

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and DynTek Services, Inc. DBA Arctiq, a Delaware corporation (“Provider”).

WITNESSETH:

WHEREAS, the City requires professional services for the design, deployment, and integration of a Data Analytics Platform Landing Zone, also known as an Enterprise Data Lakehouse, on Microsoft Azure, as more particularly described in Exhibit A (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

SECTION TWO TERM

This Agreement shall commence on effective date and will continue to be in effect until Services are completed, inspected, and accepted by the City (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

SECTION THREE COMPENSATION

Provider will provide the Services in the amount of Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00), which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City.

The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

#V88SAMPD0DTFW9v1

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, for convenience by the City, through its City Manager, upon thirty (30) days' written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

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SECTION NINE INSURANCE

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.5. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.5.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.5.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.5.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.5.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.5.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.5.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.5.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.5.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.5.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.5.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.5.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.1.6. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.7. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9.1.8. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

9.1.9. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$2,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by email, personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Maria Consengco
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633-1463

To Provider: Arctiq
Attention: Contracts
5241 California Ave, Ste
150
Irvine, CA 92617
Phone: 949-271-6700

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

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SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses,

including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.18 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

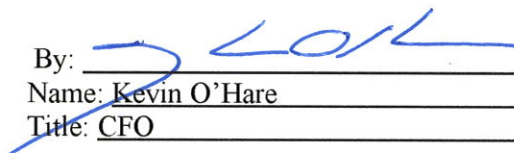
[The remainder of page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

DynTek Services, Inc. DBA Arctiq,
a Delaware corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By:  _____
Name: Kevin O'Hare
Title: CFO

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to form:

By: _____
Andy Moore, Acting City Attorney

EXHIBIT A

Services

Please see the attached page(s).



City of North Las Vegas - Azure Data Landing Zone

Statement of Work

Document ID#: **B24 - 18018464693**

Date of Issue: **Apr 18, 2024**

BETWEEN: **City of North Las Vegas ("CNLV" or "Customer")**

2250 Las Vegas Blvd N, North Las Vegas, NV 89030

Nichole Malichky

Data Architect, Information Technology

malichkyn@cityofnorthlasvegas.com

AND: **Arctiq ("Arctiq" or "Service Provider")**

80 Richmond St. West

Suite 300

Toronto, Ontario, M5H 2A4

Canada

Hunter Carreira
Account Executive
hunter.carreira@arctiq.com

Eric Boszin
Data Practice Lead
eric.boszin@arctiq.com

ARCTIQ

TERMS

This Statement of Work (“**SOW**”) is governed by the terms and conditions set out in the Service Provider Statement of Work Terms and Conditions (“**T&C Agreement**”) which can be found at <https://arctiq.com/sow-terms-conditions>. All terms and conditions of the T&C Agreement are incorporated into and made a part of this SOW. In the event of a conflict between this SOW and the T&C Agreement, the T&C Agreement governs, except as expressly amended in this SOW by specific reference to the T&C Agreement.

NOTICE OF CONFIDENTIALITY

The content and information set out in this SOW is confidential as between Arctiq and Customer and shall not under any circumstances be disclosed to any third party without the prior written consent of Arctiq.

NOTICE OF EXPIRY

This SOW expires and will be of no force or effect unless it is signed by Customer and returned to Arctiq for signature within sixty (60) days from the Date of Issue, except as otherwise agreed to by Arctiq.

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INTRODUCTION AND OVERVIEW

Arctiq is presenting this SoW for services to CNLV for the design, deployment, and integration of a Data Analytics Platform Landing Zone on Microsoft Azure.

CNLV leverages open source software deployed on on-premises infrastructure to support current analytics efforts; however, there is interest in leveraging the capabilities of the cloud.

