

MEETING DATE: 10/10/2011

AGENDA ITEM: Approval of a Professional Services Agreement with Spinnaker Support, LLC to provide maintenance and technical support for the City's legacy financial system.

ATTACHMENTS

- | | |
|--|---------|
| A. Oracle Service Renewal Agreement | 1 - 10 |
| B. Spinnaker Support – Statement of Work | 11 - 16 |



16-Aug-11

Michele Williams
City of Culver
9770 Culver Boulevard
CULVER CITY
CA 90232
United States

Dear Michele Williams

The technical support services and benefits provided under service contract number P-JD-M00815-000--73 will expire, or have expired, on 30-Nov-11. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may describe services that you have ordered that are in addition to the services that you are renewing.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number P-JD-M00815-000--73, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 1-Nov-11.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

Aaron Anastasi
Oracle Support Services
E-mail: aaron.anastasi@oracle.com
Tel.: +19163155652
Fax: +19163155657



Ordering Document

Service Contract #: P-JD-M00815-000--73 Offer Expires: 30-Nov-11 Payment Terms: 30 NET from date of invoice Billing Terms: Quarterly in Arrears	Renewal Contact: Aaron Anastasi Telephone: +19163155652 Fax: +19163155657 E-mail: aaron.anastasi@oracle.com
CUSTOMER: City of Culver	
QUOTE TO Account Contact: Michele Williams Account Name: City of Culver Address: 9770 Culver Boulevard CULVER CITY CA 90232 United States Telephone: 310 253.5959 Fax: E-mail: michele.williams@culvercity.org	BILL TO Account Contact: Accounts Payable Account Name: City of Culver Address: PO Box 507 CULVER CITY CA 90232 United States Telephone: Fax: E-mail: @

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Aaron Anastasi at aaron.anastasi@oracle.com or +19163155657. Please also include service contract number P-JD-M00815-000--73 on such reply.

Service Details

Service Level: Software Update License & Support					End Date: 30-Nov-12	
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
Jd Edwards World Sales Order Management	14488154	1			1-Dec-11	0.00
Jd Edwards World World Writer	14488154	1			1-Dec-11	0.00
Jd Edwards World Dream Writer	14488154	1			1-Dec-11	0.00
Jd Edwards World Warehouse Management	14488154	1			1-Dec-11	0.00
Jd Edwards World Multi-Currency - Base	14488154	1			1-Dec-11	0.00
JD Edwards World Plant And Equipment Maintenance Management	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Accounts Receivable	14488154	1			1-Dec-11	0.00
Jd Edwards World Fixed Assets	14488154	1			1-Dec-11	0.00
JD Edwards World Financial Planning & Budgeting	14488154	1			1-Dec-11	0.00
Jd Edwards World Requirements Planning	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Sales Order Entry	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Requirements Planning	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Suite Named Users	14488154	76	USER		1-Dec-11	61,799.37
Jd Edwards World Computer Assisted Design	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Advanced Pricing	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Human Resources Management	14488154	1			1-Dec-11	0.00
Jd Edwards World Procurement	14488154	1			1-Dec-11	0.00
Jd Edwards World Time Accounting	14488154	1			1-Dec-11	0.00
Jd Edwards World Accounts Payable	14488154	1			1-Dec-11	0.00
Jd Edwards World General Ledger	14488154	1			1-Dec-11	0.00
Jd Edwards World Worldvision Gui Self-Service U	14488154	295	USER		1-Dec-11	0.00
JD Edwards EnterpriseOne Bulk Stock Inventory	14488154	1			1-Dec-11	0.00

