AVOLVE SOFTWARE CORPORATION
Software as a Services Agreement

This agreement ("Agreement") is made this _____ day of _____ ("Effective Date") by and between Avolve Software Corporation, a Delaware corporation with offices at 21001 N Tatum Blvd. Suite 1630-503 Phoenix, Arizona 85050, United States of America, ("Avolve" or "Services Provider") and City of Meridian ("Customer").

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

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

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

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

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

SECTION A. – AVOLVE SAAS SOLUTION

1.   Avolve SAAS Solution.

    a.   Use Rights. Subject to Customer's compliance with all the terms and conditions of this Agreement, Avolve grants to Customer a non-exclusive, non-transferable, non-sublicensable right) to permit Users to use the Avolve SAAS Solution identified in the Implementation SOW, attached hereto as Exhibit A, for Customer's internal business operations, pursuant to and as described in the

ProjectDox ePlan Solution Proposal, attached hereto as Exhibit B, solely for the Customer for the period of Three Years, calculated from the Effective Date (the "Term"). Promptly following the Effective Date, subject to Customer timely providing all information reasonably requested by Avolve in writing, Avolve will set-up an instance of the Avolve SAAS Solution and provide system log-in access to the Customer's designated resource User. Customer acknowledges that failure to timely respond to Avolve's requests may result in a delay in set-up and covenants to timely provide all reasonably requested information. As used in this Agreement, "User" means authorized Customer employees and third parties that require access to the Avolve SAAS Solution in connection with the Customer's internal business operations, such as the Customer's administrators, contractors, reviewers, and applicants. There may be different types/levels of Users for the Avolve SAAS Solution, such as administrator Users, if so identified in the Implementation SOW.

b. Storage. The Avolve SAAS Solution will include for the 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 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); (ii) assign, sublicense, sell, lease, loan, resell, sublicense or otherwise distribute or transfer or convey the Avolve SAAS Solution or any other Avolve materials, or pledge as security or otherwise encumber Customer's rights under this Agreement; (iii) make any use of or perform any acts with respect to the Avolve SAAS Solution or any other Avolve materials other than as expressly permitted in accordance with the terms of this Agreement; or (iv) use the Avolve SAAS Solution components other than those specifically identified in the

Implementation SOW and then only as part of Avolve SAAS Solution as a whole, even if it is also technically possible for Customer to access other Avolve SAAS Solution components; or (v) modify, further develop or create any derivative works of, disassemble, decompile, reverse engineer or otherwise attempt to obtain or perceive the source code from which any part of Avolve SAAS Solution is compiled or interpreted, or access or use Avolve SAAS Solution in order to build a similar or competitive product or service; (vi) allow use of the Avolve SAAS Solution or any other Avolve materials by anyone other than authorized Users; (vii) publish any results of benchmark tests run on Avolve SAAS Solution; (viii) unless otherwise expressly authorized in writing by Avolve, use the Avolve SAAS Solution in connection with any software product or tools, or any other software as a service not provided by Avolve; and (ix) input, upload, transmit or otherwise provide to or through Avolve SAAS Solution or any systems used by Avolve anything that is unlawful, injurious, or contains, transmits or activates any harmful code. Customer acknowledges that nothing herein will be construed to grant Customer any right to obtain or use the source code from which Avolve SAAS Solution is delivered. Customer shall not tamper with or attempt to disable any security device or protection used by Avolve SAAS Solution or any other Avolve materials, nor shall Customer damage, destroy, disrupt or otherwise impede or harm in any manner the Avolve SAAS Solution or any systems used by Avolve. Customer agrees to take all commercially reasonable steps to ensure that Users abide by the terms of this Agreement and expressly agrees to indemnify Avolve, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by Avolve arising from a breach by the User of the conditions of this Agreement.

d. <u>High-Risk Activities</u>. The Avolve SAAS Solution is not fault-tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems, in which the failure of the Avolve SAAS Solution or derived binaries could lead directly to death, personal injury, or severe physical or environmental damage. The Avolve SAAS Solution is also not designed or intended for use with Federal Tax Information (FTI) as defined in the Internal Revenue Service Publication 1075 (IRS 1075) or criminal justice information ("CJI"), such as fingerprint records and criminal histories. Customer shall not use the Avolve SAAS Solution for any of these high-risk activities, including without limitation transmitting, storing or otherwise processing any FTI or CJI with the Avolve SAAS Solution.

e. <u>Project Administrator</u>. Customer agrees, if not already designed in the Implementation SOW, to promptly designate in writing one person to be the

Customer's point person responsible for all communications with Avolve (the Customer's "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 that 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.

