



**AVOLVE SOFTWARE SALES ORDER
ProjectDox Subscription Licensee**

After signing this Avolve Software Order From ("Software Sales Order"), please either mail to Avolve Software Corporation, 4835 E. Cactus Road, Suite 420, Scottsdale, Arizona 85254, or e-mail scanned image to: bemery@avolvesoftware.com

Order Date: _____

CUSTOMER INFORMATION

Customer Name: City of Delray Beach, FL

Customer Mailing Address: 100 NW 1st Avenue

City: Delray Beach **State:** FL **Zip:** 33444

CUSTOMER CONTACTS

PRIMARY

SECONDARY

Name: Jay Stacy **Name:** _____

Phone: (561)243-7145 **Phone:** _____

E-mail: stacy@mydelraybeach.com **E-mail:** _____

Authorized Business Unit(s): Delray Beach, FL

License Term: This is a subscription license on the Avolve Microsoft Azure Cloud with the following terms:

- SaaS License for use by Delray Beach employees, contractors, applicants, and current jurisdiction customers only.
- SaaS License shall extend for a 1-year period from date of initial installation, to be paid annually, based upon permit volume with option to renew for four additional one-year terms upon agreement of both parties in writing.
- Software maintenance, additional workflows, and upgrades included with subscription.
- Any additional services or training will require a new and separate Statement of Work.

Payment Method: EFT

Schedules: *The following Schedules are hereby incorporated by reference into this Software Sales Order.*

| | |
|-------------------|---|
| Schedule A | General Terms and Conditions |
| Schedule B | Implementation SOW or title of SOW to be included for Other Professional Services |

Signature

IN WITNESS WHEREOF, the parties hereto, each by a duly authorized representative, have executed this Software Sales Order as of the Order Date first set forth above:



| | |
|--|--|
| Avolve Software Corporation | Customer: City of Delray Beach, FL |
| Signature: | Signature: |
| Printed: | Printed: Thomas F. Carney, Jr. |
| Title: | Title: Mayor |
| Date: | Date: |
| (SEAL) STATE OF _____ COUNTY OF _____ The foregoing instrument was acknowledged before me by means of <input type="checkbox"/> physical presence or <input type="checkbox"/> online notarization, this ___ day of _____, 20___, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed). Personally known ___ OR Produced Identification ___ Type of Identification Produced _____ _____ Notary Public – State of _____ | ATTEST: _____ Alexis Givings, City Clerk |
| | Approved as to form and legal sufficiency: _____ Lynn Gelin, City Attorney |



AVOLVE SOFTWARE CORPORATION Software as a Services Agreement

This agreement ("Agreement") is made this _____ ("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 the City of Delray Beach, a municipal corporation located at 100 NW 1st Ave. Delray Beach, Florida 33444 ("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"); and

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

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 as 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, "Users" means individuals who are authorized by Customer to use the Avolve SAAS Solution for Customer's internal business operations and for whom Customer has purchased an individual subscription to the Avolve SAAS Solution. Users may include but are not limited to Customer's employees, administrators, contractors, reviewers, applicants, and agents. Each User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Avolve SAAS Solution. Each User may use any reasonable number of compatible devices for purposes of accessing the Avolve SAAS Solution, provided that Avolve reserves the right to determine whether any given number of devices is reasonable and, in its sole discretion, to place a corresponding cap on the number of devices that can be used to access the Avolve SAAS Solution. Unless expressly authorized in writing by Avolve, User



subscriptions cannot be shared or used by more than one individual but may be permanently reassigned to new Users. The number of User subscriptions purchased may be increased by Customer (under a new purchase order with Avolve) but cannot be decreased during any Subscription Term.. 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. Restrictions on Use. 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); (iii) 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 to the extent permitted by law and subject to the limitations of Florida Statute 768.28, 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. High-Risk Activities. 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. Project Administrator. 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 "Project Administrator"). 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. Compatibility Updates. 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. Passwords, Access. 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. Transmission Of Data. 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. Customer Responsibilities. 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 threatened 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,

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 “Data Security Breach” 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.

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 a 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.

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.. 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.
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 ONE YEAR TERM, THE PARTIES MAY AGREE IN WRITING TO RENEW FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS, AT AVOLVE’S THEN CURRENT FEES FOR CUSTOMER’S THEN CURRENT USAGE.
4. Termination. The City, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor



shall not incur any additional costs under the Agreement. The City shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination and a pro-rated portion of the subscription fees.

5. 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.
6. 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.
7. Confidentiality. Each party shall use commercially reasonable efforts to hold confidential information ("Confidential Information") of the other in confidence to the extent permitted by law including Chapter 119 of the Florida Statutes. 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.
8. 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) gives Avolve reasonable assistance in the defense of such claim. 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.

- b. 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 the amount of fees receive 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.

9. 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.

- 10. Notices: 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: Becky Tamashasky, Chief Executive Officer, Avolve Software Corporation, 4835 E. Cactus Rd., Suite 420, Scottsdale, AZ 85254
If to Customer: City Manager, Delray Beach, FL, 100 NW 1st Avenue, Delray Beach, FL 33444

- 11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Customer's state of domicile.
12. Entire Agreement. This Agreement, together with any SOWs, constitutes the entire agreement and understanding between the parties and supersedes and replaces any prior agreements, representation, or understandings, whether oral or written, relating to the services provided hereunder.
13. Severability. 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.
14. Assignment. 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.
15. Independent Contractor. 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.
16. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.
17. Hierarchy. 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.
18. **IF AVOLVE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AVOLVE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

a. Avolve shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Avolve does not transfer the records to the City.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Avolve.
 - v. If Avolve does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.
19. Avolve is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Avolve and its subcontractors and lower tier subcontractors. Avolve understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Avolve or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.
20. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
21. By entering into this Agreement, Avolve acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Avolve affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Avolve, Avolve may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of Avolve.
22. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.
23. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Agreement if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

- a. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.
 - b. Contractor shall notify the City if, at any time during the term of this Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.
 - c. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
 - d. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.
24. By its execution of this Agreement, Contractor acknowledges that it has been informed by City of, and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:
- "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
25. The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.
26. Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

27. Section 287.138, Florida Statutes, prohibits the City from entering into a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its Work Order, Contractor shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of Concern, which is included in Attachment 2. The City reserves the right to terminate any agreement in which a CONTRACTOR provides a false certification or otherwise violates Section 287.138, Florida Statutes.

