reviewing additional documentation supporting the Third Party Subprocessors’ or Oracle Affiliate’s compliance with this Data Processing Agreement or Applicable Data Protection Law, or delivering the Cloud Services without the involvement of such Third Party Subprocessor. To the extent You and Oracle do not reach a mutually acceptable resolution within a reasonable timeframe, You shall have the right to terminate the relevant Cloud Services (i) upon serving prior notice in accordance with the terms of the Cloud Services Agreement; (ii) without liability to You and Oracle and (iii) without relieving You from Your payment obligations under the Cloud Services Agreement up to the date of termination. If the termination in accordance with this Section 8.3 only pertains to a portion of Cloud Services under an order, You will enter into an amendment or replacement order to reflect such partial termination.

8.4 The Oracle Affiliates and Third Party Subprocessors are required to abide by the same level of data protection and security as Oracle under this Data Processing Agreement as applicable to their Processing of Personal Data. You may request that Oracle audit a Third Party Subprocessor or provide confirmation that such an audit has occurred (or, where available, obtain or assist customer in obtaining a third-party audit report concerning the Third Party Subprocessor's operations) to verify compliance with such obligations. You will also be entitled, upon written request, to receive copies of the relevant privacy and security terms of Oracle's agreement with any Third Party Subprocessors and Oracle Affiliates that may Process Personal Data.

8.5 Oracle remains responsible at all times for the performance of the Oracle Affiliates' and Third Party Subprocessors' obligations in compliance with the terms of this Data Processing Agreement and Applicable Data Protection Law.

9. Technical and Organizational Measures, and Confidentiality of Processing

9.1 Oracle has implemented and will maintain appropriate technical and organizational security measures for the Processing of Personal Data. These measures take into account the nature, scope and purposes of Processing as specified in this Data Processing Agreement, and are intended to protect Personal Data against the risks inherent to the Processing of Personal Data in the performance of the Cloud Services, in particular risks from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.

9.2 In particular, Oracle has implemented the physical access, system access, data access, transmission and encryption, input, data backup, data segregation and security oversight, enforcement and other security controls and measures specified in the Service Specifications. You are advised to carefully review the applicable Service Specifications to understand which specific security measures and practices apply to the particular Cloud Services ordered by You, and to ensure that these measures and practices are appropriate for the Processing of Personal Data pursuant to this Data Processing Agreement.

9.3 All Oracle and Oracle Affiliate staff, as well as any Third Party Subprocessors that may have access to Personal Data are subject to appropriate confidentiality arrangements.

10. Audit Rights and Cooperation with You and Your Supervisory Authorities

10.1 You may audit Oracle's compliance with its obligations under this Data Processing Agreement up to once per year. In addition, to the extent required by Applicable Data Protection Law, including where mandated by Your Supervisory Authority, You or Your Supervisory Authority may perform more frequent audits, including inspections of the Cloud Service data center facility that Processes Personal Data. Oracle will contribute to such audits by providing You or Your Supervisory Authority with the information and assistance reasonably necessary to conduct the audit, including any relevant records of Processing activities applicable to the Cloud Services ordered by You.

10.2 If a third party is to conduct the audit, the third party must be mutually agreed to by You and Oracle (except if such Third Party is a competent Supervisory Authority). Oracle will not unreasonably withhold its consent to a third party auditor requested by You. The third party must execute a written confidentiality agreement acceptable to Oracle or otherwise be bound by a statutory confidentiality obligation before conducting the audit.

10.3 To request an audit, You must submit a detailed proposed audit plan to Oracle at least two weeks in advance of the proposed audit date. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Oracle will review the proposed audit plan and provide You with any concerns or questions (for example, any request for information that could compromise Oracle security, privacy, employment or other relevant policies). Oracle will work cooperatively with You to agree on a final audit plan.

10.4 If the requested audit scope is addressed in a SSAE 16/ISAE 3402 Type 2, ISO, NIST, PCI DSS, HIPAA or similar audit report issued by a qualified third party auditor within the prior twelve months and Oracle provides such report to You confirming there are no known material changes in the controls audited, You agree to accept the findings presented in the third party audit report in lieu of requesting an audit of the same controls covered by the report. Nothing herein shall be construed as a derogation of the State Auditor's authority or the State CIO's authority as granted by NCGS §§ 147-64.7(a) and 143B-1378, respectively.

10.5 The audit must be conducted during regular business hours at the applicable facility, subject to the agreed final audit plan and Oracle's health and safety or other relevant policies, and may not unreasonably interfere with Oracle business activities.

10.6 You will provide Oracle any audit reports generated in connection with any audit under this Section 10, unless prohibited by laws governing Your jurisdiction. You may use the audit reports only for the purposes of meeting Your regulatory audit requirements and/or confirming compliance with the requirements of this Data Processing Agreement. The audit reports are Confidential Information of the parties under the terms of the Cloud Services Agreement and to the extent that maintaining the confidentiality of the information does not violate NCGS § 132.1 et seq., the parties shall do so.

10.7 Any audits are at Your expense. The parties will negotiate in good faith with respect to any charges or fees that may be incurred by Oracle to provide assistance with an audit that requires the use of resources different from or in addition to those required for the provision of the Cloud Services.

11. Incident Management and Personal Data Breach Notification

11.1 Oracle promptly evaluates and responds to incidents that create suspicion of or indicate unauthorized access to or Processing of Personal Data ("Incident"). All Oracle and Oracle Affiliates staff that have access to or Process Personal Data are instructed on responding to Incidents, including prompt internal reporting, escalation procedures, and chain of custody practices to secure relevant evidence. Oracle's agreements with Third Party Subprocessors contain similar Incident reporting obligations.

11.2 In order to address an Incident, Oracle defines escalation paths and response teams involving internal functions such as Information Security and Legal. The goal of Oracle's Incident response will be to restore the confidentiality, integrity, and availability of the Cloud Services environment and the Personal Data that may be contained therein, and to establish root causes and remediation steps. Depending on the nature and scope of the Incident, Oracle may also involve and work with You and outside law enforcement to respond to the Incident.

11.3 To the extent Oracle becomes aware and determines that an Incident qualifies as a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed on Oracle systems or the Cloud

Services environment that compromises the security, confidentiality or integrity of such Personal Data ("Personal Data Breach"), Oracle will inform You of such Personal Data Breach without undue delay but at the latest within 24 hours.

11.4 Oracle will take reasonable measures designed to identify the root cause(s) of the Personal Data Breach, mitigate any possible adverse effects and prevent a recurrence. As information regarding the Personal Data Breach is collected or otherwise reasonably becomes available to Oracle and to the extent permitted by law, Oracle will provide You with (i) a description of the nature and reasonably anticipated consequences of the Personal Data Breach; (ii) the measures taken to mitigate any possible adverse effects and prevent a recurrence; (iii) where possible, the categories of Personal Data and Data Subjects including an approximate number of Personal Data records and Data Subjects that were the subject of the Personal Data Breach; and (iv) other information concerning the Personal Data Breach reasonably known or available to Oracle that You may be required to disclose to a Supervisory Authority or affected Data Subject(s), subject to Sections 2.3 and 3.4.

11.5 Unless otherwise required under Applicable Data Protection Law, the parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected Data Subjects and/or notices to the relevant Supervisory Authorities.

12. Return and Deletion of Personal Data upon Termination of Cloud Services

12.1 Following termination of the Cloud Services, Oracle will return or otherwise make available for retrieval Your Personal Data then available in Your Cloud Services environment, unless otherwise expressly stated in the Service Specifications. For Cloud Services for which no data retrieval functionality is provided by Oracle as part of the Cloud Services, You are advised to take appropriate action to back up or otherwise store separately any Personal Data while the production Cloud Services environment is still active prior to termination.

12.2 Upon termination of the Cloud Services or upon expiry of the retrieval period following termination of the Cloud Services (if available), Oracle will promptly delete all copies of Personal Data from the Cloud Services environment by rendering such Personal Data unrecoverable, except as may be required by law. Oracle's data deletion practices are described in more detail in the Service Specifications.

13. Legally Required Disclosure Requests

13.1 If Oracle receives any subpoena, judicial, administrative or arbitral order of an executive or administrative agency, regulatory agency, or other governmental authority which relates to the Processing of Personal Data ("Disclosure Request"), it will promptly pass on such Disclosure Request to You without responding to it, unless otherwise required by applicable law (including to provide an acknowledgement of receipt to the authority that made the Disclosure Request).

13.2 At Your request, Oracle will provide You with reasonable information in its possession that may be responsive to the Disclosure Request and any assistance reasonably required for You to respond to the Disclosure Request in a timely manner.

14. Data Protection Officer

14.1 Oracle has appointed a Global Data Protection Officer. Further details on how to contact Oracle's Global Data Protection Officer are available here.

14.2 If You have appointed a Chief Risk Officer or Data Protection Officer, You may request Oracle to include the contact details of Your Chief Risk Officer or Data Protection Officer in the order, or may subsequently communicate the relevant contact details to Oracle by submitting a “service request” via My Oracle Support.

EXHIBIT C

CLOUD SERVICES ORDERING DOCUMENT

Attached – Next Page

CHERRYROAD CLOUD SERVICES ORDERING DOCUMENT

Name	CherryRoad Technologies	**Contact**	Jim Haag
Address	301 Gibraltar Dr Ste 2c MORRIS PLAINS NJ 07950	**Phone Number**	973-541-4213
		Email Address	jhaag@cherryroad.com

End User Name:

End User Address:

End User Technical Contact:

Phone Number:

Email Address:

End User Technical Contact:

Phone Number:

Email Address:

New Subscription

(Insert Pricing Chart)

A. TERMS AND FEES FOR ORDERED CLOUD SERVICES

1. Cloud Services Ordered

The (insert client name) ("You" or "end user"), has ordered the cloud services described above for your use consistent with the CherryRoad Services Agreement, dated _____ (the "Agreement") and CherryRoad/Oracle Public Sector Cloud Services Agreement (CSA) dated _____.

2. Payment Terms:

a. Your payment frequency is annual in advance. CherryRoad will invoice You on the effective date of this ordering document for the annual amount of the SaaS fees. Payment is due Net 30 days from invoice date.

All fees on this ordering document are in US Dollars.

3. Offer Validity:

This order is valid through _____ and shall become binding upon execution by you and acceptance by Oracle.

4.Renewal of Cloud Services:

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the cloud services acquired under this order will not auto-renew.

5.Price Hold for Cloud Services:

During the services period, you may order additional quantities of the cloud services acquired under this ordering document at the Unit Net Price specified above. This price hold does not apply to Eloqua Marketing Platform Cloud Service, any renewals or extensions of the cloud services ordered under this ordering document, to cloud services ordered pursuant to a separate Oracle discount or promotion, or to any cloud services other than those listed in the initial purchase under this ordering document.

B. Additional End User Terms

1. Terms:
All products and services listed on this ordering document are provided by CherryRoad under, and subject to, the terms of this ordering document, the Agreement and the CSA. Any terms and conditions on your purchase order are void and have no legal effect. For cloud services, you may not reduce the quantity of services purchased hereunder (e.g., user or record counts, storage, etc), in whole or in part, during the services period set forth above. The services period for the cloud services commences on the date stated in the ordering document, or, if none is provided in the ordering document (the day the end user login names and password are issued to the end user to access the cloud services under the ordering document (the “Cloud Services Start Date”).

2. Option Years

For clarification purposes, you shall have an option to renew the subscription for the services listed in the table above at the same usage limits for six (6) additional 12- month renewal periods (each such renewal period, an "Option Year") for the fees specified in the table immediately following this paragraph. Professional Services are not included in the Option Years.

The cloud services listed above may not be renewed at the option year pricing specified if: (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services set forth in this Ordering Document.

Option Year Number	Net Fee
1	
2	
3	

4	
5	
6	

c. Other

1.Entire Agreement

By signing below, we each agree that the agreement and this ordering document constitute the entire agreement between you and CherryRoad with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions on any document (e.g., on a purchase order or elsewhere) shall apply. This order is placed subject to the terms of the agreement.

The signature below affirms your commitment to pay for the cloud services ordered in accordance with the terms of this ordering document and the agreement.

Insert LEA Client Name

Signature _____

Name _____

Title _____

Signature Date _____

CherryRoad Technologies Inc

Signature _____

Name _____

Title _____

Signature Date _____

EXHIBIT D

CERTIFICATE OF LIABILITY INSURANCE

Attached – Next Page

2CHE625 OP ID: JB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RICHARDS & SUMMERS, INC. 76 Broadway, P.O. Box 68 Denville, NJ 07834 Thomas Sweeney 973-627-0100	CONTACT NAME: Jessica Blake, CLCS PHONE (A/C, No, Ext): 973-627-0100 FAX (A/C, No): E-MAIL ADDRESS: JessicaBlake@RichSum.com
INSURED CherryRoad Technologies Inc. 301 Gibraltar Drive, Suite 2C Morris Plains, NJ 07950	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Fire Insurance Co. — 19682 INSURER B : Twin City Fire Ins. Co — 29459 INSURER C : Hartford Underwriters Ins. Co. — 30104 INSURER D : Hartford Casualty — 29424 INSURER E : WESTCHESTER FIRE INSURANCE CO — 10030 INSURER F : Beazley Insurance Company — 37540

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	13UUNBL9029	09/16/2018	09/16/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	13UUNBL9029	09/16/2018	09/16/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	13RHUUK5568	09/16/2018	09/16/2019	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	13WEBV0267	01/01/2019	01/01/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liab. Cyber Liability			G28163265 003	09/20/2018	09/20/2019	Per Claim Aggregate	10,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CherryRoad Technologies Inc
301 Gibraltar Dr, Suite 2C
Morris Plains, NJ 07950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas S Sweeney

ACORD 25 (2016/03)

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NOTEPAD INSURED'S NAME: CherryRoad Technologies Inc. | 2CHE625 OP ID: JB | PAGE 2 | Date 12/11/2018

(E). Professional Liability/Cyber Liability under Policy# G28163265 003
coverage continued:
Retroactive Date:
A. Technology and Internet Errors and Omissions Liability:
09/20/1996
01/20/2006 ($5,000,000 Excess of $5,000,000)
10/26/2005 ($2,000,000 Excess if $3,000,000)
B. Electronic Media Activites Liability: 09/20/2006
C. Network Security Liability: 09/20/2006
D. Privacy Liability: 09/20/2006
E. Data Breach Fund:
09/20/2006
09/20/2016 ($9,500,000 excess of $500,000)
F. Network Extortion Threat:
09/20/2006
12/10/2015 ($9,900,000 Excess of $100,000)
G. Miscellaneous Professional Services Liability: 09/20/2006

(E). Professional Liability/Cyber Liability under Policy# G28163265 003
coverage continued:
A. Technology and Internet Errors and Omissions Liability
Each Claim: $10,000,000
Aggregate: $10,000,000
B. Electronic Media Activities Liability
Each Claim: $10,000,000
Aggregate: $10,000,00
C. Network Security Liability
Each Claim: $10,000,000
Aggregate: $10,000,000
D. Privacy Liability
Each Claim: $10,000,000
Aggregate: $10,000,000
E. Data Breach Fund
Each Claim: $10,000,000
Aggregate: $10,000,000

(E). Professional Liability/Cyber Liability under Policy# G28163265 003
coverage continued:
F. Network Extortion Threat
Each Claim: $10,000,000
Aggregate: $10,000,000
G. Miscellaneous Professional Services Liability
Each Claim: $1,000,000
Aggregate: $1,000,000
Deductible: $100,000
H. Digital Asset Coverage
Each Claim: $10,000,000
Aggregate: $10,000,000
I. Business Interruption Coverage
Each Claim: $10,000,000
Aggregate: $10,000,000
J. Contingent Business Interruption
Each Claim: $1,000,000
Aggregate: $1,000,000

(F) Excess Professional Liability/Cyber Liability
Policy#: V1C937180301
Effective Date: 09/20/2018 to 09/20/2019
Limits:
Per Claim: $10,000,000
Aggregate: $10,000,000

NOTEPAD | INSURED'S NAME: CherryRoad Technologies Inc. | 2CHE625 OP ID: JB | PAGE 3 | Date 12/11/2018

(B) Crime Policy
Policy#: 13KB0224244-18
Effective Date: 04/20/2018 to 04/20/2019

	Limit of Insurance	Retention(s)
1. Employee Theft	$5,000,000	$25,000
2. Forgery or Alteration Including Credit Cards	$3,000,000	$25,000
3. Inside The Premises - Money, Securities and Other Property	$3,000,000	$25,000
4. Outside The Premises - Money, Securities and Other Property	$3,000,000	$25,000
5. Computer and Funds Transfer Fraud	$3,000,000	$25,000
6. Money Orders and Counterfeit Currency	$50,000	$0

(B) Crime Policy
Policy#: 13KB0224244-18
Effective Date: 04/20/2018 to 04/20/2019

	Limit of Insurance	Retention(s)
7. Computer Systems Restoration Expenses	$25,0000	$1,000
8. Identity Recovery Expenses Reimbursement	$25,000	$250
9. Deception Fraud	$100,000	$10,000
10.Theft Of Clients' Property Off Premises	$5,000,000	$25,000
11.Investigative Expense Sublimit	$25,000	$0

Workers Compensation Carriers By State
States: AL, AZ, AR, AK, CO, DE, GA, IL, KS, ME, MA, MI, MS, NH, OR, RI, SC
Carrier:Twin City Fire Insurance Company
NAIC: 29459
States: CA
Carrier: Hartford Insurance Company of the Midwest
NAIC: 37478
States: MN, CT, NV, TX, DE, PA
Carrier: Hartford Casualty Insurance Company
NAIC: 29424

Workers Compensation Carriers By State
States: OK, NC, NJ, FL, IA, MD, MO, WI, HI
Carrier: Hartford Underwriters Insurance Company
NAIC: 30104
States: IN, NM, SD, UT
Carrier: Hartford Accident & Indemnity Company
NAIC: 22357
States: KY, LA
Carrier: Sentinel Insurance Company
NAIC: 11000
States: TN, MT
Carrier: Hartford Fire Insurance Company
NAIC: 19682

NOTEPAD | INSURED'S NAME: CherryRoad Technologies Inc. | 2CHE625 OP ID: JB | PAGE 4 | Date 12/11/2018

Workers Compensation Carriers By State
State: NY, VT, VA
Carrier: Property and Casualty Insurance Company of Hartford
NAIC: 34690

GENERAL LIABILITY AND AUTO LIABILITY COVERAGE INCLUDES 30 DAYS NOTICE OF CANCELLATION, EXCEPT 10 DAYS NOTICE FOR NONPAYMENT OF PREMIUM PER FORM IH0313 06/11 (NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS).

WORKERS COMPENSATION INCLUDES 30 DAYS NOTICE OF CANCELLATION, EXCEPT 10 DAYS NOTICE FOR NONPAYMENT OF PREMIUM PER FORM WC990394 (NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS).

THE CITY, ITS ELECTED AND APPOINTED OFFICIALS AND EMPLOYEES ARE INCLUDED AS AN ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTORY BASIS WITH RESPECTS TO WORK BEING DONE BY INSURED AND IF REQUIRED BY WRITTEN CONTRACT FOR GENERAL LIABILITY AND AUTO LIABILITY PER FORMS HG0001 06/05 (COMMERCIAL GENERAL LIABILITY COVERAGE FORM) AND AUTO LIABILITY COVERAGE FORM HA9916 03/12 (COMMERCIAL AUTOMOBILE BROADFORM ENDORSEMENT). UMBRELLA IS FOLLOW FORM.