Service Level:	Software Update License & Support	End Date: 30-Nov-12
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
Jd Edwards World Cash Basis Accounting	14488154	1			1-Dec-11	0.00
Jd Edwards World Financial Reporting	14488154	1			1-Dec-11	0.00
Jd Edwards World Multi-Site Consolidations	14488154	1			1-Dec-11	0.00
Jd Edwards World Address Book	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Foundation - Order Processing	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne HCM Foundation	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Sales Order Processing	14488154	1			1-Dec-11	0.00
JD Edwards World Case Foundation Environment/Tool Kit	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Project Costing	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Capital Asset Management	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Accounts Payable	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Fixed Asset Accounting	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Contract and Service Billing	14488154	1			1-Dec-11	0.00
Jd Edwards World Quality Management	14488154	1			1-Dec-11	0.00
JD Edwards World U.S. Payroll Processing	14488154	1			1-Dec-11	0.00
Jd Edwards World Work Order Management	14488154	1			1-Dec-11	0.00
Jd Edwards World Conversion Programs	14488154	1			1-Dec-11	0.00
Jd Edwards World Documentation	14488154	1			1-Dec-11	0.00
Jd Edwards World Electronic Mail	14488154	1			1-Dec-11	0.00
JD Edwards World Enterprise Facility Planning	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Technology Foundation	14488154	1			1-Dec-11	0.00
Jd Edwards World Accounts Receivable	14488154	1			1-Dec-11	0.00
Jd Edwards World Advanced Forecasting	14488154	1			1-Dec-11	0.00

Service Level:	Software Update License & Support	End Date: 30-Nov-12
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
JD Edwards EnterpriseOne Suite Moderate User	14488154	10	USER		1-Dec-11	1,803.02
Jd Edwards World Electronic Burst & Bind	14488154	1			1-Dec-11	0.00
Jd Edwards World Agreement Management	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Procurement and Subcontract Management	14488154	1			1-Dec-11	0.00
Jd Edwards World Advanced Stock Valuation	14488154	1			1-Dec-11	0.00
Jd Edwards World Bulk Stock Management	14488154	1			1-Dec-11	0.00
JD Edwards World Inventory / OP Base	14488154	1			1-Dec-11	0.00
JD Edwards World FASTR	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Quality Management	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne General Ledger	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Foundation - Work Order	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Advanced Stock Valuation	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Us Payroll	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Agreement Management	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Foundation - Address Book	14488154	1			1-Dec-11	0.00
Jd Edwards World Technical Aids	14488154	1			1-Dec-11	0.00
Jd Edwards World Technical Foundation	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Inventory Management	14488154	1			1-Dec-11	0.00
Jd Edwards World Inventory Management	14488154	1			1-Dec-11	0.00
Jd Edwards World Computer Operations	14488154	1			1-Dec-11	0.00
Jd Edwards World EDI	14488154	1			1-Dec-11	0.00
Jd Edwards World Security Officer	14488154	1			1-Dec-11	0.00
JD Edwards EnterpriseOne Suite Inquiry User	14488154	114	USER		1-Dec-11	8,711.81
Jd Edwards World Advanced Pricing	14488154	1			1-Dec-11	0.00

Service Level: Software Update License & Support					End Date: 30-Nov-12	
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
Jd Edwards World Human Resources Management	14488154	1			1-Dec-11	0.00
Jd Edwards World Project Costing	14488154	1			1-Dec-11	0.00
					Subtotal:	USD 72,314.20

Total Amount: USD 72,314.20

plus applicable tax

Notes:

1. If any of the fields listed above are blank, then such field(s) does not apply for the applicable programs and/or hardware.
2. If a change to the Service Details provided above is required, please contact Aaron Anastasi at +19163155652 or at aaron.anastasi@oracle.com and an updated ordering document will be provided to you.

GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, City of Culver represents that Customer has authorized City of Culver to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City of Culver agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to City of Culver during the term of service. Customer agrees that even if the Customer and the Bill To Account Name above are different, that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of City of Culver to make timely payment under this ordering document shall be deemed to be Customer's breach of this ordering document; and, c) in addition to any other remedies available to Oracle, it may terminate Customer's support for such nonpayment of fees.