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 threated security breach, Customer shall promptly notify Avolve and take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Avolve SAAS Solution). Customer shall provide sufficient notice to, and obtain sufficient consent from, its Users and any other party providing personal data to Avolve and its suppliers (including the Microsoft Corporation) to permit the processing of data by Avolve and its supplier, and their respective affiliates, subsidiaries, and service providers solely to the extent such processing of data is expressly allowed for under this Agreement, including for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Avolve solely to the extent Avolve is required to do so by law, or otherwise mutually agreed to in writing by the parties.

l. Data Backup. The Avolve SAAS Solution is programmed to perform data backups of Customer Data stored within the Avolve SAAS Solution in accordance with Avolve's then-current standard storage limits and data backup practices

(available upon request). Additional data backups may be purchased for an additional fee from Avolve and such additional data backup services shall be documented in an SOW pursuant to Section B of this Agreement. In the event of any loss, destruction, damage or corruption of Customer Data caused by Avolve or the Avolve SAAS Solution, Avolve, as its sole obligation and liability and as Customer's sole remedy, will use commercially reasonable efforts to restore Customer Data from Avolve's most current backup of Customer Data.

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

2. Security. The security, privacy and data protection commitments set forth in this Agreement only apply to products and services provided by Avolve directly to Customer and do not include any products or services resold by Avolve hereunder, including any hosting services provided by Microsoft Corporation pursuant to the Customer's Microsoft Customer Agreement.

a. Security Program. Avolve has implemented and maintains an information security program that incorporates administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data provided by Customer and its Users to Avolve in accordance with this Agreement.

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

c. Security Breach. Avolve will notify Customer promptly and in no event later than one (1) business day following Avolve's discovery of a Data Security Breach (defined below) and shall (i) undertake a reasonable investigation of the reasons for and the circumstances surrounding such Data Security Breach and (ii) reasonably cooperate with Customer in connection with such investigation, including by providing Customer with an initial summary of the results of Avolve's investigation as soon as possible, but in all cases within two (2) business days

after the date Avolve discovered or reasonably suspected a Data Security Breach, and then regular updates on the investigation as it progresses; (iii) not make any public announcements relating to such Data Security Breach without Customer's prior written approval, which shall not be unreasonably withheld; (iv) use commercially reasonable efforts to take all necessary and appropriate corrective action reasonably possible on Avolve's part designed to prevent a recurrence of such Data Security Breach; (v) collect and preserve evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Data Security Breach, which shall meet reasonable expectations of forensic admissibility; and (vi) if requested by Customer, at Customer's cost, provide notice to individuals or entities whose Confidential Information was or may have been affected in a manner and format specified by Customer. In the event of any Data Security Breach is caused by Avolve, Customer shall have, in addition to all other rights and remedies available under this Agreement, law and equity, the right to terminate the Agreement upon thirty (30) days prior written notice. For purposes of this Agreement, the term "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.

    d.   Signatures. The parties shall use electronic signatures for all agreements unless otherwise prohibited by law.

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

4.   Ownership and Disposition of Customer Owned Data, Hosting Location. "Customer Data" refers to the data provided by the Customer that resides in the Customer's Avolve SAAS Solution environment, including any plan review, project drawings and associated project documents. Customer shall own all Customer Data that may reside within Contractor's hosting environment, to include Disaster recovery site, equipment and media. Contractor is granted no rights hereunder to use the Customer Data except to the extent necessary to fulfill its obligations to Customer under this Agreement. Unless approved in writing by Customer, Avolve shall host the Avolve SAAS Solution provided to Customer hereunder from a data center located within the United States.