28. Contractor has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by affidavit provided to the City.

[Remainder of this Page Intentionally Left Blank]



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

Avolve Software Corporation:

By: _____
Becky Tamashasky, Chief Executive Officer

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ___ OR Produced Identification ___
Type of Identification Produced _____

Notary Public – State of _____

CITY OF DELRAY BEACH:

By: _____
Thomas F. Carney, Jr., Mayor

ATTEST:

Alexis Givings, City Clerk

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney



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, updates, 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 rendering 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:

| Incident Response, Resolution, and Restoration Times | | | | | |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|
| Severity Level | System Down | Critical | High | Medium | Low |
| Response Time | 1 hour | 4 business hours | 12 business hours | 24 business hours | 48 business hours |
| Resolution Time | Reasonable Best Effort | Reasonable Best Effort | Reasonable Best Effort | Reasonable Best Effort | Reasonable Best Effort |
| Incident Reports | 24 Hours | n/a | n/a | n/a | n/a |



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

Support Classification Definitions:

- **Response Time.** Once a problem has been reported, the Customer receives an acknowledgement by email, chat, 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, chat, 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. Any communications outside the support portal, unless scheduled by Avolve Support such as an online conference (e.g., Zoom or Teams), will not be considered as part of Avolve's SLA. Tickets forwarded to Avolve Development/QA or 3rd Party Software company for further analysis or patch development, may result to delayed updates to the customer.
- **Resolution Time.** It is the time the issue should be resolved. In some instances, a resolution may still be a temporary fix beyond the viable workaround. This incident occurs if the solution requires a product patch and/or product upgrade that result to a longer resolution schedule.
- **Severity Re-classification.** Avolve and the Customer can reclassify the severity of a ticket if required.

Severity Type Definitions:

- **System Down:** A complete system failure impacting Customer's ability to use the system that affects their business operations. From a time management perspective, it is urgent and important. Examples of a system down severity is when all users are unable to login or various errors occur simultaneously for all users. Avolve Support will respond to the ticket within 1 hour and try to restore the system within 4 hours. Customer's administrators, IT, and/or users experiencing the issue may need to be available to help address specific tickets. If it requires further investigation and longer resolution time, a temporary workaround (i.e., restoration) will be determined with the Customer to allow operations to proceed during business or non-business hours. Status updates will be provided periodically, on a System Down tickets 24x7 until resolution. 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 reoccurring. Avolve will create a new ticket with a low severity rating if the issue has been resolved but require further root-cause analysis.

- **Critical:** An application failure impacting 1 or more end-users' ability to use the system and affects critical operations that need to be addressed immediately. From a time management perspective, it is urgent and important for some users. Examples of a critical severity is when 1 or more users are unable to upload files, batch stamp approved plans, open several files, or run reports after several attempts. Avolve Support will respond to the issue within 4 hours and try to resolve the issue within 6 hours. Customer's administrators, IT, and/or users experiencing the issue may need to be available to help address specific issues. If it requires further investigation and longer resolution time, a temporary workaround (i.e., restoration) will be determined with the customer to allow operations to proceed during business hours. Critical tickets will be immediately worked on until restoration from Monday to Friday (excluding US holidays) and within business hours. Any issue that requires work beyond work hours will be addressed on the following workday and within business hours. Avolve will create a new ticket with a low severity rating if the issue has been resolved but require further root-cause analysis.
- **High:** An error that causes Avolve product to fail with minimal business impact. From a time management perspective, it is not urgent but important. Examples of a high severity are intermittent but frequent operational errors that need to be addressed. Avolve Support will respond to the issue within 12 business hours and try to resolve the issue within 24 business hours. If it requires further investigation and longer resolution time, a temporary workaround will be determined with the customer to allow operations to proceed during business hours. Support will work on the issue from Monday to Friday (excluding US holidays) and within business hours. Any issue that requires work beyond business hours will be addressed on the following workday and within business hours. Avolve will create a new ticket with a low severity rating if the issue has been resolved but require further root-cause analysis.
- **Medium:** An error that causes Avolve product to fail with no significant business impact. From a time management perspective, it is not urgent and slightly important to some users. Examples of a medium severity are how-to questions, or specific issues only occurring to a single end-user. Avolve Support will respond to the issue within 24 business hours and resolve the issue within reasonable best efforts. Support will work on the issue from Monday to Friday (excluding US holidays) and within business hours. Any issue that requires work beyond business hours will be addressed on the following workday and within business hours.
- **Low:** A service request for a new feature, additional documentation, or an explanation of product functionality that does not impact business operations. From a time management perspective, it is not urgent with low importance. Avolve Support will respond to the issue within 48 business hours and resolve the issue within reasonable best efforts. Support will work on the issue from Monday to Friday (excluding US holidays) and within business hours. Any issue that requires work beyond business hours will be addressed on the following workday and within business hours.

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.
- End-user's computer hardware/software configurations such as OS (e.g., Linux or older Windows versions) or browser versions 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.
- All Training programs, regardless of software version updates and/or upgrades.
- On-premises type of support including but not limited to: (a) End-user's Windows configuration issues; (b) On-prem firewall or other security device configuration; (c) On-prem VPN, proxy servers, or other internal devices that connect to the Avolve SaaS solution; (d) Customer DNS, SSL certifications, or Azure AD configurations and updates if used for the Avolve SaaS solution; (e) On-prem or end-user's network performance monitoring and updates; (f) End-User browser support; (g) User-modified and new workflows or eforms. Additional services may be purchased for an additional fee.
- 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 Commitments

Uptime 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 99.5%, 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.

