

MASTER LICENSE AND SERVICES AGREEMENT

This **MASTER LICENSE AND SERVICES AGREEMENT**, (the “**MSA**”), is made and entered by City of Burleson, Texas (“**Customer**”); and **e-Builder, Inc.**, a wholly owned subsidiary of Trimble Inc., 13450 W. Sunrise Blvd, 6th FL, Suite 600, Sunrise, FL 33323 (“**e-Builder**”) Hereinafter, e-Builder or Customer may be referred to individually as a “**Party**,” or collectively as the “**Parties**.”

1. INTRODUCTION Under this MSA, e-Builder will provide Customer with access (over the internet) to its proprietary multi-user software and system developed, maintained and owned by e-Builder for use by Customer including, without limitation, the architecture, databases, infrastructure, software, basic software support, technology and web services deployed by e-Builder. This MSA governs the terms of the relationship between e-Builder and Customer.

2. DEFINITIONS The following terms (used in this MSA) will have the meanings specified below:

2.1 “Acceptable Use Policy” means the policy that governs the Customer’s use of the SaaS Services and is incorporated in to this MSA as Exhibit 2.

2.2 “Affiliate” means the parent company of e-Builder, Trimble Inc., and other sister companies of e-Builder that are owned by Trimble Inc.

2.3 “Annual Capital Spend” means the expenses incurred by Customer to demolish, plan, design, build, repair, remodel and furnish a building or site over a period of one year.

2.4 “Annual Software Subscription” means: the total Annual Software Subscription delineated in the Order Form and any follow-on amendments to the Order Form.

2.5 “Average Annual Capital Spend” means the average of the estimated next three (3) fiscal years of the Customer’s Annual Capital Spend.

2.6 “Confidential Information” means: (i) any non-public information of a Party or an Affiliate; (ii) all information relating to the e-Builder Offerings, as well as e-Builder’s current or planned products and services, technology, techniques, know-hows, research, engineering, designs, finances, accounts, procurement requirements, manufacturing, customer lists, business forecasts and marketing plans; (iii) Customer information received by e-Builder; (iv) other information of a Party or an Affiliate that is disclosed in writing and is conspicuously designated or disclosed orally as “Confidential” at the time of disclosure; and (v) the terms and conditions of this MSA. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving Party; (ii) was in the receiving party’s possession at the time of disclosure without violation of any confidentiality restriction and without any restriction on the receiving Party’s further use or disclosure; or (iii) is independently developed by the receiving Party without use of the disclosing Party’s Confidential Information. For purposes of clarity, Confidential Information shall mean information in any median including hard copy, electronically stored or stored in any other means or manner.

2.7 “CPI” means the Consumer Price Index for all Urban Consumers for the previous twelve (12) months at the time e-Builder is accessing the renewal fee.

2.8 “e-Builder Offerings” means the products and services provided by e-Builder to Customer as defined in Section 10 and shall include, without limitation, any software or hardware configurations created by e-Builder for Customer.

2.9 “Effective Date” is the date that this MSA has been signed by both e-Builder and Customer.

2.10 “Initial Term” shall have the meaning provided in Paragraphs 4.1.1 or 4.1.2 below.

2.11 “Materials” means all manuals, specifications, instructions, training documents and content provided by e-Builder in connection with the e-Builder Offerings, whether in written form or on a URL.

“**Order Form**” means a form in which the specific services obtained from e-Builder will be identified, as well as the pricing thereof. The Order Form is part of this MSA and is annexed as **Exhibit 1**. e-Builder will provide the e-Builder Offerings as described in an Order Form for the prices set forth therein.

2.12 “Professional Services” means services provided by e-Builder as defined in an Order Form as mutually agreed to by e-Builder and Customer for, among other things, consulting services, technical assessment, system configuration, system setup, data conversion, data migration, interface development, user training and applicable travel-related expenses.

2.13 “Purchase Order” means a document sent from the Customer to e-Builder indicating that the investment summary in Exhibit 1 is fully funded.

2.14 “Renewal Term” shall mean any roll-over term that follows expiration of an Initial Term and as specified in Section 4.1 below.

2.15 “SaaS Service(s)” means software-as-a-service, consisting of e-Builder’s proprietary multi-user system developed, maintained and owned by e-Builder for use by customers including, without limitation, the architecture, databases, infrastructure, software, basic software support, technology and web services deployed by e-Builder.

2.16 “Term” means the duration of this MSA as inclusive of the Initial Term and each Renewal Term, as applicable.

3. EXHIBITS Exhibits that are annexed hereto are incorporated by reference and shall constitute a material part of this MSA.

4. TERM, TERMINATION

4.1 Term.

4.1.1 Seat Subscription. If Customer’s subscription is based on number of seats it utilizes (the “**Seat Subscription Model**”), the “**Initial Term**” shall commence on the Effective Date and expire on the twelve (12) month anniversary thereof. This MSA shall automatically renew for additional one (1) year terms (i.e., a “**Renewal Term**”), unless e-Builder or Customer provides written notice of non-renewal of a portion or all of the Annual Software Subscription at least sixty (60) days prior to expiration of the then-current term. If written notice is not provided within sixty (60) days, the entire Annual Software Subscription will be due. Upon a Renewal Term, e-Builder has a right to increase the Annual Software Subscription fees by CPI plus two percent (2%) or five percent (5%), whichever is greater.

4.1.2 Capital Spend. If Customer’s subscription fee is based on its Average Annual Capital Spend (the “**Capital Spend Model**”), the “**Initial Term**” of this MSA shall commence on the Effective Date and expire on the thirty-six (36) month anniversary thereof. This MSA shall automatically renew for additional one (1) year terms (i.e., each, a Renewal Term), unless e-Builder or Customer provides written notice of non-renewal of a portion or all of the Annual Software Subscription at least sixty (60) days prior to expiration of the then-current term. If written notice is not provided within sixty (60) days, the entire Annual Software Subscription will be due. Upon a Renewal Term, e-Builder has a right to increase the Annual Software Subscription fees by CPI plus two percent (2%) or five percent (5%), whichever is greater. e-Builder reserves the right to adjust the fee accordingly to align with the Actual Average Annual Capital Spend.

