



SHORT FORM PURCHASE OF SERVICE CONTRACT

The parties to this Short Form Purchase of Services Contract (Contract) do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the CITY OF MILPITAS, CALIFORNIA, a municipal corporation (“City”) and the following named Contractor: **Avolve Software Corporation**, a Delaware corporation (“Contractor”).

(Contact Name) **Brian LaPointe**
(Street Address) **4835 East Cactus Road, St. 420**
(City/State/Zip Code) **Scottsdale, AZ 85254**
(Telephone) **310-525-8802**
(Email Address) **blapointe@avolvesoftware.com**
(Fax Number) **602-923-3544**
(Taxpayer ID #) **24-4081788**
(Milpitas Business License #)

2. Term. The effective date of this Contract is **August 16, 2017 and shall continue** unless sooner terminated as provided herein.

3. Payment Limits. City’s total payments to Contractor under this Contract shall not exceed: **\$334,656.20**, which includes the price of four, optional one-year extensions of software maintenance and support services. Payments shall be made in accordance with the Software Sales Order (Insight Public Sector Quotation No. 218992248) attached hereto as **Exhibit A** and incorporated herein by this reference. For the avoidance of any doubt, if a Change Order is required, the above not-to-exceed amount may need adjustment subject to securing appropriate approvals in accordance with Milpitas Municipal Code, title I, chapter 2, section 3.

In addition, there shall be a separate not-to-exceed limit applied to travel expenses directly invoiced by Contractor in the amount of \$6,000.00.

4. Contractor’s Obligations.
(a) Upon full payment of the software license fees (excluding annual maintenance/support fees and professional service fees), Contractor grants to City a personal, non-transferable, non-exclusive, fully paid-up, perpetual license to use, in accordance with the terms and conditions of this Contract, all software included within the scope of

the Software Sales Order (the “Electronic Plan Check Software”).

- (b) In accordance with the terms of this Contract, Contractor shall deliver and install the Electronic Plan Check Software included in **Exhibit A**, and provide the software configuration, support and training services as set forth in the “Statement of Work” attached hereto as **Exhibit B** and incorporated herein by reference.
Contractor shall perform the above-referenced services at the following specified location/s: **City of Milpitas 455 E. Calaveras Blvd. Milpitas, CA 95035.**
- (c) Contractor shall provide ongoing software support and maintenance services from June 28, 2017 through June 27, 2018 and, at the City’s option, for the additional software maintenance periods elected by the City.
- (d) The terms and conditions of Avolve Software Corporation – General Terms and Conditions are attached hereto as **Exhibit C** and incorporated herein by reference.

5. City’s Obligations. City shall pay for all services rendered under this Contract as provided in **Exhibit A**. Except for Contractor’s travel expenses, City shall deliver payment to Insight Public Sector, Inc., which is the authorized reseller, in consideration for Contractor’s services under this Contract.

6. Supplemental Conditions. This Contract is subject to the **Supplemental Conditions** attached hereto, which are incorporated herein by reference. The Contract is further subject to the Insurance Requirements, attached hereto as **Exhibit D** and incorporated herein by reference.

7. Signatures. These signatures attest the parties’ agreement hereto:

//
//
//
//
//
//

AVOLVE SOFTWARE CORPORATION
a Delaware corporation

Name of Authorized Representative

Title of Authorized Representative

CITY OF MILPITAS, CALIFORNIA
a municipal corporation:

By: _____
Steve Pangelinan, Acting City Manager

Approved as to form:

By: _____
Christopher J. Diaz, City Attorney

Approved as to content:

By: _____
Mike Luu, City Project Manager

SUPPLEMENTAL CONDITIONS

1. Anti-Discrimination. Contractor agrees to observe the provisions of the City of Milpitas Standard Operating Procedure 16.8 “Anti-Discrimination Policy’ and Title VII of the Civil Rights Act of 1964, obligating every contractor or subcontractor under a contract or subcontract to the City of Milpitas for public works or for goods or service to refrain from discriminatory employment practices on the basis of the race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor.
2. Assignment. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City. Notwithstanding the foregoing, Contractor may assign this Contract without the prior written consent of the City in the case of any corporate restructuring or change of control transaction, whether by merger, sale of equity, sale of assets or otherwise.
3. Business License. Pursuant to the City of Milpitas Municipal Code, Tile III Business and Professions, Section 1-4.01 Requirement and Special Exemptions ...”it shall be unlawful for any person to transact and carry on any business, trade, profession, calling or occupation in the City of Milpitas without first having procured a license from said City”.
4. Confidential or Proprietary Information. Each party understands and agrees that, in the performance of or in exercising its rights concerning the contracted work or services or in contemplation thereof, it may have access to private or confidential information which may be owned or controlled by the other party and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the other party. The receiving party agrees that all Confidential Information (as such term is defined in Exhibit C to the Contract) disclosed by the disclosing party to the receiving party shall be held in confidence and used only in performance of or in exercising its rights concerning the contracted work or services. The receiving party shall exercise the same standard or care to protect such information as a reasonably prudent recipient would use to protect its own proprietary data. Nothing in this section shall be construed to limit the obligations of the parties to protect Confidential Information as provided in Exhibit C to the Contract.
5. Entire Agreement & Modification. This Contract constitutes the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of this Contract shall be binding upon either party unless agreed to in a written instrument specifically referencing this Contract and signed by an authorized representative of each party. In the event of any conflict between this Short Form Purchase of Services Contract, these Supplemental Conditions and any exhibit or attachment to the Contract, the order of precedence shall be: (1) the Short Form Purchase of Services Contract without exhibits, (2) the Supplemental Conditions, (3) Exhibit D – Insurance Requirements, (4) Exhibit A – Software Sales Order, (5) Exhibit C – Avolve General Terms and Conditions, then (6) Exhibit B – Statement of Work. A Statement of Work may control over Exhibit C - Avolve General Terms and Conditions where expressly stated in the Statement of Work.
6. Indemnification. When Avolve Support or other service are provided on Licensee’s premises or at another location designated by Licensee, to the fullest extent permitted by

law, each party shall indemnify, defend with counsel reasonably acceptable to the other party, and hold harmless the other party and its officials, officers, directors, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of or relating to any personal injury, bodily injury, loss of life, or damage to tangible personal property occurring at such location in connection with the performance of the Avolve Support or other services to the extent proximately caused, in whole or in part, by the willful misconduct or grossly negligent acts or omissions of the indemnifying party or its officials, officers, directors, employees, subcontractors, or agents. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under the contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause is a material element of the contract and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. This Section 6 shall survive termination or expiration of this Contract.

7. Independent Contractor. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the City as to the result of his work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any assistants used by Contractor in providing said services.
8. Insurance. During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the following insurance requirements: See Exhibit D – Insurance Requirements General
9. Software Maintenance Renewal Option. Such options shall be exercised by use of the “Notice of Exercise of Option to Extend Agreement” form included with this contract as Exhibit E.
10. Termination. The City may terminate this Contract as set forth in Exhibit C, Section 5.2. In the event of termination, the City shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's termination. For the avoidance of doubt, this section and the perpetual software licenses granted herein shall survive termination of this Contract except as provided in Exhibit C, Section 5.3.
11. Non-Appropriation. Contractor acknowledges that the City is a municipal corporation and is precluded by the California Constitution and other laws from entering into obligations that financially bind future governing bodies. Nothing in this Agreement shall constitute an obligation of future governing bodies to appropriate funds for the purposes of this Agreement. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated.