Remedies

If Avolve fails to provide the Avolve SAAS Solution in accordance with the terms of the Agreement, as Customer’s sole and exclusive remedy, Customer is entitled to either Service Credits or a refund equal to the amount of Service Credits owed hereunder. Customer has full discretion to choose a Service Credit or refund. Service credits shall be a credit toward future services. Service credits may not be transferred, applied to another account, exchanged for, or converted to monetary amounts. The maximum service credit or refund awarded with respect to Claims the Customer submits in any calendar month shall not under any circumstances exceed the aggregate 100% of the Customer’s Pro-Rated Monthly Subscription Fee for such month.

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

Avolve SaaS Environment

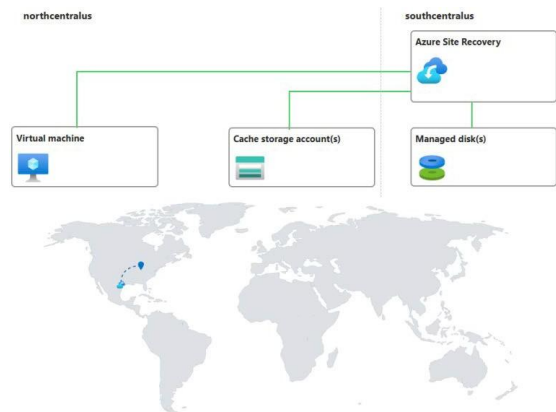
Backup, Disaster Recovery, Security & Safety, and Managed Services Overview

Disaster Recovery and Backup Process

Avolve Software Corporation develops, maintains, and periodically tests its disaster preparedness and recovery plan. The Avolve Software Disaster Recovery (ASDR) plan for Azure supports continuity of operations and systems availability if a disaster or other unplanned business impacting event occurs in the Microsoft Azure Cloud Services environment. The ASDR Plan has been developed, reviewed, and tested according to Avolve Software Corporation’s Business Continuity Planning Policy and Procedures, a subset of the Avolve Information Security Policy and NIST compliance objectives.

Avolve Disaster Recovery Services on Avolve SaaS:

Avolve SaaS includes Microsoft Azure Site Recovery (ASR) service in addition to standard Azure Backup Service. Avolve will manage the replication, failover, and recovery processes through ASR to help keep the jurisdiction’s application running during planned (excludes software upgrades) and unplanned outages. With ASR, Avolve orchestrates and manages the backup and frequency of the Virtual Servers, Storage Accounts, and database.



Site Recovery is a native disaster recovery as a service (DRaaS), and Microsoft has been recognized as a leader in DRaaS based on completeness of vision and ability to execute by Gartner’s Magic Quadrant for Disaster Recovery as a Service.



Site Recovery is a native disaster recovery as a service (DRaaS), and Microsoft has been recognized as a leader in DRaaS based on completeness of vision and ability to execute by Gartner's Magic Quadrant for Disaster Recovery as a Service.

RPO and RTO

In the IT world, any event that threatens or causes the loss of data important to business operations can rightly be called a “disaster.” A disaster can be as encompassing as a complete infrastructure failure and as isolated as someone unintentionally deleting or overwriting files.

Recovery Point Objective (RPO) and Recovery Time Objective (RTO) are terms used in conjunction with disaster recovery.

RPO denotes how much data loss will be allowed to occur in the immediate wake of an outage or failure. The shorter the RPO, the more capable the data recovery system must be in order to minimize data loss. In the case of Azure Site Recovery, the data image is updated every 5-10 minutes, so if an outage requiring ASR for recovery occurs, the system will have retained all data in the ASR system up until ten minutes prior to the outage.

Recovery Time Objective (RTO) is understood as the amount of down time an organization can tolerate before it must return to operations after an outage. Avolve customer environment using Azure Site Recovery should be operational within two (2) hours of a disaster recovery event. The RTO time is also dependent on Avolve's 3rd party DNS provider's ability to distribute the updated DNS address within North America and to the rest of the world. Avolve has tested the DNS change can occur within 2 hours in the United States.

Avolve Backup Process on MS Azure:

Azure Backups is another business continuity, data loss prevention component of ASDR.

Data backups are required for SQL data, File data and Operating System configuration data, and are performed daily. File and system data is backed up incrementally. SQL transaction logs are normally captured every 5-10 minutes, while the database itself is included in the daily backup.

Triple Redundancy

Using the Azure Virtual Machine (VM) extension, Azure Backups, by default, creates three copies of the files and data for a customer environment within the same region as the primary site, known as “Locally Redundant Storage” or LRS. This triple redundancy all but guarantees that customer data will never be completely lost. LRS does not necessarily mean that backups share the same/adjacent physical infrastructure – it is a regional designation.

All servers are backed up nightly. All backups are retained for 14 days at two regions. For the primary and secondary regions, all backup copies will be within the closet region from your location. Each region consists of multiple data centers.

For the primary region, Azure stores 3 copies of the content across multiple data centers in the region. This provides uninterrupted access during disaster events. Transactions are also replicated synchronously.



Backups are transmitted to the paired secondary region via secure fiber loop. Azure backup process stores 3 extra copies of the content. The transaction will be asynchronous to the secondary data centers (500+ miles away from the primary location). This gives the jurisdiction a total of 6 copies of the data backup distributed in the primary and secondary regions.



Change in Capacity and Additional Storage:

The system resources and storage are based on the selected capacity level for the jurisdiction. Capacity levels are determined from the number of concurrent users and number of permits. The capacity is calculated based on Avolve's historical consumption results from various customers on Avolve's Cloud and Microsoft's recommendations. The selected capacity is a best case estimate and is subject to change based on usage and strategic plans of the jurisdiction on the percentage growth for a paperless system. An annual system review will be conducted to determine if any system resource adjustments are necessary. When system resources need to be increased for performance improvements or storage capacity has reached 75%, additional resources will be recommended. To prevent data loss, at 100% storage utilization, additional storage is automatically added, and additional storage will be invoiced.