4.2 Termination for Cause. Throughout the Term, either Party may terminate this MSA for cause, upon written notice to the breaching Party, for the following reasons: (a) a payment default related to the Annual Software Subscription that is not cured within sixty (60) days of the beginning of each Annual Software Subscription anniversary date; (b) a payment default related to Professional Services (or any other e-Builder Offering that is not related to the Annual Software Subscription) that is not cured within sixty (60) days of the invoice due date; or (c) a material, non-monetary default that is not cured within sixty (60)

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days following receipt of written notice describing such default. The following includes a non-exclusive listing of material defaults: (i) Customer violates Section 6 (System Access and Use; Support; Updates) and Section 10 (Usage; Ownership); (ii) Customer files or has filed against it an assignment for the benefit of creditors, or a bankruptcy, insolvency or receivership proceeding, which is not dismissed within sixty (60) days; or (iii) a Party winds-up or dissolves its business and affairs. Upon a termination under this Paragraph, e-Builder may seek remedies for all sums owed under the remaining Term. If Customer terminated this MSA for cause, it shall be entitled to a refund of any prepaid, but unused fees.

4.3 Termination for Convenience. Either e-Builder or Customer may terminate this MSA for convenience on not less than sixty (60) days' written notice to the other Party hereto. If Customer terminates this MSA under this Paragraph, all fees properly due, but not paid, and all previously paid subscription fees (both used and unused) for the current contract year shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for Professional Services must be paid in full before the termination becomes effective.

4.4 Return of Data. After termination of this MSA and upon the request of Customer, e-Builder shall export on a one-time basis all Customer data in the e-Builder database format, along with all Customer files uploaded to the Customer's document libraries to Customer at a mutually agreed upon price. Such export will occur upon the execution of an amendment to this MSA.

5. PAYMENTS; SUSPENSION; FEE CHANGES

5.1 Payments; Invoices. The payment terms for the e-Builder Offerings shall be set forth in each Order Form.

5.2 Pro-Rated Purchases: If Customer increases its usage of one or more of the e-Builder Offerings (including software licenses) during the Term, the increased usage fees shall be pro-rated for the remainder of the then current Term.

5.3 Disputed Amounts. If Customer objects to an item on an e-Builder invoice, it shall deliver a written objection thereof by no later than seven (7) days after invoice transmission (the "Objection Notice"). If the Objection Notice is not timely delivered, Customer shall waive its right to object. Notwithstanding delivery of an Objection Notice, Customer will make payment of the undisputed invoice amount as specified in the invoice. If, after reasonable investigation, e-Builder agrees (in whole or in part) with a dispute included within an Objection Notice, it shall credit such amount against subsequent invoices issued to Customer. The notice shall detail the dispute and explain what amounts owed are disputed and why. A hard copy shall be also be sent by overnight mail to the following address: e-Builder, Attn.: Billings and Collections, e-Builder, Inc., 13450 W. Sunrise Blvd, 6th FL, Suite 600, Sunrise, FL 33323.

5.4 Default Interest. e-Builder may charge Customer interest thereon at a rate of one and one-half (1.5%) percent per month if the Customer fails to timely remit payment. Customer's payment of sums owed will not waive or extend any obligation of Customer to make ongoing payments, when due.

5.5 Taxes. All payments for the e-Builder Offerings are exclusive of Federal, state, local and foreign taxes, levies and assessments. Each Party shall be responsible for its own taxes (whether Federal, state or local), together with all governmental filings related thereto, which arise out of the e-Builder Offerings rendered hereunder. If the Customer is a tax-free entity, it must provide a tax exemption certificate to e-Builder upon the signing of the MSA. Unless the Customer is a tax-free entity, Customer shall be responsible for any sales and use taxes.

5.6 Suspension of Service. e-Builder may suspend access to the e-Builder Offerings if Customer fails to timely remit payment or is otherwise in material default hereunder. Any notices of default/termination and suspension may be combined.

5.7 Customer Delays. Due to the firm fixed price nature of the e-Builder Offerings, any material failure

to perform, or any material delays caused by Customer, in permitting or assisting e-Builder in the configuration or implementation of the Professional Services, shall be deemed to be a material breach of this MSA by Customer. e-Builder shall be excused from project deadline commitments if any delays are due to Customer's failure to fulfill its obligations hereunder or under any exhibits hereto. e-Builder shall give Customer ten (10) days to fulfill its obligations. After ten (10) days, e-Builder may suspend the SaaS Services, terminate this MSA or avail itself of such remedies as are available to it hereunder or under applicable law. Notwithstanding any such delays, Customer shall continue to remit payment to e-Builder hereunder on a timely basis. For purposes of clarity, the delays covered by this Paragraph include only those for which Customer has discretion and control, and specifically excludes matters that are beyond Customer's discretion and control.

5.8 Changes to Terms, Conditions and Pricing. e-Builder may change any terms, conditions, rates, fees, expenses or charges regarding e-Builder Offerings at any time after expiration of the Term.

5.9 No Pricing Options: e-Builder cannot provide pricing commitments for e-Builder Offerings that Customer may acquire in the future. Notwithstanding, when Customer determines to acquire additional e-Builder Offerings, e-Builder will attempt to provide Customer with favorable pricing based on Customer's usage, purchasing history, purchasing needs and other factors. Notwithstanding, this Paragraph does not prohibit e-Builder and Customer from agreeing on phased purchases or acquisitions of e-Builder Offerings for which there is an initial purchase by Customer of an e-Builder Offering.

6. SYSTEM ACCESS AND USE; SUPPORT; UPDATES

6.1 License of Software. Customer's use of the e-Builder Offerings includes a limited license to e-Builder software, subject to the restrictions contained herein. Customer acknowledges that title to and copyright in the software applications supplied by e-Builder (including but not limited to the e-Builder Enterprise™, e-Builder mobile applications, and other e-Builder add on software) are reserved by e-Builder. Customer acquires no right in any software, copyrights, patents or any other intellectual property belonging to or licensed by e-Builder, other than the limited rights to use the e-Builder Offerings. e-Builder is and shall remain the sole owner of all copyrights, trademarks, patents and other proprietary rights in and to all aspects of the SaaS Services (including, without limitation, all software, code, business process and designs used in providing the SaaS Services). Customer acknowledges that the e-Builder software may be modified or upgraded from time to time, and that the e-Builder Offerings shall include the most recent version thereof. Customer's use of the SaaS Services is governed by the Acceptable Use Policy found in Exhibit 2.

