AVOLVE SOFTWARE CORPORATION
Software as a Services Agreement

This agreement ("Agreement") is made this June 22, 2021 ("Effective Date") by and between Avolve Software Corporation, a Delaware corporation with offices at 4835 E. Cactus Road, Suite 420, Scottsdale, Arizona 85254, United States of America, ("Avolve" or "Services Provider") and City of Salinas ("Customer").

WHEREAS Avolve offers remotely hosted subscription, software-as-a-service access (on hardware owned or operated on behalf of Avolve by a third party hosting service provider such as Microsoft Corporation) to Avolve's software (collectively, such hosted electronic plan review and project information management, collaboration and review system, including all software applications, application program interfaces, modules, databases, hardware, infrastructure, documentation and system administration, management and monitoring activities that Avolve provides for the software shall be referred to herein as the "Avolve SAAS Solution");

WHEREAS Avolve provides professional services ("Professional Services") to assist customers with among other things, implementation of the Avolve SAAS Solution and training;

WHEREAS the Customer desires to purchase use rights for the Avolve SAAS Solution and related Professional Services (the "Initial Purchase") from Avolve and, pay for such purchases either directly or pursuant to an agreement between the Customer and a third party financing source reasonably acceptable to Avolve (the "Financing Company"); and

WHEREAS Avolve and Customer now desire to provide the terms and conditions under which Avolve will provide the Initial Purchase to Customer, as well provide the terms and conditions for the Customer to purchase other Professional Services from Avolve, with or without the assistance of Financing Company or another paying agent;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Avolve and Customer agree as follows.

SECTION A. – AVOLVE SAAS SOLUTION

1.   Avolve SAAS Solution.

      a.   Use Rights. Subject to Customer's compliance with all the terms and conditions of this Agreement, Avolve grants to Customer a non-exclusive, non-transferable, non-sublicensable right during the subscription term ("Subscription Term") identified in the Implementation SOW (attached hereto as Exhibit 2) to permit Users to use the Avolve SAAS Solution identified in the Implementation SOW for Customer's internal business operations, solely for the specific Business Unit(s) as further set forth in the Implementation SOW. Should Customer 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 use rights grant and, if not, what additional fees will be required due to Customer's reorganization to include additional Business Units. As used in this Agreement, "User" means authorized Customer employees and third parties that require access to the Avolve SAAS Solution in connection with the Customer's internal business operations, such as the Customer's administrators, contractors, reviewers, and applicants. There may be different types/levels of Users for the Avolve SAAS Solution, such as administrator Users, if so identified in the Implementation SOW.

      b.   Storage. The Avolve SAAS Solution will include for the initial Subscription Term the amount of storage set forth in the Implementation SOW. Customer acknowledges that should Customer exceed the included storage limits after Avolve has sent notice to Customer in accordance with Avolve's then-current standard storage limits and data backup practices (available upon request), additional charges will be incurred by Customer. Avolve shall invoice Customer for any such additional incurred charges, and Customer shall pay such invoices, in accordance with Section C of this Agreement. Avolve may, in

its sole discretion, modify the amount of standard storage included at no additional charge with the Avolve SAAS Solution, with such modification to become effective upon the effective date of any renewal term provided that Avolve provides Customer written notice of such modification at least ninety days in advance of the expiration of the then-current Subscription Term.

c.   <u>Restrictions on Use</u>. Customer will not, and will ensure that its Users do not: (i) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, host or transmit in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, any part of Avolve SAAS Solution or any other Avolve materials; (ii) use the Avolve SAAS Solution or any other Avolve materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training); (ii) assign, sublicense, sell, lease, loan, resell, sublicense or otherwise distribute or transfer or convey the Avolve SAAS Solution or any other Avolve materials, or pledge as security or otherwise encumber Customer's rights under this Agreement; (iii) make any use of or perform any acts with respect to the Avolve SAAS Solution or any other Avolve materials other than as expressly permitted in accordance with the terms of this Agreement; or (iv) use the Avolve SAAS Solution components other than those specifically identified in the Implementation SOW and then only as part of Avolve SAAS Solution as a whole, even if it is also technically possible for Customer to access other Avolve SAAS Solution components; or (v) 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 Avolve SAAS Solution is compiled or interpreted, or access or use Avolve SAAS Solution in order to build a similar or competitive product or service; (vi) allow use of the Avolve SAAS Solution or any other Avolve materials by anyone other than authorized Users; (vii) publish any results of benchmark tests run on Avolve SAAS Solution; (viii) unless otherwise expressly authorized in writing by Avolve, use the Avolve SAAS Solution in connection with any software product or tools, or any other software as a service not provided by Avolve; and (ix) input, upload, transmit or otherwise provide to or through Avolve SAAS Solution or any systems used by Avolve anything that is unlawful, injurious, or contains, transmits or activates any harmful code. Customer acknowledges that nothing herein will be construed to grant Customer any right to obtain or use the source code from which Avolve SAAS Solution is delivered. Customer shall not tamper with or attempt to disable any security device or protection used by Avolve SAAS Solution or any other Avolve materials, nor shall Customer damage, destroy, disrupt or otherwise impede or harm in any manner the Avolve SAAS Solution or any systems used by Avolve. Customer 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.

d.   <u>High-Risk Activities</u>. The Avolve SAAS Solution 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 Avolve SAAS Solution or derived binaries could lead directly to death, personal injury, or severe physical or environmental damage. The Avolve SAAS Solution is also not designed or intended for use with Federal Tax Information (FTI) as defined in the Internal Revenue Service Publication 1075 (IRS 1075) or criminal justice information ("CJI"), such as fingerprint records and criminal histories. Customer shall not use the Avolve SAAS Solution for any of these high-risk activities, including without limitation transmitting, storing or otherwise processing any FTI or CJI with the Avolve SAAS Solution.

e.   <u>Project Administrator</u>. Customer agrees, if not already designed in the Implementation SOW, to promptly designate in writing one person to be the Customer's point person responsible for all communications with Avolve (the Customer's "<u>Project Administrator</u>"). The Project Administrator is responsible for project administration duties as documented in the Avolve systems guides, statements

of work, and documentation (collectively, the "Documentation"), as provided for time to time by Avolve to Customer.

f.   Customer Connection. During the Term, the Customer is responsible for obtaining and maintaining connection to the Avolve SAAS Solution, including the Internet connection. Avolve shall not be responsible for any inadequacy or lack of functionality of Customer's connection to the Avolve SAAS Solution or the inability of the Customer's computer, telecommunications provider, or other equipment and capabilities to access or use the Avolve SAAS Solution.

g.   Third Party Service Providers and Components. Notwithstanding anything to the contrary in this Agreement or any other documents between Avolve and Customer, Customer acknowledges and agrees as follows.