Security & Safeguards

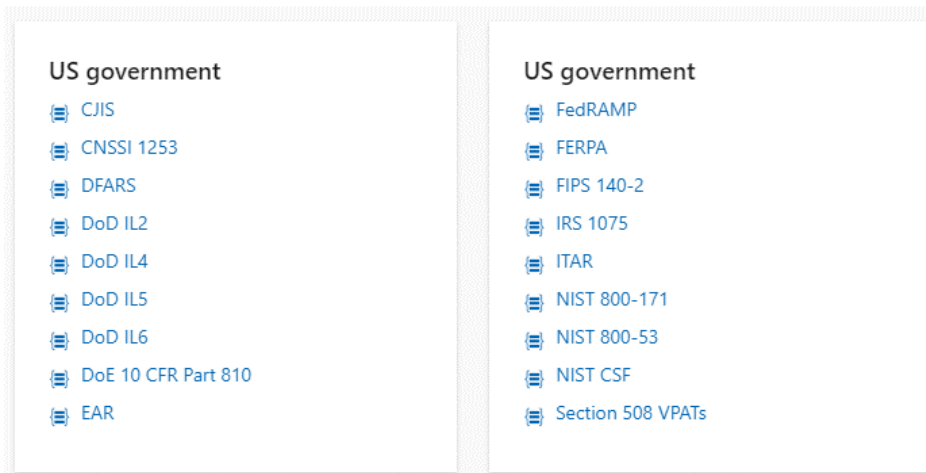
- AVOLVE OAS AND PROJECTDOX ARE INSTALLED ON MS AZURE SYSTEMS
- MSFT AZURE DATA CENTERS ARE SOC 1-3, TIER 203, SAE 18 COMPLIANT
- MSFT AZURE COMMERCIAL CLOUD (ALSO CALLED AZURE PUBLIC) IS FEDRAMP HIGH AND NIST 800-171 COMPLIANT. (<https://docs.microsoft.com/en-us/azure/azure-government/compliance/azure-services-in-fedramp-auditscope>).

Azure public services by audit scope

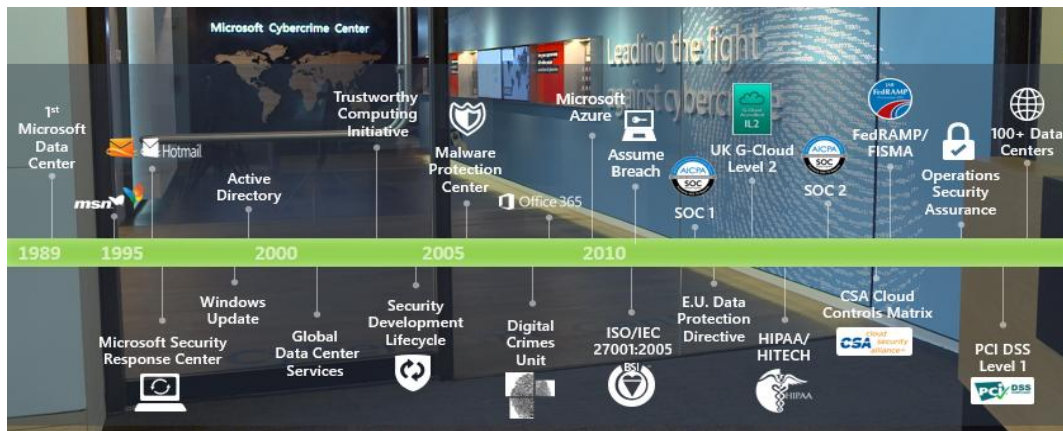
| Last Updated: May 2021 |

| Azure Service | DoD CC SRG IL 2 | FedRAMP Moderate | FedRAMP High |
|---|--------------------|---------------------|-----------------|
| AI Builder | ✓ | ✓ | ✓ |
| API Management [Ⓔ] | ✓ | ✓ | ✓ |
| Application Change Analysis | ✓ | ✓ | ✓ |
| Application Gateway [Ⓔ] | ✓ | ✓ | ✓ |
| Automation [Ⓔ] | ✓ | ✓ | ✓ |
| Azure Active Directory (Free and Basic) [Ⓔ] | ✓ | ✓ | ✓ |
| Azure Active Directory (Premium P1 + P2) [Ⓔ] | ✓ | ✓ | ✓ |
| Azure Active Directory B2C [Ⓔ] | ✓ | ✓ | ✓ |
| Azure Active Directory Domain Services [Ⓔ] | ✓ | ✓ | ✓ |
| Azure Active Directory Provisioning Service | ✓ | ✓ | ✓ |
| Azure Advanced Threat Protection [Ⓔ] | ✓ | ✓ | ✓ |
| Azure Advisor [Ⓔ] | ✓ | ✓ | ✓ |
| Azure Analysis Services [Ⓔ] | ✓ | ✓ | ✓ |
| Azure App Configuration [Ⓔ] | ✓ | ✓ | ✓ |
| Azure API for FHIR [Ⓔ] | ✓ | ✓ | ✓ |
| Azure Arc enabled Servers | ✓ | ✓ | ✓ |
| Azure Bastion [Ⓔ] | ✓ | ✓ | ✓ |
| Azure Blueprints [Ⓔ] | ✓ | ✓ | ✓ |

- MSFT Azure has the highest security compliance from all Cloud Service providers. To access a complete list go to: <https://docs.microsoft.com/en-us/azure/compliance/>.



- Layer 3 and layer 4 firewall security with 1 firewall for the load balancer, 1 firewall for the web tier subnet, 1 firewall for the app tier subnet and 1 firewall for the data tier subnet. Avolve will be adding Layer 7 WAF scheduled for summer 2021.
- Microsoft \$1B+ investment in security R&D and 3,500 cybersecurity experts on MS Azure Cloud. Additional security information is available at <https://azure.microsoft.com/en-us/overview/trusted-cloud/>.