6.2 Limited Rights. Customer's use of the e-Builder Offerings is provided on a limited, non-exclusive, non-transferable basis during the Term. Except as authorized by e-Builder in writing, Customer will NOT: (i) access or use the e-Builder Offerings to provide any products or services to Third Parties; (ii) access or use the e-Builder Offerings, except through the terms hereof including only for the specific number of seats outlined in the Subscription Seat Model or the Customer's Average Annual Capital Spend used to determine the Unlimited Licenses for the Capital Spend Model; (iii) resell, sublicense, lease, encumber, copy, distribute, publish, exhibit, transmit, provide access to, or provide use of the e-Builder Offerings to any third party, nor use or allow them to be used in any public system, public electronic bulletin board (unless agreed by e-Builder), multiple computer or user arrangement or network that includes access by any third party; (iv) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record or create derivative works based on the e-Builder Offerings; or (v) use the e-Builder Offerings, or any part or aspect thereof, for any unlawful purpose or to mislead or harass anyone. Use of or access to the e-Builder Offerings in violation of the terms hereof is strictly prohibited. Permission to access or use the e-Builder Offerings may be limited or suspended immediately if, in e-Builder's discretion, this Section has been violated. Customer agrees that a violation of this Section will cause e-Builder irreparable and immediate harm, and that e-Builder is entitled to injunctive relief to prevent such violation. For purposes of this Paragraph, a "Third Party" shall not include Customer's consultants, lawyers, accountants, and part-time or temporary workers.

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6.3 **Support.** e-Builder maintains and staffs the e-Builder Support Center that provides 24x7 customer support. The Customer will also be assigned business and technical account managers within to ensure continued success.

6.4 **SaaS License Updates.** During the Term, e-Builder will provide Customer with the latest new releases, updates, patches, fixes and changes to the e-Builder Enterprise™ software used to operate the SaaS Services at no additional charge. The updates referenced herein do not include any new or different products provided by e-Builder to its customer base for which additional fees apply.

7. CONFIDENTIAL INFORMATION

7.1 **General Confidentiality Terms.** The receiving party shall maintain Confidential Information of the disclosing party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. The receiving party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the disclosing party of which the receiving party becomes aware.

7.2 **Use.** The receiving party shall not use Confidential Information of the disclosing party for any purpose other than in furtherance of this MSA and the activities described herein. The receiving party may disclose Confidential Information of the disclosing party only to those persons who have a need to know such Confidential Information (including Authorized Users to the extent necessary to enable them to use the Licensed Products as intended) and shall make commercially reasonable efforts to have such persons respect the confidentiality of the Confidential Information.

7.3 **Legal Obligations.** This MSA will not prevent the receiving party from disclosing Confidential Information of the disclosing party to the extent required by a judicial order or other legal obligation, provided that the receiving party promptly notifies the disclosing party before complying with the order or demand, and cooperates with the disclosing party to contest or minimize the scope of the disclosure (including application for a protective order). Without limiting the generality of the foregoing, if the receiving party receives a demand for Confidential Information from a court, governmental authority, or accrediting agency, it shall give prompt written notice to the disclosing party and provide for the opportunity to seek an appropriate protective order.

8. CUSTOMER DATA AND MARKETING

8.1 **Aggregation of Data.** e-Builder collects data from clients and third parties in the course of delivering the SaaS Service (the "Customer Data"). e-Builder aggregates the Customer Data that it collects from clients (the "Aggregated Data") to perform market analysis and to improve the SaaS Services (the "Data Purpose"). Customer authorizes e-Builder to incorporate any Customer Data obtained in providing the SaaS Service to Customer into the Aggregate Data, as long as the Customer Data and Aggregate Data are both in a de-identified and anonymized form, and provided further that: (i) no confidential information (including the identity of Customer or its suppliers, customers or employees) will be disclosed by e-Builder or be otherwise used or processed by e-Builder in a manner that enables the identity of Customer to be deduced or extracted; and (ii) the Customer Data shall be used exclusively for the incorporation into the Aggregate Data, which shall be used exclusively for the Data Purpose.

8.2 **Marketing.** Customer acknowledges that e-Builder will market the e-Builder Offerings to other organizations digitally and in print. e-Builder retains the right to identify the Customer and Customer's logo in its Marketing Material. For the purpose of this clause only, Marketing Materials shall include, but are not limited to, signage at events, e-Builder's website, and other written or digital medium. e-Builder may also request that the customer participate in a joint press release or case study and will seek mutual, written authorization before issuing a press release or case study containing a description of the implementation or any success metrics.

9. **CUSTOMER NON-SOLICITATION** During the Term and for a period of two (2) years thereafter, Customer will not, directly or indirectly, employ, offer

employment to, or otherwise retain the services of, any officers, agents, representatives or employees of e-Builder, without the prior written consent of the Chief Executive Officer of e-Builder.

10. **USAGE, OWNERSHIP** Except for the limited right to use the "e-Builder Offerings" subject to the terms and conditions contained herein, this MSA does not confer upon Customer a license or interest in, or ownership of, the e-Builder Offerings. The e-Builder Offerings were developed exclusively at private expense by e-Builder. Customer agrees that the e-Builder Offerings include, without limitation, enhancements, edits, improvements, additions, modifications and derivations thereto, and will remain the exclusive property of e-Builder. e-Builder will have the unrestricted and permanent right to use and implement all ideas, advice, recommendations or proposals of Customer with respect to the e-Builder Offerings in any manner and in any media, which e-Builder shall own. Should e-Builder provide Professional Services to Customer that results in the creation of derivative works from the e-Builder Offerings or any new technology, e-Builder shall own all right, title and interest therein, which Customer hereby assigns to e-Builder. Customer shall, if requested, assist e-Builder in affecting filings/registrations needed to protect its rights in any derivative works and new technology including, without limitation, assignment documentation, copyright or patent filings, and the like. For purposes of clarity, e-Builder shall own all software and hardware configurations, regardless of who builds them.