1.   The Avolve SAAS Solution and its component parts are protected by copyright and other propriety rights of Avolve and one or more third party software vendors (including Oracle and 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"). Customer may be held directly responsible by such third party vendors for acts relating to the Avolve SAAS Solution component parts that are not authorized by this Agreement. Customer's use of such third party software is limited to only in conjunction with Avolve SAAS Solution and Customer acknowledges that it is not allowed to modify such third party software or use it independent from Avolve SAAS Solution. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CUSTOMER 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.   If Customer purchases from Avolve hosting of the Avolve SAAS Solution on the Microsoft® Windows Azure™ platform, the terms and conditions for such cloud services as such may be updated by Microsoft Corporation from time to time, are found online on at https://www.microsoft.com/licensing/docs/customeragreement. Customer should review the documents available on this website carefully to be sure that Customer reviews the appropriate customer agreement. If Customer has purchased Microsoft Cloud for US Government, review the customer agreement for Microsoft Cloud for US Government. If Customer is purchasing commercial access, the customer agreement for commercial access for the United States applies. Upon Customer's request, Avolve will provide Customer with assistance on finding and/or a copy of the appropriate Microsoft customer agreement. Customer acknowledges and agrees THAT (A) THE HOSTED SERVICES WILL BE PERFORMED SOLELY AND EXCLUSIVELY SUBJECT TO THE APPLICABLE MICROSOFT CORPORATION'S CUSTOMER AGREEMENT (the "Microsoft Customer Agreement) , (B) THAT AVOLVE DOES NOT GUARANTY MICROSOFT CORPORATION'S OBLIGATIONS PURSUANT TO THE MICROSOFT CUSTOMER AGREEMENT, AND (C) NOR CAN AVOLVE GRANT ANY WARRANTIES OR ADDITIONAL TERMS TO THE CUSTOMER AS TO THE HOSTED SERVICES UNDER THIS AGREEMENT. THE HOSTED SERVICES ARE SOLELY GOVERNED BY THE MICROSOFT CUSTOMER AGREEMENT, TO WHICH AVOVLE IS NOT A PARTY. Microsoft Corporation makes certain service level commitments to its customers, which are available online in the Microsoft Corporation's SLAs at https://azure.microsoft.com/en-us/support/legal/sla/summary/. If Customer desires to make a claim under the Microsoft Corporation SLAs, Customer shall submit the claim through Avolve. Avolve will escalate the claim to Microsoft Corporation for review. If Microsoft Corporation determines that a credit is due, Avolve will credit

Customer the amount Microsoft Corporation has paid to Avolve for the SLA credit promptly after receiving the credit from Microsoft Corporation.

h.   <u>Compatibility Updates</u>. Avolve will make commercially reasonable efforts to update the Avolve SAAS Solution, if and as required, to cause it to operate under new versions or releases of current operating systems and internet browsers, within fifteen (15) months of general availability.

i.   <u>Passwords, Access</u>. Customer may designate and add Users and shall provide and assign unique passwords and user names to each authorized User pursuant to Avolve's then-current protocols. At Avolve's discretion, Users may be added either by Avolve or directly by Customer. Customer shall ensure that multiple Users do not share a password or user name. Customer further acknowledges and agrees that it is prohibited from sharing passwords and/or user names with unauthorized users. Customer will be responsible for the confidentiality and use of its Users passwords and user names. Avolve will act as though any electronic communications it receives under such passwords, user names, and/or account numbers have been sent by Customer. Customer agrees to immediately notify Avolve if it becomes aware of any loss or theft or unauthorized use of any of passwords, user names, and/or account numbers. Customer agrees not to access Avolve Cloud by any means other than through the interfaces that are provided by Avolve.

j.   <u>Transmission Of Data</u>. Customer understands that the technical processing and transmission of Customer Data is necessary to use of the Avolve SAAS Solution, and consent to Avolve's interception and storage of Customer Data. Customer understands that its Users or Avolve may be transmitting Customer Data over the Internet, and over various networks, only part of which may be owned by Avolve. Avolve is not responsible for any portions of Customer Data that are lost, altered, intercepted or stored without authorization during the transmission of Customer Data across networks not owned by Avolve.

k.   <u>Customer Responsibilities</u>. Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which it acquired Customer Data, (c) be responsible for cooperating and assisting Avolve as reasonably requested by Avolve to facilitate performance of its obligations and exercising of its rights under this Agreement, (d) use the Avolve SAAS Solution and any other materials provided by Avolve only in accordance with the Documentation and applicable laws and government regulations, including complying with all applicable legal requirements regarding privacy and data protection so as to not violate the intellectual property, privacy or any other rights of any third parties, and (e) use commercially reasonable efforts to prevent any security breach, including any unauthorized access to or use of the Avolve SAAS Solution. Should Customer become aware of any actual or threated security breach, Customer shall promptly notify Avolve and take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Avolve SAAS Solution). Customer shall provide sufficient notice to, and obtain sufficient consent from, its Users and any other party providing personal data to Avolve and its suppliers (including the Microsoft Corporation) to permit the processing of data by Avolve and its supplier, and their respective affiliates, subsidiaries, and service providers solely to the extent such processing of data is expressly allowed for under this Agreement, including for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Avolve solely to the extent Avolve is required to do so by law, or otherwise mutually agreed to in writing by the parties.

l.   <u>Data Backup</u>. The Avolve SAAS Solution is programmed to perform data backups of Customer Data stored within the Avolve SAAS Solution in accordance with Avolve's then-current standard storage limits and data backup practices (available upon request). Additional data backups may be purchased for an additional fee from Avolve and such additional data backup services shall be documented in an SOW pursuant to <u>Section B</u> of this Agreement. In the event of any loss, destruction, damage or

corruption of Customer Data caused by Avolve or the Avolve SAAS Solution, Avolve, as its sole obligation and liability and as Customer's sole remedy, will use commercially reasonable efforts to restore Customer Data from Avolve's most current backup of Customer Data.

m. <u>Ownership</u>. Customer acknowledges and agrees that Avolve owns all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Avolve SAAS Solution and any suggestions, enhancements requests, feedback, recommendations or other information provided by Customer or any of its Users related to the Avolve SAAS Solution. Customer's use rights to the Avolve SAAS Solution and the related materials supplied by Avolve 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. <u>Security</u>. The security, privacy and data protection commitments set forth in this Agreement only apply to products and services provided by Avolve directly to Customer and do not include any products or services resold by Avolve hereunder, including any hosting services provided by Microsoft Corporation pursuant to the Customer's Microsoft Customer Agreement.

a. <u>Security Program</u>. 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 the Customer Data provided by Customer and its Users to Avolve in accordance with this Agreement.

b. <u>Annual Audit</u>. Avolve will use commercially reasonable efforts to conduct an annual security audit of Avolve using an independent third party selected by Avolve. Upon the Customer's written request, a copy of the final report from any such audit shall be promptly provided the Customer. The Customer agrees that any such reports or other information provided to Customer concerning any audit shall be the Confidential Information of Avolve.

c. <u>Security Breach</u>. Avolve will notify Customer 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 Customer in connection with such investigation, including by providing Customer with an initial summary of the results of Avolve's 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 Customer'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 Avolve's 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) at Avolve's cost and only if required by law when the Data Security Breach is due directly and solely due to Avolve's breach of this Agreement, provide notice to individuals or entities whose Confidential Information was or may have been affected in a manner and format specified by Customer. In the event of any Data Security Breach is caused by Avolve, Customer 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 "<u>Data Security Breach</u>" shall mean any of the following occurring in connection with Customer Data in connection with Customer's and its Users' authorized use of the Avolve SAAS Solution: (a) the loss or misuse of Customer Data; and (b) disclosure to, or acquisition, access or use by, any person not authorized to receive Customer Data, 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 Customer Data.

d.   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.

3.   Suspension Right. Avolve reserves the right to include disabling devices in the service and software provided under this Agreement and to use such disabling devices to suspend access and/or use when any payment is overdue or when Avolve believes that Users are using the Avolve SAAS Solution and/or any other materials or services provided by Avolve hereunder not in accordance with the Documentation, this Agreement and/or applicable laws and government regulations. In addition, if Customer is using Microsoft Corporation for hosting services, Microsoft Corporation may terminate or suspend Customer's hosting services in accordance with the Customer's Microsoft Customer Agreement and, should this happen, Customer will not be able to access the Avolve SAAS Solution. Customer agrees that Avolve shall not be liable to Customer, Users or to any third party for any suspension or inability to access the Avolve SAAS Solution pursuant to this Section A(3). If suspended for failure to pay, upon payment in full of all amounts overdue (including any interest owed), Customer may request the reactivation of its account. Avolve shall reactivate promptly after receiving in advance all applicable reactivation fees, provided that Avolve has not already terminated this Agreement.