- All incoming and outgoing traffic goes through Azure load balancer which is protected by a Microsoft's network firewall called the Azure network security group (NSG). By default, all NSG's block incoming and outgoing traffic that are not related to Avolve software.
- Traffic is forwarded from the load balancer to the web tier subnet via network access translation (NAT). The web tier subnet has an additional NSG associated to it to filter incoming and outgoing traffic from/to the load balancer. In addition to the web tier subnet Avolve also has an application tier subnet and a data tier subnet. Each subnet has an NSG associated to it, so communication between each subnet is filtered via the NSGs.
- Avolve Production Environment Safeguard Guidelines:
Industry best-practices for systems operational control (SOC) and the National Institute of Standards (NIST) are an integral part of the Azure infrastructure, ensuring a very high level of security and system uptime for Avolve's customers and their environments. Avolve's security and operational policies are established in order to safeguard against any unauthorized access to data and/or potential service disruption that are a constant threat in today's world of online commerce. Therefore, the following policies are enforced by Avolve:



- Customer will have no access to the server infrastructure. Deployment and changes to Production server hardware and/or Operating System (OS) configuration in the system will be performed by Avolve and qualified partner staff only. Customers will be notified if modifications to their environments are required at any given time.
- Custom report creation requires direct access to the Production database. For this reason, Avolve will only support access to a Test environment where the Production tables for reports can be exported.
- Apart from machine-to-machine (M2M) VPN tunnels required for third-party software integration, no user account-based VPN access will be granted to Avolve Production environment infrastructure or software applications.
- Data Center Physical Location Security:

Avolve SaaS products are hosted on Microsoft Azure. Each Azure geography contains one or more regions and meets specific data residency and compliance requirements. This lets you keep your business-critical data and apps nearby on fault-tolerant, high-capacity networking infrastructure. There are 8 US regions. The physical design and operating characteristics of the datacenter is confidential for security reasons. Each region consists of more than one datacenter strategically located to optimize customer's systems. The regions location will depend on the type of service required. A region is a set of datacenters that is interconnected via a massive and resilient network. The network includes content distribution, load balancing, redundancy, and data-link layer encryption by default for all Azure traffic within a region or travelling between regions. With more global regions than any other cloud provider, Azure gives the customer the flexibility to deploy applications where you need them.

Microsoft takes a layered approach to physical security, to reduce the risk of unauthorized users gaining physical access to data and the datacenter resources. Datacenters managed by Microsoft have extensive layers of protection: access approval at the facility's perimeter, at the building's perimeter, inside the building, and on the datacenter floor. Layers of physical security are:

- Access request and approval
- Facility's perimeter Building entrance
- Inside the building
- Datacenter floor

Read more information at <https://docs.microsoft.com/en-us/azure/security/fundamentals/physical-security>.



- Avolve Security Policies and Procedures:

Avolve has been in the process of moving towards full NIST 800-53 compliance by Q3/Q4 2021. The process started in late 2019 with a full security audit by a 3rd party security company, which resulted to a NIST compliance plan. In 2020, we commenced implementing these NIST policies and guidelines with over 900 controls. While many of these policies have been implemented, there are still several procedures that are evolving with newer industry security practices. The policies include:

- Access Control
- Assessment and Authorization
- Audit and Accountability
- Awareness and Training
- Configuration Management
- Contingency Planning
- Identification and Authentication
- Incident Management
- Information Management
- Media Protection
- Personnel Security
- Physical and Environmental
- Planning
- Risk Categorization
- Risk Management
- Software Usage
- System and Communication Protection
- System and Services Acquisition
- System Maintenance
- Information Integrity



Avolve NIST policies and procedures include quarterly employee cybersecurity training, capturing system access logs, security monitoring and limited access to customer production systems.

- Vulnerability and Penetration Tests:

Vulnerability scans are run quarterly, and penetration testing are run annually. The vulnerability/penetration test tool that Avolve uses monitors against the OWASP top ten recognized standards - <https://owasp.org/www-project-top-ten/>

They include:

- Suspicious input transformation
- SMTP header injection
- Serialized object in HTTP message
- Cross-site scripction (DOM-based)
- XML external entity injection
- External service interaction (HTTP)
- Web cache poisoning
- Server-side template injection
- SQL injection
- OS command injection

Based on NIST SP 800-53 compliance policy, we address priority issues based on the following guidelines:

- Critical - Within 1 month
- High - Within 1 quarter
- Medium - Within 1 year
- Low - To be addressed in future releases

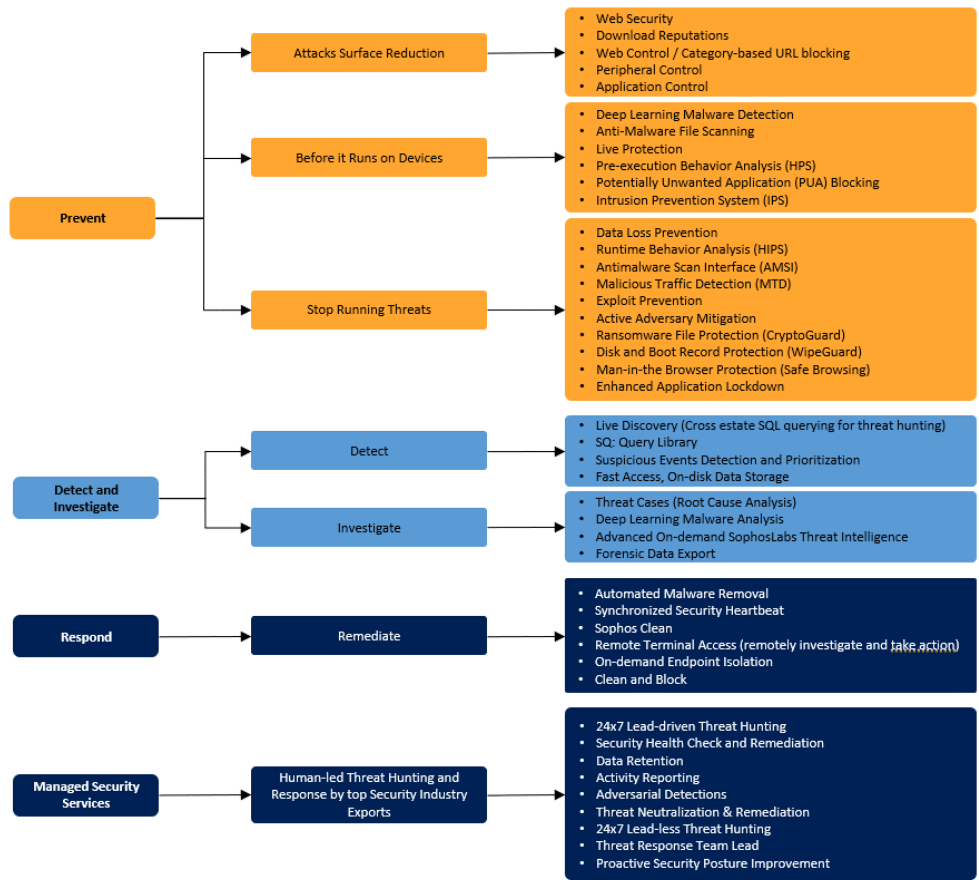
- Avolve SaaS CyberSecurity Capabilities:

Avolve SaaS includes the following security detection and monitoring services:

- Azure Defender Security
- Sophos Central with Server Intercept X Advanced detection and investigation with on-demand endpoint isolation, automated malware removal and clean & block
- Sophos MTR threat hunts, detection, case investigation, and incident immediate response
- LogicMonitor monitoring and security
- N-Central monitoring

Security breaches will undergo root-cause analysis by the Sophos MTR team, which will be reviewed by the Avolve Security Committee prior to submission of an Incident Report. Depending on the level of security breach and system affected, there may be additional information preceding the initial Incident Report.

Avolve SaaS Sample List of Detection, Investigation, Threat Hunts and Remediation CyberSecurity Controls.



Managed Services Operations

Avolve ensures high system availability and is backed by rock solid infrastructure and service level guarantees. Your Avolve ePlan Life Cycle licensed software is hosted in a secure, state of the art data center, and most importantly the application is expertly managed by Avolve. Meticulous attention has been given to security, backup, system redundancy and failover. Your Avolve ePlan Life Cycle application environment is monitored 24-7 for optimum health and security. And if an issue arises, our experts have immediate and direct access to your servers and software for quick diagnosis and resolution. Our comprehensive, Managed Services matrix details what you can expect from the Avolve:

Avolve software monitoring, support, investigation & updates

24 x 7 system monitoring & maintenance

24 x 7 OS, virtual, security, data center monitoring & management

| 24x7 Support and Monitoring for SaaS Customers | US Mountain Time Zone | | | | |
|---|-----------------------|---------|---------|---------|-----------|
| | 8am-5pm | 5pm-8pm | 8pm-6am | 6am-8am | Scheduled |
| Hardware and OS/Virtual System Monitoring & Support | | | | | |
| <p>Server and network resources (i.e., CPU, RAM, Storage, and bandwidth) monitored with automated alerts for resource threshold, server failure, internet and WAN connectivity. Alerts will not be able to monitor issues that occur within less than 1 second failure. Those issues are often discovered during application-level (i.e., OAS and ProjectDox) connectivity issues.</p> <ul style="list-style-type: none"> • Monitoring Data Points: <ul style="list-style-type: none"> ○ Up/Down Status ○ Network Interface Errors ○ CPU Warning ○ Memory Warning ○ Memory Critical ○ CPU Critical ○ Storage Warning ○ Partition Warning ○ Partition Critical ○ Database Warning ○ Database Down ○ SSL warning ○ SSL expiration ○ Webserver Alerts ○ DNS • Custom designed Outage and Alert Plan - adds, changes, & modifications (add user, update firmware, modification, network configuration) • Scheduled Hardware Audits | x | x | x | x | |
| <ul style="list-style-type: none"> • OS and VMWare proactive management. This includes monitoring of any system level failure caused by OS and VMWare patches, viruses, or other issues • Permission Control (group changes, file/folder permissions, Windows, or Linux) • Optimize backend | x | x | x | x | |
| <ul style="list-style-type: none"> • Log File analysis • Best-practices recommendations • Other services as requested • Regular reporting based on customer preference • VLAN creation/modification | | | | | x |
| <ul style="list-style-type: none"> • Cyber Security monitoring and automated alerts. • Regular anti-virus scan and anti-virus removal • Database Security | x | x | x | x | |
| <ul style="list-style-type: none"> • Scheduled data recovery, OS & VMware patches and any hardware replacements • Critical OS patches and updates | | | | | x |

| | | | | | |
|---|---|---|---|---|---|
| • Backup automated services | X | X | X | X | |
| • 24x7 Infrastructure Support calls | X | X | X | X | |
| Application (OAS, ProjectDox, PlansAnywhere) Technical Support through ticket submissions | | | | | |
| <ul style="list-style-type: none"> • Application Specific Monitoring <ul style="list-style-type: none"> ○ Monitor Web Server Connectivity ○ Monitor Web Site Availability ○ Monitor Web Site Page Responsiveness ○ Monitor Application Specific Services ○ Minimalizes Support Issues | X | X | X | X | |
| • Application Performance Reviews | X | | | | X |
| • Database Performance Reviews | | | | | |
| • Application Administration Assistance | X | | X | | |
| • Scheduled Reports | X | | | | |
| • System health checks | | | | | X |
| <ul style="list-style-type: none"> • Performance tuning <ul style="list-style-type: none"> • ProjectDox DB Tuning and re-indexing (periodic) • ProjectDox configuration tuning and adjustments based on any progressive performance growth requirements • Routine cleanup of the DLcache folder • Restart of ProjectDox services and/or Servers during support or patches | | | | | X |
| • Online Support Tickets: Responding to application issues reported | X | | X | | |
| • Software minor patch updates for Support related issues | | | | | X |
| • Software resolution to fix a technical reported issue | | | | | X |
| • Application support for system down issues for Standard Support customers until problem is resolved or a work around has been identified | X | X | X | X | X |



EXHIBIT 2 – Form of Implementation SOW

ProjectDox[®]

Electronic Document Management & Collaboration Solution

City of Delray Beach, FL
Proposed Statement of Work

November 17, 2021



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

EXECUTIVE SUMMARY

This Statement of Work will focus on the Installation of Production and Test Environments 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 ProjectDox and a standard permitting system integration (NaviLine) 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

Offsite | Remote

Setup of a single environment (Test) 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 **Software Acceptance Date**

Orientation and Configuration Requirements Session*

Onsite | 1-2 people

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 ProjectDox application forms and Best in Class Building Combo 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
- Project Plan

Configuration & Integration

Offsite | Remote

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.