11. REPRESENTATIONS, WARRANTIES AND LIMITATIONS

11.1 **e-Builder Representations and Warranties.** e-Builder represents and warrants that the e-Builder Offerings will be provided in a professional manner in accordance with industry best practices by e-Builder employees or subcontractors that are qualified to provide such services.

11.2 **Customer Representations and Warranties.** Customer represents, warrants and covenants the following to e-Builder, that: (i) it currently possesses all necessary licenses, permits, insurance and approvals required to execute, deliver and perform its duties under this MSA, and is qualified to do business in all jurisdictions where such qualification is required for Customer's performance of its duties under this MSA; (ii) to the best of its knowledge and ability, Customer will comply with, and will use its best efforts to cause each employee or subcontractor it may engage to comply with all applicable federal and state laws and regulations in performing its and their respective responsibilities under this MSA and any subcontracts; and (iii) no information provided to e-Builder or disseminated through its software or systems shall infringe on or violate any trademark, copyright, trade secret, right of publicity or privacy (including but not limited to defamation), patent or other proprietary right of any third party.

11.3 Joint Representations and Warranties.

11.3.1 **No Disqualification.** Customer and e-Builder each represent and warrant that neither they, nor any of their personnel: (i) has been convicted of any crime arising from claims or other transactions, financial relationships or financial dealings; or (ii) has been excluded from any federal or state program. Customer agrees to notify e-Builder immediately upon Customer's receipt of notice regarding an impending audit or review by government agencies.

11.3.2 **Laws and Regulations.** Customer and e-Builder each represent and warrant that they and their agents, servants, employees, representatives and contractors, shall fulfill their obligations hereunder in compliance with all applicable laws, rules and regulations to which they are subject.

11.4 **e-Builder Disclaimers.** E-BUILDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM ITS NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH E-BUILDER WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, E-

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BUILDER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, E-BUILDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. EXCEPT FOR THE WARRANTIES SPECIFICALLY AND EXPRESSLY MADE HEREIN, E-BUILDER MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS, AND ALL SUCH WARRANTIES ARE DISCLAIMED.

11.5 Limitation of Liability. EXCEPT FOR BREACH OF SECTION 7 (GENERAL CONFIDENTIALITY), IP INFRINGEMENT, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, FOR ANY ONE OR MORE BREACHES OF THIS MSA OR DEFAULTS HEREUNDER, THE ENTIRE AGGREGATE LIABILITY OF THE PARTY IN BREACH OR DEFAULT, AND THE EXCLUSIVE REMEDY OF THE OTHER PARTY, SHALL BE PAYMENT OF THE ACTUAL DAMAGES PROXIMATELY CAUSED BY SUCH BREACH OR DEFAULT, WHICH SHALL NOT EXCEED THE AMOUNT OF SIX (6) MONTH'S ANNUAL SOFTWARE SUBSCRIPTION FEES PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. EXCEPT FOR IP INFRINGEMENT, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSSES, OR EXPENSES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND ARISING OUT OF OR RELATED TO THIS MSA. THESE LIMITATIONS ON THE LIABILITY OF EITHER PARTY SHALL APPLY TO ANY AND ALL CAUSES OF ACTION THAT EITHER PARTY MAY HAVE AGAINST THE OTHER, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING A CLAIM, DEMAND OR ACTION, INCLUDING, WITHOUT LIMITATION, WHETHER IT SOUNDS IN CONTRACT OR TORT.

12. INDEMNITY

12.1 e-Builder Indemnity. e-Builder will indemnify and defend Customer, and its officers, directors, trustees, employees and agents (the "Customer Indemnitees"), from and against any claims, suits, judgments, proceedings, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and other reasonable costs and expenses) awarded in an action brought against the Customer Indemnitees, and the reasonable costs associated with its settlement of any such matter that they may be subject to or incurred by them, directly or indirectly, arising from or relating to: (i) e-Builder's breach of Section 7; (ii) e-Builder's gross negligence; (iii) e-Builder's willful misconduct; or (iv) a claim that the e-Builder Offerings infringe, any copyright, patent or other intellectual property rights. Notwithstanding the foregoing sentence, e-Builder will not enter into any settlement, without Customer's prior written consent, unless all third party claims against Customer are released without any further liability on Customer's part.

12.2 Customer Indemnity. To the extent permitted by law, Customer will indemnify and defend e-Builder, and its officers, directors, trustees, employees and agents, from and against any claims, suits, judgments, proceedings, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and other reasonable costs and expenses awarded in an action brought against e-Builder, and the reasonable costs associated with its settlement of any such matter that they may be subject to or incurred by them, directly or indirectly, arising from or relating to: (i) Customer's breach of Section 7; (ii) Customer's gross negligence; (iii) Customer's willful misconduct; or (iv) a claim that Customer's intellectual property, when combined with the e-Builder Offerings, infringes any copyright, patent or other intellectual property rights. Notwithstanding the foregoing sentence, Customer will not enter into any settlement, without e-Builder's prior written consent, unless all third party claims against e-Builder are released without any further liability on e-Builder's part.

12.3 Indemnity Exclusions. The foregoing indemnification obligations of e-Builder relating to third party infringement shall not apply with respect to: (a) the e-Builder Offerings that, after shipment or delivery, are modified or used by any party other than e-Builder, in a manner where such modification or use was not recommended, authorized in writing or required by e-Builder, and where such modification or use is the basis of the third party claim; and (b) the e-Builder Offerings are combined or bundled with any non-e-Builder products, processes or

materials that were not recommended, authorized or provided by e-Builder, if such liability would not have arisen but for such combination or bundling.

13. FORCE MAJEURE No failure, delay or default in performance of any obligation under this MSA will constitute a breach hereof if it is caused by strike, fire, shortage of materials, act of a public authority, unavoidable casualty, civil disorder, riot, insurrection, vandalism, war, severe weather, natural disaster or other act of God, failure of the Internet, failure or error of an Internet services provider or other provider of connectivity, any lines of transmission, any other third party equipment or software through which Internet transmissions occur, or any telecommunications carrier; hacking or electronic vandalism; terrorism; or other cause that is beyond the reasonable control of the Party otherwise chargeable, for so long as such cause continues and for a reasonable period of time thereafter.