4.   Ownership and Disposition of Customer Owned Data, Hosting Location. "Customer Data" refers to the data provided by the Customer that resides in the Customer's Avolve SAAS Solution environment, including any plan review, project drawings and associated project documents. Customer shall own all Customer Data that may reside within Contractor's hosting environment, to include Disaster recovery site, equipment and media. Contractor is granted no rights hereunder to use the Customer Data except to the extent necessary to fulfill its obligations to Customer under this Agreement. Unless approved in writing by Customer, Avolve shall host the Avolve SAAS Solution provided to Customer hereunder from a data center located within the United States. Upon termination or expiration of Customer's right to use the Avolve SAAS Solution for any reason other than Customer's uncured material breach, for the first thirty (30) calendar days following termination or expiration, Customer may request in writing that Avolve provide an copy of Customer's then-current Customer Data and, for no additional cost, Avolve shall provide a copy in a mutually agreed upon format on media supplied by the Customer. If the parties are unable to mutually agree upon the format or the media supplied by Customer is not acceptable to Avolve, Avolve will use commercially reasonable efforts to still provide a copy of the Customer Data but Avolve may charge a reasonable professional services fee for increased costs incurred. After this time period has expired, Avolve has no further obligation to retain the Customer Data and shall use commercially reasonable efforts to promptly delete all Customer Data from the Avolve SAAS Solution.

5.   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 SAAS Solution and any other materials provided by Avolve to Customer. Customer shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Customer underpaid fees to Avolve and/or (ii) that Customer has used in excess of the use rights granted herein, Customer shall pay such underpaid fees for such excess usage. Reasonable costs of Avolve's audit shall be paid by Customer if the audit results indicate usage in excess of the authorized quantities or levels. Avolve reserves all rights at law and equity with respect to both Customer's underpayment of fees and usage in excess of the authorized quantities or levels.

SECTION B. – PROFESSIONAL SERVICES AND SOWS

1.   Statements of Work. From time-to-time during the Term of this Agreement, the parties may enter into statements-of-work (each being an "SOW") for Avolve SAAS Solution use rights (including additional storage) and/or Professional Services on terms mutually agreed in writing between the parties 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. Each SOW will be incorporated into and subject to this Agreement. In the case of any conflict between the SOW and this Agreement, this Agreement shall control unless the SOW specifically states otherwise.

SECTION C. – GENERAL TERMS AND CONDITIONS

1. **Fees**.

   a. Implementation SOW and Additional Storage Fees. The Implementation SOW includes the Avolve SAAS Solution subscription fees, as well as the training and implementation professional services; which, unless set forth otherwise in the Implementation SOW, shall be invoiced by Avolve in full, in advance on the Effective Date. Additional storage fees shall be as set forth in the then-current standard storage limits and data backup practices document, a copy of which is available from Avolve upon request. Additional storage fees will be invoiced in accordance with the then-current standard storage limits and data backup practices document.

   b. Other SOWs. Any SOWs that Avolve and the Customer may execute from time to time during the Term of this Agreement shall include within them the applicable fees, including whether the Avolve SAAS Solution subscription fees and/or Professional Services fees are being paid by Customer through Financing Company, by Customer through another paying agent, or by Customer directly to Avolve. Unless otherwise specified in the SOW, Professional Services fees will be invoiced as the Professional Services are delivered and Avolve SAAS Solution subscription fees will be invoiced yearly, in advance, in full at the time the SOW is executed.

   c. General Terms. Unless set forth otherwise in an SOW, payment on all invoiced amounts shall be due thirty (30) days from receipt of invoice, with past due amounts accruing interest at the rate of the lesser of either 18% per annum or the maximum amount as allowed by law.

   Avolve will invoice for the Avolve SAAS Solution subscription fees yearly, in advance, with the first invoice being issued on the Effective Date of this Agreement. The Customer agrees to pay all invoiced subscription fees net thirty (30) days from receipt of invoice, with past due amounts accruing interest at the rate of the lesser of either 18% per annum or the maximum amount as allowed by law. All fees are due in advance, irrevocable and non-refundable (except as expressly set forth otherwise in this Agreement). Customer agrees to provide Avolve with complete and accurate billing and contact information.

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 Customer'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, Customer shall reimburse Avolve for such amounts.

3. Term. Except if terminated earlier in accordance with this Section C(3), this Agreement shall commence on the Effective Date and shall continue for the longer of either (a) the expiration of the Subscription Term for the Avolve SAAS Solution or (b) the completion of all Professional Services under all SOWs. Except as otherwise provided in any SOW, UPON THE EXPIRATION OF THE INITIAL TERM, THE SUBSCRIPTION TERM SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL TERMS EACH EQUAL TO TWELVE (12) MONTHS, AT AVOLVE'S THEN CURRENT FEES FOR CUSTOMER'S THEN CURRENT USAGE, UNLESS EITHER PARTY PROVIDES NOTICE OF NON-RENEWAL AS SET FORTH IN THIS SECTION C(3). Avolve will provide notice of non-renewal or a notice of the fees due for each Renewal Term at least sixty (60) days prior to the commencement of the Renewal Term. If a notice of fees is provided, it will be in the form of an invoice. Customer acknowledges that it is its responsibility to provide a current email address to Avolve and to monitor such address for such notices. Customer may elect not to renew a Subscription Term by providing notice to Avolve at least thirty (30) days prior to the commencement of the Renewal Term.

4. Termination. In addition to any termination rights that may be set forth in a specific 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. Without prejudice to either party's rights to terminate set forth in the prior sentence, if Customer has purchased from Avolve hosting of the Avolve SAAS Solution on the Microsoft® Windows Azure™ platform, and Microsoft Corporation terminates the Customer's Microsoft Customer Agreement during a Subscription Term, Avolve and Customer shall act in good faith to determine a mutually acceptable replacement provider promptly upon receiving notice of Microsoft Corporation's intent to terminate the Customer's Microsoft Customer Agreement.

5. Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) 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.

6. Confidentiality. Each party shall use commercially reasonable efforts to hold confidential information ("Confidential Information") of the other in confidence. All Confidential Information (including but not limited to data) shall (i) remain the sole property of the disclosing party and (ii) be used by the receiving party only as authorized herein. Information will not be considered to be Confidential Information if (i) available to the public other than by a breach of this agreement; (ii) rightfully received from a third party not in breach of any obligation of confidentiality, (iii) independently developed by or for a party without access to Confidential Information of the other; (iv) lawfully known to the receiving party at the time of disclosure, (v) produced in compliance with applicable law, securities reporting requirement or a government or court order, provided the other party is given notice and an opportunity to intervene; or (vi) it does not constitute a trade secret and more than three (3) years have elapsed from the date of disclosure. If Avolve receives a request for Customer Data (either directly or as redirected to Avolve by the Microsoft Corporation), then Avolve shall redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, then Avolve shall promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so. To the extent required by law, Customer shall notify individual Users that their data may be processed for the purpose of disclosing it to law enforcement of other governmental authorities as directed by Avolve, and shall obtain the User's consent to the same.

7. Indemnification; Limitation of Liability.

a. Indemnification. If a third party makes a claim against the Customer that any Customer's use of the Avolve SAAS Solution 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 Customer against the claim and indemnify Customer 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 Customer: (i) notifies Avolve promptly in writing of the claim; (ii) gives Avolve sole control of the defense and any settlement negotiations; and (iii) Avolve shall be solely responsible for the defense of such claim but Avolve's obligation to defend shall be contingent upon Customer providing all reasonable requested assistance in such defense. If Avolve believes or it is determined that the Avolve SAAS Solution has violated a third party's intellectual property rights, Avolve may choose to either modify the Avolve SAAS Solution to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Avolve may terminate Customer's use rights and refund any unused, prepaid fees Customer may have paid to Avolve. Avolve will not indemnify the Customer to the extent that the alleged infringement arises from (1) the combination, operation, or use of the Avolve SAAS Solution with products, services, information, materials, technologies, business methods or processes not furnished by Avolve; (2) modifications to the Avolve SAAS Solution, which modifications are not made by Avolve; (3) failure to use updates to the Avolve SAAS Solution provided by Avolve; or (4) use of Avolve SAAS Solution except in accordance with any applicable Documentation or specifications. This section provides THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF AVOLVE AND ITS LICENSORS TO

CUSTOMER, AND IS CUSTOMER's SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

Limitation of Liability.   In no event will Avolve be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with this agreement, including without limitation use of the Avolve SAAS Solution and the provision of the Professional Services. Except for direct damages and expenses associated with Avolve's obligation to indemnify Customer pursuant to Section C (7) (a), Avolve'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 two times the amount of fees received by Avolve under this Agreement (which fees may have been received by Avolve from Financing Company or directly from Customer). 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.

b. Insurance. Avolve shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Exhibit 2 hereto.