EXHIBIT A SOFTWARE SALES ORDER



INSIGHT PUBLIC SECTOR SLED
6820 S HARL AVE
TEMPE AZ 85283-4318
Tel: 800-467-4448

SOLD-TO PARTY 10334506
CITY OF MILPITAS
455 E CALAVERAS BLVD
MILPITAS CA 95035-5411

SHIP-TO PARTY
CITY OF MILPITAS
CHRIS SCHOADER
455 E CALAVERAS BLVD
MILPITAS CA 95035-5411

Quotation	
Quotation Number	: 218992248
Document Date	: 19-MAY-2017
PO Number	:
PO Release	:
Sales Rep	: Chris Robertson
Email	: CHRIS.ROBERTSON@INSIGHT.COM
Telephone	: 4804096775

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities.
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Material	Material Description	Quantity	Unit Price	Extended Price
SOFT-PDOX4	AVOLVE PROJECTDOX FRAMEWORK BASE PRODUCT WORKFLOW MANAGER U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	72,900.00	72,900.00
SOFT-BIC-T4	AVOLVE BEST IN CLASS: BUILDING WORKFLOW U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	22,360.00	22,360.00
SOFT-PCON4	AVOLVE PROJECTDOX INTEGRATION CONNECTOR (UP TO 18 STD FIELDS) U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	8,945.00	8,945.00
MAINT-PDOX4	AVOLVE PROJECTDOX TIER 4 MAINTENANCE Coverage Dates: 08-JUN-2017 - 07-JUN-2018 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	20,475.00	20,475.00
SOFT-OAS4	AVOLVE ONLINE APPLICATION SUBMISSION PORTAL MODULE U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	31,290.00	31,290.00
MAINT-OAS4	AVOLVE ONLINE APPLICATION SUBMISSION PORTAL MAINTENANCE TIER 4 Coverage Dates: 08-JUN-2017 - 07-JUN-2018 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	6,250.00	6,250.00
PKGPDOX4PSBNDL	AVOLVE PROFESSIONAL SERVICES BUNDLE TIER 4 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	22,330.00	22,330.00

Material	Material Description	Quantity	Unit Price	Extended Price
PKG-PDOX4-TRN	AVOLVE PROJECTDOX TRAINING PACKAGE TIER 4 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	9,135.00	9,135.00
PS-OAS-T4-PKG	AVOLVE ONLINE APPLICATION SUBMISSION SERVICES PACKAGE TIER 4 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	14,000.00	14,000.00
PS-T4-AS	AVOLVE PROJECTDOX ASSURANCE SERVICES TIER 4 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	8,945.00	8,945.00
MAINTPDOX4OAS4RWL	AVOLVE SOFTWARE CORP PROJECTDOX AND OAS TIER 4 MAINT RENEWAL YEARS 2-5 - OPTIONAL OPTIONAL MAINTENANCE IS SUBJECT TO SERVICE LEVEL CREDITS EARNED BY THE CITY AND MAY REDUCE THE COST U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	4	29,506.55	118,026.20
			Product Subtotal	334,656.20
			TAX	0.00
			Total	334,656.20

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Chris Robertson
 4804096775
CHRIS.ROBERTSON@INSIGHT.COM
 Fax 4807608532

U.S. Communities IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the U.S. Communities Technology Products, Services, Solutions & Related Products and Services Contract.

This competitively solicited contract is available to participating agencies of the U.S. Communities Government Purchasing Alliance. U.S. Communities assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

Year 1 Initial Purchase and Installation

\$216,630.00

Years 2 through 5 – Maintenance Renewal (per year)

\$29,506.55

**EXHIBIT B
STATEMENT OF WORK**

Contractor shall provide the following services subject to the City's Acceptance as set forth below in this Statement of Work.

ProjectDox[®]

Electronic Document Management & Collaboration Solution

City of Milpitas, CA

("Customer")

Proposed Statement of Work

June 27, 2017



avolve[®]
professional services

4835 East Cactus Road Suite 420, Scottsdale, Arizona 85252
Phone: 602.714.9774 www.avolvesoftware.com

This Statement of Work will focus on the implementation of one production environment to include ProjectDox and (OAS) Online Application Submission software to address the Customer's needs with regard to a single online application form and one Best in Class plan review process (Building Permit). The goal is to implement ProjectDox and OAS (Online Application Submission) with the advanced integration to the permitting system (TRAKiT) utilizing web services, in a standardized, off the shelf manner. We will leverage Avolve best practices and built-in configuration and modifications features, to meet the most effective functionality required to achieve the highest business value for the customer (the "Project").

HIGH LEVEL SCOPE OF WORK (MILESTONES)

- **Kick Off / Introductory Call with Project Team, July 24, 2017 – (need 2-week lead time)**
- **Installation** (Offsite/Remote)
 - Provisioning of all applicable products and modules as specified on the Purchase Agreement/Sales Order.
 - 1 Production Environment
 - OAS Software
 - ProjectDox Software
- **Orientation and Configuration Requirements Session*** (2 Staff/Onsite/3-4 Days)
 - OAS Functional Requirements Document
 - ProjectDox Configuration Requirements Document (CRD)
 - Permitting system advanced integration touchpoint discussion
 - Project creation
 - Get assigned reviews [Assign Reviewers & Resubmit Received steps]
 - Write back of review status & comments [Department Review]
 - Update Permitting Status [Review Complete] – when all reviews approved workflow will update TRAKiT with an Approved status.
 - OAS base integration
 - 1 Payment Connector Integration (per environment, if applicable)
 - Project Plan (task list/schedule/resource assignments) not to exceed budget
- **Configuration & Advanced TRAKiT Integration *** (Offsite/Remote)
 - Configured Working ProjectDox and OAS Application
 - Configured Working products and modules as specified in the Purchase Agreement/ Sales Order
 - 1 Building Plan Review Process
 - 1 OAS Application Form
 - 1 payment connector
 - o Advanced TRAKiT Integration touch points:
 - Project creation
 - Display of permit information for up to 18 fields
 - Get assigned reviews [Assign Reviewers & Resubmit Received steps]
 - Write back of review status & comments [Department Review]
 - Update Permitting Status [Review Complete] – when all reviews approved workflow will update TRAKiT with an Approved status.
- **User Acceptance Training (UAT)** (1 Staff/Onsite/1-2 days/Offsite)
(the date Customer accepts this milestone is the Software Acceptance Date)
 - Completion of User Acceptance Testing (UAT)
- **Training** (1 Staff/Onsite/2 days)
 - Delivery of classes for all products/modules as purchased – See Purchase Agreement/Sales Order.
 - ProjectDox Training Package Tier 4 (maximum 12 persons per course)
 - 1 Introduction to ProjectDox
 - 1 Markup and Workflow Training for Reviewers
 - 1 Markup and Workflow Training for Coordinators
 - 1 System Administrator Training

- 1 Project Administrator Training
- 1 OAS Remote Training Session

- **Launch**
- **Go Live – November 20, 2017**

(1 Staff/Onsite/2 Days/Offsite)

ACCEPTANCE PROCESS

There will be Key Deliverables, as identified below in the list of Project Key Deliverables, which will be subject to acceptance by the Customer ("Acceptance"). Upon completion of each Key Deliverable, Avolve will request from the Customer a written response within five (5) business days after receipt thereof. Notwithstanding the foregoing or anything to the contrary in the Contract, all other Deliverables provided under this Statement of Work shall be deemed to have been accepted by the Customer upon delivery. If Customer does not approve, reasons for rejection must be clearly noted. Avolve will then work with the Customer to come to agreement on obtaining approval. The Customer shall be deemed to accept any such Key Deliverable which Customer does not accept or reject within such period. This acceptance will initiate the invoice of the applicable milestone.

PROJECT KEY DELIVERABLES

1. **Configuration / Modification Session Output including applicable products/modules**
 - **Configuration Requirements Document (CRD)***
 - Site Configuration
 - Workflow Configuration
 - Integration Fields
 - **OAS Functional Design Requirements Document (FRD)**
 - Forms
 - Integration fields
 - Payment system
2. **ProjectDox and OAS Application Configuration**
 - Production Environment
 - OAS Production Software (1)
 - ProjectDox Software (1)
3. **Configured, Working ProjectDox and OAS Application and applicable products/modules from sales order**
 - Configuration / Modification Effort Output
 - 1 OAS Building Application Form
 - 1 Plan Review Process
 - Building Plan Review
4. **Training** (1 Staff/Onsite/2 days)
 - Delivery of classes for all products/modules as purchased – See Purchase Agreement/Sales Order.
 - ProjectDox Training Package Tier 4 (maximum 12 persons per course)
 - 1 Introduction to ProjectDox
 - 1 Markup and Workflow Training for Reviewers
 - 1 Markup and Workflow Training for Coordinators
 - 1 System Administrator Training
 - 1 Project Administrator Training
 - 1 OAS Remote Training Session (4 hr)
5. **Launch**
 - Transition to Support
 - Project Completion

For the avoidance of any doubt, all right, title and interest in and to the Deliverables (including without limitation the above Key Deliverables), as well as the intellectual property rights to such Deliverables, shall belong to Avolve, subject to the limited license granted to the Customer pursuant to the Licensing Agreement.