14. FORUM, CHOICE OF LAW, NO JURY TRIAL The e-Builder Offerings are offered, sold and provided from and within the State of Florida. Accordingly, this MSA will be governed by the laws of the State of Florida, without regard to conflicts of laws. Venue for all litigated matters shall be the United States District Court for the Southern District of Florida or the state courts of the State of Florida located in Broward County, Florida. The Parties expressly waive and forego any right to a trial by jury.

15. AUDIT RIGHTS e-Builder will have the right, during normal business hours and upon at least five (5) days' prior written notice, to have an independent firm audit the number of authorized users that the Customer has compared to the licenses contracted or in a construction capital spend model the amount of Annual Capital Spend that the customer has incurred. The audit will be conducted at e-Builder's expense, unless it reveals that Customer has not complied in which case Customer will (i) reimburse e-Builder for all reasonable costs and expenses incurred by e-Builder regarding such audit; and (ii) pay e-Builder any annual license fee underpayment disclosed by the audit.

16. INSURANCE

16.1 Requirements. e-Builder shall, at its own cost and expense, acquire and maintain during the Term, with carriers having an AM Best Rating of A-VII or better, insurance as outlined in this section. e-Builder shall carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis then coverage can be obtained on a claims-made basis, with a three (3) year tail following the termination or expiration of this Agreement:

16.1.1 Commercial General Liability, including products liability written on an occurrence form, including but not limited to premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury and advertising injury with limits of at least One Million Dollars (US\$1,000,000) per occurrence, and Two Million Dollars (US\$2,000,000) general aggregate.

16.1.2 Workers' Compensation Insurance. Statutory Workers' Compensation Insurance and Employers' Liability Insurance in the minimum amount of One Million Dollars (US\$1,000,000) each employee by accident, One Million Dollars (US\$1,000,000) each employee by disease, and One Million Dollars (US\$1,000,000) aggregate by disease with benefits afforded under the laws of the state or country in which the services are to be performed.

16.1.3 Commercial Automobile Liability. If an automobile is used by e-Builder in connection with the performance of its obligations under this Agreement, then Comprehensive Automobile Liability Insurance for any owned, non-owned, hired, or borrowed automobile used in the performance of e-Builder's obligations under this Agreement is required in the minimum amount of One Million Dollars (US\$1,000,000) each accident combined for bodily injury and property damage.

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16.1.4 Technology/Professional Errors and Omissions Liability Insurance with Network Security/Cyber Liability Insurance in the minimum amount of One Million Dollars (US\$1,000,000) per occurrence and in the aggregate, protecting Customer against e-Builder's professional negligence, failure to perform professional duties, and breach of contractual obligations under this Agreement. Network Security insurance shall include protection of private or confidential information, whether electronic or non-electronic; network security and privacy liability; protection against liability for systems attacks; denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use, including regulatory action expenses; cyber extortion coverage; and notification and credit monitoring expenses.

16.2 Certificates. Prior to the execution of this Agreement and annually upon the anniversary date(s) of the insurance policy's renewal date(s), e-Builder will furnish Customer with a Certificate of Insurance evidencing the coverages set forth above.

17. NOTICE Unless otherwise agreed by the Parties, all notices shall be deemed effective when received and made in writing by either (i) overnight mail through a nationally recognized, overnight delivery service; (ii) hand delivery; or (iii) email, with a return receipt or acknowledgement of receipt. Notices shall be provided to the following addresses for e-Builder and Customer, unless a written request to change the address is provided by one Party to the other:

If to e-Builder: e-Builder, Inc.
Attention: CFO
13450 W. Sunrise Blvd
6th FL, Suite 600
Sunrise, FL 33323

If to Customer: City of Burleson, Texas
Attention:
Customer Address 1
Customer Address 2
Customer City, State, Zip Code

18.5 No Joint Venture or Partnership. Nothing contained herein will be construed to create a joint venture, partnership or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. Except as otherwise provided herein, in no event will either Party be liable for the debts or obligations of the other Party. e-Builder employees are not employees of the Customer.

18.6 Attorney's Fees. If either Party incurs any legal fees associated with the enforcement of this MSA or any rights hereunder, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

18.7 Enforceability. Except as explicitly set forth herein, none of the provisions of the MSA will be for the benefit of or enforceable by any third party.

18.8 Titles for Convenience. Section titles are for convenience only, and will not affect the meaning of this MSA. No failure by a Party to insist upon the strict performance of any term or condition of this MSA, or to exercise any right or remedy hereunder, will constitute a waiver.

18.9 Counterparts. In connection with the e-Builder Offerings and this MSA, a copy of a signed document sent by PDF electronic image or telephone fax will be deemed an original in the hands of the recipient.

18.10 Survival. Sections 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 16, and 17 of this MSA will survive termination or expiration hereof.

[SIGNATURE PAGE FOUND ON THE FOLLOWING PAGE]

18. MISCELLANEOUS

18.1 Entire Agreement. This MSA constitutes the entire agreement between the Parties relating to the e-Builder Offerings, and supersedes all prior agreements, understandings and representations, whether explicit or implicit, before the execution hereof. Exhibits annexed to this MSA are incorporated herein by reference. In the event Customer utilizes a Purchase Order, Customer expressly agrees that any terms and conditions found on the Purchase Order are null and void as they relate to e-Builder. The Parties agree that this MSA shall be the controlling terms and conditions between the Parties.

18.2 Assignment. Customer may not assign this MSA without the written consent of e-Builder, but e-Builder may assign this MSA to a successor by way of acquisition or merger, with thirty (30) days' prior written notice to Customer, as long as the proposed acquirer agrees to be bound by the terms hereof.

18.3 Binding Effect. This MSA will be binding on the Parties and their successors and permitted assigns.

18.4 Governmental Piggy-Back Rights. e-Builder does business with many government institutions whose applicable laws permit them to join an existing contract between another governmental agency and vendor to acquire goods and services thereunder. If allowable by applicable law, Customer expressly agrees to allow other governmental agencies to acquire goods and services using this MSA ("piggyback"), subject to applicable pricing of the e-Builder Offerings at the time of that piggyback.