8. Support; Warranties.

a. Support. During the Customer's Subscription Term, at no additional cost to the Customer, Avolve shall provide the Avolve SAAS Solution in accordance with Avolve's Service Level Agreement (attached hereto as Exhibit 1).

b. Warranties. Customer warrants and covenants that it owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Avolve and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable laws or and government regulations, including but not limited to all foreign, United States federal and United States state recording laws. If Customer is purchasing from Avolve resold rights to Microsoft Cloud for US Government, Customer further warrants that it is one of the following: (i) a bureau, office, agency, department or other entity of the United States Government; (ii) any agency of a state or local government in the United States; (iii) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; or (iv) a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the US Department of Interior by virtue of its status as an Indian tribe.

c. Disclaimer. Avolve AND ITS SUPPLIERS AND 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.   NO WARRANTY IS GIVEN AS TO ACCURACY, ERROR-FREE OR UNINTERRUPTED SERVICE.   CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES, ANY AVOLVE MATERIALS, THE AVOLVE SAAS SOLUTION OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR ITS PURPOSES.   EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. Avolve makes no warranties or conditions as to any services or products distributed under a third-party name, copyright, trademark or trade name that may be offered with or incorporated with the Avolve SAAS Solution or Professional Services provided by Avolve hereunder (such as the Microsoft hosting services). To the maximum extent permitted by law, Avolve will have no liability in connection with the third-party services or products.

9. <u>Notices</u>: Any notices being given by this Agreement shall be in writing and shall be effective if delivered personally, sent by prepaid courier service, sent by prepaid mail, or sent by facsimile or electronic communication (confirmed on the same or following day by prepaid mail). All correspondence shall be addressed to the parties as follows:

If to Avolve:	If to Customer:
Mr. Jay Mayne	Megan Hunter
CFO	Community Development Director
Avolve Software Corporation	City of Salinas
4835 E. Cactus Rd., Suite 420	65 W. Alisal Street
Scottsdale, AZ 85254	Salinas, CA 93901
	With a copy to:
	City Attorney
	City of Salinas
	200 Lincoln Avenue
	Salinas, CA 93901

10. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of Customer's state of domicile.

11. <u>Entire Agreement</u>. This Agreement, together with any SOWs, constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, representation, or understandings, whether oral or written, relating to the services provided hereunder.

12. <u>Severability</u>. Should any court of competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.

13. <u>Assignment</u>. These services and any other information or rights provided by Avolve, may not be sold, leased, assigned, sublicensed or otherwise transferred in whole or in part. Customer may not assign this Agreement or the benefits there from in whole or in part without the prior written consent of Avolve, which consent shall not be unreasonably withheld. Any assignment made in conflict with this provision shall be voidable at the option of Avolve.

14. <u>Independent Contractor</u>. Avolve is an independent contractor and not an employee of the Customer. 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.

15. <u>Amendment</u>. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

16. <u>Hierarchy</u>. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) this Agreement and (ii) the applicable Avolve Support SLA or SOW. Notwithstanding the foregoing, if any part of the Avolve Support SLA or SOW expressly states that it shall control over the Agreement, it shall so control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Avolve Software Corporation

By: *Jay Mayne*
　　0C271D44187F419...

Name: Jay Mayne

Title: CFO

Date: 6/29/2021 | 12:51 PM PDT

CITY OF SALINAS

By: *Kimbley Craig*
　　E554E94F4CE64C8...

Name: Kimbley Craig

Title: Mayor

Date: 6/29/2021 | 5:46 PM PDT

EXHIBIT 1 – SERVICES SERVICE LEVEL AGREEMENT (SLA)
SUPPORT PROCESS AND SERVICE LEVEL AGREEMENT

Avolve's current support process and service level commitments ("Support") are defined below.

Support Portal. Avolve provides Support through its Support Portal (https://support.avolvesoftware.com).   All issues can be logged using the portal or through an on-call support number. Customer personnel receive Support Portal login credentials promptly following purchase of rights to use the Avolve SAAS Solution. 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. Help, FAQs, Documentation, and a Knowledge-base are also available at the Avolve support portal.

Support Hours. 8 AM – 5 PM MST.

Planned Downtime. Avolve or its third-party agent may render the Avolve SAAS Solution unavailable in order to perform upgrades, updated, patches, enhancements and routine maintenance activities, so long as the Avolve SAAS Solution is only unavailable to Customer and its Customer Users outside of the hours of 8 AM through 5 PM Mountain Standard Time on business days during the Subscription Term. Avolve shall provide no less than five (5) days advance notice to Customer of any planned downtime. Customer acknowledges that in the case of emergencies, Avolve or its third-party agents may render the Avolve SAAS Solution unavailable in order to address the emergency. In such situations, if reasonably feasible, Avolve will provide notice to Customer in advance of rending the Avolve SAAS Solution unavailable or, if not reasonably feasible, notice to Customer promptly following the rendering of the Avolve SAAS Solution unavailable. Customer understands and agrees that Avolve shall not be liable for any such interruption in access to the Avolve SAAS Solution for downtime occurring pursuant to this paragraph (collectively, referred to herein as "Planned Downtime").

On-Site Emergency Support. Customer may request on-site emergency operational support services as a separate and distinct billable service. In such cases and at its discretion, Avolve will dispatch appropriate technical staff to deliver on-site technical services.

Problem Determination and Resolution. Avolve resources are allocated to resolve reported problems based on the severity level as described in the following table. Avolve uses 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 below:

Severity Level	Definition	Response Time	Resolution Commitment
System Down	An error that causes a catastrophic failure substantially impacting Customer's business.	1 Hour	The Level 1 Support Engineer will try to resolve the issue within 15 – 30 minutes. If it requires further investigation and longer resolution time, it is escalated to the Level 2 or 3 Support Engineer ***during business or non-business hours***. Status updates will be provided periodically, but no less than 4 hour intervals, on System Down tickets **24x7** until resolution. Infrastructure issues are often resolved quickly by service or system restart. Any potential system alerts will be promptly

Severity Level	Definition	Response Time	Resolution Commitment
			addressed in an effort to avoid issues from occurring.
High	An error that causes Avolve product to fail without significant business impact. Causes a substantial reduction in performance.	24 Hours	The Level 1 Support Engineer will try to resolve the issue within 15 – 30 minutes. If it requires further investigation and longer resolution time, it is escalated to the Level 2 or 3 Support Engineer during business hours*. Status updates will be provided periodically on High Priority tickets during business hours* until resolution. If a work-around is provided, the original High Priority ticket will be closed and a new ticket will be created to track the progress for a permanent solution to the issue. Infrastructure issues are often resolved quickly by service or system restart. Any potential system alerts will be promptly addressed in an effort to avoid issues from occurring.
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.	5 Days	Avolve and Customer will commit resources during normal business hours* for problem resolution. Enhancement requests will be logged and sent to Avolve Development for review and possible incorporation into Avolve products.

*Normal Business Hours: 8:00 a.m. through 5:00 p.m., Monday through Friday (excluding standard holidays), Mountain Standard Time.