AVOLVE PROJECT PLAN AND PROCESS

Promptly following execution of this Statement of Work, the parties shall meet to discuss the general project schedule, which will be generally organized around the standard Avolve project On-Boarding process. Within 2 weeks, the initial project plan will be created and sent to Customer. The Project Plan contains a schedule, a list of tasks in a schedule format, assignments of specific team members over specific times and communication status reporting processes. The Project Plan is a living document that will be reviewed throughout the term of the Contract and may be adjusted as reasonably necessary, as agreed to from time to time by the parties.

PROJECT ASSUMPTIONS AND CAVEATS

1. This Project was scoped based upon purchase of ProjectDox and OAS Best in Class, understanding that the site will be hosted by the Customer and configured per established Best-In-Class standards. This understanding forms the basis for Avolve's pricing and the Deliverables to be provided under this Statement of Work. Any deviation from these requirements will require a change order and may increase cost or estimated time of Project completion.
2. Avolve will have full access to all Project team members from the customer as needed to complete the successful implementation and roll out of ProjectDox. This access may require the team members of the customer to dedicate specific time to specific detailed tasks within the Project Plan. Team member tasks will be more clearly defined during the kickoff and planning sessions and documented in the Project Plan.
3. Customer and its third parties and/or subcontractors will fulfill the hardware requirements, as outlined in the ProjectDox Implementation Guide (a standard end user document that accompanies each version of the Software) in a timely fashion in order to keep the Project Plan on schedule.
4. Should the customer cause or contribute to the delay of any Deliverable, Avolve may elect to revise the Project Plan accordingly to compensate for the delay.
5. All parties will reasonably prioritize their efforts to meet the Project Plan schedule in order to achieve a rapid roll out model. In doing so, it is understood by all parties that multiple tasks may be in process at one time and Avolve may have more than one Professional Services team member working on the project at one time.
6. Client will provide adequate Project management for their own resources, and/or third parties, to collaborate with Avolve's project manager. Client subject matter experts and applicable users will be accessible and available in a timely fashion and for adequate and reasonable durations. Avolve will make sure that scheduling of interviews and meetings are adequately in advance of these resource allocations.
7. Avolve is planning to fully leverage ProjectDox as is, utilizing all built in configuration features to meet the business needs.
8. Any optional items chosen in the Contract are not included here and would require a modification to this Statement of Work.
9. Assurance Services will be leveraged on a time and material basis for any work outside the scope of a best in class configuration for ProjectDox and OAS or to provide additional training or support.

**Configuration options are as described by ProjectDox documentation and as evidenced by ProjectDox administration screens. Minor changes to Avolve ProjectDox Best Practices (Best in Class) workflows are changes to activate/deactivate and/or parametrize with variables, existing steps in the Best Practices workflows. Customization of additional products and modules are to be within the bounds and scope of the respective core product(s) and modifications are limited to those that are allowed by core product design.*

**Base integration with ProjectDox is limited to three (3) integration touchpoints to include 1) Configuration of the Avolve Software project creator service, 2) Display of 18 General Permit/Applicant/Contractor application data fields for display within ProjectDox via a web page/formlet (Permit Information is dependent on the Permitting Systems API/ Web Service availability) and 3) Project/Permit Status Update whereas ProjectDox will notify the permitting system that the plan review workflow is complete when all reviews are approved (Status update is dependent on the Permitting Systems API/ Web Service availability).*

**Advanced Integration with ProjectDox provides a pre-defined list of integration touchpoints based on the permitting system. Touchpoints are pre-defined and detailed specific to the permitting system.*

**Custom integrations with ProjectDox require a needs assessment and separate SOW to provide a level of effort and cost associated to the identified work.*

CHANGE CONTROL PROCESS

The “Change Control Process” is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the Project Plan if mutually accepted.

Under the Change Control Process, a written “Change Request” (attached) will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require an amendment to the SOW and/or any other part of the Contract.

PRICING

Pricing and payment terms are as set forth in the Contract.

Travel and Expenses will be billed directly to Customer (City of Milpitas) separately and will allow for a total of four (4) trips to the customer site. Such expenses are included as a separate not-to-exceed amount set forth in the Contract.

STATEMENT OF WORK ACCEPTANCE

Once fully executed, this document will become the Statement of Work for the Project defined in this document. Avolve and Customer's signatures below authorizes Avolve to begin the services described above and indicates Customer's agreement to pay the invoices associated with these services delivered as described.

SOFTWARE ACCEPTANCE DATE AND FIRST YEAR SOFTWARE MAINTENANCE

Avolve will invoice Customer for Software Maintenance following the Software Acceptance Date and Customer shall pay such invoiced amount pursuant to the terms of the Contract. For all subsequent years of Software Maintenance purchased by Customer, invoicing and payments shall be as set forth in the Contract.

Customer		Avolve Software Corporation	
Name	Steve Pangelinan	Name	
Title	Acting City Manager	Title	
Signature		Signature	
Date		Date	

EXHIBIT C
AVOLVE - GENERAL TERMS AND CONDITIONS
SOFTWARE LICENSE AND SUPPORT AGREEMENT

1. DEFINITIONS.

1.1 “Add-on” means any custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and these GTCs.

1.2 “Agreement” means these GTCs, the Software Sales Order, the SOW or other agreement referencing these GTCs. All such components are integral to the agreement, and collectively are referred to herein as the “Agreement”.

1.3 “API” means Avolve’s application programming interfaces, as well as other Avolve code and database elements that allow other software products to communicate with or call on Avolve Software provided under this Agreement.

1.4 “Avolve Materials” means any software, programs, tools, systems, data, or other materials made available by Avolve to Licensee in the course of the performance under this Agreement including, but not limited to, the API, Software and Documentation, as well as any information, materials or feedback provided by Licensee to Avolve relating to the Software and Documentation.

1.5 “Avolve Support” means the support set forth in Attachment 1 to these GTCs, and may be purchased for an additional fee. Avolve has no obligation to provide any Avolve Support and, in particular, no Avolve Support (including no bug fixes or updates) will be available after the end of life of the applicable Software version. Avolve reserves the right to provide some or all Avolve Support from locations, and/or through use of third party providers, located worldwide.

1.6 “Business Unit” means a logical element, or segment, of the Licensee representing a specific business function, as existing on the effective date of the license grant. Business Units may be referred to as a department, group, division or functional area.

1.7 “Confidential Information” means, with respect to Avolve, all information which Avolve protects against unrestricted disclosure to others, including but not limited to: (a) the Software and Documentation and other Avolve Materials, including without limitation the following information regarding the Software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Software; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Software; (b) the research and development or investigations of Avolve; (c) product offerings, content partners, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies; and (d) any information about or concerning any third party (which information was provided to Avolve subject to an applicable confidentiality obligation to such third party). With respect to Licensee, “Confidential Information” means all information which Licensee protects against unrestricted disclosure to others and which (i) if in tangible form, Licensee clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), Licensee identifies as confidential at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.