The goal of this engagement is to equip CNLV with a highly performant Cloud Data Analytics Platform on Azure by:

- Designing and deploying the Azure Platform in DEV and PRD¹
- Designing and deploying a Data Analytics Landing Zone using the Lakehouse Architecture in DEV and PRD¹
- Developing methodologies to ingest and transform data using the Medallion Architecture via the integration of a selection of source systems

To achieve this project's goals, Arctiq has developed a phased approach where we work to build the project team and onboard Arctiq's staff; work with client stakeholders to develop a clear project plan; implement the project plan; and then deliver, via handoff, as-built materials for client day two operations.

For the detailed scope and the deliverables, please refer to **SERVICES AND DELIVERABLES** below.

¹ DEV is an interactive development environment where logic is developed and tested before being promoted to PRD, which is a highly secured production environment hosting vetted and approved versions of logic for use in day-to-day operations.

ARCTIQ

SERVICES AND DELIVERABLES

Arctiq is proposing the following fixed fee project to be broken down into multiple phases; each phase represents a milestone in the overall project.

Milestones	Key Activities	Deliverables/Artifacts
Onboarding	<ul style="list-style-type: none">Onboard Arctiq personalCustomer to provide list of required systems to grant access to Arctiq personnelDevelop detailed project plan and align on objectives, timeline, and definition of done	<ul style="list-style-type: none">D1: System Access List - list of systems which Arctiq personnel require accessD2: Project Plan - blueprint showcasing objectives, timelines, and milestones with corresponding definition of done
Discovery	<ul style="list-style-type: none">Identify key business and technical stakeholdersIdentify Azure Platform and Azure Data Landing Zone requirements across key enterprise technology functions including Security, Risk, and Operations²Identify functional requirements for the Azure Platform and Azure Data Landing ZoneCollaborate with Customer to identify integration requirements, schema, file format, size, and slowly changing dimensions across three (3) in-scope source systems	<ul style="list-style-type: none">D3: Requirements Document - list of Azure Platform and Azure Data Landing Zone design requirements³D4: Source System Discovery Document - characteristics pertaining to in-scope data source systems.

² Requirements will cover leading practice controls for the Azure platform, including at minimum: Identity and Access, Infrastructure, Networking, Data, Logging & Monitoring, and Backup & Recovery

³ CNLV will be responsible for the implementation of any requirements which are not directly related to the Azure Data Landing Zone

ARCTIQ

Milestones	Key Activities	Deliverables/Artifacts
Azure Platform Setup	<ul style="list-style-type: none">• Develop technical architecture for the Azure Platform (DEV & PROD) per architecture specifications and requirements (D3)• Develop IaC⁴ automation scripts for deployment of Azure Platform• Configure max. 2 Azure Policies (i.e., billing & infrastructure)• Configure Entre ID groups and associated permissions as required for the Data Landing Zone	<ul style="list-style-type: none">• D5: Technical Design Document - Azure Platform Architecture• D6: IaC - automation scripts⁵• D7: Azure Platform Deployment - new Azure Platform Tenant and environments (i.e., DEV & PRD)
Azure Data Landing Zone Setup	<ul style="list-style-type: none">• Develop technical architecture for the Azure Data Landing Zone (DEV & PROD) per architecture specifications and requirements (D3)• Develop IaC automation scripts for deployment of Azure Data Landing Zone• Configure Databricks platform per requirements (D3) via Unity Catalog• Develop processes for the SDLC⁶ of ELT⁷ pipelines	<ul style="list-style-type: none">• D8: Technical Design Document - Azure Data Landing Zone Architecture• D9: IaC - automation scripts⁵• D10: Azure Data Landing Zone Deployment - functional platform environments (i.e., DEV & PRD)• D11: Platform & ELT Pipeline SDLC - process documentation

⁴ Infrastructure as Code

⁵ IaC developed will be limited to infrastructure and services directly related to the Azure Data Landing Zone; i.e., resources required to deploy and connect Azure Data Factory gen 2, Data Factory, and Databricks