Upon termination or expiration of Customer's right to use the Avolve SAAS Solution for any reason other than Customer's uncured material breach, for the first thirty (30) calendar days following termination or expiration, Customer may request in writing that Avolve provide an copy of Customer's then-current Customer Data and, for no additional cost, Avolve shall provide a copy in a mutually agreed upon format on media supplied by the Customer. If the parties are unable to mutually agree upon the format or the media supplied by Customer is not acceptable to Avolve, Avolve will use commercially reasonable efforts to still provide a copy of the Customer Data but Avolve may charge a reasonable professional services fee for increased costs incurred. After this time period has expired, Avolve has no further obligation to retain the Customer Data and shall use commercially reasonable efforts to promptly delete all Customer Data from the Avolve SAAS Solution.

5.   Verification. Avolve shall be permitted to audit (at least once annually and in accordance with Avolve standard procedures, which may include on-site and/or remote audit) the usage of the Avolve SAAS Solution and any other materials provided by Avolve to Customer. Customer shall cooperate reasonably in the conduct of such audits.

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. If Avolve is required to pay Taxes, Customer shall reimburse Avolve for such amounts.

3.   Renewal Terms. Except as otherwise provided in any SOW, UPON THE EXPIRATION OF THE TERM, THE AGREEMENTSHALL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL TERMS EACH EQUAL TO TWELVE (12) MONTHS, AT AVOLVE'S THEN CURRENT FEES FOR CUSTOMER'S THEN CURRENT USAGE, UNLESS EITHER PARTY PROVIDES NOTICE OF NON-RENEWAL AS SET FORTH IN THIS SECTION C(3). Avolve will provide notice of non-renewal or a notice of the fees due for each Renewal Term at least sixty (60) days prior to the commencement of the Renewal Term. If a notice of fees is provided, it will be in the form of an invoice. Customer acknowledges that it is its responsibility to provide a current email address to Avolve and to monitor such address for such notices. Customer may elect not to renew by providing notice to Avolve at least thirty (30) days prior to the commencement of the Renewal Term.

4.   Non-Appropriation. Avolve acknowledges that Customer is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. Notwithstanding anything in this Agreement to the contrary, Customer's obligations under this Agreement to provide payment to Avolve as described herein shall be subject to and dependent upon appropriations being made by Meridian City Council for such purpose.

5.   Termination. In addition to any termination rights that may be set forth in a specific SOW, either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches this Agreement and thereafter has failed to cure such material breach (or commenced diligent efforts to cure such breach that are reasonably acceptable to the terminating party) within thirty (30) days after receiving written notice thereof. Without prejudice to either party's rights to terminate set forth in the prior sentence, if Customer has purchased from Avolve hosting of the Avolve SAAS Solution on the Microsoft® Windows Azure™ platform, and Microsoft Corporation terminates the Customer's Microsoft Customer Agreement during a 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. 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, (vi) produced in compliance with securities reporting requirement or a government or court order, provided the other party is given notice and an opportunity to intervene; or (vii) 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.

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. To the maximum extent permitted by law, 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), to the maximum extent permitted by law, 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 received by Avolve under this Agreement (which fees may have been received by Avolve from Financing Company or directly from Customer). Such fees reflect and are set in reliance upon this limitation of liability. The limited remedies set forth in this Agreement shall apply notwithstanding the failure of their essential purpose.

9. Support; Warranties.

    a. Support. During the 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 C).

    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:	If to Customer:
Patrick Armstrong CFO	City Clerk
Avolve Software Corporation	City of Meridian
21001 N. Tatum Blvd, Suite 1630-503	33 E. Broadway Ave
	Meridian ID 83642
Phoenix, AZ 85050	

11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Customer's state of domicile.

12. State of Idaho requirements. Avolve certifies compliance with Idaho Code sections 18-8703, 67-2346, 67-2347A, and 67-2359, and certifies it is not engaged in any of the activities prohibited by those sections. Avolve shall not assign or seek to assign the Agreement to a person who operates in violation of these statutes. Customer may immediately terminate this Agreement upon receipt of information Contractor is in violation of the terms of this section.

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

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

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

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

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

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

19. <u>Exhibits.</u> All exhibits to this Agreement are incorporated by reference and made a part hereof as if the exhibits were set forth in their entirety herein.