MASTER LICENSE AND SERVICES AGREEMENT

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this MSA as of the date indicated below.

CUSTOMER

By: _____

Name: Bryan Langley
Title: City manager
Date: 04/05/2021

e-BUILDER, INC.

By: _____

Name:
Title:
Date:

MASTER LICENSE AND SERVICES AGREEMENT

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this MSA as of the date indicated below.

CUSTOMER

By: _____

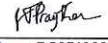
Name:

Title:

Date:

e-BUILDER, INC.

DocuSigned by:

By:  _____

DC8519288BF64B1
Name: Jeanne Prayther

Title: CFO

Date: 3/31/2021

MASTER LICENSE AND SERVICES AGREEMENT

Exhibit 2

Acceptable Use Policy.

1. **SCOPE.** This Acceptable Use Policy ("AUP") is incorporated into and forms a part of the MSA between Customer and e-Builder, and governs the Customer's and each of the Customer's user's use of the SaaS Service. The terms "you" and "your" refer to the Customer or the Customer's User who is accessing and using the SaaS Service. The purpose of this AUP is to delineate the type of actions and content that are contrary to e-Builder's mission and philosophies as well as to ensure that your use of the SaaS Service is in compliance with these standards and applicable laws and regulations. Any capitalized terms that are not defined in this AUP are defined in the applicable MSA.
2. **USER CONDUCT.** This AUP is intended to protect the SaaS Service, employees, officers, agents, and customers of e-Builder, and any users of the SaaS Service, from improper, inappropriate, abusive, or illegal activity. The prohibited uses described in Section 3 below are intended as general guidelines regarding improper and inappropriate conduct and should not be interpreted as an exhaustive list.
3. **PROHIBITED USES.**
 - a. You may not use the SaaS Service for any transmission, distribution, retrieval, or storage of any data or other material in violation of any applicable laws or regulations. This prohibition includes, without limitation, material or data protected by copyright, trademark, trade secret, or other intellectual property or privacy right that is used without proper authorization, and material that is obscene, defamatory, or otherwise harmful or threatening or violates export control laws. You may not use the SaaS Service to violate any system or network security, which may result in criminal or civil liability.
 - b. You may not engage, without limitation, in the following activities:
 - i. Gaining unauthorized access to, or attempting to compromise the normal functioning, operation, or security of, any network, system, computing facility, equipment, data, or information;
 - ii. Engaging in any activity or behavior that may interfere with the ability of others to access or use the SaaS Service, or that is likely to result in retaliation against the SaaS Service, other users or customers of e-Builder, or e-Builder's employees, officers, or other agents, including, without limitation, anything that results in any server being the target of a denial of service attack;
 - iii. Monitoring any data, information, or communications on any network or system not owned by Customer without authorization, or attempting to intercept, redirect, or otherwise interfere with communications intended for others;
- iv. Gaining or attempting to gain unauthorized access to accounts, passwords, devices, or networks without permission, or purposely altering or forging anyone's identity to gain such access, or concealing, forging, or otherwise falsifying identities in connection with any use of the SaaS Service;
- v. Transmitting any advertising, promotional materials, contests, surveys, or any other form of solicitation or mass messaging, whether commercial in nature or not;
- vi. Licensing, sublicensing, selling, renting, or otherwise commercially exploiting the SaaS Service to any third party, other than authorized users, in furtherance of the applicable Customer's internal business purposes as expressly permitted by the Agreement;
- vii. Transmitting files or messages containing computer viruses or propagating worms, Trojan horses, or "spyware" programs; or
- viii. Load testing, probing, scanning, penetration, or vulnerability testing of the SaaS Service.
4. **CUSTOMER RESPONSIBILITIES.** Customer is responsible for the activities of its users and will ensure that its users abide by this AUP. Complaints about Customer's users will be forwarded to Customer's administrator for action, consistent with applicable law. If suspected violations of this AUP occur, e-Builder reserves the right to suspend the SaaS Service, block access to any SaaS Service, or take other action as e-Builder deems appropriate.
5. **COOPERATION WITH INVESTIGATIONS.** e-Builder will cooperate with appropriate law enforcement and other governmental agencies and other parties involved in investigating claims of illegal or inappropriate activity. This cooperation may include disclosing appropriate Customer information. e-Builder shall have no liability to you or any third party for any actions taken in connection with such cooperation. You must assist e-Builder in these matters when requested.
6. **NOTIFICATION OF VIOLATION.** If you become aware of any violation of this AUP by any person, including Users or third parties, you must immediately notify E-Builder via email at Support@e-Builder.net, or, if applicable, through Customer's designated account manager.

Exhibit 1
e-Builder Order Form
City of Burleson, Texas
February 16, 2021

This Investment Summary is considered valid for 45 days from the above publication date of this Order Form. Non-approval of the Order Form within this timeframe will result in the redefinition of the Investment Summary.



13450 W. Sunrise Blvd | 6th Floor, Suite 600 | Sunrise, Florida 33323 |
800-580-9322

THIS ORDERFORM (the "Order Form"), is between e-Builder, Inc. ("e-Builder") and City of Burleson, Texas ("Customer"). This Order Form incorporates by reference the terms and conditions of the Master Service Agreement dated [REDACTED], 2021 between e-Builder and Customer (the "MSA"). In the event of an inconsistency between the terms of this Order Form and the MSA, the terms of the MSA shall control.

Disclosure Statement

The information provided in this document shall not be disclosed outside the recipient's organization and shall not be disclosed in whole or in part for any purpose other than to evaluate the information. During the evaluation process, the recipient may duplicate this document only for distribution to evaluators within the recipient's organization. If a contract is awarded to e-Builder as a result of or in connection with the submission of this information, the recipient shall have the right to duplicate, use or disclose the information to the extent provided in the contract. This restriction does not limit the right of the recipient to use information contained if it is obtained from another source without restriction.

In the event that the recipient is served with a request to disclose any or all of e-Builder's confidential information pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, e-Builder asks to be promptly notified in order to provide sufficient time to object to such request, understanding that the recipient will take reasonable steps to cooperate with and assist e-Builder in contesting such request, requirement, or order or in otherwise protecting e-Builder's rights prior to disclosure.