- 1.8 “Documentation” means Avolve’s standard end user documentation which is delivered or made available to Licensee with the Software under this Agreement.
- 1.9 “Intellectual Property Rights” means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 1.10 “Licensee” means the specific legal entity set forth on the Software Sales Order.
- 1.11 “License Term” means the time period that the Software is licensed to Licensee, as specified in the Contract.
- 1.12 “ProjectDox® Instance” means Avolve’s proprietary core application and software framework for enhanced electronic plan submission, and review and collaboration built upon a multi-tier cluster hardware architecture consisting of web server(s), application server(s), and job processor(s) that supports the processing of the API.
- 1.13 “Software” means (i) the API, ProjectDox® Instances and/or other software licensed to Licensee under this Agreement as specified on the applicable Software Sales Orders, as developed by or for Avolve and delivered to Licensee hereunder; (ii) any new releases thereof made available to Licensee as part of Avolve Support and (iii) any complete or partial copies of any of the foregoing.
- 1.14 “Software Sales Order” means the sales order, sales agreement, purchase order or like conveyance document for the Software, related Avolve Support and/or other services ordered by Licensee thereunder. If Licensee is purchasing directly from Avolve, then the Software Sales Order will be between Avolve and Licensee. If Licensee is purchasing through an authorized Avolve reseller, then the Sales Order will be between Licensee and the Authorized Reseller.
- 1.15 “SOW” means those statements-of-work which Licensee may enter into from time-to-time for professional services to be provided by Avolve on terms mutually agreed to in writing in the SOW, including, without limitation, scope of services, expected deliverables, milestone dates, acceptance procedures and criteria, fees and other such matters. No SOW shall be binding until executed by both parties. Unless expressly stated otherwise in a SOW, all fees are in United States dollars. SOWs may be entered into directly between Avolve and Licensee or may be executed between Licensee and an authorized Avolve reseller, but in either case, the professional services provided thereunder shall be provided by Avolve unless expressly stated otherwise in the SOW.
- 1.16 “Territory” means the world except for those countries prohibited by United States’ export laws, and further subject to Section 12.4 of the GTC.
- 1.17 “Use” means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.
- 1.18 “User” means authorized Licensee employees and third parties that require access to the Software in connection with Licensee’s internal business operations, such as Licensee’s administrators, contractors, reviewers, and applicants.

2. SOFTWARE AND SERVICES.

2.1 License.

2.1.1 Software. Subject to Licensee's compliance with all the terms and conditions of this Agreement and prompt payment of all fees owed for use of the Software, Documentation and other Avolve Materials, Avolve grants to Licensee a non-exclusive, non-transferable, non-sublicensable (except for the limited right to allow Users to Use set forth in this Section 2.1.1) license during the License Term to Use the Software, Documentation, and other Avolve Materials to run Licensee's internal business operations and to provide internal training and testing for such internal business operations, solely for the specific Business Unit(s) as further set forth in the Software Sales Order. Should Licensee desire to reorganize any such Business Unit, it shall provide Avolve written notice as soon as possible following the determination of reorganization, so that Avolve may review the planned reorganization to determine if it is consistent with the Business Unit limitation in this license grant and, if not, what additional fees will be required due to Licensee's reorganization to include additional Business Units.

2.1.2 Restrictions. Licensee will, and will ensure that its Users, only use the Software in accordance with the Documentation. Licensee will not, and will ensure that its Users do not: (i) copy or duplicate the Software in excess of the number of licenses purchased (for production use) or otherwise authorized under this Agreement (for non-production use); (ii) use the Avolve Materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training); (iii) assign, sublicense, sell, lease, loan, resell, sublicense or otherwise distribute or transfer or convey the Avolve Materials, or pledge as security or otherwise encumber Licensee's rights under this Agreement; (iv) make any Use of or perform any acts with respect to the Avolve Materials other than as expressly permitted in accordance with the terms of this Agreement; or (v) use Software components other than those specifically identified in the Software Sales Order and then only as part of the Software as a whole, even if it is also technically possible for Licensee to access other Software components; or (vi) modify, further develop or create any derivative works of, disassemble, decompile, reverse engineer or otherwise attempt to obtain or perceive the source code from which any part of the Software is compiled or interpreted, or access or use the Software in order to build a similar or competitive product or service; (vii) distribute the Software in any form other than the form delivered by Avolve to Licensee or otherwise permitted under this Agreement; or (viii) publish any results of benchmark tests run on the Software. Licensee acknowledges that nothing herein will be construed to grant Licensee any right to obtain or use the source code. Licensee acknowledges that the Software may contain self-reporting technology by which Avolve may receive information deemed relevant by Avolve to providing Avolve Support, improving the Avolve Materials, monitoring compliance, and any other purposes as determined by Avolve in its reasonable discretion. Licensee shall not tamper with or attempt to disable such self-reporting technology. Licensee agrees to take all commercially reasonable steps to ensure that Users abide by the terms of this Agreement and expressly agrees to indemnify Avolve, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by Avolve arising from a breach by the User of the conditions of this Agreement.

2.1.3 High-Risk Activities. The Software is not fault-tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems, in which the failure of the Software or derived binaries could lead directly to death, personal injury, or severe physical or environmental damage (collectively, "High Risk Activities"). Licensee shall not use the Software for any High Risk Activities.

2.1.4 Third Party Components. The Software and its component parts are protected by copyright and other propriety rights of Avolve and one or more third party software vendors (including Open Text

Corporation (“OTC”) (all such third party vendors, including without limitation Oracle and OTC, shall be referred to herein as “third party vendors” or “third party software vendors”). Licensee may be held directly responsible by such third party vendors for acts relating to the Software component parts that are not authorized by this Agreement. Licensee’s use of such third party software is limited to only in conjunction with the Software and Licensee acknowledges that it is not allowed to modify such third party software or use it independent from the Software. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSEE WAIVES, AND WILL CAUSE ITS USERS TO WAIVE, ALL CLAIMS AND CAUSES OF ACTION AGAINST SUCH THIRD PARTY SOFTWARE VENDORS THAT ARISE UNDER THIS AGREEMENT.

2.1.5 Copies. Licensee may make one copy of the Software for back-up/archival purposes only, if the copy contains all of the original Software’s proprietary notices. For the avoidance of any doubt, unless expressly set forth otherwise in the applicable Software Sales Order, such additional copy may not be run concurrently, either in production mode to increase performance or in a non-production mode for testing, development or any other purpose. Should Licensee desire to run additional copies of the Software concurrently, additional license rights must be purchased by Licensee.

2.1.6 Ownership. Licensee acknowledges and agrees that Licensor owns all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Software and any suggestions, enhancements requests, feedback, recommendations or other information provided by Licensee or any of its Users related to the Software. Licensee’s rights in the Software, updates (provided Licensee has purchased Avolve Support), and the related materials supplied by the Licensor pursuant to this Agreement are strictly limited to the right to use the proprietary rights in accordance with the terms of this Agreement. No right of ownership, expressed or implied, is granted under this Agreement.

2.1.7 API Use. Provided that Licensee has been authorized by Licensee in writing to build Add-Ons (which authorization may be withdrawn by Avolve at any time upon written notice to Licensee), Licensee may use the API to create custom Add-Ons solely as set forth in Section 6 below. While Avolve currently does not charge for use of the API, Avolve reserves the right to charge a fee for the use of the API in the future. Should Avolve implement a fee for the API, prior written notice will be given to Customers who are currently using the API.

2.1.8 Approved Hardware. Licensee agrees to install the Software only on information technology devices (e.g. servers, hard disks, central processing units or other hardware) identified by Licensee pursuant to this Agreement and that has been previously approved by Avolve in writing or otherwise officially made known to the public by Avolve as appropriate for Use or interoperation with the Software (the “Designated Unit”).

2.2 Outsourcing Services. With Avolve’s prior written consent, Licensee may permit services providers to access the Software solely for the purpose of providing facility, implementation, systems, application management or disaster recovery services to Licensee in connection with the business of Licensee for which the Software is herein licensed. Licensee agrees to be responsible to Avolve for the conduct of Licensee’s services providers to the same extent that Licensee is responsible to Avolve hereunder for the conduct of Licensee’s employees.

2.3 Services. Avolve shall provide Avolve Support or other professional services (the “Professional Services”) from time to time as mutually agreed upon by the parties from time to time in a Software Sales Order and/or SOW. Upon completion of each Professional Service milestone identified in the Software Sales Order and/or SOW to be subject to acceptance, Company shall have an acceptance period of up to thirty (30) calendar days during which Licensee will have the opportunity to verify that the Professional Service complied in all material respects with the applicable specifications set forth in the Software Sales Order and/or SOW, or if no such specifications were provide, to Licensee’s

reasonable satisfaction (the "Acceptance Deadline"). If Licensee concludes that the Professional Services are acceptable, it shall notify Avolve in writing on or before the Acceptance Deadline by executing Avolve's standard acceptance form. If Licensee concludes that the Professional Services are unacceptable, it shall, instead of executing Avolve's standard acceptance form, notify Avolve in writing by the Acceptance Deadline, including in such written notification a reasonably detailed explanation of the basis for the rejection. For all Professional Services timely rejected that fail to comply in all material respects with the applicable specifications, as Licensee's sole remedy and Avolve's sole liability, Avolve will use commercially reasonable efforts to re-perform the Professional Services in accordance with the specifications and, if despite Avolve's commercially reasonable efforts it is unable to re-perform the Professional Services in accordance with the specifications, Avolve shall refund amounts paid by the Licensee for the specific Professional Services that did not comply in all material respects with the applicable specifications. If Licensee neither executes an acceptance form nor provide written notice of rejection by the Acceptance Deadline, Licensee shall be deemed to have accepted the Professional Services upon expiration of the Acceptance Deadline.

3. VERIFICATION. Avolve shall be permitted to audit (at least once annually and in accordance with Avolve standard procedures, which may include on-site and/or remote audit) the usage of the Avolve Materials. Licensee shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Licensee underpaid license fees and/or Avolve Support fees to Avolve and/or (ii) that Licensee has Used the Software in excess of the license quantities or levels stated in the Software Sales Order, Licensee shall pay such underpaid fees and/or for such excess usage based on Avolve List of Prices and Conditions Software and Support governing use in effect at the time of the audit, and shall execute an additional Software Sales Order in accordance with the terms of this Agreement to affect the required licensing of any additional quantities or levels. Reasonable costs of Avolve's audit shall be paid by Licensee if the audit results indicate usage in excess of the licensed quantities or levels. Avolve reserves all rights at law and equity with respect to both Licensee's underpayment of License fees or Avolve Support fees and usage in excess of the license quantities or levels.

4. PRICE, PAYMENT, AND DELIVERY.

4.1 Fees. Licensee shall pay to Avolve (if purchasing directly from Avolve) or to Avolve's authorized reseller (if purchasing through a reseller) license fees for the Software and fees for Avolve Support as set forth on the Software Sales Order(s) hereto. In addition, if Licensee purchases any professional service fees from Avolve, Licensee shall pay to Avolve the fees set forth on any SOWs. All fees, unless expressly stated otherwise on the applicable Software Sales Order, shall be in United States dollars. For fees owed to Avolve, any fees not paid when due shall, which unless otherwise specified in the applicable Software Sales Order or SOW will be thirty (30) calendar days from invoice, accrue interest at the rate of 18% (eighteen percent) per annum, but not to exceed the maximum amount as allowed by law. All fees to be paid to Avolve are due in advance, irrevocable and non-refundable (except as expressly set forth otherwise in this Agreement). Licensee agrees to provide Avolve with complete and accurate billing and contact information.

4.2 Taxes. Fees and other charges described in this Agreement do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar transaction taxes ("Tax(es)") now or hereafter levied, all of which shall be for Licensee's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to Avolve prior to the execution of this Agreement. If Avolve is required to pay Taxes, Licensee shall reimburse Avolve for such amounts. Licensee hereby agrees to indemnify Avolve for any Taxes and related costs, interest and penalties paid or payable by Avolve.

4.3 Delivery of the Software; Installation. Avolve will deliver the Software either by making it available for electronic download or by physical delivery of media to Licensee. Risk of loss passes at the time of such electronic or physical delivery. Licensee agrees and understands that the calculation of Taxes

may be affected by the delivery method and delivery location of the Software and corresponding Avolve Support. Licensee agrees to promptly, following initial delivery of the Software, but in all cases within ninety (90) days, to provide Avolve with reasonable access to Licensee's facilities and systems in order for Avolve to initially install the Software. Unless agreed to in writing by Avolve, Licensee understands that it is not authorized to conduct the initial installation of the Software. For the avoidance of any doubt, all installation services are professional services provided by Avolve under a SOW.

5. TERM.

5.1 Term. Except as set forth otherwise in Section 5.3 below or if terminated earlier in accordance with this Section 5, this Agreement shall commence on the Effective Date and shall continue for the longer of either (a) the expiration of the License Terms set forth on all the Software Sales Order or (b) the completion of all professional services under all SOWs.

5.2 Termination. In addition to any termination rights that may be set forth in a specific Software Sales Order or SOW, either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches this Agreement and thereafter has failed to cure such material breach (or commenced diligent efforts to cure such breach that are reasonably acceptable to the terminating party) within thirty (30) days after receiving written notice thereof.

5.3 End of Term Duties. Upon termination of the Agreement hereunder for Licensee's breach of Section 2.1.2 (or Licensee's failure to meet its indemnification obligations hereunder which in each case would terminate all existing License Terms and SOWs), (a) Licensee and its Users shall immediately cease Use of all Avolve Materials and Confidential Information and (b) Avolve shall immediately cease all professional services. Within thirty (30) days after such termination, Licensee shall irretrievably destroy or upon Avolve's request deliver to Avolve all copies of the Avolve Materials and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Licensee must certify to Avolve in writing that it has satisfied its obligations under this Section 5.3.

5.4 Survival. Sections 2.1.1 (except as set forth in Section 5.3), Section 2.1.2, 2.1.4, 2.1.6, 3, 4.1, 4.2, 5, 6.1, 8 - 10, 12.1 - 12.3, 12.5, 12.6, and 12.8-12.11 shall survive any termination, along with any other provisions which by their nature would reasonable be understood to survive termination. In the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee. Termination shall not relieve Licensee from its obligation to pay fees that remain unpaid.

6. Add-Ons.

6.1 Conditioned on Licensee's compliance with the terms and conditions of this Agreement, Licensee may make Add-ons to the Software in furtherance of its permitted Use under this Agreement, and shall be permitted to use Add-ons with the Software in accordance with the License grant to the Software set forth in Section 2.1.1 herein. All Add-ons developed by Avolve (either independently or jointly with Licensee or other third parties) and all rights associated therewith shall be the exclusive property of Avolve. Licensee agrees to execute those documents reasonably necessary to secure Avolve's rights in the foregoing. All Add-ons developed by or on behalf of Licensee without Avolve's participation ("Licensee Add-on"), and all rights associated therewith, shall be the exclusive property of Licensee subject to Avolve's rights in and to the Software; provided, Licensee shall not commercialize, market, distribute, license, sublicense, transfer, assign or otherwise alienate any such Licensee Add-ons. Avolve retains the right to independently develop its own Add-ons to the Software, and Licensee agrees not to take any action that would limit Avolve's sale, assignment, licensing or use of its own Software or Add-ons thereto.

6.2 Any Licensee Add-on must not (and subject to other limitations set forth herein): enable the bypassing or circumventing any of the restrictions set forth in this Agreement and/or provide Licensee with access to the Software to which Licensee is not directly licensed; nor permit mass data extraction from Software to any non-Avolve software, including use, modification saving or other processing of data in the non-Avolve software; nor unreasonably impair, degrade or reduce the performance or security of the Software; nor render or provide any information concerning Avolve software license terms, Software, or any other information related to Avolve products.

6.3 Add-ons are excluded from Avolve Support. Licensee may purchase support from Avolve for Add-ons as professional services under an SOW.

7. WARRANTY.

7.1 Warranty. Avolve warrants that the Software will substantially conform to the specifications contained in the Documentation for ninety (90) days following the Software Acceptance Date. The warranty shall not apply: (i) if the Software is not used in accordance with the Documentation; (ii) not initially installed within the time period set forth in Section 4.3 above, unless such failure to timely install is due solely to the fault of Avolve; or (iii) if the defect is caused by an Add-on (other than an Add-on made solely by Avolve and which is provided through Avolve Support or under warranty), Licensee or third-party software. Avolve does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Licensee's business requirements. Provided Licensee notifies Avolve in writing with a specific description of the Software's nonconformance within the warranty period and Avolve validates the existence of such nonconformance, Avolve will, at its option: a) repair or replace the nonconforming Software, or b) refund the license fees paid for the applicable nonconforming Software in exchange for a return of such nonconforming Software. THIS IS LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY.