The technical support services acquired under this ordering document are governed by the terms and conditions of the agreement that you executed for technical support from the vendor of the programs and/or hardware listed in the Service Details section above (i.e. Oracle, a vendor acquired by Oracle, or an authorized reseller of Oracle or of the acquired vendor). However, any use of the programs and/or hardware, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>. Customers who allow technical support to lapse may be subject to Oracle's reinstatement policy in effect at the time of reinstatement.

Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the agreement that you executed for technical support from the vendor of the programs and/or hardware listed in the Service Details section above (i.e. Oracle, a vendor acquired by Oracle, or an authorized reseller of Oracle or of the acquired vendor), and (ii) a form of payment acceptable to Oracle. Oracle normally accepts orders after receipt of a purchase order, check or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Please note that if the pre-tax value of this ordering document is USD \$2,000 or less, the technical support services on this ordering document must be paid either by credit card or electronic upload of a PO to the Online site.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable.

An invoice will only be issued upon receipt of a form of payment acceptable to Oracle. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If City of Culver is a tax exempt organization, a copy of City of Culver's tax exemption certificate must be submitted with City of Culver's purchase order, check, credit card or other acceptable form of payment.

PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Service Contract #: P-JD-M00815-000--73
- Term of Service: 1-Dec-11 to 30-Nov-12
- Final Total: USD 72,314.20 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, City of Culver agrees that the terms of this ordering document and the terms of the agreement described above supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

Check

If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Service Contract #: P-JD-M00815-000--73
- Term of Service: 1-Dec-11 to 30-Nov-12
- Final Total: USD 72,314.20 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, City of Culver agrees that only the terms of this ordering document and the terms of the agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid under a credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

- Service Contract #: P-JD-M00815-000--73
- Term of Service: 1-Dec-11 to 30-Nov-12
- Final Total: USD 72,314.20 (excluding applicable tax)

Credit Card Number

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, City of Culver agrees that only the terms of this ordering document and the terms of the agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

REMITTANCE DETAILS

Purchase orders or credit card details for the technical support services ordered hereto should be sent to:

Attn: Aaron Anastasi
Oracle Support Services
Fax: +19163155657
E-mail: aaron.anastasi@oracle.com

Checks for the technical support services ordered hereto should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 44471
San Francisco, CA 94144-4471

All Other States:

Oracle America, Inc
PO Box 71028
Chicago, IL 60694-1028

PROPOSAL FOR: CITY OF CULVER CITY

STATEMENT OF WORK # 1

LEVEL 3 – MAINTENANCE SUPPORT SERVICES

This Statement of Work is attached to, and is made a part of, that certain Support Services Agreement between Spinnaker Support, LLC (“Spinnaker”), and City of Culver City (“Customer”) dated September 30, 2011 (the “Agreement”). Unless explicitly stated otherwise in this Statement of Work, any capitalized terms shall have the meaning given to them in the Agreement.

1. Supported Products.

A. Production System.

Production Environment # (1)	
Customer’s System Physical Location:	Culver City, CA
Customer’s System Hosted by 3 rd Party? If Yes, please list hosting company.	No
Customer’s Support Team Location(s):	Culver City, CA
Customer’s Support Team Spoken Language(s):	English
Hardware Platform:	Wintel
Database Platform:	SQL Server 2008
Operating System:	Windows 2008
Remote System Access Method:	TeamViewer or Equivalent
Supported Runtime Languages:	None
Customizations:	None
3 rd -Party Integrations and Interfaces:	None
Licensor Maintenance End Date:	11/30/2011

B. Supported Products. The Supported Products are the products identified by Customer and listed in the table below, limited to the database platform, operating system, hardware platform, and runtime languages specified in Section 1(A), with Tax and Regulatory Coverage as listed in the table below and as consistent with the standard product as delivered by the Licensor. Customer acknowledges and agrees that Spinnaker will limit its Services under this Statement of Work to the listed Supported Products.