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

Avolve Software Corporation

By: _____

Name: _George Mastakas_____

Title: _CFO_____

Date: _12-29-2026_____

Meridian, ID

By: _____

Name: _____

Title: _____

Date: _____

City of Meridian, ID

ProjectDox SaaS Migration and Upgrade

9.2 to 9.5

Implementation Statement of Work (SOW)

October 24, 2025

Prepared by your Avolve Software Representative

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Executive Summary

This Statement of Work focuses on the migration, upgrade, and deployment of the current on-premises Production and Test Environments (9.2.8.9723) for the **City of Meridian, ID** set herein as "Customer" to the Avolve SaaS Solution version 9.5.

High Level Scope of Work

1   DEFINITIONS

- Permitting System: Accela
- PDox: ProjectDox
- Customer = City of Meridian, ID

2   INITIATION

The project will focus on the setup of the test and production environments in the Avolve SaaS cloud and upgraded to version 9.5.

- Avolve shall prepare, for the Customer's review and approval, a project plan, detailing specific tasks and responsibilities of the parties, deliverables, dependencies, and dates for completion of the same (the "Project Plan").

3   INFRASTRUCTURE SETUP

- Avolve shall provision the test and production environments for Avolve SAAS Solution version 9.5.
- Avolve shall install and configure ProjectDox Azure migration tool for the on-premises environments to migrate log files for the environment.
- Avolve requires access to the Customer's ProjectDox web server to install and configure its ProjectDox Azure migration tool used to copy and move plan review and log files for the environment. The migration tool will require port 443 to be open to conduct this move.

4   DATA MIGRATION

- Avolve shall install and configure the ProjectDox Azure migration tool for the on-premises environments to migrate the log files for the environments.
  - There is no file migration (Plan Review Drawings/Documents) of the UserFilesSource (UFS) or UserFilesPublish (USF) for the test environment.

- Avolve shall install and configure the ProjectDox Azure Migration tool for the on-premises production environment. This service will run in the background to transfer the UserFilesSource (UFS) or UserFilesPublish (USF) as well as the log migration for production and continue to keep the systems in sync until the production go live.

- Avolve shall request the Customer to provide backups of any Avolve product databases and installation directories to be uploaded to a provided encrypted Azure File Explorer shared file server solution.

- Avolve shall request a copy of the production environment be applied to the test SaaS environments as part of the migration and upgrade effort.

- Avolve will provide installation directory to allow Customer to upload requested directories:

  ProjectDox web server
  - ProjectDox
  - ProjectDox.Web.UI
  - ProjectDox.Web.API
  - ProjectDox.Portal.UI
  - ProjectDox.Portal.API
  - ProjectDox.Portal.Web.API
  - ProjectDox.Portal.Web.UI
  - ProjectDox.Portal.Permitting.Web.API
  - Portal.Permitting.Web.API PDFS
  - Program Files (x86) \Avolve

  ProjectDox application server (all ProjectDox Services installation folders)
  - \Program Files (x86) \Avolve
  - WorkflowDLCache

  ProjectDox database server (latest full backup of databases listed below)

  - ProjectDox database
  - Portal database

5   AVOLVE TEST ENVIRONMENT UPGRADE

Completion of the infrastructure setup and initiation of the migration tasks will allow for the upgrade of the software to the latest version of the Avolve SAAS Solution (9.5) and the reconfiguration of integration endpoints within the Avolve SAAS Solution by both Avolve and the Customer.

A. Test Environment Avolve Tasks

- Avolve shall install the latest version of 9.5 software to the SaaS Environment.

- Avolve shall restore a copy of the 9.2 production databases to the new 9.5 Test SaaS server environment.

- Avolve shall make necessary site configuration updates for the new SaaS environment.

- Avolve shall restore existing ProjectDox integration connection configuration files for the permitting system.

- Avolve will convert the integration to the Accela SaaS connector, including the custom TSI formlets and integration to Accela.

- Avolve will establish the integration from ProjectDox to Laserfiche using the WCF service installed in the customer environment.

B. Customer Test Environment Tasks

As part of the upgrade to 9.5, the Customer shall be responsible for assisting with setup post the completion of the upgrade, specifically:

- The Customer team shall be responsible for updating integration URLs/endpoints and completing any formula or data recompilation as required (with Avolve providing details required for endpoint integration) to point to the correct ProjectDox system for testing.
- Customer will install the WCF (Windows Communication Foundation) service to their environment with required whitelisting to expose the Laserfiche on-premises endpoint to allow communication from the ProjectDox application in the Avolve SaaS cloud to Laserfiche at the City of Meridian for continued use in the Planning workflow.
- The Customer team shall be responsible for ensuring communication to the permitting from the Avolve SaaS cloud environment is permitted. The standard communication port is 443; however, this will be evaluated with the Customer and Avolve teams to determine if any additional port or requirements are needed upon setup of the environment.