- Configured Working products and modules as specified in the Purchase Agreement/ Sales Order
 - Configured Working ProjectDox Application
 - Integration permitting system touchpoint for NaviLine includes:
 - Project Creation – calls the project creation API services in the associated permitting system to create a new permit.
 - Get Permit Information–calls the API services to retrieve defined permit information from permitting system i.e., building details, zoning type, square footage, etc.
 - Get Contact Information–calls the API services to retrieve defined contacts and associated information, i.e. applicant name, address, phone, contractor name, address, phone, etc.

- Get Default Reviews – calls the API services to retrieve the predefined setup of review groups to be assigned during the Assign Reviewers task in ProjectDox. These groups are then automatically selected (checked) in the Assign Reviewers eForm.
- Add/Remove Plan Reviews – as plan reviews (Department Review) are assigned or unassigned, this is posted to the permitting system by adding/deleting/de-activating the associated reviews.
- Update Plan Reviews – 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
- Get Fee Balance - calls the API services to retrieve any fee balance. Some permitting systems API's can also supply details of fees due, but most only provide a current balance.
- Update Project Status Approved – Push final status or log event of approved to permitting system API indicating to the permitting system that all reviews are approved in ProjectDox.

User Acceptance Testing (UAT)

Onsite | 1 person

The UAT phase uses an agile methodology consisting of two sprints for testing each lasting 5 business days per workflow 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 application training in advance of UAT 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 Tracking Log document provided by the Avolve project manager. Avolve will resolve any identified issues to allow the customer retest to gain acceptance.

- Completion of User Acceptance Testing (UAT)

Training

Onsite | 1 person

Avolve education specialists will deliver the below courses to the Customer’s staff. The courses will train approximately 32 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

Offsite | Remote

During this phase the production environment will be set up and upon approval of the user acceptance testing the Avolve team will coordinate the promotion of the code to the production environment in preparation of deployment. Avolve will provide 5 business days of post go-live support transitioning the City to support post the 5-business day period.

- Implementation of the Production Environment
- Code Promotion from Test to Production
- Go-Live
- Transition to Support

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 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 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. This includes the purchase and implementation of Central Square's NavLine ePlan API's product.
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 237 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 Expenses are estimated to be \$8,500.00 and will be invoiced to customer as incurred. All travel will be agreed upon by the Avolve and City Project Managers prior to travel.



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.

The project scope and associated costs are based on a ten (10) week implementation schedule.

| MS# | Milestone | Description | Acceptance Criteria | Payment Amount |
|----------------|------------------------|--|--|----------------|
| MSO | Contract Execution | First Year SaaS costs / On Premise Software /Subscription | Contract Signature | 100% |
| MSO | Contract Execution | 20% Services | Contract Signature | 20% |
| MS1 | Setup | Project kick off meeting complete and initial environment installed | <ul style="list-style-type: none"> Project Kick Off Meeting Conducted Project team can log into installed environment Setup and SaaS Renewal Sign Off | 10% |
| MS2 | Orientation and Config | Completed design sessions Delivery of the configuration design requirements | <ul style="list-style-type: none"> Delivered CRD Sign off Acceptance Document | 20% |
| MS3 | Configuration | Deliver and review the design as defined in the CRD document. | <ul style="list-style-type: none"> UAT scheduled Sign off Acceptance Document | 20% |
| MS4 | UAT | User Acceptance Testing | <ul style="list-style-type: none"> User Acceptance Testing confirms requirement as agreed to in the CRD Sign Off Acceptance Document | 20% |
| MS5 | Training | Conduct Go Live Training Services for End Users, Administrators and Community Outreach | <ul style="list-style-type: none"> Sign Off Acceptance | 10% |
| MS6 | Launch/Go-Live | Application is launched to public | <ul style="list-style-type: none"> Process is launched | 0% |
| | Assurance Services | Invoiced Monthly as time and materials | | |
| Total Services | | | | 100% |

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: _____

Name: _____

Title: _____

Date: _____

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ___ OR Produced Identification ___
Type of Identification Produced _____

Notary Public – State of _____



ProjectDox® Price Quotation

City of Delray Beach:

By: _____

Name: Thomas F. Carney, Jr.

Title: Mayor

Date: _____

ATTEST:

Alexis Givings, City Clerk

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney



ProjectDox® Price Quotation

Notes:

EFT Remittance:

Avolve Software / Compass Bank


Routing #: 122105744

Account #: 2519753300



ProjectDox® Price Quotation

EXHIBIT A: CHANGE REQUEST FORM

| | | | |
|---|--|--|---|
|  | | Avolve Software Change Request Form <i>City of Somewhere</i> | |
| / | | | |
| GENERAL INFORMATION | | | |
| Change Request # (CR) | | | |
| Project/City/County | | | |
| Requestor Name | | | |
| Description of Change | <i>[Enter a detailed description of the change being requested]</i> | | |
| Date Submitted | | | |
| Priority | <input type="checkbox"/> Low | <input type="checkbox"/> Medium | <input type="checkbox"/> High <input type="checkbox"/> Required |
| Reason for Change Request | <i>[Enter a detailed description of why the change is being requested]</i> | | |
| Project Artifacts Impacted | <i>[List other artifacts affected by this change]</i> | | |
| Assumptions/Risks | <i>[Document assumptions or comments regarding the requested change]</i> | | |
| Comments/Considerations | <i>[Enter additional comments]</i> | | |
| Attachments/References | | | |
| ESTIMATES | | | |
| Total Estimated Development Hours | <i>[#hrs]</i> | <i>[Enter the hour impact of the requested change]</i> | |
| Total Estimated Development Duration | <i>[#dys]</i> | <i>[Enter the duration impact of the requested change]</i> | |
| Schedule Impact | <i>[WBS]</i> | <i>[Detail the impact this change may have on schedules]</i> | |
| Cost Impact | <i>[Cost]</i> | <i>[Detail the impact this change may have on cost]</i> | |
| 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 | |