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Investment Summary

The following details the investment summary for the **Annual Software Subscription** and the **One-Time Implementation Services** for the e-Builder Enterprise™ system.

Annual Software Subscription

Annual Item	Scope Variable	Annual Price
Number of Users	Unlimited	\$76,048.00
Total Annual Software Subscription		\$76,048.00

One-Time Implementation Services

Item	Scope Variable	Price
e-Builder Enterprise Implementation, Setup, Deployment & Training	Per <i>Implementation Services Scope</i> section below	\$134,500.00
Total One-Time Implementation Services		\$134,500.00

Total e-Builder Enterprise Investment – Year 1

Item	Price
Annual Software Subscription	\$76,048.00
Total One-Time Implementation Services	\$134,500.00
Total Year 1 Investment	\$210,548.00

Total e-Builder Enterprise Investment – Initial Term

Item	Price
Total Year 1 Investment	\$210,548.00
Total Year 2 Investment	\$76,048.00
Total Year 3 Investment	\$76,048.00
Total Initial Term Investment	\$362,644.00

Payment Terms

Annual Software Subscription: Payment of the e-Builder Enterprise License fee for Year 1 is due upon the Effective Date of the MSA. Payment for subsequent years is due 30 days prior to the annual anniversary of the Effective Date of the MSA.

One-Time Implementation Services: Payment of the One-Time Implementation Services is due in accordance with the following milestones:

- 25% upon delivery of Kick-Off

- 25% upon completion of Design and acceptance of design documentation
- 25% due upon completion of Configuration and User Acceptance Testing
- 25% due after completion of Training on the use of e-Builder Enterprise

All e-Builder Implementation and Training Services are offered at a fixed fee and not detailed or itemized by hours at an hourly rate. Please refer to the **Implementation Services Scope** section below for a description of what is included in these fees.

Travel Related Expenses: Travel expenses are not included and will be billed as incurred and as actuals.

Annual Subscription Includes

- Unlimited Projects
- Unlimited Document Storage
- 24x7 Technical Support
- Quarterly Enhancement/Upgrades
- Maintenance Releases

Unlimited User License

The e-Builder Enterprise Annual License Subscription Fee for unlimited e-Builder Enterprise named users and is based on the Customer's annual capital spend of up to \$35 MM. Changes in the Customer's annual capital spend will result in price changes for unlimited e-Builder Enterprise license subscription.

Implementation Services Scope

Phase & Deliverables	Scope	Comments
1. Project Kickoff & Discovery Phase		
Kick-off Meeting		May occur 2-4 weeks after full contract execution and purchase order receipt.
Implementation Goals		During Kickoff
Success Matrix		During Kickoff
Initial Project Schedule		During Kickoff
Data Gathering Guide		During Discovery
Data Migration Workshop	1-Day	Please refer to the following Assumptions for Data Migration Workshop.
2. Project Design & Requirements Phase		
Solution Document	Included	Requirements & Solution Design
3. Project Configuration & Testing Phase		
Core Functionality	Standard	Home Page, Projects ⁽²⁾ , Calendar, Contacts, and Setup
Planning Module	1-Template	<ul style="list-style-type: none"> • Scenario Template
Cost & Funding Module	3-Templates	<ul style="list-style-type: none"> • Funding • Budget • Cash Flow
Schedule Module	1-Template	
Forms Module	Activation Only	+60 Standard Forms
Process Module	7-Processes	<ul style="list-style-type: none"> • Project Approval ⁽¹⁾ • Contract Approval • Documents Tracker • Potential Change Order • Change Order • Inspection Daily Report • Payment Application Approval
Document Management	1-Template	
Bidding Module	Standard	
Dashboard Module	Activation Only	+1 Admin Dashboard & 1 Executive Summary Dashboard
Reports Module	1-Report	1 Report to export project information for the creation of project records in The ESRI GIS system. +120 Standard Reports
Submittals Module	Standard	

Phase & Deliverables	Scope	Comments
Portfolio Management Level Cost	Standard	<ul style="list-style-type: none"> • Master Funding • Master Commitments • Master Commitment Changes • Master Invoices
EZ File Transfer Tool	Standard	+Use Training Please refer to the following <i>Assumptions for EZ-File Transfer Tool</i> .
Import Toolkit	Standard	+Use Training
4. Project Training Phase		
Admin Training	1 Session	3 Days Duration / 5 Users Maximum
End User Training	2 Sessions	2 Days Duration / 15 Users Maximum Each
Train-the-Trainer	1 Session	2 Days Duration / 5 Users Maximum
5. Adoption Phase		
Adoption Calls	4-Calls	Weekly calls for 4-Weeks – Scheduled and Conducted by e-Builder Professional Services.

(1) **Project Intake Process:** To automate the creation of a Project from the intake process, the following assumptions must be met during configuration.

1. Data entry fields from the Intake Process are limited to the population of standard Project fields and custom Project fields.
2. Automated application of templates is limited to the following template types:
 - A. Project
 - B. Budget
 - C. Cashflow
 - D. Schedule

(2) **Project Web Link:** Configuration of one Project Web Link to access to the ESRI GIS project map using URL combined with a Project Custom Field used to store the ESRI GIS Project identifier.

Note: Our *Proposed Scope of Work and Services* does not include the migration of any data from the City's existing sources into e-Builder Enterprise.