- The Customer is responsible for redirecting the existing on-premises URL DNS for the development site to point to the new Avolve SaaS development URL and disabling of the on-premises environment.

- The Customer shall be responsible for the identification and update of persons that perform stamping actions to be added to the Stampers group within each project for each project template in the system.
- The Customer shall be responsible for identification and updating project administrators by project template.
- The Customer shall be responsible for identification and updating users into the limited administrators in the project template.
- The Customer shall be responsible for the identification of users not listed in project template groups.
- Identification and update of users into the limited administrators in the project template

- Identification and update of the maximum file height and width of files submitted to the Customer jurisdiction and applied to each stamp template in ProjectDox.

6.1 TRAINING

Avolve shall provide training via video for versions 9.3, 9.4 and 9.5. There is no instructor-led training for this engagement.

6. 2 UAT (User Acceptance Testing) Test Environment

The Customer is responsible for the testing of the updated system and for reporting product issues to the Avolve project team. The UAT of the application will be completed within 25 business days. Customer is expected to organize resources to meet this schedule to keep the project on time and on budget, allowing the Customer to receive the benefits of the new application. As issues are reported, Avolve will review and provide resolutions as quickly as possible for any identified issues and allow Customer to retest (with such 25-business day period reasonably extended to allow such retesting), and ultimately upon validation of no critical issues (or as otherwise agreed to by both Avolve and Customer), to authorize the project to move to the "Launch" phase.

6.3 Launch

The acceptance of UAT will complete Phase 1 of the project with the full delivery of a functional test environment with integration into the permitting system. This will initiate the coordination of the migration and upgrade of the production system to the Avolve SaaS Cloud Solution on 9.5.

7 PRODUCTION UPGRADE 9.2 to 9.5

The Avolve team will have previously set up the infrastructure for the production environment and performed most of the file migration for production to allow for the cutover from the on premises to Avolve SaaS cloud migration to occur. The on-premises production system will be placed in maintenance mode and allow for the final preparations, data transfers and upgrades for the Avolve SaaS production environment to be conducted, including all configuration updates. After the final data cutover, the Customer will conduct a final end-to-end test leading into the final launch/go-live. The Customer should expect production system downtime for the migration and upgrade of the production system. Downtime estimates are 1-3 days of downtime.   This is an estimate of downtime and subject to change based on information gathered during initial test site migration. The production migration and upgrade will be performed over a non-holiday weekend.

A. Avolve Production Tasks

6 **Avolve shall restore the provided database backups into the new SaaS environment.**

7 **Avolve shall update the environment to version 9.5**

8 **Avolve shall update configurations to match the new server environment for SaaS.**

9 **Avolve shall restore existing ProjectDox integration configuration files for the permitting system.**

10 **Avolve will convert the integration to the Accela SaaS connector, including the custom TSI formlets and integration to Accela.**

11 **Avolve will establish the integration from ProjectDox to Laserfiche using the WCF service installed in the customer environment.**

12

B. Customer Production Environment Tasks

- The Customer will provide a copy of the production database and directories as requested.

- The Customer team shall be responsible for updating integration URLs/endpoints and completing any formula or data recompilation as required (with Avolve providing details required for endpoint integration) to point to the correct ProjectDox system for testing.

- Customer will install the WCF (Windows Communication Foundation) service to their environment with required whitelisting to expose the Laserfiche on-premises endpoint to allow communication from the ProjectDox application in the Avolve SaaS cloud to Laserfiche at the City of Meridian for continued use in the Planning workflow.

- The Customer team shall be responsible for ensuring communication to the permitting from the Avolve SaaS cloud environment is permitted. The standard communication port is 443; however, this will be evaluated with the Customer and Avolve teams to determine if any additional port or requirements are needed upon setup of the environment.