7.2 Express Disclaimer. AVOLVE AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION.

8.1 This section intentionally omitted.

8.2 Infringement. If a third party makes a claim against the Licensee that any Use of the Software in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Avolve, at its sole cost and expense, will defend Licensee against the claim and indemnify Licensee from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Avolve, provided that Licensee: (i) notifies Avolve promptly in writing of the claim; (ii) gives Avolve sole control of the defense and any settlement negotiations; and (iii) gives Avolve reasonable assistance in the defense of such claim. If Avolve believes or it is determined that the Software has violated a third party's intellectual property rights, Avolve may choose to either modify the Software to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Avolve may terminate Licensee's use rights and refund any unused, prepaid fees Licensee may have paid to Avolve. Avolve will not indemnify the Licensee to the extent that the alleged infringement arises from (1) the combination, operation, or use of the Software with products, services, information, materials, technologies, business methods or processes not furnished by Avolve (including without limitation use on other than a Designated Unit); (2) modifications to the Software, which modifications are not made

by Avolve; (3) failure to use updates to the Software provided by Avolve; or (4) use of Software except in accordance with any applicable user documentation or specifications.

8.3 THE PROVISIONS OF THIS SECTION 8 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF AVOLVE AND ITS LICENSORS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATIONS OF LIABILITY.

Except for infringement or misappropriation of intellectual property rights, in no event will either party be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of profits, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with this Agreement, including without limitation supply, use or performance of the Software and the provision of the Avolve Support and other services. Except for direct damages and expenses associated with infringement or misappropriation of intellectual property rights and Avolve's obligation to indemnify Licensee, each party's aggregate, cumulative liability for damages and expenses arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of fees owed and/or received by Avolve under this Agreement. Such fees reflect and are set in reliance upon this limitation of liability. The limited remedies set forth in this Agreement shall apply notwithstanding the failure of their essential purpose.

10. CONFIDENTIALITY.

10.1 Use of Confidential Information. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party: (a) shall take commercially reasonable steps to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

10.2 Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; (d) the disclosing party agrees in writing is free of such restrictions; or (e) the disclosure is required by law or court order. Avolve expressly understands that Licensee is a public agency subject to the California Public Records Act (Cal. Government Code Section 6250 et seq.). In the event that Licensee receives a public records request seeking the disclosure of information that Avolve has marked as Confidential Information, Licensee shall notify Avolve in writing within two (2) business days, and Avolve shall be allowed to take any reasonable action to preserve the confidentiality of such information. Licensee's obligation pursuant to this section shall only extend to notifying Avolve of the request, and Licensee shall have no obligation to preserve the confidentiality unless doing so is in full compliance with the law.

10.3 Confidential Terms and Conditions; Publicity. Licensor may identify Licensee on its customer lists and list Licensee as a customer in its marketing and advertising materials, and reproduce Licensee's company name, logo, trademark, trade name, service mark, or other commercial

designations, solely in connection therewith. If requested by Licensor during the first two years of this Agreement, Licensee agrees to timely execute the following activities: Press Release, Case Study Testimonial, ROI Benchmarking Study, Client Referrals.

10.4 Data Security. In addition to and without prejudice to the confidentiality terms set forth in this Section 10, the following additional data security provisions shall apply to any highly-sensitive Confidential Information provided by Licensee to Avolve (“Highly-Sensitive Information”), including without limitation any personally identifiable information or financial information.

10.4.1 Disclosure. Licensee shall use its best efforts to limit disclosure of Highly-Sensitive Information to Avolve and only provide Highly-Sensitive Information to Avolve with the prior written consent of either Avolve’s Chief Executive Officer or Chief Financial Officer. Prior to disclosure of any Highly-Sensitive Information, Avolve and the Licensee shall agree in writing to the procedures surrounding the disclosure, including any encryption requirements and the mechanism of disclosure.

10.4.2 Data Security Safeguards. Avolve has implemented and maintains an information security program that incorporates administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of Highly-Sensitive Information provided by Licensee to Avolve in accordance with this Section 10.4.

10.4.3 Data Security Breach. Avolve will notify Licensee promptly and in no event later than one (1) business day following Avolve’s discovery of a Data Security Breach (defined below) and shall (i) undertake a reasonable investigation of the reasons for and the circumstances surrounding such Data Security Breach and (ii) reasonably cooperate with Licensee in connection with such investigation, including by providing Licensee with an initial summary of the results of our investigation as soon as possible, but in all cases within two (2) business days after the date Avolve discovered or reasonably suspected a Data Security Breach, and then regular updates on the investigation as it progresses; (iii) not make any public announcements relating to such Data Security Breach without Licensee’s prior written approval, which shall not be unreasonably withheld; (iv) use commercially reasonable efforts to take all necessary and appropriate corrective action reasonably possible on our part designed to prevent a recurrence of such Data Security Breach; (v) collect and preserve evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Data Security Breach, which shall meet reasonable expectations of forensic admissibility; and (vi) if requested by Licensee, at Licensee’s cost, provide notice to individuals or entities whose Confidential Information was or may have been affected in a manner and format specified by Licensee. In the event of any Data Security Breach caused by Avolve, Licensee shall have, in addition to all other rights and remedies available under this Agreement, law and equity, the right to terminate the Agreement upon thirty (30) days prior written notice. For purposes of this Agreement, the term “Data Security Breach” shall mean any of the following occurring in connection with Highly-Sensitive Information (provided that Licensee has sent the Highly-Sensitive Information to Avolve pursuant to the terms of this Section 10.4 using the secure transfer protocols agreed upon by the parties) in connection with Licensee’s use of the Software: (a) the loss or misuse of Highly-Sensitive Information; and (b) disclosure to, or acquisition, access or use by, any person not authorized to receive Highly-Sensitive Information, other than in circumstances in which the disclosure, acquisition, access or use is made in good faith and within the course and scope of the employment with Avolve or other professional relationship with Avolve and does not result in any further unauthorized disclosure, acquisition, access or use of Highly-Sensitive Information.

10.4.4 Signatures. The parties shall use electronic signatures for all agreements unless otherwise prohibited by law. Prior to any public disclosure of any document containing a signature, the signature shall be redacted by the disclosing party in a manner which renders it illegible and unable to be copied.

11. ASSIGNMENT. Licensee may not, without Avolve's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the Avolve Materials or Avolve Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation.

12. GENERAL PROVISIONS.

12.1 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

12.2 No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

12.3 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

12.4 Regulatory Matters. The Software, Documentation and Avolve Materials are subject to the export control laws of various countries, including without limit the laws of the United States. Licensee agrees that it will not submit the Software, Documentation or other Avolve Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of Avolve, and will not export the Software, Documentation and Avolve Materials to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the Software, Documentation or other Avolve Materials by Licensee and/or its Affiliates.

12.5 Governing Law; Limitations Period. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of State of California without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States law, rules, and regulations, United States law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply.

12.6 Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of Avolve and Licensee at the addresses first set forth in any Software Sales Order or Sales agreement. Where in this section 12.6 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

12.7 Force Majeure. Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

12.8 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between Avolve and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the parties disclaim any reliance on any such representations, discussions and writings. This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and

conditions which may appear on any purchase order or other document furnished by Licensee to Avolve. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. Signatures sent by electronic means (facsimile or scanned/sent via e-mail) shall be deemed original signatures. This Agreement does not create any partnership, joint venture or principal and agent relationship.

12.9 Independent Contractor. Avolve is an independent contractor and not an employee of the Licensee. Any personnel performing services under this Agreement on behalf of Avolve shall at all times be under Avolve's exclusive direction and control. Avolve shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Avolve shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and worker's compensation insurance.

12.10 This section is intentionally omitted.

12.11 United States Federal Governmental Users. The Software and Documentation are "commercial items" as that term is defined in 48 C.F.R. 2.101 (October 1995) consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (September 1995). Consistent with 48 C.F.R. 12.212 and with 48 C.F.R. 227.7202-1, 227-7202-3 and 227-7202-4 (June 1995), if the Licensee is the U.S. Government or any department or agency of the U.S. Government, the Software and Documentation are licensed under this Agreement (i) only as a commercial item, and (ii) with only those rights as are granted to all other end-users pursuant to the terms and conditions of this Agreement.