- Response Time. Once a problem has been reported, the Customer receives an acknowledgement by email, phone or the through the support portal. 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.

- 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.

- 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.

- Severity Re-classification. If Customer determines that the severity of a previously reported issue should be re-classified or escalated, it should contact Avolve Support with request.

Unsupported Issues. Avolve does not cover under Support, and the SLA does not include, the following conditions (collectively, the "Unsupported Issues").

- Any Avolve SAAS Solution use not covered by an active support contract and/or not in compliance with a valid agreement with Avolve. Authorized users of the Avolve SAAS Solution are entitled to Support as part of their use fee.

- Any Avolve SAAS Solution that is altered or modified other than as approved in writing by Avolve.

- Software installed on any computer hardware/software configurations not supported by Avolve.

- Problems caused by misuse or misapplication of the Avolve SAAS Solution, including any anomalies and/or failures in test or production operating environments that impact the Avolve SAAS Solution and are determined to have their cause due to unwarranted Customer decisions, actions, system configuration/ modification, policies and/or procedures.

- Problems caused by Customer's custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and the Customer's Agreement.

- Problems caused by updates or upgrades of 3rd party applications that are integrated with Avolve products and/or services.

- 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.

- All Training programs, regardless of software version updates and/or upgrades.

- 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.

- Any other reasons set forth in the Customer's Agreement, including without limitation any down-time due to Microsoft Corporation.

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.

Customer's Obligations for Operational Support. To facilitate clear and consistent communication and timely issue resolution, Customer shall designate up to two contact persons for technical support processes. These individuals are responsible for initiating support requests, communicating with Avolve technical support personnel, and monitoring the support process with Avolve. Timely Customer response to Avolve requests for information during issue resolution is a necessary pre-requisite to Avolve's providing Support. Avolve also requires remote access to the Customer system for the purpose of problem determination and analysis. Where reasonably necessary to provide Support, Customer shall provide Avolve's technical support personnel reasonable, remote access capabilities into Customer's systems. Upon Avolve's request, Customer will also provide reasonable supporting data to aid in the identification and resolution of the issue.

Service Level Commitment

Per Avolve's SaaS agreement, Avolve will use commercially reasonable efforts to make the Avolve SAAS Solution available. The Annual Uptime Percentage has 2 components: The infrastructure uptime, which is dependent on Microsoft's SLA; Avolve software, which is 99%, excluding Planned Downtime. In the event that Avolve does not meet this uptime commitment, Customer will be eligible to receive a service credit for 1% of the monthly fee for each one (1) hour of downtime during Customer's normal business hours, up to 50% of Customer's Pro-Rated Monthly Subscription Fee.

Definitions

- "Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of 10-minute periods during a calendar month in which the Avolve SAAS Solutions was Unavailable to Customer.

- "Availability" means the ability to log into the Avolve SAAS Solution.

- "Claim" means a claim for a service credit Customer submits by opening a support case with Avolve, on the basis that the hosted Avolve SaaS Product infrastructure has been Unavailable to Customer during a service month.

- "Pro-Rated Monthly Subscription Fee" is calculated by dividing the Customer's applicable annual Avolve SAAS Solution subscription fee by twelve.

- "Unavailability" means the inability to log into the Avolve SAAS Solution.

Service Credit Requests

To receive a service credit, Customer must notify Avolve and submit a Claim within thirty (30) days from the incident that would be the basis for the claim. To be eligible, the Claim must include (a) the dates, times, description and duration of each incident experienced; and (b) the Customer's event logs or any other system telemetry that document the errors and corroborate the claimed Unavailability (any confidential or sensitive information should be removed). Failure to provide a timely Claim, which includes all the required information, will disqualify the Claim and Customer from receiving a service credit. If Avolve validates the Claim, then Avolve will promptly issue the service credit.

Service Credit Provisions

Service credits are Customer's sole and exclusive remedy for any failure of Avolve to provide the Avolve SAAS Solution in accordance with the terms of the Agreement. Service credits shall be a credit toward future services only and do not entitle Customer to any refund or other payment from Avolve. Service credits may not be transferred, applied to another account, exchanged for, or converted to monetary amounts.

The maximum service credits awarded with respect to Claims the Customer submits in any calendar month shall not, under any circumstance, exceed in the aggregate 50% of the Customer's Pro-Rated Monthly Subscription Fee for such month. Avolve will use all information reasonably available to it to validate Claims and make a good faith judgment on whether a service credit should be applied to the Claim.

SLA Exclusions

This SLA does not apply to any Availability or Unavailability of the Avolve SAAS Solution:

- During Planned Downtime;

- Caused by Unsupported Issues;

- Caused by factors outside of Avolve's control, including any force majeure event or interruption or impediment to Internet access or related problems;

- That result from Customer's equipment, software or other technology and/or third party equipment, software or other technology, including any third party hosting providers;

- That resulted from Planned Maintenance or associated to beta, evaluation, non-production systems, and trial services accounts;

- That result from any actions or inactions from Customer or any third party, including employees, Users, agents, contractors, or vendors, or anyone gaining access to the hosted Avolve SaaS Product infrastructure by means of Customer's (and its Users') passwords or equipment;

- Arising from Avolve's suspension and termination of Customer's right to use the hosted infrastructure in accordance with the Agreement; and

- That result from Avolve application software implementation errors caused by configuration, customization, installation, or human errors.

- Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Avolve may, but is not obligated to, issue a Service Credit in Avolve's sole discretion where Customer's use of the Avolve SAAS Solution may be Unavailable due to factors other than expressly provided here in this SLA.

EXHIBIT A: CHANGE REQUEST FORM

Avolve Software Change Request Form

City of Somewhere

GENERAL INFORMATION

Change Request # (CR)	
Project/City/County	
Requestor Name	
Description of Change	*[Enter a detailed description of the change being requested]*
Date Submitted	
Priority	Low Medium High Required
Reason for Change Request	*[Enter a detailed description of why the change is being requested]*
Project Artifacts Impacted	*[List other artifacts affected by this change]*
Assumptions/Risks	*[Document assumptions or comments regarding the requested change]*
Comments/Considerations	*[Enter additional comments]*
Attachments/References	

ESTIMATES

Total Estimated Development Hours	*[#hrs]*	*[Enter the hour impact of the requested change]*
Total Estimated Development Duration	*[#dys]*	*[Enter the duration impact of the requested change]*
Schedule Impact	*[WBS]*	*[Detail the impact this change may have on schedules]*
Cost Impact	*[Cost]*	*[Detail the impact this change may have on cost]*
Comments/Recommendations		
PM Approval Signature		
Date Signed		
IDS Approval Signature		
Date Signed		

CITY OF SOMEWHERE AUTHORIZATION

Customer Approval Signature	
Date Signed	

Avolve Software 01/01/2015   Page 1 of 1

EXHIBIT B: ORDER FORM

To be provided separately

Exhibit 2- Insurance Requirements

Insurance Requirements

Avolve shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Avolve, his agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after Agreement completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(A) Commercial General Liability ("CGL"): Insurance Services Office Form ("ISO") CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(B) Automobile Liability: ISO Form CA 0001 covering any auto, or if Avolve has no owned autos, hired and non-owned, with limits no less than **$1,000,000** per accident for bodily injury and property damage.

(C) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

(D) Professional Liability (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate per policy period of one year.

If Avolve maintains broader coverage and/or higher limits than the minimums shown above, the City of Salinas requires and shall be entitled to the broader coverage and/or higher limits maintained by Avolve. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

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

Primary Coverage

For any claims related to this Agreement or the project described within this Agreement, Avolve**'s insurance coverage shall be primary coverage** at least as broad as ISO Form CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Avolve's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City or, if the policy does not include such a notification requirement, Avolve shall promptly notify City upon Avolve becoming aware of the policy being terminated.

Waiver of Subrogation

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

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

Self-Insured Retentions

Self-insured retentions must be declared by Avolve to and approved by the City. At the option of the City, Avolve shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or Avolve shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administrations, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Agreement work.