Supported Product (J.D. Edwards) List all applications requiring support	Current JDE Release	Current JDE Cume/Update Level and SP/Tools Release (if applicable)	Possible Future JDE Release	Production Environment Number
Foundation (Includes environment runtime applications. See Section 2.A.iii. for more information)	Xe (B7333)	SP23	None	1

<u>Financials:</u> Address Book Accounts Receivable Accounts Payable General Accounting <u>Distribution:</u> Procurement <u>Human Resources:</u> Time Accounting Time Entry HR & PR Foundation Employee Information Human Resources Benefits Admin Position Control Payroll USA Year-End Programs	Xe (B7333)	SP23	None	1
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Tax and Regulatory Coverage by Country List all applications requiring tax and regulatory support	Country	Current or other Vendor Providing Support	Regulatory Requirement (1099, W2, etc...)	Production Environment Number
Financials:	US	None	1099	1
Human Resources:	US	None	W-2	1

C. **Term.** The initial term for the Services under this Statement of Work shall be as follows:

Initial Term Begins:	Initial Term Ends:
December 1, 2011	November 30, 2013

Unless otherwise terminated pursuant to the Agreement, and provided the Services hereunder continue to be generally available from Spinnaker, this Statement of Work shall be automatically renewed for successive renewal terms of one (1) year each unless either party indicates its intention not to renew this Statement of Work at least sixty (60) days prior to the end of the then-current term. The initial term and all renewal terms of this Statement of Work shall be referred to as the “**Support Period**”.

2. Services.

Customer acknowledges and agrees that Spinnaker will provide consulting Services under this Statement of Work to Customer under Customer’s license agreement with the Licensor as a service provider working on Customer’s behalf, and that Spinnaker may make customizations, modifications, and recommendations for changes to the Supported Products on Customer’s behalf. Services provided pursuant to this Statement of Work shall include:

A. **Product Support.** Spinnaker will provide product diagnostic services, product fixes, and/or operational workarounds for Software Issues (as defined herein) identified for the Supported Products.

i. **Support for Software Issues.** Spinnaker will only attempt to diagnose and create fixes and/or workarounds for Software Issues reported for the Supported Products. A “**Software Issue**” is defined as a code defect that meets all of the following criteria: the code defect is (i) found by Customer in the online or batch code of the Supported Products in a non-production test or development environment or in un-

customized updates and fixes provided to Customer by the Licensor up through the date that Customer terminates its support services agreement with the Licensor for the Supported Products; (ii) is reported by Customer to Spinnaker during the Support Period; (iii) materially impacts Customer's ability to process data; and (iv) causes the failure of a material feature or function of the Supported Products.

ii. Use of Fixes and Updates. Fixes and updates provided by Spinnaker pursuant to this Statement of Work may only be used in the number of production environments listed in Section 1. Customer may use the provided fixes and updates in other environments as needed to test fixes and updates prior to moving the fixes and updates into production.

iii. Foundation Code, EnterpriseOne Toolset, Third Party Products, and Language Support. If listed as a Supported Product under this Statement of Work, Spinnaker will provide support for J.D. Edwards Foundation Code and Middleware. However, Customer understands and acknowledges that Spinnaker is not able to, and will not provide any fixes or updates for, the J.D. Edwards proprietary Foundation Code, EnterpriseOne Toolset, Middleware, or any third party products used, integrated or bundled with or embedded in the Supported Products since Customer nor Spinnaker have source code for these products. For purposes of example only, such third party products include, but are not limited to, operating systems, database systems, application servers, web servers, compilers, Citrix, online and batch processing tools, reporting tools, Vertex, Inc. tax processing updates, and analytic tools. Additionally, this Statement of Work expressly excludes any support for any issues related to language runtime objects other than American English, unless otherwise specified above.

B. Tax and Regulatory Support. Spinnaker will provide tax and regulatory updates for the Supported Products during the Support Period. Spinnaker Tax and Regulatory updates may only be used as an adjunct to the Supported Products in order for products to operate in accordance with J.D. Edwards documentation for the Supported Products. Spinnaker Tax and Regulatory updates usually include material software code updates. Spinnaker will provide only regulatory updates, including regulatory data collection and mandatory regulatory reporting for the core and non-localized versions of the Supported Products, except that Customer is solely responsible for purchasing or licensing tax updates from Vertex, Inc. as required for proper payroll (Vertex Payroll Tax Q or L Series), sales, property, Internet, VAT, and use tax processing with Supported Products during the Support Period. Customer understands and agrees such costs and fees paid to Vertex, Inc. are separate from the fees owed to Spinnaker under this Statement of Work, and Customer is responsible for contracting directly with Vertex, Inc. for such tax updates.

3. Fees. In consideration for Services provided pursuant to this Agreement, Customer agrees to pay Spinnaker fees as follows:

A. Initial Term: Fees for the initial term shall be in the amount of \$70,200.00 USD (United States Dollars), which shall be invoiced as follows:

Fees (US Dollars)	Invoice Date
\$ 42,200	October 15, 2011
\$ 28,000	July 1, 2012

Payments are due Net 30 days from date of invoice.

B. Renewal Terms: Spinnaker shall have the right to increase fees for any Renewal Term, except that any such increase shall not exceed 12% based upon the annual fee of the preceding Initial Term or Renewal Term.

4. Delivery of Software and Maintenance & e-Delivery Taxability. Spinnaker will use commercially reasonable efforts to deliver any product or operational fixes, tax or regulatory updates or other electronic or hard

copy deliverables provided under this Statement of Work (“Deliverables”) by making it available at the Customer location in: **Culver City, CA**

Customer agrees that in the event any physical delivery of Deliverables should occur, such delivery shall be rejected by Customer. Customer additionally acknowledges that should any Deliverables be unavailable electronically, a delay in receipt of such software or maintenance deliverable may extend until electronic delivery is available or until Spinnaker and Customer agree contractually on another form of delivery. Customer will defend and indemnify Spinnaker for any taxes, penalties and related interest (excluding taxes based on Spinnaker’s income) should such taxes result, as Spinnaker makes no representations regarding the taxability of such transaction.

5. **Service Level.** Customer will be entitled to receive emergency support (within the scope of Services under this Statement of Work) twenty-four hours a day, seven days a week (including major holidays). Response time commitment for a first live conversation between Spinnaker and Customer after Customer contacts Spinnaker for support is thirty (30) minutes or less.

6. **Customer Contacts.**

Primary Business Contact	Primary Accounts Payable Contact
Name: Steve Gill	Name: Click here to enter text.
Address1: 9770 Culver Blvd.	Address1: Click here to enter text.
Address2:	Address2: Click here to enter text.
Country: US	Country: Click here to enter text.
City, St, Zip: Culver City, CA 90232	City, St, Zip: Click here to enter text.
Phone: -(310) 253-5971	Phone: Click here to enter text.
Fax:	Fax: Click here to enter text.
Email: Steven.Gill@culvercity.org	Email: Click here to enter text.

7. **Transition Period.** If Customer is currently on a software maintenance contract with the Licensor, customer acknowledges that Spinnaker requires at least a thirty (30) day period of overlap with the Licensor’s software maintenance period in order to conduct an effective on-boarding process. Customer shall participate in the on-boarding process to assess and document Customer’s operational use of the Supported Products, implementing system access methods and assessment of Customer’s environment in order to facilitate an effective transition process for Spinnaker to perform the Services under this Statement of Work.

ACCEPTED AND AGREED TO:

CITY OF CULVER CITY

Signed: _____

Printed: _____

Title: _____

Date: _____

SPINNAKER SUPPORT, LLC

Signed: _____

Printed: _____

Title: _____

Date: _____

STATEMENT OF WORK #2

JD Edwards Technology Support Services

This Statement of Work is attached to, and is made a part of, that certain Support Services Agreement between **SPINNAKER SUPPORT, LLC** (“Company”), and City of Culver City California (“Customer”) effective on September 30, 2011 (the “Agreement”). Unless explicitly stated otherwise in this Statement of Work, any capitalized terms shall have the meaning given to them in the Agreement.