⁶ Software Development Lifecycle

⁷ Extract, Load, and Transform

ARCTIQ

Milestones	Key Activities	Deliverables/Artifacts
Integration	<ul style="list-style-type: none">• Develop three (3) ingestion pipelines (i.e., “E” & “L”) via Databricks and / or native Azure tooling to gather data from in-scope source systems to store in the Bronze layer• Develop three (3) processing pipelines (i.e., “T”) via Databricks to generate cleansed data and store in the Silver layer• Develop three (3) data product pipelines (i.e., “T”) via Databricks to generate aggregated business data and store in the Gold layer	<ul style="list-style-type: none">• D12: End-to-End Medallion Pipelines - process and examples for development of 3 ELT classes of pipelines (i.e., ingestion, transformation, and product) in a Medallion Architecture scheme
Knowledge Transfer	<ul style="list-style-type: none">• Develop detailed documentation• Conduct up to 6 total 1 hour knowledge transfer sessions to provide overview of work performed	<ul style="list-style-type: none">• D13: Documentation - detail as-is-built documentation• D14: Knowledge Transfer - learning sessions

ARCTIQ

OUT OF SCOPE

Standard out of scope items include but are not limited to:

- Anything not specifically detailed in this SOW.
- Any additional required third-party software subscriptions or licenses that may be recommended or required for project completion.
- Ongoing management of the environment or components therein.
- Application development in relation to Customer's core services.
- Modification of production or pre-production applications.
- Implementation of any changes to the Customer production environment.
- Acting as a qualified security assessor or any form of official auditor regarding any regulatory compliance.
- Leading the change management and security approval process.
- Development of analytics or modeling use-cases.
- Deployment of source code repositories, job runners, and IaC tooling.
- Replication between Entre ID and existing Active Directory system.

Production Changes

Other than as explicitly described in the Services and Deliverables section above, Arctiq will not support or perform work on existing client production environments, and should not be provisioned with access to production environments.

ARCTIQ

ROLES AND RESPONSIBILITIES

Resource	Responsibility
Arctiq Project Manager	<p>The Arctiq Project Manager will work with business and technical resources to ensure that the project is successful and meets the goals of the Customer and Arctiq.</p> <p>The Arctiq Project Manager (PM) will also work with the Customer project manager to help coordinate meetings and working sessions. The Arctiq PM will also ensure that the team is engaging, responsive, and that communications are flowing. And will escalate any blockers, risks, and issues during the project.</p>
Arctiq Delivery Consultants	<p>Responsible for performing the technical tasks and delivering on the deliverables and milestones set out in this SOW.</p>
Customer Executive Sponsor	<p>This role is the focal point representing the Customer who will be ensuring that the overall direction and success criteria on the project are inline with their expectations. The Customer Executive Sponsor is also responsible for any required sign-offs.</p> <p>In some cases, the Customer Executive Sponsor will work with a designated Arctiq Executive Sponsor in the form of a Steering Committee to ensure timely delivery, and to expedite decisions and resolution of any escalated project blockers.</p>
Customer Project Manager	<p>The Customer Project Manager will interface with the Arctiq Project Manager.</p> <p>The Customer Project Manager will be responsible for ensuring that required Customer resources are available to Arctiq as needed throughout the project.</p>
Customer Technical SMEs	<p>Customer Technical SMEs will be responsible for ensuring that any identified project prerequisites or Customer deliverables are delivered and adequately documented for Arctiq's Delivery Consultants.</p> <p>Additionally, Customer Technical SMEs will support development of ELT pipelines (Milestones: Integration) as delegated and agreed by Arctiq Project Manager and Customer Project Manager.</p>

ARCTIQ

Responsibility Chart

Below is an estimated RACI chart depicting responsibilities across key project milestones:

Activity	Arctiq	CNLV
Onboard Arctiq personnel to key CNLV systems		
Project plan		
Design & integration requirements		
Azure platform design and deployment		
Azure platform integration with existing enterprise systems		
Azure platform runbooks		
Azure data landing zone design and deployment		
ELT pipeline lifecycle ⁸		
Data ingestion [E & L] (i.e., “Bronze”)		
Data cleaning [T] (i.e., “Silver”)		
Data products [T] (i.e., “Gold”)		
Knowledge Transfer		

PROJECT LOGISTICS

Working Language

The working language of the project covered by this Statement of Work will be English. All day-to-day working communication will be conducted in English. Arctiq will provide deliverable artifacts and documentation in English, and the Customer will make available all necessary resources, documentation, subject matter experts, and project team members in English.

⁸ Responsibilities for Arctiq or CNLV to develop pipeline code will be assigned during Project Planning; however, pipeline patterns will be drafted by Arctiq and validated by CNLV

ARCTIQ

Working Hours

Working hours on this project are normal business hours which are defined as Monday to Friday, 9:00 am to 5:00 pm EST. Weekend and holidays are not considered standard workdays.

Arctiq will only perform after-hours, weekend, or holiday work (i.e., working during change windows, after-hours support, etc.) where it is specifically defined and included as a deliverable in the services & deliverables scope section above.

Working Location / Remote Access

Arctiq cannot begin work until we have an appropriate level of access to the Client's systems.

Arctiq provides its services in a remote-first fashion. Before work can begin, the client must provide Arctiq with access to necessary client infrastructure and computer services. This can be provided either via VPN and/or virtual desktop infrastructure or via hardware provided by the client.

Arctiq may also require access, either directly or over-the-shoulder, to the client's third-party hosted infrastructure (GitHub, Jira, Google Cloud, AWS, etc.)

Working Sessions

Customer must notify Arctiq in writing if Customer is canceling a working session at least twenty-four (24) hours before the intended start date and time of the session, otherwise Customer will be charged the full amount for the working session.

During the project's final month, if Customer requires rescheduling of a working session, Customer must do so in writing and at least five (5) business days before the intended start date. The working session can be rescheduled up to a maximum of two (2) times. If the working session has not been rescheduled within the outlined time frame or Customer has already exceeded its rescheduling options, the working session will proceed as scheduled.

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CHANGE CONTROL PROCESS

Any changes to the SOW during the project from start to completion are governed by Arctiq's Change Control Process.

Any requested change to the project will be communicated by the main point of contact of the requesting party to the main point of contact of the other party by submitting an Arctiq Change Request ("CR"). The CR must set out the requested change, the reason for the requested change, and the impact the requested change will have on the project (time and fees being examples of impact).

When a CR is submitted, Arctiq and Customer will review and evaluate the proposed CR and either accept or reject the CR. If the CR is accepted by both Arctiq and Customer, the CR will be finalized and signed by both parties.

A CR expires and will be of no force or effect unless it is signed by Customer and returned to Arctiq for signature within thirty (30) days from the Date of Issue, except as otherwise agreed to by Arctiq.

CUSTOMER REQUIREMENTS

Environment

Prior to the formal kickoff of this engagement, Arctiq will verify with the customer that the following prerequisites have been satisfactorily arranged:

- Appropriate credentials for Arctiq team members to access client git repositories, collaboration tooling (MS Teams, Slack, etc.), virtual desktop infrastructure/VPNs, non-production systems and platforms that will be used during the engagement, etc.
- The Customer has provided all relevant existing documentation, including architectural decision records, system diagrams, etc.
- Identification and, where applicable, documentation of appropriate change management processes.
- Identification and where applicable documentation of any existing Client standards/best practices for security, integrity, confidentiality, etc.
- Contact with appropriate client SMEs and human resources required for this project

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ASSUMPTIONS

This SOW is subject to the assumptions listed below. Should any of these assumptions prove incorrect or incomplete, Arctiq reserves the right to modify the price, scope, or schedule as documented by this SOW. Arctiq reserves the right to include any additional assumptions that are necessary during the course of this project.

Customer to Ensure No Business Interruption

Customers are ultimately responsible for continuity of their business operations during the course of this project. Customers shall, based on their solely-determined business needs, ensure that backups, alternative systems, change management and backout processes, and other relevant software, hardware, and policies are in place to minimize any disruption caused by project-related downtime.

Client Delay

Unless otherwise specified, the Customer is responsible for program management. The customer will be required to coordinate and manage all Customer personnel and any other contractors retained by the Customer. Arctiq is not responsible for any delays to the delivery of the project caused by program scheduling, client change management/approval processes, the lack of availability of client SMEs or resources, or predicate projects.

Access to Client Environment

Customer shall be responsible for providing necessary and appropriate access to the Customer's environment for the Arctiq team. That may include, but is not limited to, access to a virtual desktop environment, laptops provided by the Customer, or other mechanisms at the Customer's option.

To the extent that Customer has particular requirements around device management and/or secure access, the client shall be responsible for providing access tooling that meets those requirements.

Software Licensing

Unless otherwise specified in this SoW, this SoW is for professional services only. Customer shall be responsible for providing all hardware, software licenses, Cloud services, etc. required for the work to be performed and ensuring that the Arctiq team has appropriate access to those resources.

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Resources & Personnel

At any time during the project, Arctiq in its sole discretion, has the right to change the resources and/or personnel working on the project. Arctiq will inform Customer of such changes.

Manner of Performance

Arctiq assigns resources to projects based on the expected work to be performed based on the description in the scope of work. Customer shall not ask, and Arctiq personnel will be under no obligation to perform work outside the scope of this agreement. To the extent that Customer requests that work beyond the scope of expertise of the assigned resources, such requests will require a mutually-agreeable Change Request.

Documentation & Training

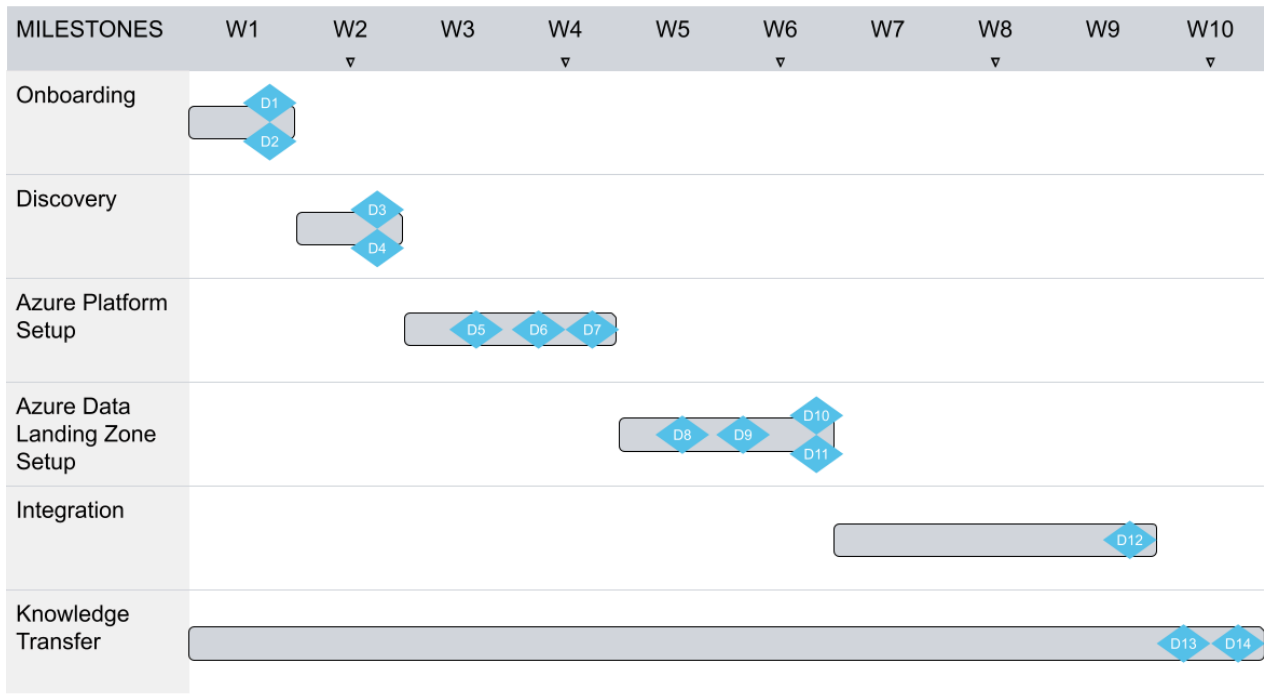
Unless explicitly stated, Arctiq does not provide training to Customer's staff or subject matter experts, nor does Arctiq provide documentation, manuals, runbooks, etc. It remains the responsibility of the customer to ensure that customer requirements for internal documentation and education are met.

ARCTIQ

Time Estimates & Project Duration

All durations, timelines, or completion dates set out in this SoW are estimates. Arctiq does not guarantee completion of the work described in this SoW by any date.

Below is an estimated timeline for the completion of the in-scope services:



▼ Bi-weekly status updates & daily standups

Unless otherwise expressly stated, Arctiq’s participation in this project will end no later than four months after this SoW is executed.

PRICING AND PAYMENT TERMS

This engagement is a fixed-fee engagement, and the total engagement cost is as follows:

Fixed Fee	
Services	\$ 250,000
Total (USD):	\$ 250,000

Invoicing

We will invoice based upon the completion of the following project milestones:

Milestone	Invoiced Amount
Milestone 0: On Signing	\$ 10,000
Milestone 1: Onboarding	\$ 10,000
Milestone 2: Discovery	\$ 30,000
Milestone 3: Azure Platform Setup	\$ 60,000
Milestone 4: Azure Data Landing Zone Setup	\$ 60,000
Milestone 5: Integration	\$ 70,000
Milestone 6: Knowledge Transfer	\$ 10,000
Total (USD):	\$ 250,000

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All pricing is expressed in United States Dollar amounts and does not include any applicable taxes. Taxes will be added to each invoice based on the applicable taxation laws. Milestone invoices will be issued upon completion of each phase listed above.

- In the event any Customer delay exceeds ten (10) business days, Arctiq shall charge Customer at a rate of two thousand (\$2,000) USD/per day until such time as the delay has been rectified.
- If Arctiq is informed that the project has been reprioritized or canceled, or there is any Customer delay exceeding ten (10) business days, an Arctiq invoice shall be delivered to Customer for the work Arctiq has completed to date outside of the milestones.

Partner-Funded Engagements

In the event that the Customer anticipates a third-party to finance the services rendered under this Agreement, and subsequently fails to qualify for the program designated to cover the cost of said services, the Customer shall assume full financial responsibility for the payment of all service fees incurred. By entering into this Agreement, the Customer acknowledges and accepts their liability for any outstanding fees in the event the anticipated third-party funding is not approved or otherwise made unavailable.

CONTRACT REQUIREMENTS

To initiate project activities, the following is required:

- The required contract(s) approved and fully executed. This includes but is not limited to a Master Services Agreement or the Service Provider Statement of Work Terms and Conditions.
- A valid purchase order reflecting the SOW total amount.

Unless authorized by both parties, inclusion of conflicting or additional terms and/or conditions on the purchase order(s) are null and void and may delay the scheduling of services.

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SOW APPROVAL

This SOW shall only be valid if signed by both parties hereto. This SOW and any CR may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be an original. Any electronic signatures are deemed the equivalent of handwritten signatures. **The terms set out are acceptable and agreed to by the undersigned.**

Arctiq		City of North Las Vegas	
Signature:		Signature:	
Name:	Kam Sabouri	Name:	
Title:	VP of Sales	Title:	
Date:		Date:	
Address:	80 Richmond Street West Suite 300 Toronto, Ontario, M5H 2A4 Canada	Address:	2250 Las Vegas Blvd N North Las Vegas, NV 89030 United States

City of North Las Vegas - Invoicing Contact

Contact Name:

Email:

PO Required for
invoicing?

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