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

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

4. A copy of the claims reporting requirements must be submitted to the City for review.

Verification of Coverage

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

Subcontractors

Avolve shall require and verify that all sub-consultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Avolve shall ensure that Entity is an additional insured on insurance required from such sub-consultants and/or subcontractors.

Maintenance of Insurance

Maintenance of insurance by Avolve as specified shall in no way be interpreted as relieving Avolve of its indemnification obligations or any responsibility whatsoever and Avolve may carry, at its own expense, such additional insurance as it deems necessary.

City of Salinas, CA

ProjectDox® ePlan Solution Proposal

May 25, 2021

Prepared by your Avolve Software Representative

Bruce Crawford

Director NorCal Northwest Sales

4835 East Cactus Road

Suite 420

Scottsdale, AZ 85254

www.avolvesoftware.com

Telephone: 415-272-9435

Email: bcrawford@avolvesoftware.com

May 25, 2021

City of Salinas, CA
65 West Alisal Street
Salinas, CA 93901
ATT: Angeline Sickler

We are pleased to propose Avolve ProjectDox, the industry's leading Electronic Plan Review software. We started with a single mission in mind — automate the manual, paper-intensive, and frequently inefficient building plan review process. Today, over 150 of North America's city, county, and state governments use ProjectDox to transform their plan review processes. Avolve is the largest, independent software vendor dedicated exclusively to electronic plan review. We appreciate the opportunity to share our expertise related to the business and technology challenges expressed and reviewed in our discussions to date.

The proposed SaaS solution, deployed in Microsoft Azure, includes 2 environments (Production/Test) and **Unlimited** Avolve Best In Class Workflows (Building, Planning & Zoning, Land Development, Capital Improvement Projects, Public Works Projects, Parks & Planning and Public Safety Planning). Avolve assumes all responsibility for application management and any integrations (TRAKiT).

Providing the most trusted and proven electronic plan review solution in the marketplace, we feel strongly Avolve is the best partner for your important initiative.

Regards,

Bruce Crawford
Director NorCal Northwest Sales

Quote Delivered To

Angeline Sickler
65 West Alisal Street
Salinas, CA
93901

Senior Plan Check Engineer
angelines@ci.salinas.ca.us

Date of Quote: 5/25/2021

City of Salinas, CA
(831) 758-7366

Quote Valid Until: 6/30/2021

ProjectDox and OAS ePlan Solution Pricing Agreement

SaaS

Product Name	Product Code	Description	Qty	Unit Price		Total Price
Production Environment Light-Level Capacity OAS & ProjectDox SaaS License	SAAS-P.L	Software as a Service (SaaS) for OAS & ProjectDox on a Production Environment. Designed for organizations who have approximately 50 concurrent users and 3,000 permits per year. Software included for SaaS Production: • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured Services included for SaaS Production: • Set up and installation of OAS & ProjectDox • Managed services • Annual OAS & ProjectDox upgrades Production Environment Safeguard: Avolve security policy limits access to the Production environment. External users including the customer's IT will not be allowed direct access to the Production servers and database. Any development or testing can be performed on the Test environment.	12.00	$7,000.00		$84,000.00
Test Environment Light-Level Capacity OAS & ProjectDox SaaS License	SAAS-T.L	Software as a Service (SaaS) for ProjectDox on a Test Environment. Designed for organizations who plan to use the system for development and/or testing with approximately 5 concurrent users and approximately 500 permits per year. Software included for Production: • ProjectDox Software Subscription • Unlimited Workflow license Services included for SaaS Production: • Set up and installation of ProjectDox • Managed services • Annual ProjectDox upgrades	12.00	$980.00		$11,760.00

		Test Environment Safeguard: Avolve security policy limits access to the Test environment. External users including the customer's IT can be provided limited VPN access to the Test servers and database such as creation and testing of custom reports. VPN access will be made available upon request at additional cost.				
TES-Video License Subscription	TES-VLS	TES-Video License Subscription (annual cost)	1.00	$5,400.00		$5,400.00
		Discount based on finalizing the agreement by 6/30/21				-$8,940.00
					SaaS Sub-Total:	**$92,220.00**

TRAINING

Product Name	Product Code	Description	Qty	Unit Price		Total Price
ProjectDox Bundled Training Services	PKG-PDOX.TRN	Package Includes: 2 Introduction to ProjectDox 1 Workflow and Markup Training for Reviewers 1 Workflow and Project Administration for Coordinators 1 System Administration Training 1 Community Training Package is limited to 12 Unique Users	1.00	$13,050.00		$13,050.00
Workflow Business Process and Markup Training for Plan Reviewers	TES-BICMARK1	This course is designed to provide a streamlined session for plan reviewers to provide basic system navigation and access to key tools and features to complete the review of the plans and documents. Skills learned will include basic navigation, basic viewing tools including measurements, overlay compare, and how to create and edit a changemark, as well as how users will be notified, accept, and complete a plan review task. The two classes are added to accommodate an additional 24 reviewers for a total of 36 people trained. This course is limited to a max of 12 persons per session/course.	2.00	$2,500.00		$5,000.00
Introduction to ProjectDox	TES-INTRO	The Training and Educational Services course includes a flexible mixture of lecture and hands-on lab time to familiarize the user with the basic features of ProjectDox. This 3 hour instructor lead course will review how to access a project, view a file, use the search feature and communication tools to efficiently use and communicate using the ProjectDox application. This course is limited to a max of 12 persons per session/course.	1.00	$1,125.00		$1,125.00

		The class is added to accommodate an additional 12 employees for a total of 36 people trained.			
		Discount based on finalizing the agreement by 6/30/21			-$2,876
		Training Sub-Total:			$16,299

PROFESSIONAL SERVICES

Product Name	Product Code	Description	Qty	Unit Price		Total Price
Best-in-Class Level 1 ProjectFlow PLUS Services	PS-BIC.L1PLUS	BIC Plus Setup Services Level 1 for Workflows: Building	1.00	$30,600.00		$30,600.00
Onboarding Advanced PF Integration	PS-PF.AINT.ON BRD	Initial Services for Onboarding Advanced ProjectFlow Integration includes the below; additional quote may be required if scope changes during Analysis: • Project Creation - Configuration of the Avolve Project Creator Service to create a project in ProjectDox based on defined values from the permitting system. These include: - Permit/Project Number - Description - Applicant/Submitter First Name - Applicant/Submitter Last Name - Applicant/Submitter Email - Project/Case Type - Display of Permit/Application Information - Configuration of General Permit/Applicant/Contractor application data fields for display within ProjectDox via a web page/formlet. - Project/Permit Status Update - ProjectDox will notify the permitting system that the plan review workflow is complete when all reviews are approved	1.00	$19,800.00		$19,800.00
OAS Setup & Training Services	PS-OAS.SUT	Setup Services: - System Setup - Database Table Population - mapping control id's to export records - Admin Training - not to exceed 5 hrs	1.00	$4,275.00		$4,275.00
OAS Custom Setup Services	PS-OAS.CSU	Deploy ePlan application, assist with design and deployment to production – not to exceed 18 hrs	1.00	$4,050.00		$4,050.00
OAS SSA Template Setup	PS-OAS.SSA	Deploy SSA templates/permit letters, assist design and deploy to production – not to exceed 16hrs	1.00	$3,600.00		$3,600.00
OAS eForm Paper to eForm Services	PS-OAS.P2eF	Existing paper to electronic form design in OAS with < 75 fields and intelligent conditional entry/display	1.00	$1,350.00		$1,350.00
OAS Basic eForm Services	PS-OAS.BeS	< 75 fields – w/ intelligent conditional entry/display	1.00	$3,600.00		$3,600.00
OAS Advance eForm Services	PS-OAS.AeS	>75 fields to 150 fields –intelligent conditional entry/display	1.00	$5,400.00		$5,400.00
OAS eForm Base Validation	PS-OAS.BV	Professional Services for eForm Base Validation Integration	1.00	$3,600.00		$3,600.00