Attachment 1 to Exhibit C – Avolve Perpetual Support Terms

Avolve Support Terms

These Avolve Support Terms (“SLA”) defines the maintenance and support services (“Avolve Support”) which Avolve Software Corporation (“Avolve”) shall provide to any customer (“Customer”) who is entitled pursuant to a separate written sales order (the “Sales Order”) with Avolve to Avolve Support. This SLA defines Avolve Support for both traditional licensees (“Licensees”) of Avolve software (the “Software”). For the avoidance of any doubt, customers who have not purchased Avolve Support and customers who are not current on their fees are not entitled to Avolve Support. This SLA, together with the Sales Order and the Avolve General Terms and Conditions, represents Customer’s Agreement (as such term is defined in the Avolve General Terms and Conditions).

1. **Avolve Maintenance for Standard, Premium, and Named Enhanced Support.** Avolve currently offers three levels of Avolve Support, standard, premium and named enhanced support.

1.1. Standard Avolve Support refers to all maintenance and support services standardly provided by Avolve to current customers for the standard, not-customized Software. The following are included in standard Avolve Support:

- (a) New releases of Software within an integer version of said Software (e.g. all 8.X versions of ProjectDox);
- (b) Patches and “hot fixes” within the integer version of said Software;
- (c) Phone, email and trouble-ticket reporting systems for Software within the integer version of said Software in accordance with this SLA;
- (d) Integrations to third-party software and systems defined by Avolve as “Standard Integrations”; and
- (e) (Avolve) ProjectDox Workflows and eForms defined by Avolve as “Best-in-Class,” or otherwise designated by Avolve as “standard derivatives” of Best-in-Class workflows and eForms. A standard derivative workflow and or eForm is considered that which can be reasonably implemented by way of features and functions included in the Software, and for which additional, custom software code development is not required.

For the avoidance of any doubt, standard Avolve Support does NOT include upgrades to a future integer version of the Software (e.g. ProjectDox version 8.X to version 9.X). Avolve reserves the right to charge an additional fee when Customers are upgrading from one major release to another. When applied, such additional fee will be determined based on (a) number of upgrade versions, (b) the complexity of customization, and (c) the complexity of add-ons and integrations of Avolve or third-party products/systems.

1.2. Avolve Premium and Named Enhanced Support refers to all maintenance and support services provided outside of, or beyond, standard Avolve Support. Examples of Avolve Premium and Named Enhanced Support include:

- (a) Support for non-standard or customized Software features;
- (b) Non-Standard integrations to third party software and systems;
- (c) Workflows and eForms not covered under standard Avolve Support, including those that are developed under a statement of work;
- (d) Predetermined and/or pre-scheduled modifications to third party software and/or systems;
- (e) On-call support;
- (f) Faster response times and support schedules;
- (g) Support for any exclusions set forth in Section 8 (Exclusions) below.

2. **Avolve Support Fees.** Unless set forth otherwise on the applicable Sales Order, standard Avolve Support fees shall be calculated at twenty percent (20%) of the applicable Software license fees. Unless set forth otherwise in the applicable Sales Order, supplemental Avolve Support fees are at Avolve’s then current rates.

3. **Portal.** Avolve will provide reasonable portal support for problem determination and resolution for problems arising during normal operation of the Software. Avolve may require the Customer to provide a written assistance request describing the problem. All issues MUST be reported via the portal.

Support Portal: <https://support.avolvesoftware.com>

Upon first entering the portal, the Customer may request a login and Avolve limits logins to one agent per Customer. After a login is received, the Customer may enter, track, update, and report on trouble ticket as well as communicate with Avolve helpdesk staff via phone, email, web meeting, and/or ticket notes. In addition to working with members of Avolve’s Support Team, Customers have access to , Latest Product News Articles, FAQs, Documentation, and a Knowledge-base via the Support Portal as well.

4. Support Hours.

- 4.1. Licensees with a standard support contract will receive assistance during Avolve’s normal working hours of 8:00 a.m. through 5:00 p.m., Monday through Friday (excluding standard holidays), Mountain Standard Time.
- 4.2. Avolve, in its sole discretion, may offer premium or named enhanced support contracts, which would entitle the purchasing customer to additional support hours and/or other benefits beyond those set forth in this SLA (“Premium Support” or “Named Enhanced Support”). If purchased by a customer, Premium Support or Named Enhanced Support terms will be set forth in the applicable Sales Order.

5. On-Site Emergency Support. Customer may request Avolve to provide on-site emergency operational support services as a separate and distinct billable service.

6. Releases Included. Avolve Support for Licensees of the Software includes all minor and maintenance releases. Avolve reserves the right to charge upgrade fees for major releases or major ancillary program components. Additionally, some features may or may not be activated based on license terms.

6.1. For the purposes of this SLA, (i) “maintenance releases” shall mean such bug fixes and/or platform updates that are designated by an increment in the last decimal of the release i.e. n.n.1 by Avolve; (ii) “minor releases” shall mean such bug fixes, platform updates, and/or minor product enhancements that are designated by an increment in the second decimal of the release i.e. n.1.n by Avolve; and (iii) “major releases” shall mean such bug fixes, platform updates, and major product enhancements and/or new features that are designated by an increment in the whole number of the release i.e. 1.n.n by Avolve.

6.2. To the extent applicable, all Avolve Support provided to Customer (including all maintenance releases, minor releases, and major releases) shall be subject to the applicable license agreement between Avolve and Customer.

7. Problem Determination and Resolution. Avolve resources will be allocated to resolve reported problems based on the severity level set forth in the table below and Avolve will use commercially reasonable efforts to provide a prompt acknowledgement, acceptable resolution, workaround, or a plan for the provision of a resolution or acceptable workaround in the timeframe set forth in the table below:

Severity Level	Definition	Initial Response Time	Resolution Commitment
System Down	An error that causes a <u>catastrophic</u> failure substantially impacting Customer’s business.	1 Hour	Avolve and Customer will commit full-time resources during normal business hours for problem resolution, to obtain workaround, or reduce the severity of the error.
High	An error that causes Avolve product to fail without significant business impact. Causes a substantial reduction in performance.	24 Hours	Avolve and Customer will commit full-time resources during normal business hours for problem resolution, to obtain a workaround, or reduce the severity of the error.

Severity Level	Definition	Initial Response Time	Resolution Commitment
Medium	An error that causes only minor impact on use of the product.	72 Hours	Avolve and Customer will commit resources during normal business hours for problem resolution.
Low	A service request for a new feature, additional documentation, or an explanation of product functionality.	Within 5 Business Days	Avolve and Customer will provide resources during normal business hours to address request. Enhancement requests will be logged and sent to Avolve Development for review and possible incorporation into ProjectDox.

- (a) **Initial Response Time.** Once a problem has been reported, Customer will receive an acknowledgement via email, phone or the support portal, as to the receipt of the problem as reported and a confirmation of the problem severity. Avolve will begin the process of problem determination and resolution at this point. The time the ticket is submitted and the response time will be logged to ensure SLA is met.
- (b) **Status Updates.** During the problem determination and resolution process, Customer may receive regular communications, via email, phone or the support portal, as to the status of the problem determination and resolution. All communications should be logged in Avolve's support system including date, time, and contact name. This helps Avolve and the customer determine the status and duration of the issue reported.
- (c) **Resolution.** In response to the problem reported, Customer will receive, as appropriate, one of the following resolutions: an existing correction, a new correction, a viable workaround, or a plan on how the problem will be addressed.
- (d) **Severity Re-classification.** If Customer determines that a previously reported and in-progress issue's severity needs to be re-classified or escalated, Customer should issue a new call or email to the Technical Support Team.