- The Customer is responsible for redirecting the existing on-premises URL DNS for the development site to point to the new Avolve SaaS development URL and disabling of the on-premises environment.

- The Customer shall be responsible for the identification and update of persons that perform stamping actions to be added to the Stampers group within each project for each project template in the system.
- The Customer shall be responsible for identification and updating project administrators by project template.
- The Customer shall be responsible for identification and updating users into the limited administrators in the project template.
- The Customer shall be responsible for the identification of users not listed in project template groups.

- Identification and update of users into the limited administrators in the project template

- Identification and update of the maximum file height and width of files submitted to the Customer jurisdiction and applied to each stamp template in ProjectDox.

8.1 UAT (User Acceptance Testing) Production

The Customer is responsible for the testing of the updated system and for reporting product issues to the Avolve project team. The UAT of the application will be scheduled to be completed within 1 business day post the upgrade to the production system. The Customer is expected to organize resources to meet this schedule to keep the project on time and on budget, allowing the Customer to receive the benefits of their new application. As issues are reported, Avolve will review and provide resolutions as quickly as possible to maintain the schedule for the project.

8. 2 Launch/Project Close Out

Avolve will use commercially reasonable efforts to resolve any product-related errors or questions regarding the software for a period of 30 days post-go-live. After the 30-day go-live period, the project will be considered complete, and the Customer shall resume using the support portal for assistance. Should issues identified within the 30-day warranty period continue to exist the Avolve project team shall stay engaged to help until a resolution to said items is provided or agreement is made between the City and Avolve Software for the transition to support or, whichever may come first.

13 Acceptance Process

There will be deliverables, as identified in the Deliverable & Payment Schedule set forth below, which will be subject to acceptance by the Customer ("Acceptance"). Subject to the Customer's performing its required responsibilities hereunder, and to any delays caused by the Customer, Avolve shall be responsible for completing the services under this SOW. Upon completion of each deliverable, Avolve will request from the Customer a written response within five (5) business days after receipt thereof. If the Customer does not approve the work, the reasons for rejection must be clearly noted and provided back to Avolve within the 5-business day period. Should Customer inform Avolve within the 5-business day period of the rejection of a milestone, Avolve will work with the customer to come to terms to gain approval and reissue the Acceptance signature documentation. After five (5) business days should Avolve not address Deliverable issues communicated by the customer or customer does not accept or profile a list of issues, Avolve and customer shall escalate this to the leadership team.

Acceptance will initiate the invoice of the applicable milestone.

14 Project Terms

1. Avolve will have access to Project team members from the Customer as needed to complete the successful implementation and roll out 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.

2. 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.

3. Delays/schedule Changes: This best approach package to implementation relies on partnership with the jurisdiction to achieve desired goals. Should the customer or Avolve cause or contribute to the delay of any deliverable/milestone, of the agreed upon project plan schedule Avolve and/or customer shall escalate to the leadership team to discuss a Change Request(s)/Work Order s to denote said change of schedule and any costs associated with delay or expansion. The Change Request/Work Order shall be signed by both Avolve and the Customer and issuance of method of payment for additional services received as noted within said Change Request/Work Order prior to commencement of work, if applicable.

4. Scope Changes: Should the customer request an increase in the scope of work for the project Avolve shall issue a Change Request(s)/Work Order s to denote the change in scope and schedule with incremental costs associated with request to increase the scope of work. The Change Request/Work Order shall be signed by both Avolve and the Customer and issuance of method of payment for additional services received as noted within said Change Request/Work Order prior to commencement of work.

5. Customer may not cancel or reschedule requests for training within 72 hours of the scheduled training without Avolve's prior written consent. Cancellations approved within 72 hours may result in a 20% cancellation fee. The 20% fee will be calculated on the total services for the project, minus any Assurance Services.

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. The Customer will assign a project manager for management of their own resources, and/or third parties, to collaborate with Avolve's project manager. Client subject matter experts and applicable users, as identified in the Project Plan post kick-off of the project, will be accessible and available in a timely fashion and for adequate and reasonable durations Avolve will make sure that scheduling of meetings is adequate in advance of these resource allocations.

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

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

10. Formatting, data and/or alterations to customized reports are not covered under this SOW unless explicitly identified in the SOW.

11. Workflow, Project template, email templates, and/or Report enhancements are not covered under this SOW unless explicitly identified in the SOW.

15 Leadership Team

Customer

- Project Manager
- Chief Information Officer
- Community Development Director

Avolve

- Project Manager
- Director Professional Services
- Chief Experience Officer

16 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, schedule extensions, budget extensions, and 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 mutually agreed by the parties in writing and will be included in the Project Plan if mutually accepted.

Under the Change Control Process, a written "Change Request" (attached as Exhibit 1) 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 requested party will submit a written Change Request to the project manager for the other party.

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 Agreement.

17 Pricing, Travel and Expense

Pricing and payment terms are set forth in the Agreement.

- Project is a milestone-based project.
- There is no instructor-led training for this engagement.
- No Travel and Expenses are estimated for this project. If onsite work is requested by the customer, it will be invoiced as incurred for trips to the Customer offices. Customer will only be invoiced for actual expenses incurred.

18 Deliverables & Payment Schedule

The deliverables and payment schedule are subject to change based on discussions to occur after the kick-off of the project, provided that both the Customer and Avolve Software agree to the modifications in writing. This high-level estimated schedule is based on a 22-week implementation schedule.

Week	Project Phase	Deliverable	Acceptance Criteria
1-3	Initiation	- Project kick off meeting - Project plan - Project schedule - Setup infrastructure	- Accepted project plan - Accepted project schedule
4-7	Test Environment setup, migration & Configuration	- Deliver functional SaaS test system - Deliver training videos	Customer accepts test environment
8-14	UAT SaaS Test Environment	Complete UAT in test environment	UAT issues resolved

				• UAT in test is signed off
15-18	Production Environnent Go Live	• Go live preparation • Deliver functional SaaS production 9.5 System • Site made available to user community	• Production UAT is complete • Production environment is available for customer use
18-22	Production Environment Go Live	• Post go-live support period complete • Transition to support complete	• Project is signed off as Complete

Milestone	Stage	Amount
MS1	Project Kick Off	$3,161.25
MS2	UAT Signed Off	$4,215.00
MS3	Weekend Production Upgrade	$3,161.25
MS4	Project Completion	$6,322.50
	TOTAL:	$16,860.00

19 Statement of Work Acceptance

Avolve and Customer's signatures below authorize Avolve to begin the services described above and indicates Customer's agreement to pay the invoices for services rendered in accordance with this Agreement and with the Implementation SOW.

![avolve software logo]

a volve professional services

Avolve Software Change Request Form
City of Somewhere

/

GENERAL INFORMATION

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

ESTIMATES

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

CITY OF SOMEWHERE AUTHORIZATION

Customer Approval Signature	
Date Signed	

Avolve Software 01/01/2015   Page 1 of 1

Exhibit B

ProjectDox

Meridian, ID

ProjectDox® ePlan Solution Proposal

October 24, 2025

Prepared by your Avolve Software Representative

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06112024

Kristy Vigil   IT Systems Analyst / Project Manager   **Meridian, ID**

33 E. Broadway Avenue   kvigil@meridiancity.org   (208) 489-0485

Meridian, Idaho

83642   **Date of Quote: 3/14/2025**   **Quote Valid Until: 1/13/2025**

ProjectDox ePlan Solution Pricing Agreement

SaaS Subscription (Annual)

Product Name	Product Code	Description	Qty	Unit Price	Discount	Total Price
SaaS Accela Integration	SaaS-A.Int	Avolve and Accela SaaS integration with ProjectDox and Accela Citizen Access (ACA) and Accela Civic Platform (ACP) for a maximum of 2 environments (Test & Production). Integration includes: ACA with ProjectDox: - ePlan file upload - ePlan review status ACP with ProjectDox: - Create Projects - Get Permit Info - Get Contact Info - Get Default Reviews - Add/Remove Plan Reviews - Update Plan Reviews - Get Fee Balances - Update Project Status Approved - Custom TSI formlets and integration to Accela	1.00	$6,000.00	15.00 %	$5,100.00
Production Environment Entry-Level Capacity ProjectDox SaaS License	SAAS.PDOX-P.E	Software as a Service (SaaS) for ProjectDox on a Production Environment. Designed for organizations who have approximately 100 concurrent users and 7,000 permits per year. Software included for Production: • ProjectDox Software Subscription • Unlimited Workflow license • 2TB Included Services included for SaaS Production: • Set up and installation of ProjectDox • Managed services • Annual ProjectDox upgrades	12.00	$9,450.00	15.00 %	$96,390.00

			Qty	Unit Price	Discount	Total Price
Test Environment Entry-Level Capacity ProjectDox SaaS License	SAAS-T.E	Software as a Service (SaaS) for ProjectDox on a Test Environment. Designed for organizations who plan to use the system for development and/or testing with approximately 10 concurrent users and approximately 2,000 permits per year. Software included for Production: • ProjectDox Software Subscription • Unlimited Workflow license Services included for SaaS Production: • Set up and installation of ProjectDox • 24x7 Managed services • Annual ProjectDox and upgrades • Technical Support	12.00	$2,100.00	15.00 %	$21,420.00
SaaS Laserfiche Integration	SaaS-LF-API.INT	Avolve and Laserfiche integration with ProjectDox for maximum 2 environments Integration includes: Automated export of approved and stamped plans/documents to a single Laserfiche repository Maximum 10 metadata fields Maximum 2 environments	1	$6,180.00	100.00%	$0.00
Avolve Cloud Additional Storage	Host-Store	Additional File and Database Storage per GB per year.	3,000	$1.51	40.00 %	$2,718.00
VPN-650	VPN-650	Microsoft Azure VPN Gateway allows the customer to connect from their internal network in to the Avolve Cloud environment. The secured VPN Gateway will be used for M2M connections between the Avolve Cloud and Customer on premises environments (hybrid environments). 650Mbps	1	$2,352.00	100.00%	$0.00
					SaaS Sub-Total:	$125,628.00

PROFESSIONAL SERVICES (ONE TIME)

Product Name	Product Code	Description	Qty	Unit Price	Discount Rate	Total Price
Avolve Cloud Data Migration	PS-DATA-MIG	Migration of existing customer data onto the Avolve Cloud.	40.00	$225.00	$127.50	$5,100.00
Professional Services	PS-225	Project management services	64.00	$225.00	$127.50	$8,160.00
Weekend Professional Services	PS-225	PS hours for resources over weekend	16.00	$337.50	$225.00	$3,600.00
					Services Sub-Total:	$16,860.00

Unless otherwise stated, pricing does not include any applicable taxes that may be applied at invoicing. Travel and Expenses are not included in this total and will be invoiced as incurred. First year SaaS shall be invoiced upon execution of the	**SaaS**	$125,628.00
	Services	$16,860.00

		$142,488.00
Agreement. Payment for the remaining amount is due net thirty days (30) from project completion. Payment via EFT. See notes for details.	**Grand Total:**	

	Year 5 SaaS::	
Year 1 Subscription		$125,628.00
Year 2 Subscription		$129,396.84
Year 3 Subscription		$133,278.75

EXHIBIT C – 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, Monday through Friday (excluding standard holidays).

Planned Downtime. Avolve or its third-party agent may render the Avolve SAAS Solution unavailable in order to perform upgrades, updated, patches, enhancements and routine maintenance activities, so long as the Avolve SAAS Solution is only unavailable to Customer and its Customer Users outside of the hours of 7 AM through 9 PM East Coast Time on business days during the Term. Avolve shall provide no less than five (5) days advance notice to Customer of any planned downtime. Customer acknowledges that in the case of emergencies, Avolve or its third-party agents may render the Avolve SAAS Solution unavailable in order to address the emergency. In such situations, if reasonably feasible, Avolve will provide notice to Customer in advance of rending the Avolve SAAS Solution unavailable or, if not reasonably feasible, notice to Customer promptly following the rendering of the Avolve SAAS Solution unavailable. Customer understands and agrees that Avolve shall not be liable for any such interruption in access to the Avolve SAAS Solution for

downtime occurring pursuant to this paragraph (collectively, referred to herein as "Planned Downtime").

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

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

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. Mountain Standard 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 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.

- 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; (d) On-prem or end-user's network performance monitoring and updates; (e) End-User browser support; (f) 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.

Service Credit Provisions

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

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

SLA Exclusions

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

- During Planned Downtime;

- Caused by Unsupported Issues;

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

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

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

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

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

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

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