OAS eForm Advanced Validation	PS-OAS.AV	Professional Services for eForm Advanced Validation Integration	1.00	$5,400.00		$5,400.00
OAS Payment Processor	PS-OAS.PP	Integration Dev services & Engineering (Authorize.net) 40hrs	1.00	$9,000.00		$9,000.00
OAS Advanced Integration	PS-OAS.AINT	Acquisition of application data and a push of required data to the target permitting system API to allow for creation of the permit and triggering of the Project Creation process into ProjectDox. Design requires API's to be customer permitting/target system. Direct database calls from OAS to the target system are not supported.	1.00	$6,300.00		$6,300.00
Assurance Services	PS-AS	45 Hours of Assurance Services - Invoiced monthly as used $225/hour.	1.00	$10,125.00		$10,125.00
			Discount based on finalizing the agreement by 6/30/21			-$10,710
				Professional Services Sub-Total:		$96,390

Unless otherwise stated, pricing does not include any applicable taxes that may be applied at invoicing. Travel and Expenses are not included in this total and will be invoiced as incurred. First year SaaS and 20% of Services shall be invoiced upon execution of Agreement. Payment for the total amount is due net thirty (30) days from the date of Initial Invoice. Payment via EFT. See notes for details. This best approach package to implementation relies on partnership with the jurisdiction to achieve desired go-live and paperless goals. To that end a not to exceed 516 hours have been allocated to services and training on this project. In the event scope expands or delays account for incremental hours to be required, a Change Request(s) will be issued for the incremental costs associated with delay or expansion. Year 2 SaaS = $101,160 Year 3 SaaS = $101,160	**Grand Total:**	$204,909

Notes:

EFT Remittance:
Avolve Software / Compass Bank
Routing #: 122105744
Account #: 2519753300

NAME:_____

TITLE:_____

SIGNATURE: _____

DATE:_____

By signing this Order Form customer acknowledge and agrees to, if purchasing (a) licenses and/or support and maintenance, Avolve's Software License and Support Agreement General Terms and Conditions and Avolve's Maintenance and Support Level Agreement; (b) professional services, Avolve's Professional Services Agreement; and (c) training services, the Avolve University Training Terms and Conditions; and (d) hosting services, Avolve's Hosting Service Level Agreement. Customer acknowledges that it has been provided reasonable access to the applicable documents listed herein online at www.avolvesoftware.com and knowingly consents to the same. Resellers acknowledge that they will have end users formally acknowledge and be bound by all applicable Avolve Terms and Conditions as described above.

ProjectDox®

Electronic Document Management & Collaboration Solution

City of Salinas

Proposed Statement of Work

May 25, 2021

avolve®

professional services

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

![avolve software logo]

This Statement of Work will focus on the **Setup** of a **Production and Test Environment** and the implementation of ProjectDox Best in Class workflows addressing the Customer's needs with **One (1)** Best in Class plan review process. The goal is to implement **Online Application Submission (OAS), ProjectDox** and an **Advanced** TRAKiT integration for ProjectDox 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").

SCOPE OF WORK (MILESTONES)

Setup
Setup of a single environment for the applicable products is required prior to orientation and configuration onsite assessments being conducted. Project pre-planning, including draft project plan, communication plan etc. are associated to this stage of the project. Additional environments to be implemented will be factored into the project plan and based on the sales order/agreement.

- The date of acceptance for this milestone is the **SaaS Renewal Date**

Orientation and Configuration Requirements Session*
The Avolve PM will work with the City to perform an initial review of the application with the project team and gather configuration requirements to complete the design of the OAS application forms and Best in Class Building workflow process. The output of these sessions will be compiled into a requirements document referred to as the Configuration Requirements Document (CRD). This will include using standard templates and design to expedite the project while providing the best business value to the customer. Any design requirements identified during this phase outside of the design of the BIC workflow process and/or requiring development will be scoped and presented in a separate Statement of Work. Assurance services afforded the project may be leveraged for work identified as outside the scope of the project.

- Configuration Requirements Document

- Advanced Integration permitting system touchpoint discussion for TRAKiT includes:
  - Project Creation – Required application data is pushed from the permitting system to the ProjectDox application using the Avolve provided REST API and configuration of the ProjectDox Windows Service Process. Required fields for project creation:
    - Permit Number/Project Name (Key value)
    - Description
    - Applicant/Submitter First Name
    - Applicant/Submitter Last Name
    - Applicant/Submitter Email Address
    - Permit/Project Type
  - Application Data – Pull of data from the permitting system to display of up to 18 read-only permit application data fields within the plan review process.
  - Review Status – Push of data to provide the permitting system the following data related to the plan review:
    - Reviewer Name
    - Reviewer Department
    - Review Cycle
    - Review Status (Approved, Rejected)
    - Date Completed

- o Final Approval Status – Push final status or log event of approved to permitting system API indicating to the permitting system that all reviews are approved in ProjectDox.

- Project Plan (task list/schedule/resource assignments) not to exceed budget

Configuration & Integration *
Configuration of applicable software products, forms and the workflows based on the configuration requirements document findings. This includes the development of the integration work defined in this Statement of Work and confirmed during requirements discussions. Integration designs require the City systems to have or develop web services to allow for integration communication to the target systems from ProjectDox and/or OAS.

- Configured Working products and modules as specified in the Purchase Agreement/ Sales Order
    - o Configured Working OAS and ProjectDox Applications
    - o Self-Service Application (SSA) Forms
        - Provides up to 16 hours of services to configure the site for use with the delivered SSA forms and letters, perform a review of the application forms design and features, make minor modifications, and deploy into production.
    - o 1 OAS Paper to eForm Application Form
        - Existing paper to electronic form design in OAS with < 75 fields and intelligent conditional entry/display
    - o 1 OAS Base Application Form
        - Forms design contains less than 75 fields
    - o 1 OAS Advanced Application Form
        - Form design contains between 75-150 fields
        - 1 Payment Processor to Authorize.NET
            - Design the OAS application to interface with Customer's payment processor to allow for online payments through OAS.
        - 1 OAS Advanced Integration
            - Defined application data to be pushed to the target permitting system API to allow for creation of the permit and triggering of the Project Creation process into ProjectDox. Design requires API's to be available for customer permitting system. Direct database calls from OAS to the target system are not supported.
        - 1 OAS Base Validation
            - Contractor Validation
                - o Base Validation allows for the validation for up to 2 data fields in the application form against the target system and confirmation of the data on the application form. (only validates) Design requires web services to be available for integration communication to the target system. Direct database calls from OAS to the target system are not supported.
        - 1 OAS Advanced Validation
            - Address/Parcel Validation
                - o Advance Validation Widgets allow for multi field validation, data retrieval and display from the target system on the OAS application form. May include field concatenation and progressive/auto complete search (pulling back the data for display in the form). Some abilities are limited to API's being available from the customers target permitting system
        - Basic Fee Calculations
            - Allows for a fixed fee or simple calculation of a percentage of a field in the OAS application form to be displayed to the end user to communicate a cost.

- 1 Best In Class Workflow (Building)
- Advanced Integration to TRAKiT

User Acceptance Training (UAT)

The UAT phase uses an agile methodology consisting of two sprints of ten days each for testing that include the delivery of the designed process, validation of the design by the Customer and resolution to design issues by Avolve before starting the next sprint. The Avolve team will provide user acceptance training and guidance to the Customer on methods to test the designed process and system to work towards acceptance. Customer will validate the system configuration, forms, emails, integration and document any identified issues in the RIT (Risks, Issues and Tasks) document provided by the Avolve project manager. Avolve will resolve any identified issues to allow the customer retest to gain acceptance.