8. Exclusions. Avolve will have no obligation to support the following, pursuant to the terms of this Agreement:

- 8.1. Software use not covered by an active support contract and/or not in compliance with a valid agreement with Avolve. A support contract must cover all Software licenses purchased.
- 8.2. Software that is altered or modified other than as approved in writing by Avolve.
- 8.3. Any Software that is either not within the current major (integer) release or is more than two (2) minor releases back from the current minor release within the major (integer) release.
- 8.4. Problems caused by misuse or misapplication of the Software, including any anomalies and/or failures in test or production operating environments that impact the Software and are determined to have their cause due to Customer decisions, actions, system configuration/ modification, policies and/or procedures. For the avoidance of any doubt, this exclusion is not intended to and does not cover any problems which are determined to have their cause due to the Customer following any system configurations/modifications recommended or required by Avolve in writing.
- 8.5. Software installed on any computer hardware/software configurations not supported by Avolve.
- 8.6. Problems caused by Licensee custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and Licensee's Agreement.
- 8.7. Problems caused by updates or upgrades of 3rd party applications that are integrated with Avolve products.

- 8.8. Problems caused by on-premises hardware problems or related issues such as router, network or hard drive failures or incorrect configuration settings.
- 8.9. Services required to implement any updates, upgrades or releases on Customer's network, as well as all other operational support issues, are not included with Avolve Support. Such additional services may be purchased for an additional fee.
- 8.10. All Training programs, regardless of software version updates and/or upgrades.
- 8.11. Operational Support including but not limited to: (a) Windows configuration issues; (b) SQL Database maintenance and or tuning; (c) VMWare tuning or configuration; (d) Firewall configuration; (e) Network performance; (f) End-User browser support; (g) User-modified and new workflows or eForms.
- 8.12. Add-ons (as such term is defined in the Customer's Agreement).
- 8.13. Any other reasons set forth in the Customer's Agreement.

Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Any services provided for exclusions shall be paid by Customer at Avolve's then-current rates, as well as all travel and other expenses incurred by Avolve in providing such services.

9. Customer's Obligations for Operational Support.

- 9.1. Contact Person(s). Customer will designate up to two (2) contact person(s) (or such other replacement individuals as Customer may designate in writing) (each a "Contact Person"), who shall be the sole contacts for the coordination and receipt of the Support Services set forth in this SLA. Each Contact Person shall be knowledgeable about, as applicable, the Software. If Avolve is unable to contact any designated Contact Person through the specified means for a period of time and such contact would be helpful for performing the Support Services, Avolve may refuse to perform the Support Services until Avolve is able to contact a designated Contact Person, in which case the times for resolution set forth in Section 5 will be suspended for such period of time.
 - 9.2. Remote Access. For the purpose of problem determination and analysis, Customer will provide, as necessary and at Customer's discretion, the Technical Support Team with remote access capabilities into Customer's system's running the Software.
 - 9.3. Supporting Data. Customer will provide reasonable supporting data to aid in the identification and resolution of the issue.
 - 9.4. Installation. Unless otherwise instructed by Avolve, Customer will be responsible for installing any error correction, update or upgrade.
 - 9.5. Initial Troubleshooting. Customer's Support Contact has the responsibility of performing due diligence in resolving issues prior to contacting support and will be expected to provide additional details as a result of their investigation of the issue.
10. **Term.** The term of this SLA shall be as set forth on the Sales Order associated with this SLA and shall continue unless terminated pursuant to the terms of the Agreement.
11. **Fees / Termination / Renewal.** Fees will be billed and due as provided for in the Agreement. Fees are paid in advance and are irrevocable and non-refundable (except for the limited credit right set forth in Section 12 below and if set forth expressly otherwise in the Agreement). If Licensee fails to pay all fees by the due date, this SLA, and all Avolve Support provided for under it, may be immediately terminated, without notice, by Avolve. To reinstate or renew Avolve Support (if reinstatement is allowed by Avolve at its sole discretion), Customer must pay in advance and in full all Fees that were considered in arrears at that time.

12. **Credits.** Should Avolve fail to meet any of the commitments set forth in this SLA, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY:

- 12.1. **Licensees.** Licensees of Software shall be entitled to receive a service credit of 1% of the licensee's monthly prorated support fees, per incident in a given month, up to a maximum 50% of monthly prorated support fee payable by the customer. The amount of compensation may not exceed 50% of the licensee's monthly support fee. This means that if a customer has two (2) incidents in which Avolve failed on the initial response within the time frame stated, they are entitled to receive a service credit of 2% of the prorated monthly support fee.
- 12.2. **Requesting a Credit.** As outlined in this SLA, Avolve shall issue a service credit to Customer's account if Avolve does not meet the guaranteed response time limits mentioned in the SLA. The Service Credit will be applied to the clients next invoice that is due (which may be applied as a discount on the following year's support and maintenance renewal), after the credit has been requested and approved by a member of the Avolve Management staff. In order for a customer to receive a credit on their account, the customer must request the service credit within seven (7) business days of the incident in which the response time was not met. This credit request must come from the authorized e-mail account for the customer's account, and must be submitted directly in the form of a ticket via the customer's portal account. The ticket must include the customer's account information, and the Ticket Number in which the response time was not met by Avolve's Support Department. Since all response times are checked through the Ticket Helpdesk System, there will need to be a Ticket Number mentioned and/or the dates and times that the incident(s) occurred. The Service Credit Request will be reviewed by a member of Avolve's Management staff to make sure the request is valid, and the customer will receive notification of a Service Credit approval or denial. If a Service Credit Request has been approved, the Service Credit will be applied to the customers next due invoice.



EXHIBIT D INSURANCE REQUIREMENTS - GENERAL

Definition:

For purposes of this contract, the following definition applies: City of Milpitas includes the duly elected or appointed officers, agents, employees and volunteers of the City of Milpitas, individually or collectively.

Insurance Required:

No work shall be done under this Contract unless there is in effect insurance required by the Contract and under this section, and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain or cause to be maintained adequate workers' compensation insurance as required under the laws of the State of California, for all labor employed by him or by any subcontractor under him who may come within the protection of such worker's compensation laws of the State of California and shall provide or cause to be provided employer's liability insurance for the benefit of his employees.

Minimum Scope of Insurance: (Check Mark Indicates Required)

Coverage must be *at least as broad as*:

- (X) Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
- (X) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- (X) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (X) Professional Liability or Errors & Omissions Liability insurance appropriate to the contractor's profession.
- () Architects' and Engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance:

Contractor must maintain limits no less than:

1. **General Liability:** (Including operations, products and completed operations, as applicable.) **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
2. **Automobile Liability:** **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation Employer's Liability:** Statutory
\$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee

the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

The Certificate with endorsements and notices shall be mailed to: City of Milpitas, Attention: Purchasing, 455 East Calaveras Boulevard, Milpitas California, 95035-5411.

Subcontractors:

Contractors must include all sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each sub-contractor. All coverage for sub-contractors are subject to all of the requirements included in these specifications.

Absence of Insurance:

If the Contractor allows the insurance to lapse, be cancelled, or be reduced below the limits specified in this article, the Contractor shall cause all work in the Project to cease and any delays or expenses caused due to stopping of work and change of insurance shall be considered Contractor's delay and shall not be considered to increase cost to the City or increase time in which the Project shall be completed.

Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may immediately terminate this Agreement

EXHIBIT E - NOTICE OF EXERCISE OF OPTION TO EXTEND AVOLVE SUPPORT TERM

AGREEMENT TITLE and DATE:	Avolve Software Corporation Electronic Plan Check Software 6/28/2017
CONTRACTOR Name and Address:	Avolve Software Corporation 4835 East Cactus Road, Ste. 420 Scottsdale, AZ 85254
DATE OF OPTION:	

(date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to the Terms and Conditions of the Agreement referenced above, the City of Milpitas hereby exercises its option to renew software maintenance/support services under the following provisions:

OPTION NO.	
-------------------	--

NEW OPTION TERM

Begin date:	
End date:	

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed **\$29,506.55** and reimbursable expenses, if any. The undersigned signing on behalf of the City of Milpitas hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

CITY OF MILPITAS a municipal corporation By _____ Name: Chris Schroeder Title: Purchasing Agent	AVOLVE SOFTWARE CORPORATION a Delaware corporation By _____ Name: Title:
---	--