ESRI ArcGIS Integration Scope

e-Builder Enterprise will use the following integration methodology to share system data with:

Customer System: **ESRI**

Functional Overview

e-Builder will configure projects in e-Builder Enterprise to link a display of the GIS Public Interface. This type of interface ensures users can access all of the existing project management data residing

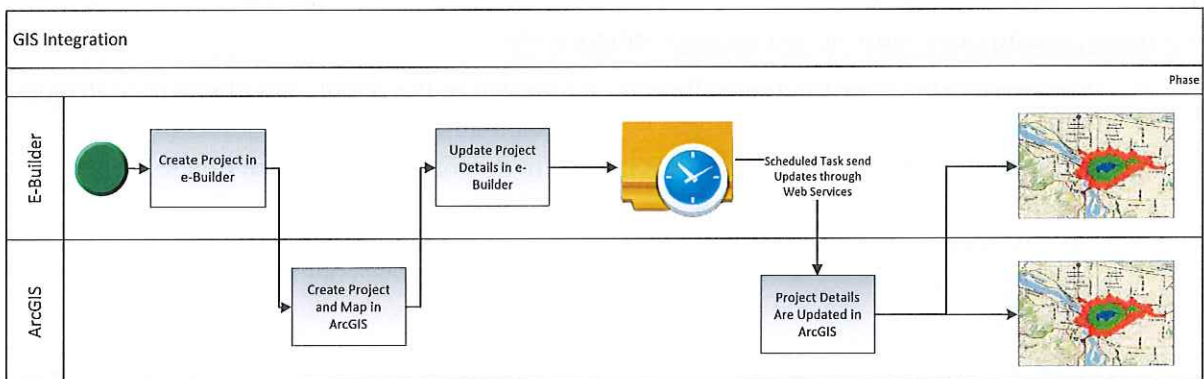
in e-Builder Enterprise and have easy access to the GIS map. The reports created in e-Builder Enterprise include the capability to share the ArcGIS project link for distribution purposes.

The ESRI ArcGIS holds spatial and mapping data. In order for e-Builder Enterprise to communicate to ESRI ArcGIS an agreed upon unique data field (i.e., Project Number) will be defined. Projects in e-Builder will provide a link to display the GIS Public Interface. The link will be available from the project details screen). This will open the GIS Interface in a new tab or window. e-Builder will pass Project Identification Data to ArcGIS through a query string at the end of the HTTP Address. Reports created in e-Builder will have an added feature to allow the report creator to add the ArcGIS project link. If there is no ArcGIS Project associated with the project ID passed by e-Builder, ArcGIS will display the standard GIS Public Interface with no detailed Project Information. This will work for reports that are run from within e-Builder and scheduled HTML reports that are “pushed” from the system to a user’s email.

The integration is a one-way integration. Data will be pulled into the ArcGIS system from e-Builder Enterprise as identified during the implementation via a data mapping exercise. Data will not be pulled into e-Builder Enterprise to update project details.

A scheduled report used to export the e-Builder project data to be imported by the ArcGIS system is included in the scope of work.

Data Flow Summary Diagram



ESRI ArcGIS Integration Assumptions

- Integration will be 1-way from e-Builder to ArcGIS.
- Project must be created and mapped in ArcGIS in order for the interface to update details.
- Updates to project details will be done in e-Builder Enterprise. If updates are done in ArcGIS, they may be overwritten with interface from e-Builder.
- Data will be transferred from e-Builder Enterprise to ArcGIS via a scheduled report.

Data Migration Workshop

The e-Builder Implementation Team will conduct a one day workshop to assess the state of existing data, export capabilities, and alignment with the solution design. After the Data Migration Workshop, the e-Builder implementation and e-Builder account management team will provide the Customer a detailed data migration plan, executable actions to occur after the execution of an amendment, and a proposed contractual amendment detailing the cost proposal to achieve the data migration objectives and services. e-Builder will perform the agreed up on data migration activity after the full execution of the amendment.

EZ File Transfer Tool (EZ File)

e-Builder Enterprise provides an Easy File Transfer tool (EZ File) for the movement of document files. The EZ File tool makes it easier for our clients to upload and download many files on a frequent basis. For example, clients that wish to support the BIM file coordination process within e-Builder Enterprise would find value with this service. The EZ File is a supported file transfer service built into the e-Builder Enterprise architecture. It provides a “doorway” into the folders and files stored on the e-Builder servers. Using the e-Builder EZ File, our clients can upload and download files and folders between e-Builder and their computers without having to work directly within the e-Builder application in a browser. EZ File utilizes an industry standard file transfer method called WebDAV (Web-based Distributed Authoring and Versioning). WebDAV is commonly used to publish and manage files and directories on a remote web server. EZ File requires the client to use a 3rd party WebDAV user interface client to manage the upload and download process. e-Builder’s EZ File tool includes one (1) license to Syncovey. Any additional licenses or any additional upgrades to Syncovey required by Customer are not included and are Customer’s responsibility. For both manual uploads and automated using the EZ File, the folder location(s) is determined by the user.

Customer Responsibilities & Implementation Assumptions

The following responsibilities and assumptions are necessary for the successful completion of this implementation. In the event that an item below does not occur in the manner or time-frame defined, e-Builder may request to meet with the Customer and mutually agree upon an adjustment to the schedule, work activities and fees.

- The Customer will make best efforts to ensure the committed participation of all appropriate technical and user personnel throughout the project, including but not limited to periodic status reviews. Customer resources provided during the technical and functional sessions must be empowered to make decisions on project direction.
- The e-Builder implementation team will work jointly with the Customer team to resolve all issues including those impacting the scope and timeline. Issues that may impact the progress and the schedule will be documented. If the issue is critical, e-Builder will present the issue to the Customer in writing as quickly as possible. Once the issue is presented in writing the Customer is expected to respond within two (2) business days. If the issue cannot be resolved within two days, they will notify e-Builder and arrange a meeting with all relevant personnel to resolve this issue. Failure to do so could impact the cost and schedule of the e-Builder implementation project.
- All necessary content (data, text and graphics) will be provided to e-Builder prior to the creative processes (if applicable).
- Unless specifically identified as deliverables within this document, Customer will enter any historical data from past projects to enable historical analysis.
- Unless specifically identified as deliverables within this document, data migration, system integrations or custom development of any kind is not included within the scope of the e-Builder implementation project. These items can be included through the change management process if identified as required items.
- All change requests received and approved will be listed on a contract Addendum or Work Order. Each Addendum or Work Order must be signed and accepted prior to initiating additional work by e-Builder.



e-Builder is the leading provider of integrated, cloud-based construction program management software for top facility owners and the companies that act on their behalf. The company's flagship product, e-Builder Enterprise™, improves capital project execution, resulting in increased productivity and quality, reduced cost, and faster project delivery. Since 1995, e-Builder's technology leadership and construction industry focus has provided thousands of global companies, government agencies, and healthcare and educational institutions managing billions of dollars in capital programs with solutions to improve the plan, build, and operate lifecycle.