UAT Training is conducted onsite allowing one day per process with the remainder of the UAT phase supported remotely. During this phase, the production environment will be setup. Upon acceptance of the design the Avolve team will coordinate the promotion of the code to the production environment.

- Completion of User Acceptance Testing (UAT)
- Implementation of the Production Environment
- Code Promotion from Test to Production

Training

Avolve education specialists will deliver the below courses to the Customers staff. The courses will train approximately **36** persons and will be delivered based on the project plan rollout. A maximum of 12 persons per course is enforced with exception of the Community Outreach (TES-OUT). This demonstration/lecture session is targeted for the design community and is intended to be conducted for larger audiences (25+) to educate and promote the new processes.

It is recommended that training sessions be organized with participants of similar technological abilities to allow for the most efficient delivery and retention of the materials. Additional training above and beyond the below may be added or additional training performed post go-live by leveraging the assurance services funds afforded the project.

- Delivery of classes for all products/modules as purchased

Quantity	Course Name	Est. Length
3	Introduction to ProjectDox	3 hrs.
3	Workflow and Markup for Plan Reviewers	6 hrs.
1	Workflow and Administration for Coordinators/Techs	8 hrs.
1	System Administration	4 hrs.
1	Community Outreach	1-2 hrs.

Launch/Project Close Out

Deployment of the workflow processes and post go live support for a period of 5 business days. Customer will be transitioned to support post the 5-business day go live period.

Assurance Services

The assurance services fund may be leveraged at any time during or post project completion to cover additional integration requirements, newly identified out of scope requirements, training, and software not included in this statement or work. The funds intent is to be used post go-live/launch of a process to keep the project management team engaged to assist with change management and user adoption assistance. Assurance services hours are billed on an hourly basis at a rate of $225.00 an hour. The use of hours requires a change order or an assurance services agreement that defines the work and has signatures of agreement for use by the Customer.

ACCEPTANCE PROCESS

There will be Key Deliverables, as identified in the Project Activities/Deliverables Payment Schedule 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 Purchase Agreement, 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 of the applicable milestone.

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 this Agreement 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 Best In Class, understanding that the site will be hosted by the Avolve 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 any hardware/software requirements, as identified to allow communication between Avolve Software and the Customer's permitting system in a timely fashion to keep the Project Plan on schedule.

4. Customer and its third parties and/or subcontractors will fulfill the hardware requirements, as outlined in the System Implementation Guides (standard end user document(s) that accompany each version of the Software) in a timely fashion to keep the Project Plan on schedule.

5. This best approach package to implementation relies on partnership with the jurisdiction to achieve desired go-live and paperless goals. To that end, a not to exceed **516** hours have been allocated to services and training on this project. In the event scope expands or delays account for incremental hours to be required, a Change Request(s) will be issued for the incremental costs associated with delay or expansion. 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 and invoice for any applicable milestone payments to that point of the project.

6. All parties will reasonably prioritize their efforts to meet the Project Plan schedule to achieve a rapid roll out model. 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.

7. 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.

8. Customizations/Extensions required may result in increased schedule and budget, but only if documented and approved within Assurance Services and/or a Change Request.

9. Avolve is planning to fully leverage ProjectDox as is, utilizing all built in configuration features to meet the business needs.

10. Any optional items chosen in the Purchase Agreement/Sales Order are not included here and would require a modification to this Statement of Work.

11. Customer understands that an ePlan Life Cycle implementation is a very significant digital transformation enterprise project that requires dedicated change management from the Customer's staff. This will be key for the success of the Customer.

12. Work will not begin until an executed copy of all paperwork is complete. Work will begin at the earliest date at which Avolve resources and Customer resources are available or as otherwise agreed to.

13. Avolve and Customer agree to cooperate in good faith to complete the Services and Deliverables in a timely and efficient manner.

14. Recording of Avolve provided training or UAT (user acceptance testing) sessions is not permitted.

15. All training classes unless otherwise noted are limited to 12 persons maximum per class.

*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.

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 Purchase Agreement.

PRICING, TRAVEL AND EXPENSE

Pricing and payment terms are as set forth in Purchase Agreement/Sales Order.

Travel and Expenses are estimated to be $12,000.00 and will be invoiced to customer as incurred.

PROJECT ACTIVITIES / DELIVERABLES PAYMENT SCHEDULE

This is a preliminary deliverable and payment schedule that is subject to change based on discussions to occur post the kick-off of the project, provided that both the City and Avolve Software agree to the new terms in writing.

MS#	Deliverable	Description	Acceptance Criteria	Payment Amount
MSO	Contract Execution	First Year SaaS costs	Contract Signature	$92,220.00
MSO	Contract Execution	20% Services	Contract Signature	$17,455.00
MS1	Project Kickoff	Project kick off meeting complete and initial environment installed	• Project Kick Off Meeting Conducted • Project team can log into installed environment • Sign Off Acceptance	$8,727.75
MS2	Configuration Requirements Document (CRD)	Compiled configuration design requirements for Process 1	• Delivered CRD • Sign off Acceptance Document	$8,727.75
MS3	OAS Forms Design Complete	Completed OAS Forms Design	• Forms Complete • Sign off Acceptance Document	$13,092.00
MS4	OAS Integrations Complete	Completed Payment Processor and Permitting System Integration	• Sign off Acceptance Document	$8,727.75
MS5	Deliver functional OAS & ProjectDox application for Process 1	Deliver and review the design as defined in the CRD document.	• UAT scheduled for Process 1 • Sign off Acceptance Document	$21,819.00
MS6	User Acceptance Test Process 1	User Acceptance Testing for Process 1 Complete Delivered Second Environment Workflow Integration Complete (TRAKiT)	• User Acceptance Testing confirms requirement as agreed to in the CRD • Sign Off Acceptance Document	$4,363.90
MS7	Training	Conduct End User Training Conduct Administration Training	Sign Off Acceptance	$16,299.00
MS8	Launch/Go-Live	Process 1 process general availability launch	Process is launched	$4,363.90
MS9	Assurance Services		Per Signed Agreement/Change Order	$9,112.95
			Total Services	$112,689

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.

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 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 Purchase Agreement/Sales Order. For all subsequent years of Software Maintenance purchased by Customer, invoicing and payments shall be as set forth in the Purchase Agreement/Sales Order.

AUTHORIZED SIGNATURES

Avolve Software Corporation

By: _Jay Mayne_
    0C271D44187F419...

Name: Jay Mayne

Title: CFO

Date: 6/29/2021 | 12:51 PM PDT

City of Salinas, CA

By: _Kimbley Craig_
    E554E94F4CE64C8...

Name: Kimbley Craig

Title: Mayor

Date: 6/29/2021 | 5:46 PM PDT

Avolve Software Change Request Form

City of Somewhere

avolve professional services

/

GENERAL INFORMATION

Change Request # (CR)	
Project/City/County	
Requestor Name	
Description of Change	*[Enter a detailed description of the change being requested]*
Date Submitted	
Priority	Low Medium High Required
Reason for Change Request	*[Enter a detailed description of why the change is being requested]*
Project Artifacts Impacted	*[List other artifacts affected by this change]*
Assumptions/Risks	*[Document assumptions or comments regarding the requested change]*
Comments/Considerations	*[Enter additional comments]*
Attachments/References	

ESTIMATES

Total Estimated Development Hours	*[#hrs]*	*[Enter the hour impact of the requested change]*
Total Estimated Development Duration	*[#dys]*	*[Enter the duration impact of the requested change]*
Schedule Impact	*[WBS]*	*[Detail the impact this change may have on schedules]*
Cost Impact	*[Cost]*	*[Detail the impact this change may have on cost]*
Comments/Recommendations		
PM Approval Signature		
Date Signed		
IDS Approval Signature		
Date Signed		

CITY OF SOMEWHERE AUTHORIZATION

Customer Approval Signature	
Date Signed	

Quote Ref #202103-1735