1. Project Objective and Scope

Objective:

Customer requires the engagement of a JD Edwards CNC consultant to provide CNC services applied on a best practice basis to ensure the Customer’s use of JD Edwards Xe SP23 environment works on the upgraded environment for Virtualization, database upgrade to Server2008 and a platform upgrade to Windows 2008.

Scope:

- a) **Technology Planning Meeting** - This workshop should be done prior to the desired start of upgrade activities to ensure that hardware and other resources are in place and can enable the desired process. Procurement and setup of any new hardware identified will be the responsibility of the client, while upgrade and new JD Edwards configuration activities will be led by the consultant while mentoring the client. The specific activities and plan, including resource assignment agreements, will be a result of this workshop. The planned activities for this meeting will be as follows:
 - Project Review
 - Technology (MTR) Review
 - o Current Architecture
 - o Future Architecture – Virtualization utilized
 - Hardware – Infrastructure
 - VM Software choice
 - Deployment Server
 - Application Server(s)
 - SQL Server
 - Client Access Solutions
 - Plan Development
 - o Windows Upgrade
 - o SQL Server Upgrade
 - o Virtualization and reconfiguration
 - o Determine dependencies on upgrades
 - o Conversion development
 - Activity Assignment
- b) **Virtualization Support** – Assistance as needed to implement Virtual environments as defined in the technology planning session. These services may involve review of hardware requirements, deployment on development servers/testing servers, production testing, etc. Activities for this support may be as follows:
 - Define Virtual Instances (As determined in plan) – Deploy, DV, PY, PD, etc
 - Allocate memory
 - Install Windows
 - Install SQL Server
 - Restore or copy DB instance (JDE_DV etc) to virtual instance
- c) **Scope Windows 2008 Upgrade Support** – To ensure client objectives are met, the consultant may assist in the performance of following set of upgrade activities:
 - On-site issue resolution for OneWorld related issues on Test/Dev instances
 - Testing of JD Edwards application functions

- Duplicate the same efforts needed to resolve any JD Edwards related issues with the test machines.
 - Issue resolution of JD Edwards related issues
- d) **Scope SQL 2008 Upgrade Support** To ensure client objectives are met, the consultant may assist in the performance of following set of upgrade activities:
- Upgrade in DEV
 - Conduct Delivery Assurance Review
 - Configure JDE to Support Windows 2008
 - Promote to TEST
 - Test & Validate
- e) **Deliverables** –Spinnaker will produce and deliver the following as an output of this engagement:
- Detailed Technology Upgrade and Migration plan with activities and resource assignments as determined during the Technology Planning Session
 - Work activities performed as defined in the Technology Planning Session
 - Weekly Status Reports – description of services performed and hours billed to each high level activity
2. **Company Responsibilities**
- Provide senior JD Edwards Consultant to deliver all activities and deliverables as described
 - Deliver services in a consultative and collaborative manner with dedication to delivering the intended results
3. **Customer Responsibilities**
- Fully participate in all defined activities, as needed
 - Provide full access to system and current security applications
 - Make timely decisions to support engagement time
 - Fulfill engagement commitments in a timely manner
 - Overall coordination of internal resources
4. **Key Assumptions, Risks, and Issues**
- The following assumptions form the basis for the time and materials estimates and level of effort for the project. Estimates are made in good faith. This estimate is provided solely for Customer's budgeting and resource scheduling purposes.
- That any procurement or setup activities identified in the Technology Planning meeting will be done in a timely manner to be done for the start of the other planned upgrade activities
 - All license codes for software will be available and valid during the installation activities
 - Client resources assigned to tasks in the plan will be able to conduct those activities in a timely fashion as determined by the project plan
 - Steps in Statement of Work are only examples. Actual steps and resource assignments will be determined by Culver City and Spinnaker Resources during the Technology Planning
 - Activities will be conducted either on-site at Customer offices or remotely, as defined in the technology plan.
 - In addition to hourly rates, expenses will be billed separately at cost in accordance with standard and customary consulting expense reimbursement practices
 - Customer will provide the necessary building access, workspace, telephones and system access for the Spinnaker consultant. These items should be prepared in advance of the consultant arriving. The Spinnaker consultant shall be subject to the health, safety and security rule of Customer
 - Consultants may work a minimum 4x10 work week
 - Customer is committed to the success of this project and will accordingly assure that all necessary resources including personnel will be available when needed by Spinnaker consultant. Customer will also make timely decisions to support proposed timeline
 - Unspecified activities or deliverables are considered out of scope. Only scope changes approved by the Customer will be implemented

5. Estimated Schedule

- The engagement will begin as soon as can be scheduled
- The duration of the engagement is estimated at three weeks
- Completion of activities is planned to be by November 30, 2011

6. Company Key Resources

- Senior CNC Consultant - TBD
- Engagement Manager – Paula Piotrowski

7. Customer Key Resources

- JD Edwards Technical Lead – Mike, David Cone
- Engagement Sponsor - Michelle

8. Compensation

The following is time and materials budgetary estimate for the various tasks defined in this SOW to execute the OneWorld Xe CNC maintenance activities describe in Section 1. Details contained within the SOW, and the assumptions identified herein, form the basis for this estimate. Only actual hours worked will be billed to the Customer.

Estimate by Project	Hours	Rate	Estimate
Technology Planning Session	40	\$ 150	\$ 6,000
Windows 2008 Upgrade Support	10	\$ 150	\$ 1,500
SQL 2008 Upgrade Support	20	\$ 150	\$ 3,000
JDE Configuration Support and QA	30	\$ 150	\$ 4,500
Production/Go-Live Support	20	\$ 150	\$ 3,000
Total Estimate			\$ 18,000

9. Additional Terms and Conditions (if applicable)

- A Project Pre-payment in the amount of \$10,000 will be invoiced upon SOW execution. Detailed hourly billing will be provided to customer bi-weekly. Any amounts due over the \$10,000 prepayment will be invoiced bi-weekly based on consulting services delivered.
- Domestic Travel Expense Reimbursement.** When applicable, in addition to payment of hourly fees for Company personnel, Customer will pay, at cost and without mark up, all actual and reasonable travel related expenses incurred by Company in connection with the provision of the Services in accordance with the terms of the Master Services Agreement. Company adheres to the following travel policy and makes travel arrangements and accommodations in accordance with the travel policy as follows:
 - Airfare - All travelers are required to travel at the lowest reasonable cost. Every attempt will be made to book travel requirements at least two weeks in advance. On domestic flights, travelers are required to travel coach class.
 - Hotel – Customer will provide a list of hotels where discounted rates have been negotiated. All travelers will be expected to stay at these locations when reasonably available. If Customer has no such negotiated agreements, Company resources will stay at hotel properties consistent with expectations for reasonable and customary lodging for business travelers.
 - Car Rental/Personal Car – Company personnel will arrange for local transportation with rental companies. Travelers may only rent mid-size "intermediate" or compact cars. Every attempt will be made to reduce the number of rental cars whenever possible. If a personal car is used, mileage will be reimbursed at the approved IRS reimbursement rate in effect at that time. Tolls and parking fees will also be reimbursed.
 - Meals - Travelers will be reimbursed for reasonable expenses for breakfast, lunch and dinner while working at a location other than the traveler's normal office location. Each consultant will be paid a daily per diem for meals and incidentals in an amount establish by the US Federal Government for the location at which the work is to be performed as verified at (http://aoprals.state.gov/content.asp?content_id=233&menu_id=81).

All expenses, except for mileage and per diems, will be documented with the original receipt for the expense. These receipts will be retained by Company.

IN WITNESS WHEREOF, the duly authorized representatives of Company and Customer have executed this Agreement as of:

CUSTOMER: _____

COMPANY: SPINNAKER SUPPORT, LLC _____

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____