Attachment 1

Quote Delivered To:

Delray Beach, FL
 100 NW 1st Ave
 Delray Beach, FL 3344

Delray Beach, FL

Dated: 5/29/2026

Expiration Date: 6/30/2026

ePlan Life Cycle Solution Pricing

SaaS

| Product Name | Product Code | Description | QTY | Unit Price | Total Price |
|--------------------|--------------|---|--------|-------------|--------------|
| ProjectDox Premium | PDox-Prem | For advanced organizations ready to take full advantage of electronic plan review technology Includes: -Markup -Compare & Overlay Plans -Online Permit Application -Calibrated Measurements -Standard Comments -Audit Trail -Real-time Collaboration -APIs -Web hooks -Identity Management: SSO -Avolve GIS -Avolve Insights -Includes one production and one sandbox environment -Digital Certificates (Avolve Approval Certificates) -Data warehouse connection -Avolve AI Submit -Avolve Mobile 110 Users | 110.00 | \$1,1192.00 | \$131,120.00 |



| | | | | | |
|-----------------------------------|---------------------|--|-------------|-------------------|-------------------|
| <p>SaaS Energov Integration</p> | <p>SaaS-EG.Int</p> | <p>Avolve and Energov SaaS integration with ProjectDox and Energov permit system for a maximum of 2 environments (Test & Production).</p> <p>Integration includes:</p> <ul style="list-style-type: none"> - Energov with ProjectDox: <ul style="list-style-type: none"> - Create Projects - Get General Permit Details - Get Default Plan Reviews <ul style="list-style-type: none"> - Activate/Deactivate Reviews - Update Plan Reviews - Check Fee Balances - Update Project Status Approved | <p>1.00</p> | <p>\$6,180.00</p> | <p>\$6,180.00</p> |
| <p>Avolve IAM/SSO Integration</p> | <p>SaaS-IAM.SSO</p> | <p>Avolve Identity and Access Management (IAM) and Single Sign-on (SSO) supports OAuth protocol and provides a more secure authentication framework. The technology uses Azure Active Directory platform for ensuring proper authentication security controls are in place. The system is limited to 50,000 Monthly Active Users (MAU) for a maximum of 2 environments (Test & Production).</p> <p>Avolve IAM/SSO supports SSO integration with Azure AD B2B, Azure AD B2C, and 3rd party SSO commercial applications such as Okta and Ping.</p> <p>Included in Premium Bundle</p> | <p>1.00</p> | <p>\$0.00</p> | <p>\$0.00</p> |

Subtotal SaaS : \$137,300.00



SaaS Services

| Product Name | Product Code | Description | QTY | Unit Price | Total Price |
|--------------------------------------|---------------|--|-------|------------|-------------|
| Foundation Training Subscription 350 | SUB.TES-FT350 | Training Subscription provides self-paced fundamental role-based training for the Plan Reviewer, Process Management, and Administration for ProjectDox. Avolve Training Library - 12 Users | 12.00 | \$0.00 | \$0.00 |
| TES-Video License Subscription | TES-VLS | TES-Video License Subscription | 1.00 | \$5,400.00 | \$5,400.00 |

SaaS Services Total: \$5,400.00

Professional Services

| Product Name | Product Code | Description | QTY | Unit Price | Total Price |
|-------------------------------------|--------------|--|-------|------------|-------------|
| Avolve IAM/SSO Integration Services | PS-IAM.SSO | Avolve configuration services to implement Avolve IAM/SSO integration for a maximum of 2 environments (Test & Production). The integration setup and configuration should not exceed 8 hours. Additional hours can be purchased as needed. Custom SSO applications may require additional hours. | 1.00 | \$1,800.00 | \$1,800.00 |
| Professional Services | PS-225 | Professional Services time for Services and Training Training and Implementation for Premium Bundle - Billed as Time and Services | 13.00 | \$225.00 | \$2,925.00 |

Professional Services Total: \$4,725.00



| | | | | | |
|---|---|--|--|--|--|
| <p>100% of SaaS and Subscriptions shall be invoiced upon execution of Agreement. Services will be billed monthly on a Time and Material Basis. Payment for the remaining amount is due net thirty days (30) from invoice after work has occurred. Payment via EFT. Travel and Expenses are not included in this total and will be invoiced as incurred.</p> <p>Additional Licenses can be purchased at a bundle rate of 5 for \$7,500 for the City of Delray Beach, FL.</p> | <p>Year 1 SaaS Total: \$23,644.13</p> | <p>Year 2 SaaS Total: \$137,300.00</p> | <p>Year 3 SaaS Total: \$137,300.00</p> | <p>Year 4 SaaS Total: \$137,300.00</p> | <p>Year 5 SaaS Total: \$137,300.00</p> |
| | <p>Year 1 SaaS Services: \$0.00</p> | <p>Year 2 SaaS Services: \$5,400.00</p> | <p>Year 3 SaaS Services: \$5,400.00</p> | <p>Year 4 SaaS Services: \$5,400.00</p> | <p>Year 5 SaaS Services: \$5,400.00</p> |
| | <p>Year 1 Services: \$4,725.00</p> | <p>Year 2 Services: \$0.00</p> | <p>Year 3 Services: \$0.00</p> | <p>Year 4 Services: \$0.00</p> | <p>Year 5 Services: \$0.00</p> |
| | <p>Total Year 1 6/30/2026 – 1/8/2027 Solution Cost: \$28,369.13 (Pro-Rated)</p> | <p>Total Year 2 1/9/2027 – 1/8/2028 Solution Cost: \$142,700.00</p> | <p>Total Year 3 1/9/2028 – 1/8/2029 Solution Cost: \$142,700.00</p> | <p>Total Year 4 1/9/2029 – 1/8/2030 Solution Cost: \$142,700.00</p> | <p>Total Year 5 1/9/2030 – 1/8/2031 Solution Cost: \$142,700.00</p> |

Agreed and Accepted:

AVOLVE SOFTWARE CORPORATION

BY (SIGNATURE):

DATE:

CITY OF DELRAY BEACH:

BY (SIGNATURE):

DATE: