

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of August, 2016, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" or "Client", and Accruent, LLC, a Texas limited liability corporation whose address is 10801-2 North Mopac Expressway, Suite 400, Austin, Texas 78759, hereinafter referred to as "CONTRACTOR", "Accruent" or "VFA".

W I T N E S S E T H:

WHEREAS, COUNTY is in need of a new Computerized Maintenance Management System ("CMMS") that includes work order management, inventory control, wireless functionality, utility management, and capital projects components; and

WHEREAS, CONTRACTOR is willing and able to fulfill that need pursuant to the terms and conditions of this Agreement; and

WHEREAS, COUNTY is able to obtain preferential pricing through The Cooperative Purchasing Network (TCPN), through TCPN's RFP #12-10 for Facilities Management Software which was competitively bid and awarded to Accruent, LLC.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the parties hereto agree as follows:

1. DOCUMENTS CONSTITUTING THIS AGREEMENT

This Agreement includes Accruent's FAMIS Proposal in Response to The Cooperative Purchasing Network RFP for Facilities Management Software - #12-10, the proposal accepted and awarded by The Cooperative Purchasing Network (TCPN) attached hereto as Attachment 1 (the "Proposal") and Accruent Order Document #00003798, attached hereto as Attachment 2 and incorporated herein by reference, which sets forth CONTRACTOR's pricing for products and services to be provided under this Agreement. All capitalized terms contained in this Agreement and not specifically defined herein, shall be as defined in the Proposal (Attachment 1).

2. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR grants to COUNTY and COUNTY accepts a non-exclusive,

1 non-transferable, perpetual license to use the following software modules: FAMIS Cloud Maintenance
2 base package, VFA Facility, and AssetConnect.

3 B. CONTRACTOR will perform the following services in accordance with the
4 Statement of Work ("SOW") attached hereto as Attachment 3 and incorporated herein by reference:

- 5 1) Create basic FAMIS Production Database and FAMIS Training/Test Database.
- 6 2) Provide Project Administration through deployment of all purchased modules.
- 7 3) Deploy Configuration of Core System Package.
- 8 4) Coordinate Core System Data Gathering for all purchased modules.
- 9 5) Provide Training to administrators and users for all purchased modules.
- 10 6) Deploy configuration of FAMIS to integrate with AssetConnect and VFA Facility.

11 C. CONTRACTOR will provide to COUNTY the right for documentation relating to
12 any software, licensing, maintenance or support.

13 D. CONTRACTOR will perform installation and technical services for software,
14 maintenance and support within the United States.

15 E. CONTRACTOR shall provide all products and services pursuant to the terms of this
16 Agreement and in accordance with Attachment 2.

17 3. OBLIGATIONS OF THE COUNTY

18 A. COUNTY appoints its Director of Internal Services/Chief Information Officer or his
19 designee as COUNTY's "Contract Administrator" with full authority to deal with CONTRACTOR concerning
20 this Agreement.

21 B. Upon execution of this Agreement, COUNTY's contract administrator shall
22 designate one or more individuals who will function as a project manager with responsibility for day-to-day
23 management of the software ("Project Manager").

24 4. TERM

25 The term of this Agreement shall be for a period of three (3) years, commencing on
26 August 9, 2016 through and including August 8, 2019. This Agreement may be extended for two (2)
27 additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty
28 (30) days prior to the first day of the next twelve (12) month extension period. The Director of Internal

Services/Chief Information Officer or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

5. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

D. In the event COUNTY terminates this Agreement pursuant to subsections 5-A, 5-C or 5-D hereinabove, CONTRACTOR shall refund all prepaid but unused annual fees to COUNTY.

6. COMPENSATION/INVOICING:

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows:

1 A. ANNUAL LICENSE, MAINTENANCE AND SUPPORT FEES:

2 1) FAMIS Cloud Maintenance: Base Package	\$34,800.00
3 2) VFA Facility	\$34,800.00
4 3) AssetConnect	<u>\$6,960.00</u>

5 **Total Annual License, Maintenance and Support Fees:**

6 **(Including hosting, server fees etc.)** **\$76,560.00**

7 B. ONE TIME TRAINING AND IMPLEMENTATION FEES:

8 1) FAMIS Base Package Implementation and Training Fee	\$30,100.00
9 2) VFA Facility Implementation and Training Fee	\$10,000.00
10 3) AssetConnect Implementation and Training Fee	<u>\$10,000.00</u>

11 **Total Implementation and Training Fees:** **\$50,100.00**

12 C. ADDITIONAL FEES, PRODUCTS OR SERVICES

13 CONTRACTOR may provide additional products and services for additional fees.

14 Also, COUNTY may incur other additional fees as specified in the SOW (Attachment 3). Pricing for
15 additional products and/or services will be based upon then current pricing of the product and/or service.
16 All such additional fees, products or services shall not exceed **\$125,000** in total for the potential five-year
17 term of this Agreement. Expenditures for additional products, additional services, or any additional fees
18 must be expressly approved in writing by the COUNTY's Contract Administrator.

19 CONTRACTOR shall submit invoices (which must reference the provided Agreement
20 number) electronically to ISDBusinessOffice@co.fresno.ca.us and via courier mail at 2048 N. Fine Ave.,
21 Fresno, CA 93727, Attention to: County of Fresno, ISD Business Office. Payment shall be made by
22 COUNTY within forty-five (45) days from receipt of an approved invoice.

23 In no event shall the maximum compensation under this agreement be in excess of
24 **\$404,780** for the initial three-year term of the Agreement, nor shall the maximum compensation under this
25 Agreement exceed **\$557,900** for the potential five-year term. It is understood that all expenses incidental
26 to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

27 INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
28 assumed by CONTRACTOR under this Agreement, it's mutually understood and agreed that

1 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
2 times be acting and performing as an independent contractor, and shall act in an independent capacity and
3 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
4 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
5 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
6 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
7 terms and conditions thereof.

8 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and
9 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
10 thereof.

11 Because of its status as an independent contractor, CONTRACTOR shall have
12 absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR
13 shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required
14 employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless
15 from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social
16 Security withholding and all other regulations governing such matters. It is acknowledged that during the
17 term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or
18 to this Agreement.

19 7. MODIFICATION: Any matters of this Agreement may be modified from time to time
20 by the written consent of all the parties without, in any way, affecting the remainder.

21 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
22 Agreement nor their rights or duties under this Agreement without the prior written consent of the other
23 party.

24 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and
25 at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
26 expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the
27 performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this
28 Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or

1 resulting to any person, firm, or corporation who may be injured or damaged by the performance, or
2 failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

3 10. INSURANCE

4 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or
5 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
6 insurance policies or a program of self-insurance throughout the term of this Agreement:

7 A. Commercial General Liability

8 Commercial General Liability Insurance with limits of not less than One Million Dollars
9 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall
10 be issued on a per occurrence basis. COUNTY may require specific coverages including completed
11 operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any
12 other liability insurance deemed necessary because of the nature of this contract.

13 B. Automobile Liability

14 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less
15 than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars
16 (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00),
17 or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage
18 should include owned and non-owned vehicles used in connection with this Agreement.

19 C. Professional Liability

20 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
21 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million
22 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

23 D. Worker's Compensation

24 A policy of Worker's Compensation insurance as may be required by the California
25 Labor Code.

26 CONTRACTOR shall obtain endorsements to the Commercial General Liability
27 insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
28 additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage

1 for additional insured shall apply as primary insurance and any other insurance, or self-insurance,
2 maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with
3 insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or
4 changed without a minimum of thirty (30) days advance written notice given to COUNTY.

5 Within Thirty (30) days from the date CONTRACTOR signs and executes this
6 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all
7 of the foregoing policies, as required herein, to the County of Fresno, Facility Services Manager, 4590 E.
8 Kings Canyon Road, Fresno, CA 93702, stating that such insurance coverage have been obtained and are
9 in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any
10 premiums on the policies; that such Commercial General Liability insurance names the County of Fresno,
11 its officers, agents and employees, individually and collectively, as additional insured, but only insofar as
12 the operations under this Agreement are concerned; that such coverage for additional insured shall apply
13 as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,
14 agents and employees, shall be excess only and not contributing with insurance provided under
15 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a
16 minimum of thirty (30) days advance, written notice given to COUNTY.

17 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
18 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
19 Agreement upon the occurrence of such event.

20 All policies shall be issued by admitted insurers licensed to do business in the State of
21 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.
22 rating of A FSC VII or better.

23 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
24 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
25 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
26 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
27 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

28 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be

subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

12. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

COUNTY OF FRESNO
Facility Services Manager
4590 E. Kings Canyon Rd.
Fresno, CA 93702
FAX: (559) 600-7739

CONTRACTOR

ACCRUENT, LLC.
10801-2 N. Mopac Expressway
Suite 400
Austin, TX 78759
FAX: (512) 342-2449

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

1 This provision is only applicable if the CONTRACTOR is operating as a corporation
2 (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR
3 changes its status to operate as a corporation.

4 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
5 transactions that they are a party to while CONTRACTOR is providing goods or performing services
6 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR
7 is a party and in which one or more of its directors has a material financial interest. Members of the
8 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
9 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated
10 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
11 transaction or immediately thereafter.

12 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
13 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
14 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
15 understandings of any nature whatsoever unless expressly included in this Agreement. In the event of any
16 inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be
17 resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding
18 any Attachments); and (2) Attachment 3, Statement of Work (SOW).

Agreement

IN WITNESS WHEREOF, the parties hereto have executed this ~~Amendment One~~ as of the day and year first hereinabove written.

**CONTRACTOR
ACCRUENT LLC**

COUNTY OF FRESNO

By: 

Print Name: John Borgerding

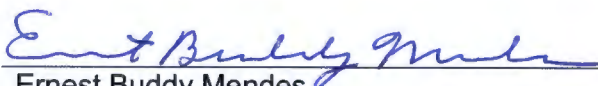
Title: President
Chairman of the Board, President, or
any Vice President

By: 

Print Name: Van W. Goodrich

Title: CFO
Secretary (of Corporation), Assistant
Secretary, Chief Financial Officer, or
any Assistant Treasurer

DATE: 6/20/16



Ernest Buddy Mendes
Chairman, Board of Supervisors

DATE: August 11, 2016

ATTEST:

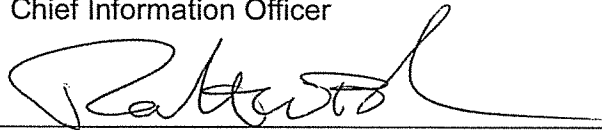
Bernice E. Seidel
Clerk, Board of Supervisors

By: Susan Bishop, Deputy

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

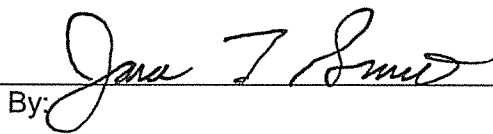
REVIEWED AND RECOMMENDED FOR
APPROVAL

Robert W. Bash,
Director of Internal Services/
Chief Information Officer



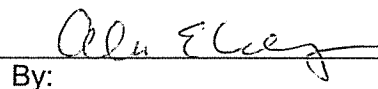
By:

APPROVED AS TO LEGAL FORM
Daniel C. Cederborg,
County Counsel



By:

APPROVED AS TO ACCOUNTING FORM
Vicki Crow, C.P.A.,
Auditor-Controller/Treasurer-Tax Collector



By:

FOR ACCOUNTING USE ONLY:

Facility Services
ORG No.: 8935
Account No./Fund: 7205/1045/10000

1 **Exhibit A**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

3 In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members
4 of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any
5 self-dealing transactions that they are a party to while providing goods, performing services, or both for
the County. A self-dealing transaction is defined below:

6 *"A self-dealing transaction means a transaction to which the corporation is a party and in which one or
7 more of its directors has a material financial interest"*

8 The definition above will be utilized for purposes of completing this disclosure form.

9 **INSTRUCTIONS**

- 10 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- 11 (2) Enter the board member's company/agency name and address.
- 12 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the
13 County. At a minimum, include a description of the following:
- 14 a. The name of the agency/company with which the corporation has the transaction; and
- 15 b. The nature of the material financial interest in the Corporation's transaction that the
16 board member has.
- 17 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable
provisions of the Corporations Code.
- 18 (5) Form must be signed by the board member that is involved in the self-dealing transaction
19 described in Sections (3) and (4).
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

ATTACHMENT 1



Accruent's FAMIS Proposal in Response to The Cooperative Purchasing Network RFP for Facilities Management Software - # 12-10

Submitted by
Accruent LLC
10801-2 North Mopac Expressway
Suite 400
Austin, TX 78759
www.accruent.com

Date Submitted: February 7, 2012
Account Executive: Philip Shade
Office Phone: 251.550.0095
Email: pshade@accruent.com

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No part of this publication may be reproduced, recorded, or stored in a retrieval system or transmitted in any form or by any means—whether electronic, mechanical, photographic, or otherwise—without the written permission of Accruent, LLC.

The material in this document is based on Accruent's understanding of The Cooperative Purchasing Network's questions and Accruent's current understanding of your requirements. It is subject to change without notice and is provided "AS IS" for information purposes only and is not intended to be included in the final contract nor to create a binding contract. This information and the included pricing are provided based on Accruent's standard terms and conditions.

All rights reserved.

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TRANSMITTAL LETTER

On behalf of everyone at Accruent, I would like to thank you for the opportunity to present our market-leading Facilities Management System. Accruent is a Limited Liability Corporation owned by Vista Equity Partners, a leading private equity firm focused on enterprise software companies.

Accruent recognizes that software is a means to return value to an organization. Our customers want to achieve a transformation in their daily operations that leads to predictable, measurable value creation. This is not a marketing slogan or a platitude that is designed to sound appealing – it is a real operational focus that permeates the way we build, sell, and support products. Our stated customer mission is to deliver to our customers the highest possible ROI application that you can implement, and we are confident that the solution contained within will deliver on this mission. Accruent is a partner that will continue to provide the solutions needed as your business needs evolve.

We deliver a comprehensive maintenance and space management solution comprising software, services, and best practices that directly address the requirements of today's challenging market. We fully understand the importance of making sure that your team achieves the operational goals it has established.

Accruent's FAMIS Facilities Management System provides you optimal operational value. Accruent will help you align our Facilities Management System with The Cooperative Purchasing Network client's existing software applications to enable effective reporting. This will help to optimize use of capital and expense allocations, and ensure organizational compliance with governmental and environmental regulatory requirements.

We are confident we can offer the functionality and usability you need to face today's challenging business environment. The following proposal goes into greater detail regarding Accruent's industry-leading FAMIS Facilities Management System.

Thank you again for the opportunity to articulate the value of Accruent's solutions, and we look forward to further discussions.

Philip Shade

Philip Shade
Account Executive
Accruent, LLC

EXECUTIVE SUMMARY

Accruent is pleased to respond The Cooperative Purchasing Network's ("TCPN") Request for Proposal ("RFP") on Facilities Management System to include Work Order Management, Inventory Control, Wireless, Utility Management, and Capital Projects. We have thoroughly reviewed your RFP and have responded with a high degree of thought, effort, and precision. We sincerely hope that you will perceive, as we do, a very strong correlation between your requirements and our solution capabilities. Our industry-specific experience and resulting domain expertise defines the core capabilities encapsulated within our industry-leading Facility Asset Management Information System ("FAMIS"). We are committed to delivering added value to TCPN through our ever-expanding solutions and products. We are confident that the Accruent team can satisfy all of your current and emerging facilities management requirements.

It is our firm belief that a successful business relationship between TCPN and the selected vendor will depend on more than software applications alone. TCPN should consider each vendor's ability to:

- (i) Accurately manage and complete a strategic solution implementation project with verifiable results;
- (ii) Provide quality, professional implementation services pursuant to a proven methodology and delivered in a timely and cost effective manner that meet with the "conditions of satisfaction"; and
- (iii) Demonstrate a sound, viable, long-term vision that will allow TCPN to leverage the high value applications that Accruent continues to deliver.

Accruent is uniquely qualified to support the requirements of TCPN's Facilities Management System. In February 2008, Accruent acquired FAMIS Software, Inc. The combined Accruent and FAMIS solutions address a staggering 32% of non-payroll, operating expenses for the average organization. Until this acquisition, no single supplier had the capability to deliver a solution to manage these cash flows and the capital programs dedicated to building, leasing, and operating locations.

At a high level, Accruent solutions match the Facility Management strategies and objectives of all commercial, education, and public sector customers. Strategies range from occupancy and move management to ease of service requests, all reducing facilities costs and achieving financial and regulatory compliance. More than 100 of the leading colleges and universities, both large and small government organizations, and Twenty percent of the Fortune 500 use Accruent's solutions. By focusing on delivering high-value functionality, unparalleled industry experience, and superior customer support, Accruent has helped our customers to achieve dramatic results. We are proud that today over 400 organizations have chosen Accruent for their Facilities Management System requirements.

Accruent's FAMIS solution is designed to meet TCPN's expanded enterprise level requirements by:

Mobile Computing and Materials Management – Now TCPN will have the ability to work on Mobile platforms to complete Facility Management and Materials needs;
Manage Data for Required Compliance Reporting – Extensive data collection, automation, and compilation into Custom, Configurable, and Ad Hoc reporting will be available to alleviate manual data entry which will reduce data entry errors and burden of data management;
Schedule Preventive Maintenance Automatically – TCPN will be able to use the automated tools to turn Service Requests and Work Orders into regularly scheduled PM activities;
Maintaining Equipment and Spare Parts Inventory – Accurate and automated Preventive Maintenance on equipment and end-to-end Inventory Control will help maintain equipment properly and inventory warehousing effectively; and
Moving from Reactive to Proactive Approach – Ability to maximize asset lifecycle, increase service levels, interface with legacy systems, and be able to make strategic decisions proactively through the use of a complete centralized data solution.

Accruent provided benefits through complete Facilities Management System include:

- Reducing Total Cost of Ownership
- Minimize lost productivity
- Enhance critical and routine response times
 - Enhance asset tracking and audit trail from acquisition to disposal
 - Improve customer service
- Centralized reporting using the same data elements
- Globalized workflow processes and data mapping
- Track and record necessary compliance documentation

Accruent is ready to provide proof of these additional benefits during further conversations with TCPN and during the presentation portion of the RFP vendor selection process.

Accruent's Proven Implementation Methodology:

Many solutions claim the ability to manage the lifecycle process at an enterprise level; however, few vendors possess the product capabilities and professional services experience and domain expertise to deliver a truly enterprise level, end-to-end, real estate solution. Until the acquisition of FAMIS by Accruent, this level of capability did not exist under one company. Now, with the Accruent/FAMIS integrated solution, organizations like TCPN can now have a single vendor to work with for their complete end-to-end portfolio management needs.

Having worked with over 400 current customers and managing their real estate portfolios, Accruent is positioned with a very good understanding of the magnitude and importance of this project. We offer a proven implementation approach developed by Accruent to meet the defined business objectives or "conditions of satisfaction." We also feel this methodology will uncover other opportunities that may not have been thought of at the onset of the project.

Accruent will use a knowledge-sharing or mentoring approach for the engagement. We will do this because we have seen that our clients are most successful when they fully understand the solution being implemented, “own” the final product, and effectively leverage the benefits in their organizations.

Accruent will leverage its implementation method, which follows a proven, repeatable five-stage approach to effectively manage the implementation project.

TAB 1 – Vendor Contract and Signature Form

VENDOR CONTRACT

Between Accruent, LLC and

THE COOPERATIVE PURCHASING NETWORK (TCPN)

For Facilities Management Software

The following pages will constitute the contract between the successful vendor(s) and The Cooperative Purchasing Network (hereinafter referred to as "TCPN"), having its principal place of business at 11280 West Road, Houston, TX 77065. Respondent shall include in writing any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract

This contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

GENERAL TERMS AND CONDITIONS

Cancellation for non-performance or contractor deficiency:

TCPN may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TCPN reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. TCPN may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TCPN reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TCPN reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to TCPN. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

COOPERATIVE PURCHASING

This contract is based on the need for TCPN to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

Cooperative purchasing agreements: Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

Cooperative purchasing contracts: Offeror agrees all prices, terms, warranties, and benefits granted by offeror to Members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements

Accruent Response

Accruent agrees to provide pricing to TCPN and its participating entities at the prices listed in the Price List (Tab 6). The TCPN Pricing is comparable to the customer pricing provided in the past Accruent/FAMIS GSA schedule with a 2% uplift for TCPN Administration and is comparable to other customers who are of a similar size, who are licensing the same modules, subscribing to the same services, who are dedicating the same level of resources and who are committing to the same length of contract. All other terms are as set out in the Accruent contracts attached (see Appendices).

Customer Support

The vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Accruent Response

Accruent provides a standard support policy to all customers in order to provide a consistent service. The policy will be the support policies in effect at the time of the offer. The response times for support requests are currently Severity 1: 1 business hour; Severity 2: 4 business hours; Severity 3: 2 business days; Severity 4: 3 business days

Assignment of Contract

No assignment of contract may be made without the prior written approval of TCPN. Purchase orders and payment can only made to awarded vendor unless otherwise approved by TCPN. Awarded vendor is required to notify TCPN when any material change in operations is made that may adversely affect TCPN's members, (i.e. bankruptcy, change of ownership, merger, etc.)

FORM OF CONTRACT

Contract type: The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

Accruent Response

Pricing shall be as specified in Tab 6.

Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires TCPN and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Accruent Response

Accruent anticipates that the TCPN General Terms and Conditions (as annotated) plus the Accruent terms and conditions as attached plus any mutually agreed to scopes of work shall form the entirety of contract.

Parol evidence: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

Accruent Response

Accruent anticipates that the TCPN General Terms and Conditions (as annotated) plus the Accruent contracts and transaction specific scope of work shall form the contract.

Vendor contract documents: TCPN will review proposed vendor contract documents. Vendor's contract document shall not become part of TCPN's contract with vendor unless and until an authorized representative of TCPN reviews and approves it.

Accruent Response

Accruent anticipates that Accruent's terms and conditions will be reviewed as part of this proposal and therefore approval of the proposal will also constitute approval of Accruent's contract documents.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TCPN reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) one –year extensions. TCPN shall review the contract prior to the renewal date and notify the current awarded vendor each year of the contract renewal.

Awarded vendor shall honor the administrative fee for any sales occurred beyond 30 days on any sales made based on a TCPN contract whether awarded a renewal or not. TCPN reserves the right to exercise two (2) one-year extensions at the same time.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Accruent Response

Accruent requires that all contracts will have a minimum commitment of one (1) year and any committed terms longer than one year may be subject to funding out provisions on an annual basis solely where required by applicable law.

Ordering Procedures

Purchase orders are issued by participating entities to the awarded vendor stating “*Per TCPN Contract*”.

Audit rights

Supplier shall, at Supplier’s sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TCPN shall have the authority to conduct random audits of Supplier’s pricing that is offered to eligible entities at TCPN’s sole cost and expense. Notwithstanding the foregoing, in the event that TCPN is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, TCPN shall have the ability to conduct an extensive audit of Supplier’s pricing at Supplier’s sole cost and expense. TCPN may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

Contract placed on hold

TCPN shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold

shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

Novation

If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TCPN reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

Order of precedence

In the event of a conflict in the provisions of the contract as accepted by TCPN, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

Accruent Response

Accruent licenses software and provides services in relation thereto, therefore the Accruent software licensing terms and conditions shall take precedence over any other terms in order to protect the valuable intellectual property encompassed therein.

Therefore the order of precedence shall be:

- 1) Accruent Terms and Conditions
- 2) General Terms and Conditions (as annotated)
- 3) Specifications and scope of work (as may be mutually agreed between Accruent and the participating entity)
- 4) Attachments and Exhibits (as may be mutually agreed between Accruent and the participating entity)

Inspection & Acceptance

Contractor shall deliver said materials purchased on this contract to the TCPN member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the contractor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the contractor at no cost to the purchasing agency. The contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

Accruent Response

As noted, Accruent provides software licenses and/or services and therefore the above provision is not applicable.

SITE REQUIREMENTS

Cleanup: Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Accruent Response

This section does not apply. Accruent will leave the premises in the condition in which they were found.

Preparation: Contractor shall not begin a project for which Member has not prepared the site, unless contractor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at a schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Stored materials: Upon prior written agreement between the contractor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Accruent Response

This section does not apply. Accruent will be providing software licenses and/or services. Accruent

Accruent Response

retains all title and rights in the software and services and all changes made thereto therefore no title shall pass to TCPN or any participating entity or Member.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "*Per TCPN Contract*". The shipment tracking number or pertinent information for verification shall be made available upon request.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Reporting

The awarded vendor shall electronically provide TCPN with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name

TCPN Report

Month or Quarter

Entity Name	Zip Code	State	PO or Job #	Sale Amount

TOTAL:

Accruent Response

Accruent is agreeable to quarterly reporting as stated above based on calendar quarters with reporting occurring on April 15, July 15, October 15 and January 15.

Payments

The entity using the contract will make payments directly to the awarded vendor.

Pricing

The awarded vendor agrees to provide pricing to TCPN and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by TCPN. However, the awarded vendor must honor previous prices for thirty (30) days after approval and written notification from TCPN if requested. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

All pricing submitted to TCPN shall include the administrative fee to be remitted to TCPN by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with TCPN. All price changes shall be presented to TCPN for acceptance, using the same format as was accepted in the original contract.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Accruent Response

Accruent agrees to provide pricing to TCPN and its participating entities at the prices listed in the Price List (Tab 6). The TCPN Pricing is comparable to the customer pricing provided in the past Accruent/FAMIS GSA schedule with a 2% uplift for TCPN Administration and is comparable to other customers who are of a similar size, who are licensing the same modules, who are dedicating the same level of resources and who are committing to the same length of contract.

Price reduction and adjustment

Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from TCPN. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) TCPN has approved the new prices prior to any offer of the prices to a Member. Contractor shall offer TCPN any published price reduction during the contract period.

PRODUCT LINES

Current products

Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

Discontinued products: If a product or model is discontinued by the manufacturer, contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

New products/Services: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. TCPN may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. TCPN may reject any additions without cause.

Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

Product line: Offerors with a published catalog may submit the entire catalog. TCPN reserves the right to select products within the catalog for award without having to award all contents. TCPN may reject any addition of equipment options without cause.

Administrative Fees

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows:

- **3% Administrative Fee**

Warranty conditions

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

Accruent Response

Accruent is not providing equipment nor supplies. Accruent warrants the software and/or services as stipulated in the Accruent terms and conditions attached.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract. Any litigation involving TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's members shall be in the jurisdiction of the participating agency.

Accruent Response

Subject to the limitations of liability included in the Accruent terms and conditions, Accruent will indemnify TCPN as stated above. Accruent is agreeable to any litigation under this Agreement to be held in Harris County.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Marketing

Awarded vendor agrees to allow TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.

Accruent Response

Accruent is agreeable to the use of the Accruent name and logo within the TCPN website provided such use is solely in relation to this Agreement and is in accordance with the Accruent logo guidelines.

Supplemental Agreements

The entity participating in the TCPN contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Certificates of Insurance

Certificates of insurance shall be delivered to the TCPN participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Accruent Response

Accruent is agreeable to providing certificates of Accruent's insurance annually upon request. However it is not Accruent's process to provide prior notice to customers regarding modifications to its policies.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CDT. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with the Director of TCPN and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United

States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (TCPN or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Miscellaneous

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

TCPN reserves the right to request additional items not already on contract at any time.

Accruent Response

Termination of the TCPN agreement should not impact any contract executed and in effect with the participating entity or Member and all committed periods of subscription, licenses or services should be honored.

Accruent acknowledges TCPN's right to request additional items not already in the contract and Accruent agrees to consider such requests.

General Terms & Conditions Acceptance Form

Signature on the following page certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TCPN shall be the sole judge on the acceptance of exceptions/deviations and TCPN's decision shall be final.)

Accruent Response

For ease of reference Accruent has included any exceptions/deviations and explanations within the terms and conditions section above.

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name: **Accruent, LLC**

Address: **10801-2 N. Mopac Expressway, Suite 400**

City/State/Zip: **Austin, TX 78759**

Telephone No.: **512.861.0726**

Fax No.: **512.342.2449**

Email address: **vang@accruent.com**

Printed name: **Van Goodrich**

Position with company: **Chief Financial Officer**

Authorized signature

Accepted by The Cooperative Purchasing Network:

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not.

Director of TCPN

Date

Print Name

Authorized Signature

Date

Print Name

TCPN Contract Number _____

TAB 2 – Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Bidder must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

X	50 States & District of Columbia		Missouri
	Alabama		Montana
	Alaska		Nebraska
	Arizona		Nevada
	Arkansas		New Hampshire
	California		New Jersey
	Colorado		New Mexico
	Connecticut		New York
	Delaware		North Carolina
	District of Columbia		North Dakota
	Florida		Ohio
	Georgia		Oklahoma
	Hawaii		Oregon
	Idaho		Pennsylvania
	Illinois		Rhode Island
	Indiana		South Carolina
	Iowa		South Dakota
	Kansas		Tennessee
	Kentucky		Texas
	Louisiana		Utah
	Maine		Vermont
	Maryland		Virginia
	Massachusetts		Washington
	Michigan		West Virginia
	Minnesota		Wisconsin
	Mississippi		Wyoming
	All US Territories and Outlying Areas		Midway Islands
	American Samoa		Northern Marina Islands
	Federated States of Micronesia		Puerto Rico
	Guam		U.S. Virgin Islands

2. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises and historically utilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

a. **Minority/Women Business Enterprise**

Respondent certifies that this firm is an M/WBE

Yes

☒ No

b. **Historically Underutilized Businesses**

Respondent certifies that this firm is a HUB

Yes

☒ No

3. Residency

Responding Company's principal place of business is in the city of **Austin** State of **Texas**.

4. Felony Conviction Notice

Please check applicable box:

<input type="checkbox"/>	A publicly held corporation; therefore, this reporting requirement is not applicable.
<input checked="" type="checkbox"/>	Is not owned or operated by anyone who has been convicted of a felony.
<input type="checkbox"/>	Is owned or operated by the following individual(s) who has/have been convicted of a felony.

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

5. Processing Information

Company contact for: **Accruent, LLC**

Contract Management

Contact Person: **Philip Shade**

Title: **Account Executive**

Company: **Accruent, LLC**

Address: **10801-2 N. Mopac Expressway, Suite 400**

City: **Austin**

State: **TX**

Zip: **78759**

Phone: **251.550.0095**

Fax: **512.342.2449**

Email: **pshade@accruent.com**

Billing & Reporting/Accounts Payable

Contact Person: **Adam Peschong**

Title: **General Accountant**

Company: **Accruent, LLC**

Address: **10801-2 N. Mopac Expressway, Suite 400**

City: **Austin**

State: **TX**

Zip: **78759**

Phone: **512.861.0974**

Fax: **512.342.2449**

Email: **apeschong@accruent.com**

Marketing

Contact Person: **Holly Armstrong**Title: **Marketing Coordinator**Company: **Accruent, LLC**Address: **10801-2 N. Mopac Expressway, Suite 400**City: **Austin**State: **TX**Zip: **78759**Phone: **512.487.7330**Fax: **512.342.2449**Email: **harmstrong@accruent.com**

6. Distribution Channel

Which best describes your company's position in the distribution channel:

<input checked="" type="checkbox"/>	Manufacturer Direct	<input type="checkbox"/>	Certified education/government reseller
<input type="checkbox"/>	Authorized distributor	<input type="checkbox"/>	Manufacturer marketing through reseller
<input type="checkbox"/>	Value-added reseller	<input type="checkbox"/>	Other:

7. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☒ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for TCPN participants would be calculated.)

- Pricing submitted includes the required TCPN administrative fee.

☒ Yes ☐ No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity?

☐ Yes ☒ No

8. Cooperatives

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
None currently held			

TAB 3 – Company Profile

Information About Your Company

Please provide the following:

1. Company's official registered name.

Accruent Response

Accruent, LLC

2. Brief history of your company, including the year it was established.

Accruent Response

Accruent was founded in 1995 by current CEO Mark Friedman. Accruent offers a fully integrated suite of applications that address the entire lifecycle of facilities management in multiple marketplaces, including corporate, public sector, commercial property management, higher education, retail, and wireless. In January 2010, Accruent was acquired by Vista Equity Partners, a private equity firm that specializes in enterprise software solution companies.

3. Company's Dun & Bradstreet (D&B) number.

Accruent Response

94-750-5822

4. Corporate office location.

Accruent Response

10801-2 N. Mopac Expressway
 Suite 400
 Austin, TX 78759

5. List the total number of sales persons employed by your organization within the United States, broken down by market

Accruent Response

Account Executives
 4 Retail/Corporate
 3 Higher Education/Public Sector
 1 Wireless
 1 Commercial Property Management
 Inside Sales
 1 for all markets

6. List the number and location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Accruent Response

Accruent has 4 office locations, including the headquarters address:

10801-2 N. Mopac Expressway
Suite 400
Austin, TX 78759

429 Santa Monica Blvd.
Suite 270
Santa Monica, CA 90401

990 Grove St.
Suite 500
Evanston, IL 60201

Key contacts at all locations will be Philip Shade, Account Executive. His contact information is: pshade@accruent.com
251.550.0095

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
- a. Sales
 - b. Sales Support
 - c. Marketing
 - d. Financial Reporting
 - e. Executive Support

Accruent Response

Sales and Sales Support

Philip Shade, Account Executive

Philip Shade is an Account Executive based out of Texas, covering the South Central region of the United States. His primary objective is to drive customer satisfaction through the development and retention of customer relationships.

Philip brings over 8 years of enterprise software experience to Accruent. Prior to joining Accruent, he worked as an Account Executive for Dell, Inc. covering California.

Marketing

Accruent Response

Holly Armstrong, Marketing Coordinator

As Marketing Coordinator, Holly is responsible for all events, including trade shows and Accruent's annual users conference, Request for Proposal project management, and company communications. She helps drive leads and manage customers within all stages of the relationship.

Holly has a degree in Communication and minor in Mathematics from Texas A&M University.

Financial Reporting

Chris Gorrebeeck, Controller

As Controller, Chris Gorrebeeck is responsible for overseeing all accounting related functions. His primary objective is to ensure the accuracy of financial data reported to our internal and external stakeholders.

Chris brings over 10 years of financial, accounting, operational, and consulting experience to Accruent. Chris has extensive experience in audit with a Big 4 firm, two Fortune 100 companies, and the largest healthcare audit firm in the country. In addition, Chris served as Controller for a large golf retailer and consulting manager for a large management consulting firm.

Chris holds a BA in Accounting from Texas Lutheran University and an MBA from the University of Texas at Austin. Chris is also a licensed CPA and CIA (Certified Internal Auditor).

Executive Support

Paul Rafalowski, Senior Vice President of Sales and Marketing

As Senior Vice President of Sales and Marketing, Paul Rafalowski is responsible for overseeing all sales and marketing related functions. His primary objective is to drive the long-term growth and profitability of the company through the acquisition and development of customer relationships.

Paul brings over 15 years of domestic and international enterprise software experience to Accruent. Prior to joining Accruent, he served on the executive team at IntraLinks, Inc, as the Managing Director of Asia Pacific. He also held senior sales leadership positions within InnerIQ, Inc. and Parametric Technology Corporation (PTC).

Paul holds a Mechanical Engineering degree from the University of Pittsburgh.

8. Define your standard terms of payment.

Accruent Response

Standard terms of payment are Net 30.

9. Who is your competition in the marketplace?

Accruent Response

There are 30 other providers of partial solutions in this market space.

10. Overall annual sales for last three (3) years; 2009, 2010, 2011

Accruent Response

As a privately held company, we cannot disclose this information.

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2009, 2009, 2011

Accruent Response

As a privately held company, we cannot disclose this information.

12. What is your strategy to increase market share?

Accruent Response

Accruent has a two pronged approach to increasing market share: First we promote World Class customer service to our current customers, enlisting their support and involvement in developing product features that will make Accruent products more valuable within their organizations. Our customers are our greatest marketing resource by telling their peers about our approach as a Vendor/Partner and the value that they have already received from implementing the product. The Second approach is through acquisition. In the past two years we have made two significant acquisitions that have expanded our market presence while maintaining our focus on Real Estate and Facility performance management: Siterra and 360Facility. By having purpose built applications for specific marketplaces we are able to clearly deliver value that is needed within our customer base.

13. What differentiates your company from competitors?

Accruent Response

FAMIS has been developed by experts into the industry standard for facilities and space management. With over 20 years of focus on the Higher Education and Government markets, FAMIS is engineered to ensure that maintenance efficiency is improved and indirect cost recovery is maximized.

14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.

Accruent Response

Accruent currently does not have a direct ordering system; although we do offer our software and services on GSA Advantage system. In purchasing of our software programs and services we recommend contacting our Sales staff for preparation of quote in accordance with the price list

Accruent Response

offers provided under this agreement due the specific nature of the software capabilities and the customer's requirements.

15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Accruent Response

Accruent Customer Support is available from 7am – 7pm CST. The Support Center is located in the headquarter office in Austin, Texas.

16. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Accruent Response

Accruent is not presently and has not in the past been involved in any litigation or reorganization that would impact Accruent's ability to enter into or perform under the terms of the agreements anticipated herein. Accruent has not been subject to bankruptcy.

Marketing / Sales

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated TCPN internet web-based homepage with:
 - TCPN Logo
 - Link to TCPN website
 - Summary of contract and services offered
 - Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Accruent Response

The following is a list of activity we may choose to execute in order to market the TCPN contract:

- a. Press release announcing contract award (may be co-branded if TCPN is interested)
- b. E-mail communication to prospects or customers who are, or will be, in an RFP process
- c. Marketing material created and used by sales and at relevant trade shows highlighting benefits of contract

Mention on website with TCPN logo linked to TCPN website (with prior approval provided by TCPN)

2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Accruent Response

The company will educate and train sales personnel to be well equipped to speak to the benefits of the contract. Marketing material will be generated to assist in the communication of benefits and may include an example of the savings and streamlined buying process achieved through contract participation.

3. Explain how your company plans to market this agreement to existing government customers.

Accruent Response

Upon learning that an existing government customer is considering/beginning an RFP process, we will communicate the benefits of this agreement via any one or more of the following: phone call, e-mail, presentation, letter or marketing material delivery.

4. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

Accruent Response

FAMIS holds monthly sales meetings to bring all sales personnel up-to-date on new partnerships, new contracts, and special offers that they may market to the customers within their territories. All pricing is reviewed by the Director of Sales prior to submitting formalized proposals to ensure that TCPN pricing is appropriately offered to all TCPN members.

5. Describe how you intend on train your national sales force on the TCPN agreement.

Accruent Response

FAMIS holds monthly sales meetings to bring all sales personnel up-to-date on new partnerships, new contracts, and special offers that they may market to the customers within their territories. All pricing is reviewed by the Director of Sales prior to submitting formalized proposals to ensure that TCPN pricing is appropriately offered to all TCPN members.

6. Acknowledge that your organization agrees to provide its company logo(s) to TCPN and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Accruent Response

We acknowledge that we agree to provide our company logo(s) for TCPN's use in marketing communications and promotions, subject to our logo policy.

7. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

Accruent Response

\$75,000 in year one
 \$75,000 in year two
 \$75,000 in year three

Administration

1. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

Accruent Response

Accruent, LLC, has extensive experience in delivering successful implementations at various organizations over the past 23 years. Accruent's project managers are full-time employees and come from facilities and real estate backgrounds. We take single-source responsibility and are committed to a successful implementation. A project manager is assigned to coordinate the implementation from initial project planning to post follow-up support. This maintains a seamless process to ensure a successful implementation.

We have a proven track record of delivering successful implementations with similar requirements including: the University of North Dakota System, the Commonwealth of Massachusetts, Iowa State University, University of Minnesota, Fermi National Accelerator Laboratory (Fermi Lab), University of New Hampshire System, University of Texas at Austin.

Accruent's employees have an aggregate in excess of 500 years employment in the technology industry with over 200 years of experience in the CRE/CAFM/CMMS sector. Accruent employees hold certificates in the following areas: Oracle Certified Database Operator and Oracle Database Administrator

2. Describe the capacity of your company to report monthly sales through this agreement.

Accruent Response

Quarterly sales are available for reporting as soon as 5 days from the end of a given calendar month.

3. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency

Accruent Response

Accruent utilizes a single integrated Salesforce.com database for all customer, prospect, opportunity and sales tracking. We are able to generate reports for any period of time based upon the Marketing or Lead source of each opportunity and/or sale.

4. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Accruent Response

Accruent has both inside and field sales forces to help participate in follow-up on leads and promotions that are generated through the TCPN contract. We also suggest working on specific campaigns with the Accruent marketing team in order to provide a clear message to prospects on the potential offered under this contract and to have any respondents automatically flow into the inside or field sales organizations.

Green Initiatives

We're committed to helping to build a cleaner future!

According to the U.S. Census Bureau, the world population is expanding at a mind-boggling rate. The world reached 1 billion people in 1800; 2 billion by 1922; and over 6 billion by 2000. It is estimated that the population will swell to over 9 billion by 2050. That means that if the world's natural resources were evenly distributed, people in 2050 will only have 25% of the resources per capita that people in 1950 had.

The world has a fixed amount of natural resources - some of which are already depleted. So as population growth greatly strains our finite resources, there are fewer resources available. If we intend to leave our children and grandchildren with the same standard of living we have enjoyed, we must preserve the foundation of that standard of living. We save for college educations, orthodontia, and weddings, but what about saving clean air, water, fuel sources and soil for future generations?

As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we're taking every step we can to implement innovative and responsible environmental practices throughout TCPN to reduce our carbon footprint, reduce waste, promote energy conservation, and ensure efficient computing and much more. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

Accruent Response

Accruent has attacked environmental issues from both internal and external perspectives. Internally, we have just completed the rollout of a fully integrated, paperless, customer relationship and financial management system. All internal initiatives have been focused on moving from paper to electronic records. Externally, the FAMIS products are designed to assist our customers in their LEED certification process and we have created a white paper guide on how FAMIS can assist customers with the most recent Existing Buildings Operations and Maintenance requirements.

Vendor Certifications (if applicable)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other

governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

TAB 4 – Product/Services

Products and Services Summary Matrix – **Provide a matrix that will allow TCPN to readily appraise your company's products and service offering versus other respondents. Provide a detailed description of each application.**

System Requirements – Please describe the infrastructure in order to support your proposed system including hardware, network infrastructure and personnel/skills required to support the system.

SYSTEM SPECIFICATIONS – *Glossary of Terms*

1. Administrative- Provides system administration functions such as security, system-wide defaults and the content of functions and forms.
2. Asset Management- Identifies, tracks, locates and analyzes physical assets.
3. Work Order Management- Controls work order processes for routine response and periodic preventive maintenance.
4. Materials Management- Streamlines parts and materials management by monitoring inventory.
5. Technology Work Management- This is a work order system for the instructional technology department.
6. Preventative Maintenance- Provides the functionality for users to establish preventative maintenance practices to meet their unique environments.
7. Budget Management- Automates budget setup and subsequent capture, monitoring control and analysis of expenditures associated with maintenance work.
8. Reports Generation- Reports are a key to any facility management system. This information may either be generated from the individual modules, from a single Reports Module or a combination.
9. Utility Management- Track, analyze and provide full reporting on all utilities.
10. Facility Scheduling- Allows the facility and business office personnel to coordinate the non-curricular events and activities in the school district.
11. Wireless/Mobile Management- Allows maintenance and operations professionals to receive and complete work in the field via a wireless/mobile device.
12. Trip Planning and Management- Streamlines the educational trip workflow process from request and approval to vehicle and driver scheduling.
13. Information Technology Asset Management- Streamlines all aspects of IT asset administration from monitoring and reporting to planning and life cycle costing.

Identify if the following topics are available within each specific system.

1. Administrative System

Topic	Available
Power user with full access from single log-in	Yes
Web access to administration	Yes
Multi-level security	Yes
Users functional permission level displayed	Yes
Provides help text and error messages	Yes
Permits multimedia file attachments (word files, graphic images, audio or video clips) to records as work orders	Yes

2. Asset System

Topic	Available
Provides graphical asset trees	Yes
Drop-down list of values for asset classification	Yes
Instant display of all assets, locations, classifications	Yes
Standard equipment templates	Yes
Allows warranty tracking	Yes
Lists outstanding jobs by equipment, asset class, location	Yes
Lifetime labor and material costs per equipment, asset classification and location	Yes
Tracks historic total of maintenance costs per asset	Yes

3. Work Order Management

Topic	Available
Database of employees along with labor rate information	Yes
Database of vendors	Yes
Ability to capture labor hours, contract costs and material costs for each work order	Yes
Records equipment downtime	Yes
Charge multiple wage rates	Yes – Multiple Charge and Pay Rates
Request dates and completion dates	Yes
Estimated and actual hours	Yes
Labor and material transactions for each work order	Yes
Work order tracking fields such as trade, purpose, budget and other codes	Yes
User-definable tracking fields	Yes
Easy interface to check work order status with selection masks	Yes

Search capacity on work order number or description key	Yes
Fully integrated with related systems including preventative maintenance, facility scheduling and inventory	Yes
Automatic computation of work costs using labor rates in employee system	Yes
The Work Order Management system will integrate with the school site request and Asset Management system	Yes
Track tool usage against work orders	Yes
Tracks required permitting	Yes
Re-open closed work orders	Yes

4. Material Management

Topic	Available
Manage inventory items by category types: mechanical, custodial, tools and other	Yes
Tracks all inventory transactions, including issues, receipts, returns, adjustments, orders and transfers	Yes
Allows inventory to be issued to a location, pick list, project, work order or employee	Yes
Enables requestor the ability to select items from inventory catalogs and submit inventory requests online	Yes
Enables users to request quotes for inventory items from multiple suppliers while reordering	Yes
Tracks detailed information on inventory items, including unit of issue, on contract, supplier, average or fixed cost, tag number for tools, mark up and backorder quality	Yes
Allows inventory items to be stored and tracked in multiple pools and by crafts, including aisle, bin number and reorder points	Yes
Automatically emails requestors with inventory requests receipts and updates of order status changes	Yes – With FAMIS Active Agents
Integrates with the work order and preventative maintenance system	Yes
ISO certified units of measure	Yes – With User definable units of measure
Provides pick lists	Yes
Optional parts inspection requirement per part	Yes – using staging of parts

5. Technology Work Management

Topic	Available
Staff originates work order requests for IT problems	Yes
Status of work orders can be continually monitored by staff	Yes
System routes requests to proper technician using configurable work	Yes

flow	
The work order management provides for tracking of labor and parts for each incident	Yes
Warranty of technology items are continually monitored	Yes

6. Preventative Maintenance

Topic	Available
Schedule PM by elapsed days	Yes
Schedule PM by calendar date	Yes
Schedule PM by usage	Yes
View labor, material and tool cost for anticipated tasks	Yes
Tracks all scheduled maintenance	Yes
Creates recurring maintenance schedules on a daily, weekly, monthly or annual basis	Yes
Stores schedule templates for quick creation of frequently used schedule	Yes
Tracks equipment information, including manufacturer, model and serial numbers, in and out service dates and warranty	Yes
Automatically generates PM work orders through an integration with work order system	Yes
Displays upcoming scheduled work in a calendar format for resource scheduling	No – FAMIS Provides a list format by week matched to crew available hours in Planned Schedule

7. Budget Management

Topic	Available
Allows district to establish budget code format	Yes
Permits flexible budget terms and budget periods	Yes
Provides for flexible budget hierarchies	Yes
Analysis is provided for costs vs. budget per budget period and year-to-date	Yes
Facilitates the creation of long-range capital plans and budget plans	Yes
Manages capital projects and expenditures related to deferred maintenance, deficiencies and corrections	Yes

8. Reports Generation

Accruent Response

FAMIS utilizes Oracle Report Builder and Oracle Discoverer to provide multiple reporting capabilities throughout the application. Discoverer Viewer and Plus are bundled with the

Accruent Response

Oracle Application Server Enterprise Suite and provide unlimited access to view only or web authoring of reports. Users may create their own reports or modify FAMIS templates to create the views of the data that they desire. Many of the reports listed below are standard 'out-of-the-box' reports. However, some may require tweaking or even new templates created to meet TCPN members specific requirements. This can be done by your own internal resources or as a Professional Services project.

Topic	Available
Category: Summary or detailed reports by _____	
Craft	See response box above
Location	See response box above
Budget	See response box above
Employee	See response box above
Craft cost analysis	See response box above
Transactions	See response box above
Outstanding work	See response box above
Workloads and assignments	See response box above
Status of work	See response box above
Category: Standard Inventory Reports	
Summary or detailed reports by _____	
Issued inventory	See response box above
Transferred inventory	See response box above
Supplier reports	See response box above
Pick list reports	See response box above
Category: Standard Preventative Maintenance Reports	
Summary or detailed reports by _____	
Projected parts and supplies reports	See response box above
Estimated PM labor reports	See response box above

	above
Forecasting labor report	See response box above
Corrective vs. preventative maintenance report	See response box above
Category: Standard Facility Scheduling Reports	
Summary or detailed reports by _____	
Location	See response box above
Organization	See response box above
Schedules	See response box above
Budget	See response box above
Invoices	See response box above
Reminders	See response box above
Category: Standard Utility Reports _____	
Cost per Square ft	See response box above
Use by building comparison	See response box above
Cost by building comparison	See response box above
Use/sq foot by building	See response box above
Cost/sq foot by building	See response box above
Energy savings report	See response box above
Load factor report	See response box above

9. Utility Tracking System

Topic	Available
Ability to manage all utilities including electric, gas, water, sewer, fuel oil, propane, trash, waste, telephone and other utilities	Yes
Tracks essential account, vendor building and user information	Yes
Tracks basic utility billing determinants on monthly bills for each account and/or meter including billing periods, billing period consumption, billing period cost and average period unit cost. Bills	Yes

are to be tracked by month, year and building	
Ability to track user-defined data such as hours of use, number of occupants, etc.	Yes
Provides use and cost budget function for monthly and annual budget analysis	Yes
Customizable user-defined advanced utility bill determinants including power factor, time-of-use, taxes, service charges and deregulated bill determinants	No
Performs current versus baseline comparisons including application of weather normalization for more accurate comparison of utility data from year to year. Weather normalization is performed by matching daily weather degree-days with actual billing periods of utility bills, Degree data is automatically uploaded into Utility Direct from the National Weather Service on a monthly basis	No - Provides year-to-year comparison, weather degree-day tracking, degree data would be uploaded using a defined interface.
Easily exports data to any spreadsheet format	Yes – With ad-hoc reporting
Provides virtual and sub-meter tracking. Sub-meter tracking will support internal organization chargeback requirements	Yes
Utility bill validity checking with multiple parameter analysis	Yes – with variance reporting % and dollars.

10. Facility Scheduling System

Topic	Available
Multiple routing rules for event approval	FAMIS can utilize Work Orders to schedule and coordinate events but does not provide Event scheduling as described within the RFP. However, we integrate to a 3rd party app for this functionality.
Automatically routes usage request requests to approval managers	Yes, with Self-Service Request types and Workbench routing.
Database of areas available for after hour usage	Yes – with user-defined attribute
Handle events with multiple dates with repeating patterns as well as	3rd party partner

random series of events	
Tracks facility usage costs and automatically generates invoices	3rd party partner
Enables event requesters to check facility availability and submit usage requests online	3rd party partner
Displays scheduled events on calendar	3rd party partner
Multiple levels of security	3rd party partner
Email notifications to support personnel	3rd party partner
Billing and rental administration	3rd party partner

11. Wireless/Mobile Management

Topic	Available
Enables mobile workers to receive, process and complete work via a wireless/mobile device	Yes
Enables mobile workers to record transactions for labor hours	Yes
Enables mobile workers to search and sort and sort through their work orders	Yes

12. Trip Planning and Management

Topic	Available
Requesters can easily submit trip requests and check request status online	Trip requests can be entered through Self-Service Request entry with associated status tracking
Automatically routes trip request to approval managers	Yes, using Workbench routing
Tracks availability and manages scheduling of vehicle and drivers	3rd party partner
Displays scheduled trips on interactive calendar	3rd party partner
Tracks all trip related costs	3rd party partner

13. Information Technology Asset Management

Topic	Available
Gathers and reports information about computer assets on your network, including hardware, software and software utilization	This information can be stored but is not automatically gathered
Manages all computer assets across multiple platforms (Windows, Macintosh, Unix, Linux, Novell, etc)	Yes

Monitors assets at the component level and generates alerts for missing assets	Through ad-hoc reporting
Tracks licenses and usage for optimum license management and compliance	No
Generates alerts for software license agreement violations and unauthorized software installations	No

TAB 5 - References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Served
- Description of Services
- Annual Volume

Accruent is pleased to have a broad base of customers to offer as references. However, due to confidentiality agreements and respect for our customers' time and willingness to be references, we request that contact be coordinated directly through Philip Shade. Philip will be able to coordinate the appropriate reference based on requirements of The Cooperative Purchasing Network.

This same consideration would be extended to The Cooperative Purchasing Network as a valued Accruent customer.

Please contact Philip Shade at 251.550.0095 or pshade@accruent.com to make arrangements. The desired timing of these calls may dictate with which customers you are available to speak.

The description of services and annual volume is customer proprietary. However, these items can be discussed if furthered in the RFP process.

1. Kent State University
Cindy Gary, FAMIS System Specialist
Kent, OH
330.672.2886
7 years in service
2. Michigan State University
Angela Carey, Physical Plant Information Systems Manager
Lansing, MI
517.432.0224
13 years in service
3. Iowa State University
Michael Hamilton, Business Manager
Ames, IA
515.294.3942

- 14 years in service
4. Angelo State University
Bruce Flage, FAMIS Administrator
San Angelo, TX
325.942.2358
7 years in service
 5. University of Southern California
John Muse, Associate Director Los Angeles, CA
213.740.2831
14 years in service
 6. FermiLab
Roger Slisz, Jr., FEES IT Group
Batavia, IL
630.840.3153
18 years in service
 7. Illinois Institute of Technology
John Clemens, Senior Systems Administrator
Chicago, IL
312.567.8971
5 years in service
 8. University of North Dakota System
Lori Lee, FAMIS Functional Admin
Fargo, ND
701.231.6520
8 years in service
 9. Alberta Infrastructure
Lawrence Yi
Edmonton, AB
780.644.4733
10 years in service
 10. Anoka County
Andrew Dykstra, Director of Facilities Management & Construction
Anoka County, MN
763.323.5385
1 year in service

TAB 6 - Pricing

This bid process covers a wide range of institutions relative to square footage, number of sites and number of system users. Vendor is required to provide a price list that addresses the institutions being served by this RFP. The price list should include, but not be limited to, software pricing, training, annual support, start up services, consulting services and ASP costs, if applicable. In order to evaluate the pricing and to assure that the price book is correctly interpreted, please provide a detailed pricing proposal for the following four (4) examples:

Price Example	Number of Sites	Square Footage	Maintenance Staff	Requesters*	Number of Students
A	2	150,000	3	10 to 50	1,000
B	12	1,000,000	10	20 to 500	7,000
C	27	2,200,000	25	30 to 1,000	15,000
D	48	4,500,000	55	75 to 2,000	30,000

Accruent Response

Pricing per Student for Education

FAMIS can provide preferred customer pricing with the 2% uplift for TCPN Administration. FAMIS is providing all pricing at 15% off list. Pricing is provided on a student count basis by FAMIS Module at the costs below for unlimited users/site licensing.

Annual Support for the first year equals 20% of the licensing costs.

Maximum increase in support for subsequent years is capped at 7% with a 5 year non-cancelable renewal commitment

Modules quoted are Maintenance Management, Wireless for Maintenance Management, Inventory Control, Wireless for Inventory Control, and Utility Management showing the 15% discounted price.

Module	Public Research Per 1K students	Public – Masters Per 1K students	Public – Assoc Per 1K students
FMM – Maintenance Mgmt	\$4,459	\$3,516	\$2,230
FIC – Inventory Control	\$1,461	\$1,152	\$731
FWIC – Wireless for Inventory	\$598	\$472	\$299
FUM – Utility Mgmt	\$2,283	\$1,800	\$1,142
FWMM - Wireless for Maintenance	\$598	\$472	\$299

* Additional discounts are available for larger student counts as seen below in examples

** Maintenance is calculated at 20%

*** Additional modules are available within the FAMIS Integrated Suite at the same discount

Accruent Response

Pricing examples using Per Student for a Public Doctoral/Research University: (Pricing includes all modules above)

Price Example	Maintenance Staff	Requesters	Number of Students	List Price	Discount Price
A	3	10 to 50	1,000	\$11,059	\$9,400
B	10	20 to 500	7,000	\$63,371	\$58,365
C	25	30 to 1,000	15,000	\$117,030	\$99,476
D	55	75 to 2,000	30,000	\$205,575	\$174,739

Pricing examples using Per Student for a Public Masters/Bachelors University: (Pricing includes all modules above)

Price Example	Maintenance Staff	Requesters	Number of Students	List Price	Discount Price
A	3	10 to 50	1,000	\$8,720	\$7,412
B	10	20 to 500	7,000	\$49,974	\$42,478
C	25	30 to 1,000	15,000	\$92,287	\$78,444
D	55	75 to 2,000	30,000	\$162,103	\$137,788

Pricing examples using Per Student for a Public Associates University: (Pricing includes all modules above)

Price Example	Maintenance Staff	Requesters	Number of Students	List Price	Discount Price
A	3	10 to 50	1,000	\$5,530	\$4,701
B	10	20 to 500	7,000	\$31,682	\$26,930
C	25	30 to 1,000	15,000	\$58,494	\$49,720
D	55	75 to 2,000	30,000	\$102,744	\$87,332

Enterprise pricing by square foot

In addition to concurrent user pricing, FAMIS provides the ability to license the software based upon the square footage of the buildings and structures that are managed. This approach provides unlimited user access to specific FAMIS modules within each Business Area. More granular pricing is available if desired, but for the purposes of this proposal we have offered pricing at the Modules indicated specifically by your requirements:

Accruent Response

Module	List Price Per 1MSF	List Maintenance	Discounted Price	Discounted Maintenance
FMM – Maintenance Mgmt	\$14,901	\$2,920	\$12,666	\$2,532
FIC – Inventory Control	\$3,906	\$781	\$3,320	\$664
FWIC – Wireless for Inventory	\$2,500	\$500	\$2,125	\$425
FUM – Utility Mgmt	\$4,883	\$977	\$4,151	\$830
FWMM - Wireless for Maintenance	\$2,500	\$500	\$2,125	\$425

* Higher discounts available for larger square footage of managed space as seen below

Price Example	Number of Sites	Square Footage	FAMIS Modules	Number of Users	Cost per million square feet	Extended Price – Unlimited Users
A	2	150,000 (1 MSF min)	FMM, FWMM, FIC, FWIC, FUM	Unlimited	\$24,387	\$24,387
B	12	1,000,000	FMM, FWMM, FIC, FWIC, FUM	Unlimited	\$24,387	\$24,387
C	27	2,200,000	FMM, FWMM, FIC, FWIC, FUM	Unlimited	\$20,795	\$45,750
D	48	4,500,000	FMM, FWMM, FIC, FWIC, FUM	Unlimited	\$18,613	\$83,758

Annual Support for the first year..... 20% of license cost

Maximum increase in support for subsequent years is capped at 7% with a 5 year non-cancelable renewal commitment.

Additional Modules are available within the FAMIS Integrated suite at a 15% discount.

Accruent Response

FAMIS On Demand – ASP Offering

FAMIS On Demand provides A Service licensing model to fit your particular needs. Within this models you may blend Named Users and Concurrent Users to meet the requirements for both heavy and casual activity.

Hosting Service Model

The Hosting Service Model is designed for customers that own FAMIS licenses. Users will have access to only those FAMIS products and modules for which you have obtained a valid license. You must also maintain a Support Services agreement with FAMIS Software for all hosted products. Please note that depending on the software you choose to use, additional software licenses and technical support services may be required. Refer to the Service Software section for additional information.

Hosting Service User User Fee

Hosted Service Named User, Full-Use	\$1,020 per named user per year
Hosted Service Concurrent User, Full-Use	\$3,069 per concurrent user per year
Hosted Service Named User, Self-Service	\$3 per named user per year
Hosted Service Concurrent User, Self-Service	\$3,069 per concurrent Self-Service user per year

For additional Information, please refer to Appendix G – FAMIS On Demand Detailed Proposal to TCPN.

Enhancement and Upgrade Policy – Provide a clear description of the upgrade and enhancement policies for all applications proposed. Clearly state the policy going forward relative to both the vendor selling price and the total cost to the application owner for upgrades and enhancements.

Electronic Price Lists

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular bidder and the pricing per item.
- Electronic price lists must contain the following:
 - Manufacturer part #
 - Vendor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to TCPN (including freight)

- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in electronic form only.***

Not to Exceed Pricing

- TCPN requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

TAB 7 – Value Add

Please include any additional products and/or services not included in the scope of the solicitation you think will enhance and add value to this contract for TCPN participating agencies.

Achieve Results with Accruent IWMS

Accruent delivers a comprehensive real estate and facilities management solution that directly addresses over 30% of corporate non-payroll expenses.



"Our research has shown that Best-in-Class enterprises view and manage the entire real estate and facilities management lifecycle in a holistic manner. In that context, Accruent's acquisition of FAMIS Software and its complementary offering makes perfect sense and aligns their combined solution set with the needs of the marketplace."

— Andrew Bartolini, Vice President of Research at Arberdeen Group

Accruent Integrated Workplace Management System

- > Best Practices of 400 Customers Provides Unrivaled Expertise
- > Every 10 Days a Customer Goes Live on Accruent
- > 20% of Fortune 500 Companies Use Accruent

The IWMS market has experienced significant changes over the past year, and the market is expected to continue to evolve. These changes are being driven by a number of factors, including pressure for cost efficiencies, increased

globalization, regulatory and environmental compliance, and an increasing interest in an integrated approach to facilities and real estate management.

Integrated Workplace Management System

With operations associated with real estate and facilities management consuming over 30% of corporate non-payroll expenses, organizations are increasingly recognizing the strategic role their locations play. They recognize that they must move away from tactical point solutions and embrace enterprise suites. The IWMS market is shifting to not only include traditional project, space and maintenance management capabilities, but also real estate portfolio and lease administration capabilities – an integrated, enterprise solution to provide ‘one version of the truth’ and manage all location requirements.

With the acquisition of FAMIS Software coupled with the best practices of over 400 customers, Accruent delivers a comprehensive real estate and facilities management solution that directly addresses the requirements of this changing market.

In fact, Accruent’s strong customer momentum, broad industry reach, rapid pace of innovation, and proven implementation success – taking a customer live every 10 days and resulting in a faster time-to-value – placed us as a leader in the 2011 IWMS Magic Quadrant.

“The move to an integrated facilities management system has helped generate substantial savings for Corning by increasing the productivity of the planning staff and generating more efficient plans that reduce real estate expenses.” - Corning, Inc.

ACCRUENT INTEGRATED WORKPLACE MANAGEMENT SYSTEM:

Align your real estate portfolio with your organizational strategy

- > Flex your real estate portfolio to react to a changing market and economic factors
- > Ensure the optimal use of locations to avoid investment in space that is not required
- > Identify and dispose of underperforming or underutilized locations to significantly lower operating expenses or capital investment

Optimize use of capital and expense allocations

- > Drive bottom line financial performance through proactive management of the second largest expense on your income statement and your largest capital expenditure
- > Ensure that locations, workspaces, and the assets contained within them are utilized efficiently
- > Reduce operating expenses and take advantage of available tax credits by taking your real estate portfolio green

Ensure organizational compliance with SOX, FASB, and environmental regulatory requirements

- > Ensure the business processes related to your real estate portfolio are in compliance with Sarbanes-Oxley
- > Satisfy FASB regulations with increased transparency, improved controls, and consistent processes
- > Be ahead of the curve when it comes to environmental sustainability to achieve compliance and maintain a positive organizational image

Accruent: The IWMS Visionary

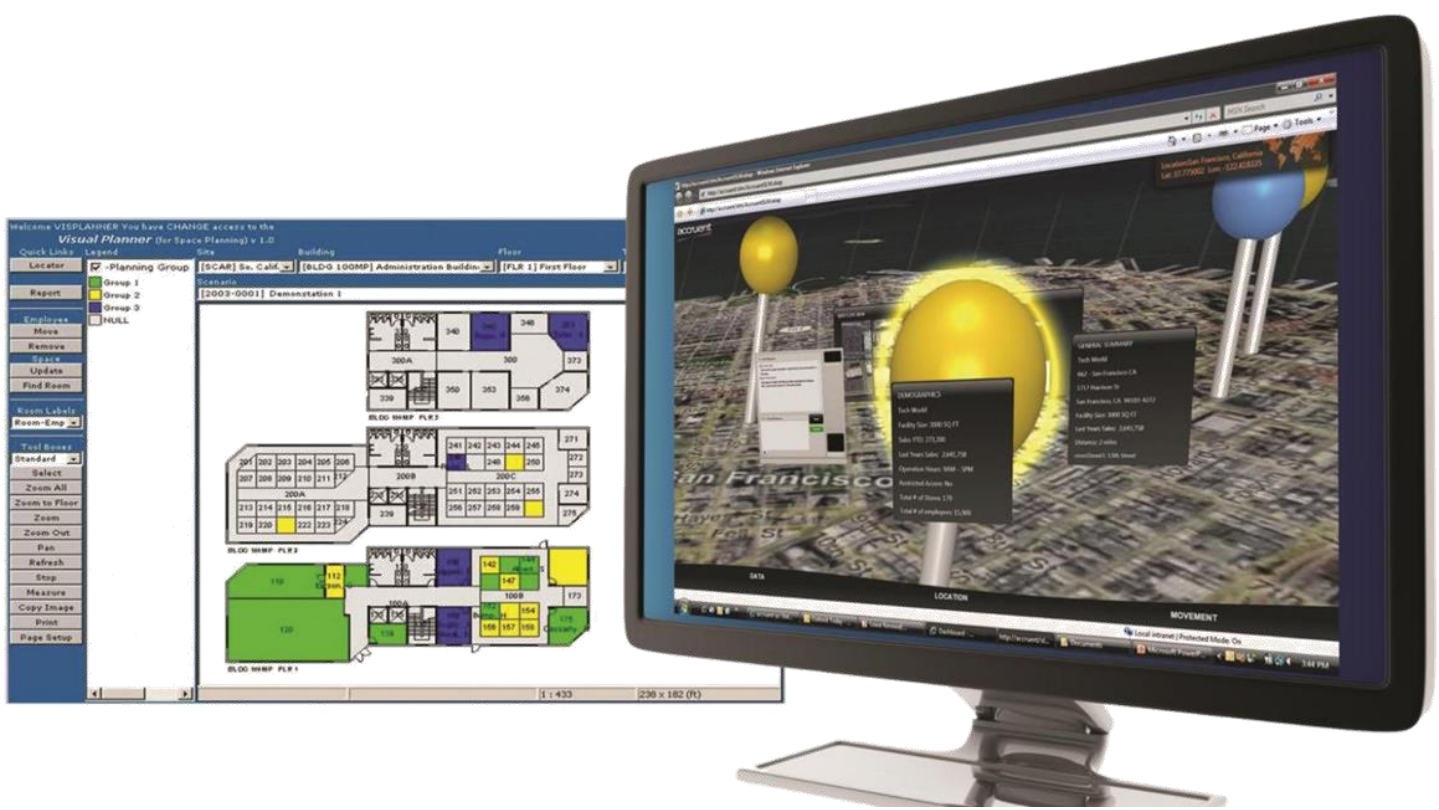
Accruent's enterprise class IWMS solution helps organizations manage real estate and facilities as a significant source of operating efficiency through tight enforcement of contract terms, optimization of facilities, and expense control. Accruent's holistic approach brings together internal and external users together into unified workflows that cross traditional organizational boundaries and unlock numerous, significant business improvement opportunities.

Business Performance Management: By linking real estate execution to enterprise strategy, Accruent IWMS facilitates the right-sizing of your real estate portfolio and the elimination of excesses or shortages to satisfy changing facility resource requirements.

Expense Control: In the current economy, organizations of all kinds are impacted by escalating material and energy costs. Accruent IWMS helps with capital and expense reduction across the real estate portfolio, and increases efficiency, profitability and value to investors.

Portfolio Optimization: Improved space utilization ensures that your real estate portfolio is being used optimally and is in tune with the ebb and flow of your reaction to market and competitive forces.

Environmental and Regulatory Pressures: Accruent IWMS enables proactive management of the ever-increasing complexity of regulatory demands that affect the way real estate assets impact financial reporting and environmental sustainability.



THE ACCRUENT SOLUTION INCLUDES:

Real Estate Management

- > Align your Real Estate portfolio with overall organizational strategic objectives
- > Control costs through proactive management of leases and contracts
- > Gain visibility into the performance and health of your real estate portfolio

Project Management

- > Proactively manage project budgets and change orders
- > Ensure project team collaboration to reduce cycle times and increase productivity through schedule and resource management
- > Gain visibility into the entire portfolio of programs and projects that are planned, underway or closed out

Space Management

- > Align space plans with real estate strategy via graphically rich space planning scenario generation
- > Gain visibility into actual space utilization and charge back internal departments for their use of space
- > Closely manage the costs of moves across the portfolio

Maintenance Management

- > Proactively control costs associated with the maintenance of the real estate portfolio and the assets contained within it
- > Create a feedback loop into capital planning through the reporting of actual operating costs of locations and assets
- > Reduce operating costs and increase shareholder value through active energy management



For more information, please visit

www.accruent.com

10801-2 N. Mopac Expressway
Suite 400
Austin, TX 78759

512.861.0726

sales@accruent.com

"For more than a decade, Accruent has provided the products and services we require, and, when our needs changed as a result of an acquisition, their next generation solution delivered the functionality necessary to deal with the demands of our growing enterprise."

— Shawn Johnson, Vice President of Facility and Corporate Real Estate at Mutual of Omaha

TAB 8 – Required Documents

DOC #1 Clean Air and Water Act / Debarment Notice
DOC #2 Lobbying Certification
DOC #3 Contractors Requirements
DOC #4 Antitrust Certification Statement

DOC #1 – Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: **Accruent, LLC**

Title of Authorized Representative: **Chief Financial Officer**

Mailing Address: **10801-2 N. Mopac Expressway, Suite 400; Austin, TX 78759**

Signature:

DOC #2 – Lobbying Certification

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Respondent

February 3, 2012

Date

DOC #3 – Contractor's Requirements

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the TCPN Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent

February 3, 2012

Date

DOC #4 – Antitrust Certification Statement

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor: **Accruent, LLC**

Address: **10801-2 N. Mopac Expressway, Suite 400**
 Austin, TX 78759

Phone: **512.861.0726**

Fax: **512.342.2449**

Bidder

Signature

Van W. Goodrich

Printed Name

Chief Financial Officer

Position with Company

Authorizing Official

Signature

Printed Name

Position with Company

APPENDICES

Appendix A – Master Agreement

MASTER AGREEMENT

This Master Agreement is entered into between Accruent, LLC. (“**Accruent**”) and the client named below.

The effective date of this Master Agreement is ----- (“**Effective Date**”).

[Legal name of customer]	Accruent, LLC
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

1. PURPOSE AND SCOPE

1.1 Master Agreement. This Master Agreement establishes the general terms and conditions to which the parties have agreed in order to facilitate the licensing of software, content, other products and/or the provision of services. Additional product or service-specific terms and conditions are set forth in one or more Schedules (as further defined in section 1.2 herein).

All references to the “**Master Agreement**” shall mean this document, exclusive of Schedules. All references to the “**Agreement**” wherever found shall include this Master Agreement, and all Schedules, and attachments incorporated in the Schedules.

1.2 Incorporation of Schedules. This Master Agreement shall fully incorporate by reference the terms and conditions found in each of the following Schedules marked below.

[List applicable Schedules executed as of the Effective Date of the Master Agreement]

- ☐ *Perpetual Software License and Maintenance Schedule*
- ☐ *Subscription License and Maintenance Schedule*
- ☐ *SaaS Services Schedule*
- ☐ *Professional Services Schedule*
- ☐ _____ *[add as appropriate]*

The parties may execute, from time to time, additional Schedules under the terms of this Master Agreement.

1.3 Incorporation of Order Documents.

“**Order Document**” means the document(s), regardless of its actual name, executed by the parties which incorporates by reference the terms of the Agreement, and describes Client’s order-specific information, such as description of Software or Services ordered, license scope, use and restrictions, fees, milestones, and/or Third Party EULAs if any.

At any time after execution of the initial Order Document, Client may purchase additional Software licenses or Services or otherwise expand the scope of such license or Services granted under an Order Document, upon Accruent’s receipt and acceptance of a new Order Document specifying the foregoing.

1.4 Incorporation of EULAs. Client’s use of any Third Party Software licensed hereunder or incorporated in the SaaS Services shall be subject to, and Client shall comply with, the Master Agreement and any applicable EULAs. To the extent any terms and conditions of this Master Agreement or a Schedule conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

1.5 Affiliates. Client may authorize use of Software or Services by its Affiliates, provided that the combined use of the Software or Services hereunder by Client and its Affiliates shall in no event exceed the Licensed Metrics authorized under the applicable Order Document. Client warrants that it has the authority to bind such Affiliates to the terms of the Agreement and any applicable Schedule and further warrants that it shall be responsible for a breach of such terms by its Affiliates.

2. DEFINITIONS

“**Accruent Software**”: each Accruent-developed and/or Accruent-owned software product in machine readable object code (not source code), the Documentation for such product, and any Updates thereto.

“**Affiliate**”: an entity controlling, controlled by or under common control with a party to the Agreement where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

“**Client**”: refers to the entity that has entered into this Agreement with Accruent. “Client” also refers to Affiliates authorized to use the Software and Services in accordance with section 1.5.

“**Client Data**”: any data and information that Client provides, generates, transfers or makes available to Accruent under this Agreement, whether printed, electronic, or in some other format, and

File: _____

Accruent Confidential

Page 1 of 5

Client Data shall include data and information belonging to Client's customer.

"Confidential Information": is defined in section 4.

"Content": any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Client is provided access through Accruent.

"Documentation": the user instructions, release notes, manuals and on-line help files in the form generally made available by Accruent, regarding the use of the applicable Software.

"Force Majeure Events": is defined in section 10.1.

"Intellectual Property": any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Accruent has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Maintenance": the support services for the Software and provision of Updates thereto for the level of services ordered, all of which are provided under Accruent's Maintenance Policies (as may be amended by Accruent from time to time) in effect at the time the Services are provided. For the avoidance of doubt, Maintenance excludes Professional Services. A current version of such Maintenance Policies can be found at www.Accruent/support/CUSTOMERLOGIN.

"Order Document": is defined in section 1.3.

"Professional Services": data conversion, implementation, site planning, configuration, integration and deployment of the Software or SaaS Services, training, project management and other consulting services.

"SaaS Services": the provision of the Software and/or Content as a service which is hosted by Accruent or its hosting providers and which is accessed by Client via the internet, as more fully described in the SaaS Services Schedule and associated Order Document(s).

"Services" means collectively (i) the Professional Services; (ii) Maintenance, and (iii) SaaS Services.

"Software": the Accruent Software and Third Party Software.

"Third Party EULA" or **"EULA"**: the end user license agreement that accompanies the Third Party Software, is appended to the Order Document or is otherwise published by the third party supplier, and which governs the use of or access by Client to the applicable Third Party Software.

"Third Party Software": software in object code form, including Documentation and Updates, owned by an entity other than Accruent which are to be provided to Client by Accruent on a pass-through, reseller or OEM basis pursuant to the terms of the EULA.

"Updates" means the error corrections, updates, modifications or enhancements to Software or SaaS Services if and when developed after the effective date of the Order Document which Accruent makes generally available to its customers as part of the Maintenance. Updates exclude new products or functionality for which Accruent generally charges a separate fee.

3. FINANCIAL TERMS

3.1 Fees and Payment Terms. Fees are specified in the applicable Order Document. Fees are exclusive of, and Client is responsible for, shipping costs.

Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the lesser of a 1½% per month or the highest rate allowed by law.

Failure to make payments when due shall be considered a material breach of the Agreement and Accruent will be entitled to suspend its performance upon thirty (30) days written notice to Client, modify the payment terms, and to require full payment before any additional performance is rendered by Accruent. Notwithstanding any of Accruent's rights of termination and notwithstanding any other rights that Accruent has at law or in equity, Accruent shall be entitled to collect all past and current amounts due and owing, and to accelerate all future amounts to be due, such that all remaining periodic payments for the then current Term of the applicable Schedule or Order Document are immediately due and owing. Client shall be responsible to pay any collection expenses (including attorneys fees) incurred by Accruent.

Unless expressly provided otherwise, fees paid or payable for Software licenses, SaaS Services or Maintenance are not contingent under any circumstances upon the performance of any Professional Services.

3.2 Taxes. Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Client agrees to pay any taxes, other than those based on Accruent's net income, arising out of the Agreement. If Client is tax-exempt, Client agrees to send Accruent a copy of its tax-exempt certificate prior to execution of a Schedule. Client agrees to indemnify Accruent from any liability or expense incurred by Accruent as a result of Client's failure or delay in paying taxes due.

3.3 T&E Expenses. Unless otherwise noted within the Order Document, Accruent's reasonable travel and lodging expenses incurred by Accruent in the performance of Services on Client's site will be billed separately at actual cost.

4. CONFIDENTIALITY

4.1 Defined. By virtue of the Agreement, the parties may be exposed to or be provided with certain confidential and proprietary information of the other party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party (**"Confidential Information"**). Confidential Information includes, but is not limited to the terms and conditions (but not the existence) of the Agreement including without limitation all Order Documents, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of Accruent and its licensors relating to or embodied in the Software or Documentation. Accruent's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of Accruent.

4.2 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.3 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the disclosing party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed

by one party without reference to any Confidential Information of the other.

4.4 Compelled Disclosure. The receiving party may disclose Confidential Information of the disclosing party if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

5. PRIVACY

Client represents and warrants that before providing personal information to Accruent or its agents, it will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining permission from third parties to allow sharing of their personal information with Accruent under the Agreement. No personal information will be disseminated by Accruent to any third parties, except as consented to by Client or required by law.

If Client provides personal data to Accruent from data subjects in Canada or the European Union ("EU"), then Client hereby (a) acknowledges that in connection with any products or services provided by Accruent under this Agreement, Accruent may transfer/access/store/process personal data outside of the EU and Canada in countries (such as the United States) that under EU laws may not ensure an adequate level of data protection (the "Data Transfer"); and (b) consents to such Data Transfer, and Client shall ensure that it complies with all applicable EU and Canadian laws that apply to Client as the data controller of such personal data in connection with the Data Transfer. Accruent will take reasonable measures to protect the security of such personal data transferred by Client to Accruent.

6. LIMITED RIGHTS AND OWNERSHIP

"Protected Materials" as used herein means Software, Content, Services or Accruent's or its licensors' Intellectual Property or Confidential Information.

6.1 Reservation of Rights. All rights not expressly granted in the Agreement are reserved by Accruent and its licensors. Client acknowledges that: (i) all Software is licensed and not sold and all Content is subscribed to and not sold; (ii) Client acquires only the right to use the Software, Content, or Services and Accruent, its licensors, and Content providers shall retain sole and exclusive ownership of and all rights, title, and interest in the Protected Materials, including (whether developed by Accruent, Client or a third party) (a) Intellectual Property embodied or associated with, (b) deliverables and work product associated with, and (c) all copies and derivative works thereof; and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of Accruent and its licensors. Client agrees to secure and protect the Protected Materials consistent with the maintenance of Accruent's and its licensors' rights therein, as set forth in this Master Agreement.

6.2 Restrictions. Client shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Client's employees and individual contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of the Agreement; (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Accruent's prior written consent, performance or capacity statistics or the results of any

benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

6.3 Client Data. Client retains sole and exclusive ownership to any and all Client Data.

6.4 License Grant by Client. Client grants to Accruent a non-exclusive, royalty free license, to use equipment, software, Client Data or other material of Client solely for the purpose of performing its obligations under the Agreement.

6.5 Enforcement. Client shall (i) ensure that all users of Software, Content or Services comply with the terms and conditions of the Agreement, (ii) promptly notify Accruent of any actual or suspected violation thereof and (iii) cooperate with Accruent with respect to investigation and enforcement of the Agreement.

7. INDEMNIFICATION

Accruent will defend or settle, at its option and expense, any action, suit or proceeding brought against Client that the Accruent Software or SaaS Services infringe a third party's USA patent, copyright, or trademark ("Claim"). Accruent will indemnify Client against all damages and costs finally awarded or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such Claim, provided that Client: (i) promptly gives written notice of the claim to Accruent; (ii) gives Accruent sole control of the defense and settlement of the Claim; (iii) provides Accruent, at Accruent's expense, with all available information and assistance relating to the Claim and cooperates with Accruent and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with Accruent.

Accruent has no obligation to the extent any Claim results from: (i) Client having modified the Accruent Software or SaaS Services or used a release other than a current unaltered release of the Accruent Software, if such an infringement would have been avoided by the use of a current unaltered release of the Accruent Software, (ii) Third Party Software and/or Content, or (iii) the combination, operation or use of the Accruent Software or SaaS Services with software or data not provided by Accruent.

If it is adjudicated that an infringement of the Accruent Software or SaaS Service by itself and used in accordance with the Agreement infringes any USA patent, registered copyright, or registered trademark, Accruent shall, at its option: (i) procure for Client the right to continue using the Accruent Software or Service; (ii) replace or modify the same so it becomes non-infringing; or (iii) Client will be entitled to a refund of (i) with respect to a perpetual license to the Software, the license fees for the affected Software less one thirty-sixth (1/36) thereof for each month or portion thereof that the applicable Order Document has been in effect, or (ii) with respect to SaaS Services and/or limited term Software licenses, the pre-paid portion of the SaaS Services or term license fees paid to Accruent for the affected Software or Service. THIS SECTION STATES ACCRUEMENT'S ENTIRE OBLIGATION TO CLIENT AND CLIENT'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

8.1 DISCLAIMERS AND LIMITATION OF LIABILITY.

8.1 THE WARRANTIES, IF ANY, SET FORTH IN THE SCHEDULES ARE IN LIEU OF, AND ACCRUEMENT, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, CONTENT, DELIVERABLES OR SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY ACCRUEMENT, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

8.2 TO THE FULLEST EXTENT PERMITTED BY LAW, ACCRUEMENT'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE AGREEMENT) TO CLIENT FOR ANY CLAIM BY CLIENT OR ANY THIRD PARTIES UNDER THE AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 7 (Indemnification), WILL BE LIMITED TO (i) WITH RESPECT TO PERPETUAL SOFTWARE LICENSES OR PROFESSIONAL SERVICES, THE FEES PAID BY CLIENT FOR THE SOFTWARE OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM AND (ii) WITH RESPECT TO SAAS SERVICES, TERM LICENSES AND MAINTENANCE, THE FEES PAID FOR THE PRIOR TWELVE (12) MONTHS FOR THE SOFTWARE OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.3 IN NO EVENT WILL ACCRUEMENT BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT ACCRUEMENT HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF ONE YEAR OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

8.5 THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

9. TERM AND TERMINATION

9.1 **Term.** The term of this Master Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect until the expiration or termination of all Schedules, unless otherwise terminated earlier as provided hereunder.

9.2 **Termination.** Either party may terminate the Agreement including all Schedules immediately upon written notice:

(i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach except for breach of Section 3 (Payment) which shall have a ten (10) day cure period; or

(ii) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code.

Where a party has a right to terminate the Agreement, the non-breaching party may at its discretion either terminate the Agreement or the applicable Schedule. Schedules that are not terminated shall continue in full force and effect under the terms of this Master Agreement.

Following termination of the Agreement or a Schedule (for whatever reason), Client shall certify that it has returned or destroyed all copies of the applicable Software, Content and Confidential Information and acknowledges that its rights to use the same are relinquished. Termination of this Agreement for any reason shall not excuse Client's obligation to pay in full any and all amounts due, nor shall termination by Accrument result in a refund of fees paid.

10. GENERAL PROVISIONS

10.1 **Force Majeure.** Neither party shall have the right to terminate the Agreement or a Schedule and neither party shall incur any liability to the other party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this section. Such events, occurrences, or causes shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or

explosions ("Force Majeure Events"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10.2 **Assignment.** Accrument may assign the Agreement and all of its rights and obligations herein without Client's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Agreement without the prior written consent of the other party.

10.3 **Notice of U.S. Government Restricted Rights.** If the Client hereunder is the U.S. Government, or if the Software are acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software are commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S.

GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.4 **Export.** Client shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.5 **Non-solicitation.** During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the solicitation or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.6 **Compliance.** During the term of this Master Agreement and for a period of one year following its termination, Client shall maintain and make available to Accrument records sufficient to permit Accrument or an independent auditor retained by Accrument to verify, upon ten days' written notice, Client's full compliance with the terms and requirements of the Agreement. Such audit shall be performed during regular business hours. If such verification process reveals any noncompliance by Client with the Agreement, Client shall reimburse Accrument for the reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor) incurred by Accrument, and Client shall promptly cure any such noncompliance, including without limitation through the payment of any and all fees owed to Accrument during the period of noncompliance; provided, however, that the obligations under this section do not constitute a waiver of Accrument's termination rights. Client acknowledges that the Software includes a license manager component to track usage of the Software and agrees not to impede, disable or otherwise undermine such license manager's operation.

10.7 **Notices.** Any notice required or permitted to be sent under the Agreement shall be delivered by hand, by overnight courier, or by registered mail, return receipt requested, to the address of the parties first set forth in the Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.8 Relationship. The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.9 Invalidity. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.10 Survival. The following provisions will survive any termination or expiration of the Agreement or a Schedule: sections 1, 2, 3, 4, 6.1, 6.2, 6.3, 6.5, 7, 8, 9, and 10.

10.11 No Waiver. Any waiver of the provisions of the Agreement or of a party's rights or remedies under the Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the

Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such party's right to take subsequent action.

10.12 Entire Agreement. The Master Agreement and Schedules constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order or other business processing document shall have no effect.

10.13 No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and

benefits afforded to Accruent under the Agreement shall apply equally to the owner of the Third Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of the Agreement, with respect to the Third Party Software.

10.14 Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in the State of California to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing jurisdiction in California under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum. The parties agree that this contract is not a contract for the sale of goods; therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform

Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

10.15 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of any Schedule, the provisions of this Master Agreement shall control unless the Schedule expressly states the intent to supersede a specific portion of the Master Agreement.

To the extent any provision of this Master Agreement or a Schedule conflict with the provisions of a Third Party EULA, the Third Party EULA will take precedence.

In the event of a conflict between an Order Document and this Agreement, this Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, license scope and License Metrics, tax exempt status, payment terms, shipping instructions and the like shall be specified on each Order Document. All pre-printed terms of any Client purchase order or other business processing document shall have no effect.

10.16 Headings and Drafting. The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a party based on the author of the document.

10.17 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

END OF MASTER AGREEMENT

Appendix B – Perpetual License and Maintenance Schedule

PERPETUAL SOFTWARE LICENSE AND MAINTENANCE SCHEDULE

This Schedule is entered into between Accruent, LLC ("Accruent") and the customer listed in the signature block below. The provisions of the Master Agreement ("Master Agreement") dated _____ between the parties are hereby fully incorporated herein by reference. The above parties agree to the following:

1. DEFINITIONS

Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Master Agreement.

"Certified Operating Environment" or "COE" means hardware, operating system, middleware, database products and other software on which Accruent indicates the Software will operate.

"Error" means a material failure of the Software to conform to its functional specifications described in the Documentation that is reported by Client to and replicable by Accruent.

"License Metrics" means the limitation on the usage of each of the Software and Maintenance services as designated and/or defined in the applicable Order Document by a term such as _____ (customize, e.g. named user, number of servers etc).

"Territory" means the certain geographic areas, specified in the Order Document, in which the Software may be used.

2. LICENSE

2.1 License Grant. Subject to the terms and conditions of this Schedule and the Master Agreement including without limitation the restrictions set forth in Section 6.2 of the Master Agreement and timely payment of the applicable fees, Accruent hereby grants to Client a limited, non-exclusive, personal, non-transferable and perpetual (subject to Accruent's termination rights as set forth herein) license to (i) install, run and use the Software listed in the Order Document in the COE and in the Territory, solely for Client's own business operations and solely as enabled by the license keys, and (ii) use the Documentation in connection with such use of the Software.

The Software may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are purchased. Fees are based on License Metrics purchased and not actual usage.

2.2 Third Party Software. Use of the Third Party Software, if any, is subject to all terms and conditions of the applicable Third Party EULA. Client shall use the Third Party Software solely in conjunction with the Accruent Software and Client shall have no broader use rights with respect to the Third Party Software than it has to the Accruent Software.

2.3 Copies. Client may make a reasonable number of machine-readable copies of the Software solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Client shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform Accruent in writing of such number and location upon request.

3. MAINTENANCE SERVICES

3.1 Subject to Client's timely payment of applicable Maintenance fees, Accruent will provide to Client the Maintenance services for the maintenance plan indicated in the Order Document during the specified period.

3.2 Updates are provided if and when available and Accruent is under no obligation to develop any future programs or functionality. Accruent is under no obligation to provide Maintenance with respect to: (i) Software that has been altered or modified by anyone other than Accruent or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) Software used other than in accordance with the Documentation or other than on a COE; (iv) discrepancies that do not significantly impair or affect the operation of the Software; or (v) any systems or programs not supplied by Accruent. If an Error was corrected or is not present in a more current version of the Software, Accruent shall have no obligation to correct such Errors in prior versions of the Software.

3.3 Subject to timely payment of the applicable fees, Maintenance is provided for all Software, unless otherwise noted in the Order Document, provided however that with respect to Third Party Software, Accruent's obligation is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software.

3.4 Maintenance starts on the delivery of the Software and continues through the expiration of the initial term set forth in the Order Document ("Initial Term"). Following the end of the Initial Term, Maintenance shall automatically renew for the same length as the Initial Term ("Renewal Term"), unless Client gives written notice 60 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate Maintenance. The pricing for the first twelve months of any Renewal Term shall be provided in writing by Accruent no less than 90 days prior to the end of the Initial Term or any Renewal Term.

3.5 If ordered, Maintenance must be ordered for all License Metrics licensed by Client and its Affiliates.

3.6 Fees for Maintenance Services do not include implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems interface development.

3.7 It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the Software. Failure to do so could result in increased service call fees if such service calls are deemed excessive as a result of insufficient training, at Accruent's discretion.

3.8 Client shall ensure that Accruent's assigned technical personnel are able to access the System remotely. Client shall be responsible for providing access through any security measures it deems necessary. Accruent alone shall decide whether access to the System is sufficient for Maintenance purposes. "System" means the total complement of hardware and Software furnished and maintained by Accruent.

4. WARRANTIES AND DISCLAIMERS

4.1 Accruent Software. Accruent warrants that, for a period of 90 days from the Delivery Date of the Accruent Software, the Accruent Software, as updated and used in accordance with the Documentation and in the COE, will operate in all material respects in conformity with the Documentation. "Delivery Date" as used herein means the date(s)

on which each Accruent Software is made available to Client for electronic download on Accruent FTP site.

If the Accruent Software does not perform as warranted, Accruent shall use commercially reasonable efforts to correct Errors. As Client's exclusive remedy for any claim under this warranty, Client shall promptly notify Accruent in writing of its claim within the warranty period. Provided that such claim is determined by Accruent to be Accruent's responsibility, Accruent shall, within 30 days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Accruent, then Accruent or Client may terminate the affected portion of the Accruent Software license and Client will be entitled to a refund of the license fees paid for the affected portion of the Accruent Software. The preceding warranty cure shall constitute Accruent's entire liability and Client's exclusive remedy for cure of the warranty set forth herein. If Client elects not to terminate the license for the affected portion of the Accruent Software, Client waives all rights for the applicable warranty cure set forth herein.

Accruent is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the Accruent Software by anyone other than Accruent; (ii) the combination, operation or use of the Accruent Software with any items that are not part of the COE; (iii) Client's failure to use any new or corrected versions of the Accruent Software made available by Accruent; (iv) customizations developed by Accruent at the request of Client; (v) Accruent's adherence to Client's specifications or instructions; or (vi) Client deviating from the Accruent Software operating procedures described in the Documentation.

4.2 Third Party Software. Accruent warrants that it is an authorized distributor of the Third Party Software.

Accruent makes no warranty with respect to any Third Party Software. Client's sole remedy with respect to such Third Party Software shall be pursuant to the original licensor's warranty, if any, to Accruent, to the extent permitted by the original licensor. Third Party Software is made available by Accruent on an "AS IS, AS AVAILABLE" BASIS.

4.3 Disclaimers. THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF, AND ACCRUENT, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY ACCRUENT, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

5. TERMINATION

5.1. This Schedule and the licenses granted hereunder may be terminated by either party for cause in accordance with section 9 of the Master Agreement. Sections 4.3 and 5 hereof and the surviving provisions of the Master Agreement shall survive any such termination.

The Effective Date of this Schedule shall be _____.

IN WITNESS WHEREOF, the parties have caused this Perpetual License and Maintenance Schedule to be executed by their duly authorized representatives as identified below.

[Client Legal Name]

Accruent, LLC

Authorizing Signature	
Name	
Address	
Title	
Date	

Authorizing Signature	
Name	
Address	
Title	
Date	

Appendix C – Subscription License Schedule

SUBSCRIPTION LICENSE AND MAINTENANCE SCHEDULE

This Schedule is entered into between Accruent LLC (“**Accruent**”) and the customer listed in the signature block below. The provisions of the Master Agreement (“**Master Agreement**”) dated _____ between the parties are hereby fully incorporated herein by reference. The above parties agree to the following:

1. DEFINITIONS.

Capitalized terms that are not otherwise defined in this Schedule have the meanings set forth in the Master Agreement.

“**Certified Operating Environment**” or “**COE**” means hardware, operating system, middleware, database products and other software on which Accruent indicates the Software will operate.

“**Error**”: a material failure of a Software to conform to its functional specifications described in the Documentation that is reported by Client to and replicable by Accruent.

“**License Metrics**”: the limitation on the usage of each of the SaaS Services as designated and/or defined in the applicable Order Document by a term such as _____ (customize, e.g.: numbers of users, reports, titles, leases etc)

“**Territory**” means the certain geographic areas, specified in the Order Document, in which the Software may be used.

2. TERM; RENEWAL; TERMINATION.

2.1 Term and Renewal. The license to the Software and provision of associated Maintenance is provided on a subscription basis (“**Subscription**”) which commences on the date specified in the Order Document and continues for the term set forth in the Order Document (“**Initial Term**”). Following the end of the Initial Term, the Subscription shall automatically renew for the same length as the Initial Term (a “**Renewal Term**”) unless Client gives written notice 60 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate the Subscription. The pricing for the first twelve months of any Renewal Term shall be provided by Accruent in writing no less than 90 days prior to the end of the Initial Term or any Renewal Term. The Initial Term and Renewal Terms are collectively referred to as the “**Term**”.

2.2 Termination. This Schedule may be terminated for cause by either party in accordance with section 9 of the Master Agreement. Sections 1, 2, and 5.3 hereof and the surviving provisions of the Master Agreement shall survive expiration or termination of this Schedule.

3. SOFTWARE LICENSE

3.1 License Grant. Subject to the terms and conditions of this Schedule and the Master Agreement including without limitation the restrictions set forth in Section 6.2 of the Master Agreement and timely payment of the applicable fees, Accruent hereby grants to Client a limited, non-exclusive, personal, non-transferable license to, during the Term (i) install, run and use the Software listed in the Order Document in the COE and in the Territory, solely for Client’s own business operations and solely as enabled by the license keys, and (ii) use the Documentation in connection with such use of the Software.

The Software may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are purchased. Fees are based on License Metrics purchased and not actual usage.

3.2 Third Party Software. Accruent may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements. Use of the Third Party Software, if any, is subject to all

terms and conditions of the applicable Third Party EULA. Client shall use the Third Party Software solely in conjunction with the Accruent Software and Client shall have no broader use rights with respect to the Third Party Software than it has to the Accruent Software.

3.3 Copies. Client may make a reasonable number of machine-readable copies of the Software solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Client shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform Accruent in writing of such number and location upon request.

4. MAINTENANCE

4.1 Subject to Client’s timely payment of the Subscription fees, Accruent will provide to Client the Maintenance services for the maintenance plan indicated in the Order Document during the Term.

4.2 Updates are provided if and when available, and Accruent is under no obligation to develop any future programs or functionality. Accruent is under no obligation to provide Maintenance with respect to: (i) Software that has been altered or modified by anyone other than Accruent or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) Software used other than in accordance with the Documentation or other than on a COE; (iv) discrepancies that do not significantly impair or affect the operation of the Software; or (v) any systems or programs not supplied by Accruent. If an Error was corrected or is not present in a more current version of the Software, Accruent shall have no obligation to correct such Errors in prior versions of the Software.

4.3 Subject to timely payment of the Subscription fees, Maintenance is provided for all Software, unless otherwise noted in the Order Document, provided however that with respect to Third Party Software, Accruent’s obligation is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software.

4.4 If ordered, Maintenance must be ordered for all License Metrics licensed by Client.

4.5 Subscription fees do not include implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems interface development.

4.6 It is Client’s responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the Software. Failure to do so could result in increased service call fees if such service calls are deemed excessive as a result of insufficient training, at Accruent’s discretion.

4.7 Client shall ensure that Accruent’s assigned technical personnel are able to access the System remotely. Client shall be responsible for providing access through any security measures it deems necessary. Accruent alone shall decide whether access to the System is sufficient for Maintenance purposes. “**System**” means the total complement of hardware and Software furnished and maintained by Accruent.

5. WARRANTIES AND DISCLAIMER.

File: _____

Accruent Confidential

Page 1 of 2

5.1 Accruent Software. Accruent warrants that, for a period of 90 days from the Delivery Date of the Accruent Software, the Accruent Software, as updated and used in accordance with the Documentation and in the COE, will operate in all material respects in conformity with the Documentation. **“Delivery Date”** as used herein means the date(s) on which each Accruent Software is made available to Client for electronic download on Accruent FTP site.

If the Accruent Software does not perform as warranted, Accruent shall use commercially reasonable efforts to correct Errors. As Client's exclusive remedy for any claim under this warranty, Client shall promptly notify Accruent in writing of its claim within the warranty period. Provided that such claim is determined by Accruent to be Accruent's responsibility, Accruent shall, within 30 days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Accruent, then Accruent or Client may terminate the affected portion of the Accruent Software license and Client will be entitled to a refund of the Subscription fees paid for the affected portion of the Accruent Software. The preceding warranty cure shall constitute Accruent's entire liability and Client's exclusive remedy for cure of the warranty set forth herein. If Client elects not to terminate the Subscription for the affected portion of the Accruent Software, Client waives all rights for the applicable warranty cure set forth herein.

Accruent is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the Accruent Software by anyone other than Accruent; (ii) the combination, operation or use of the Accruent Software with any items that are not part of the COE; (iii) Client's failure to use any new or corrected versions of the Accruent Software made available by Accruent; (iv)

customizations developed by Accruent at the request of Client; (v) Accruent's adherence to Client's specifications or instructions; or (vi) Client deviating from the Accruent Software operating procedures described in the Documentation.

5.2 Third Party Software. Accruent warrants that it is an authorized distributor of the Third Party Software.

Accruent makes no warranty with respect to any Third Party Software. Client's sole remedy with respect to such Third Party Software shall be pursuant to the original licensor's warranty, if any, to Accruent, to the extent permitted by the original licensor. Third Party Software is made available by Accruent on an "AS IS, AS AVAILABLE" BASIS.

5.3 Disclaimers. THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF, AND ACCRUENT, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY ACCRUENT, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

The Effective Date of this Schedule shall be _____.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Subscription License and Maintenance Schedule to be executed by their duly authorized representatives as identified below.

[Client Legal Name]

Accruent, LLC

Authorizing Signature	
Name	
Address	
Title	
Date	

Authorizing Signature	
Name	
Address	
Title	
Date	

Appendix D – Professional Services Schedule

PROFESSIONAL SERVICES SCHEDULE

This Schedule is entered into between Accruent LLC ("Accruent") and the customer listed in the signature block below. The provisions of the Master Agreement ("Master Agreement") dated _____ between the parties are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Master Agreement. The above parties agree to the following.

1. SERVICES.

1.1 Work Authorizations/Statements of Work. Accruent will perform the mutually agreed upon services for Client described in one or more work orders, work authorizations or statements of work or Order Documents (collectively "SOW") as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Except as expressly stated elsewhere in this Schedule, in the event of a conflict between the terms of this Schedule and the terms of a SOW, the terms of this Schedule shall prevail.

1.2 Change Orders. Either party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order shall specify the change(s) to the services or deliverables, and the effect on the time of performance and on the fees owed to Accruent, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

1.3 Costs. Unless otherwise expressly stated in the applicable SOW, Professional Services shall be provided on a time and materials ("T&M") basis at Accruent's T&M rates in effect at the time the Professional Services are performed. On a T&M engagement, if an estimated total amount is stated in the applicable SOW, that amount is solely a good faith estimate for Client's budgeting and Accruent's resource scheduling purposes and not a guarantee that the work will be completed for that amount. If Client wishes the Accruent personnel to perform on Client's site, Client agrees it shall give Accruent at least two (2) weeks' prior notice so Accruent can make appropriate travel arrangements.

1.4 Delays/Costs Overruns. In the event of any delay in Client's performance of any of the obligations set forth herein or any other delays caused by Client, the milestones, fees and date(s) set forth in the SOW shall be adjusted on a T&M basis as reasonably necessary to account for such delays, and the adjustment shall be made by change order in accordance with the provisions of section 1.2 above. If Client reschedules Services hereunder on less than ten (10) days prior written notice, Customer will reimburse Accruent for the delayed resources for the duration of the delay up to ten (10) days on a T&M basis.

2. PROJECT MANAGEMENT.

2.1 Responsibility. Accruent shall be responsible for securing, managing, scheduling, coordinating and supervising Accruent personnel, including its subcontractors, in performing the Services.

2.2 Cooperation. Client shall provide Accruent with commercially reasonable cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by Accruent in order to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by Accruent from time to time. Client acknowledges and agrees that Accruent performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. Accruent shall be entitled to rely on all decisions and approvals of Client.

2.3 Client Data. Client's data must be provided to Accruent in a format approved by Accruent or additional charges will apply. Client is responsible for the accuracy and completeness of its information and Client Data. Accruent's performance is dependent on Client's timely provision of accurate and complete resources and information, including but not limited to detailed, precise and clear specifications for any deliverables.

2.4 Remote Access. For installation of the System, Client shall ensure that Accruent's assigned technical personnel are able to access the System remotely. Client shall be responsible for providing access through any security measures it deems necessary. Accruent alone shall decide whether access to the System is sufficient for installation purposes. "System" means the total complement of hardware and Software furnished and maintained by Accruent.

3. LICENSE AND OWNERSHIP.

3.1 Ownership. All intellectual property rights including all copies thereof in any Accruent products and the results of the Services including (without limitation) all deliverables, documentation, training materials and all Intellectual Property embodied herein shall, subject to Section 3.2 below, vest solely and absolutely in Accruent or its licensors.

3.2 Limited License. Accruent grants Client, upon full payment of the applicable fees and charges, and subject to the restrictions set forth in Section 6.2 of the Master Agreement, a personal, nontransferable, nonexclusive, irrevocable license to use the deliverables solely for its own internal business needs.

4. SUPPLEMENTAL TERMS FOR TRAINING SERVICES.

4.1 General. Training services specified in the Order Document are held at a mutually agreed upon time and location and may be in Classroom or Web-based. Training fees are payable prior to the start of the course, which payment may be in the form of redemption of Training Credits, if any. Courses that are canceled 10 or more business days prior to the start date will be eligible for a full refund or reinstatement of the Training Credit. If a Course is canceled by Client within the 10-business day period before the course, 50% of the course fee (or Training Credit) will be forfeited. Accruent's training products, prices, policies and course schedules are subject to change without notice.

4.2 Training Credits. "Training Credits" are a prepaid training account that can be redeemed for training on Accruent's products and services (Classroom or Web-based) in accordance with the terms and conditions specified in the Order Document. Unless otherwise specified in the Order Document, Training Credits are licensed on a Named User basis and are not transferable to any other Client employee or person. "Named User" means the specific Client employee with a login ID and password that is unique to that specific person.

Training Credits are purchased on a subscription basis and are valid for the term set forth in the applicable Order Document ("Initial Term"). Following the end of the Initial Term, Training Credits subscriptions shall automatically renew for the same length as the Initial Term (a

“Renewal Term”) unless Client gives written notice 60 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate the Service. The pricing for the first twelve months of any Renewal Term shall be provided by Accruent in writing no less than 90 days prior to the end of the Initial Term or any Renewal Term.

Unused funds at the expiration of the Initial Term or a Renewal Term are not refundable and cannot be used for future purchases or carried over to any Renewal Term.

4.3 Use Limitations. Unless otherwise explicitly agreed in writing by Accruent, Client is only allowed user access rights to any training course up to the number of Named Users purchased as shown in the Order Document Named Users may not share access rights, or the training course content, with others and may only access the training course for personal training use as specifically licensed.

5 TERMINATION.

This Schedule may be terminated in accordance with section 9 of the Master Agreement.

Where the non-breaching party has a right to terminate this Schedule, the non-breaching Party may at its discretion either terminate this Schedule, or the applicable SOW.

Upon termination for any reason, all work products, including all drafts and works in progress of deliverables shall be delivered to Client. Upon Accruent’s receipt of a notice of termination, Accruent shall cease and shall cause any agent or subcontractor to cease all work under, the applicable SOW and minimize any additional costs or reimbursable expenses unless otherwise directed in writing by Client. Except as may be expressly set forth in the applicable SOW, Client shall pay Accruent fees for services performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith. The parties’ obligations under this section and Section 3 of this Schedule and the surviving provisions of the Master Agreement shall survive any termination of this Schedule.

The Effective Date of this Schedule shall be _____.

IN WITNESS WHEREOF, the parties have caused this Professional Services Schedule to be executed by their duly authorized representatives as identified below.

[Client Legal Name]

Accruent, LLC

Authorizing Signature	
Name	
Address	
Title	
Date	

Authorizing Signature	
Name	
Address	
Title	
Date	

Appendix E – Hosting Services Schedule

HOSTING SERVICES SCHEDULE

This Schedule is entered into between _____ (“Accruent”) and the customer listed in the signature block below. The provisions of the Master Agreement (“Master Agreement”) dated _____ between the parties are hereby fully incorporated herein by reference. The above parties agree to the following:

1. DEFINITIONS.

Capitalized terms that are not otherwise defined in this Schedule have the meanings set forth in the Master Agreement.

“**Error**”: a material failure of the hosted Software to conform to its functional specifications described in the Documentation.

“**License Metrics**”: the limitation on the usage of each of the Hosting Services as designated and/or defined in the applicable Order Document by a term such as Named or Concurrent Users.

“**Malicious Code**”: computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

2. TERM; RENEWAL; TERMINATION.

2.1 Term and Renewal. Hosting Services commence on the date specified in the Order Document and continue for the term set forth in the Order Document (“**Initial Term**”). Following the end of the Initial Term, Hosting Services shall automatically renew for the same length as the Initial Term (a “**Renewal Term**”) unless Client gives written notice 60 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate the Service. The pricing for the first twelve months of any Renewal Term shall be provided by Accruent in writing no less than 90 days prior to the end of the Initial Term or any Renewal Term. The Initial Term and Renewal Terms are collectively referred to as the “**Term**”.

2.2 Termination. This Schedule may be terminated for cause by either party in accordance with section 9 of the Master Agreement. Sections 1, 2, and 6 hereof and the surviving provisions of the Master Agreement shall survive expiration or termination of this Schedule. Upon termination of the Hosting Services, and provided Client is not in breach of any of its obligations under the Agreement, Accruent will, upon Client’s written request and payment of the applicable fees, provide a backup copy of Client’s Data (a then-current fee schedule will be provided upon request).

3. GRANT OF USE.

Subject to the timely payment of the applicable fees, the terms of this Schedule and the Master Agreement, Accruent grants to Client, for the Initial Term and each Renewal Term, the right to access and use the Hosting Services, as more fully described in the Order Document, solely for Client’s internal business purposes. Such access and use is subject to the terms of the Master Agreement, including without limitation the restrictions set forth in Section 6.2 of the Master Agreement.

Hosting Services purchased may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The added License Metrics shall have the same term as the then applicable Term. Fees are based on Services and License Metrics purchased and not actual usage.

4. SERVICES.

4.1 Hosting Environment. Client is solely responsible for obtaining and maintaining at its own expense, all equipment needed

to access the Hosting Services, including but not limited to Client’s Internet access.

4.2 Service Availability. Accruent shall use commercially reasonable efforts to make the Hosting Services available, except for:

(a) planned downtime (of which Accruent shall give at least 8 hours notice via the Hosting Services and which Accruent shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond Accruent’s reasonable control, including without limitation, Force Majeure Events, or Internet service provider failures or delays.

Client acknowledges that Accruent does not control the transfer of data over telecommunications facilities, including the Internet. Accruent does not warrant secure operation of the Hosting Services or that it will be able to prevent third party disruptions of such Services. Client acknowledges further that the Hosting Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Accruent is not responsible for any delays, delivery failures, or other damage resulting from such problems.

4.3 Maintenance Services. Subject to Client’s timely payment of applicable Maintenance Services fees, Accruent will provide to Client the Maintenance services for the Maintenance plan indicated in the Order Document, under Accruent’s Maintenance policies in effect at the time the Services are provided for the level of Services ordered. Accruent shall manage and install all Updates of the hosted Software. Updates are provided when and if available, and Accruent is under no obligation to develop any future programs or functionality. Accruent is under no obligation to provide Maintenance with respect to: (i) Software that has been altered or modified by anyone other than Accruent or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) Software used other than in accordance with the Documentation; (iv) discrepancies that do not significantly impair or affect the operation of the Hosting Services; or (v) any systems or programs not supplied by Accruent. Accruent reserves the right to correct Errors in the latest version of the hosted Software. Unless otherwise expressly provided in the applicable Order Document, any Maintenance services for Third Party Software must be separately contracted for by Client with the applicable vendor. OR: Subject to timely payment of the applicable fees, Maintenance is provided for all Software, unless otherwise noted in the Order Document, provided however that with respect to Third Party Software, Accruent’s obligation is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software.

4.4 Backups and Restoration Services. Provided Client is not otherwise in breach of the Agreement, Accruent will provide backup copies and/or database restoration, upon written request and subject to Client’s payment of applicable fees for such service (a then-current fee schedule will be provided upon request).

4.5 Exclusions. Fees for Hosting Services do not include Maintenance, implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems interface development. It is Client’s responsibility to ensure that all appropriate users receive initial training services

sufficient to enable Client to effectively use the Hosting Services. Failure to do so could result in increased service call fees if such service calls are deemed excessive as a result of insufficient training, at Accruent's discretion.

5. CERTAIN OBLIGATIONS.

5.1 Passwords; Security. Client is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Client is entirely responsible for any and all activities that occur under Client's account. Client agrees to immediately notify Accruent of any unauthorized use of Client's account or any other breach of security known to Client. Accruent shall have no liability for any loss or damage arising from Client's failure to comply with these requirements. Accruent will maintain Client passwords as confidential and will not disclose them to third parties.

5.3 Client Data. Client shall be solely responsible for the accuracy, quality, integrity and legality of Client Data and of the means by which it acquired Client Data.

5.4 Acceptable Use. Client acknowledges and agrees that Accruent does not monitor or police the content of communications or data of Client or its users transmitted through the Services, and that Accruent shall not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains Malicious Code; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law. Client further agrees not to interfere or disrupt networks connected to the Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Hosting Services. Accruent may remove any violating content posted on the Services or transmitted through the Services, without notice to Client. Accruent may suspend or terminate any user's access to the Hosting Services upon notice in the event that Accruent reasonably determines that such user has violated the terms and conditions of this Schedule.

6. DISCLAIMER.

6.1

Third Party Software and Content. Client acknowledges that Accruent may use Third Party Software in performance of the Hosting Services. Accruent may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements. The provision of Content is subject to availability from third party Content

providers and Accruent shall have no liability should such Content become unavailable for any reason or is no longer available under reasonable commercial terms. Client's use of any Third Party Software shall be subject to, and Client and users shall comply with this Schedule and any applicable Third Party EULAs. Accruent makes no warranty with respect to any Third Party Software and Content.

Client's sole remedy with respect to such Third Party Software shall be pursuant to the original licensor's warranty, if any, to Accruent, to the extent permitted by the original licensor. Content and Third Party Software are made available on an "AS IS, AS AVAILABLE" BASIS.

6.2 Disclaimer. ACCRUENT, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY HOSTED SOFTWARE AND HOSTING SERVICES, ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT AND/OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY ACCRUENT, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. Client acknowledges that use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent security precautions and illegally gain access to the Services and Client Data. Accordingly, Accruent cannot and does not guaranty the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.

7. INDEMNIFICATION

Client shall defend Accruent against any claim, demand, suit, or proceeding made or brought against Accruent by a third party alleging that (i) the Client Data, or Client's or its users' use of the Hosting Services in violation of the Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, or (ii) a claim arising from the breach by Client or its users of the Acceptable Use Policy as described in this Schedule, and shall indemnify Accruent for any damages finally awarded against, and for reasonable attorney's fees incurred by, Accruent in connection with any such claim that are specifically attributable to such claim, or those costs and damages agreed to in a monetary settlement of such action; provided that Accruent (a) promptly gives Client written notice of the claim, (b) gives Client sole control of the defense and settlement of the claim (provided that Client may not settle or defend any Claim unless it unconditionally releases Accruent of all liability), and (c) provides Client all reasonable assistance, at Client's cost.

The Effective Date of this Schedule shall be _____.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Hosting Services Schedule to be executed by their duly authorized representatives as identified below.

[Client Legal Name]

Accruent

Authorizing Signature	
Name	
Address	
Title	
Date	

Authorizing Signature	
Name	
Address	
Title	
Date	

Appendix F – Order Document



ORDER DOCUMENT
Perpetual License, Maintenance and Professional Services

This Order Document # 00____ incorporates by reference and is governed by the terms and conditions of the _____ Agreement, dated _____, ("Agreement") between _____ ("Client") and Accruent, LLC ("Accruent"), ("**Agreement**") and is effective as of _____.

Accruent, LLC
10801-2 N. Mopac Expressway, Suite 400,
Austin, TX 78759

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

The parties accept and agree to this Order Document, as follows:

Accruent reserves the right to reject this Order Document if it is not signed and returned to Accruent prior to _____

CLIENT CONTACT INFORMATION

Contract Administrator: _____
Address: _____
E-mail: _____ Voice: _____
Fax: _____ Cell: _____

Technical Contact/Download Recipient: _____
Address: _____
E-mail: _____ Voice: _____
Fax: _____ Cell: _____

Billing Contact: _____
Address: _____
E-mail: _____ Voice: _____
Fax: _____

Shipping Contact: _____
Address: _____
E-mail: _____ Voice: _____
Fax: _____

<p>Does Client require a purchase order for this order?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No.</p> <p>If yes, PO# _____</p>	<p>Tax ID Number: _____</p> <p>Is Client Tax Exempt ?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No.</p> <p>If yes, Please provide exemption certificate</p>
---	---

ACCRUENT SOFTWARE LICENSE					
	License Metric Quantity	License Period	Installation site	Discounted Cost	Annual Maintenance
TOTAL				\$	\$
Payment terms	100% of the License and first year annual Maintenance fees shall be invoiced upon execution of this Order Document, for a total of \$_____, payable net thirty (30) days. Each subsequent year of maintenance will be due on the anniversary of the effective date of this Order Document.				

LICENSE METRICS AND USE SPECIFICATIONS DEFINITIONS
MAINTENANCE AND TECHNICAL SUPPORT
<p><u>Maintenance Level:</u></p> <p><input checked="" type="checkbox"/> Standard</p>
<p>Subject to Client's timely payment of applicable Maintenance fees, Accruent will provide to Client the Maintenance services for the maintenance plan indicated in the Order Document during the specified period.</p> <p>a. Updates are provided if and when available and Accruent is under no obligation to develop any future programs or functionality. Accruent is under no obligation to provide Maintenance with respect to: (i) Software that has been altered or modified by anyone other than Accruent or its licensors; (ii) a release</p>

for which Maintenance has been discontinued; (iii) Software used other than in accordance with the Documentation or other than on a COE; (iv) discrepancies that do not significantly impair or affect the operation of the Software; or (v) any systems or programs not supplied by Accruent. If an error was corrected or is not present in a more current version of the Software, Accruent shall have no obligation to correct such errors in prior versions of the Software.

b. Subject to timely payment of the applicable fees, Maintenance is provided for all Software, unless otherwise noted in the Order Document, provided however that with respect to Third Party Software, Accruent's obligation is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software.

c. If ordered, Maintenance must be ordered for all License Metrics licensed by Client and its Affiliates.

d. Fees for Maintenance do not include implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems interface development.

e. It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the Software. Failure to do so could result in increased service call fees if such service calls are deemed excessive as a result of insufficient training, at Accruent's discretion.

f. Client shall ensure that Accruent's assigned technical personnel are able to access the System remotely. Client shall be responsible for providing access through any security measures it deems necessary. Accruent alone shall decide whether access to the System is sufficient for Maintenance purposes. "System" means the total complement of hardware and Software furnished and maintained by Accruent.

Support Contacts:

Maintenance may only be requested by two (2) support contacts. Client may change these contacts to other qualified personnel by promptly delivering to Accruent the names of the new contacts. The Maintenance fees are related to the number of contacts; access to support by any additional contacts will be subject to additional Maintenance fees. The initial Support Contacts of Client are:

Name: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Address: _____	Address: _____
Email: _____	Email: _____

Appendix G – FAMIS On Demand Detailed Proposal for TCPN

Where business is done...



FAMIS On Demand Proposal

Prepared for TCPN

Date Submitted: Feb 7th, 2012
Proposal Term: Valid for 90 days

Accruent FAMIS On Demand Proposal for TCPN

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Certain material in this proposal is subject to change without notice.



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PROPOSED SOLUTION

Organizations today are challenged by the cost, complexity and compliance imperatives of enterprise applications. IT Services spending continues to increase with estimated costs now over \$368 Billion annually. New technology integration increases the complexity of application management, and compliance burdens such as Sarbanes-Oxley, increase operational risk.

To resolve this challenge, Accruent offers FAMIS On Demand, our application service provider (ASP) model, which is the proposed solution for TCPN. FAMIS On Demand offers an integrated suite of enterprise facilities management applications and infrastructure services within a flexible, pay-as-you-go, utility-like cost model. Experts estimate that for every dollar spent on enterprise software, five or more dollars are spent to operate and maintain the solution. FAMIS On Demand was created to reduce the overall costs, complexity and compliance efforts associated with managing enterprise applications. Through Accruent's operational platform, customers can fully optimize their solution, while benefiting from our significant investments in process automations, technology infrastructure and talent. Accruent offers a comprehensive mix of ongoing applications management and infrastructure support services in a variety of delivery models, allowing customers to select the model that best suits resource requirements and timeline imperatives.

Accruent has leveraged its expertise in infrastructure, applications management and professional services to formulate an affordable, cost-effective solution to provide our customers a simple, powerful and cost-effective means to achieve budget predictability in IT operations.



SERVICES

Change is continual in today's business environment. To stay efficient and remain competitive, organizations must continually keep up with the latest technology and service trends. Despite the ongoing necessity to remain in line with or in front of the technology curve, many organizations have difficulty doing so in a timely, cost-effective manner. Many organizations put off upgrading their enterprise software applications because the process is a shock to the system—not just the IT system, but also the business system.

Accruent's FAMIS On Demand ASP approach takes a different perspective on change management: change should be embraced. While traditional outsourcing firms attempt to keep change to a minimum, we want to keep our customers on the most current versions of our software. Moving our customers forward ensures that they continue to use the latest features and reduces their overall support costs.

With FAMIS On Demand, this is all automatic. We continually perform system tests, as well as provide patches and upgrades to the platform and security software as necessary. Also, with each new FAMIS production release, we perform the necessary upgrades for all of our customers' FAMIS On Demand implementations. This all happens for you overnight and with no disruption to your internal IT system or, more importantly, your business system.

In either the Subscription or Hosted model, Accruent manages and maintains the FAMIS applications, including security, patches, and system upgrades, automatically, safely, and correctly.

FAMIS On Demand is designed to make every facet of the software ready for hosting from the start. Pure online software services are the key to simplifying your back office. Below are key benefits of the FAMIS On Demand hosting services:

- Online service software is managed from a central location by Accruent.
- IT is simplified by masking complexities.
- IT costs become operational expenditures, not capital expenditures.
- Operating costs are reduced.
- Flexibility and scalability are increased.
- Accruent's IT staff is dedicated to a single application, your FAMIS On Demand, not an entire network of pieced-together applications.
- Single instance upgrades ensure the latest version is available.
- Development on individual applications can happen without causing downtime.
- Software upgrades can be deployed overnight.
- There is no need to create an application from the ground up; simply configure pre-designed software modules to fit clear business needs.

Customizations

Accruent recognizes that the uniqueness of your organization may require customizations to the FAMIS software. We will not only create and host customizations for you, but we will also automatically fix software defects in the customizations and reapply your customizations to FAMIS software updates all as part of the FAMIS On Demand service.

DATA CENTER

Because FAMIS is critical to your operations, Accruent has ensured that FAMIS On Demand data and applications are housed in a safe, reliable, secure data center.

Facility

The state-of-the art data center is located in a subterranean facility in a "Class A" office building. The facility features high security, climate-control, raised flooring, uninterruptible power supplies, a sophisticated fire suppression system, redundant, high speed Internet connections (multiple OC3s), backup batteries and diesel generators, Cisco routers and switches, and the latest in automated backup systems. At the heart of the facility is the Network Operations Center (NOC), staffed 24 x 7 x 365 by administrators and engineers.

The FAMIS On Demand data center is secured through state-of-the-art security technologies including biometric hand scanners to ensure that only authorized personnel are allowed within the facilities.

Network Operations Center

The Network Operations Center (NOC) is the central nervous system of the data facility, a limited-access room with automated systems constantly monitoring server activity, Web traffic, and network performance. These utilities alert engineers to minute variations in performance well before a system failure occurs - so the engineers can repair, reboot or re-route to backup systems without any impact on your performance. Should a more serious problem threaten to interrupt service, the systems are capable of instantaneously redirecting traffic or activating backup systems.

Located within our secure server facility, FAMIS On Demand runs on Dell PowerEdge enterprise class servers. Each FAMIS On Demand server is tested thoroughly before it is brought live. Trained and certified technicians are on-site 24 x 7 in the unlikely event of a server malfunction or network problem.

Uninterruptible Power Supply

An Uninterruptible Power Supply (UPS) system monitors and regulates the external power feeds to the building. It acts as a buffer, protecting the servers from power dips and surges, and draws power from batteries—and, if necessary, diesel generators—the moment a feed is interrupted. Even backup systems have backup systems: the facility draws electricity from two independent power grids, and most systems are equipped with dual power supplies.

Batteries are the frontline defense against power interruption. The batteries will takeover the instant a power interruption occurs. In most cases the batteries would need to sustain facility operations independently for a maximum of 5 – 15 seconds before three diesel generators take over — but they hold enough power to sustain server operations for 16 hours. Once the Uninterruptible Power Supply (UPS) system has detected a power loss and compensated by activating backup systems, our triple-redundant diesel generators begin feeding power to the batteries within seconds. The generators produce enough electricity to maintain server operations and climate control systems for seven days.



SERVICE LEVEL AGREEMENT (SLA)

Ensuring highly available computer systems is not easy. Gartner reports: “Through 2005, enterprises that want to remove the majority of planned downtime (99-99.5 percent availability) will need to spend approximately 3.5 times the cost of a standard application. Only 20 percent of applications will (actually) achieve 99.50 percent availability.”

FAMIS On Demand is an Application Service Provider (ASP) for Accruent’s FAMIS suite. Our customers demand high availability and performance. FAMIS On Demand is available 24 hours a day, 7 days a week with a guaranteed 99.5% uptime.

Services

Network Services

FAMIS On Demand provides all necessary server hardware and communications for superior internet service. Its connections to multiple backbone providers and redundant network infrastructure ensure fast, reliable Internet access. You are only responsible for providing client computers with compliant web browsers and connections to the Internet.

Availability

FAMIS On Demand is available 24 hours per day, 7 days per week except for periods when it is offline for scheduled maintenance of the software, hardware, network or other service components. You will be notified at least 24 hours before any scheduled maintenance is performed. Scheduled maintenance is always performed outside of normal business hours. Normal business hours are 5:00 am – 5:00 pm Pacific, Monday through Friday.

Security

FAMIS On Demand provides a very secure environment to protect your data. User authentication is based on individual user names and passwords for each of your users. Passwords entered by users are encrypted to prevent them from being captured by unauthorized users. The FAMIS software provides full application authorization security so you can control each user’s privileges. FAMIS On Demand servers are protected using state-of-the-art firewalls.

Accruent currently uses SAVVIS as our FAMIS On Demand hosting provider. SAVVIS Hosting’s data center is Type II SAS 70 Certified. The detailed security policies may be released upon execution of a signed Non-Disclosure Agreement. However an overview of the security policies includes the following:

- 1) Access to the data center is secured using state-of-the-art biometric hand scanners to ensure that only authorized personnel are allowed near the server. Restriction of physical access to processing assets using
 - Badges
 - Reception Desks
 - Guards
 - Escorts
 - Locks

- 2) Environmental protection equipment is installed, tested, and monitored for
 - Fire suppression
 - Fireproofing
 - Water flooding
 - Power supply
 - Other environmental issues
- 3) Procedures ensure secure storage and disposition of information on media such as
 - Paper
 - Computer disks/tapes
 - Microfiche
 - Discarded hard drives
- 4) Associates, contractors, visitors, or temporary employees are escorted while on premises and access logs are maintained.

Disaster Recovery Plan

Accruent leverages the Disaster Recovery Plan that is administered by the SAVVIS hosting facility. Details can only be released under execution of a signed Non-Disclosure Agreement to SAVVIS.

SSL

SSL is available as an option using the standard Oracle Technology and a certificate from VeriSign. Our current FAMIS On Demand customers have not requested this service but we will provide it at no additional charge.

Shared Database

Accruent provides options for this, based upon your specific requirements.

The lowest priced option leverages the Oracle Virtual Private Database technology to utilize a shared database and application instance, enabling Accruent to pass on cost efficiencies.

Each organization's data is fully secure and separate.

Additional fee(s) may be negotiated for a custom data or application instance.

Custom Data Instance

A Custom Data Instance is required if enhancements utilized by the customer require changes to the standard data tables or views that are used by the base FAMIS applications. This fee includes the ability to create new data tables, staging tables for integrations or new data views for specialized reporting requirements.

Extended Data Schema

An Extended Data Schema is required if new data tables, staging tables for integrations or new data views for reporting are required but changes are not required to the base FAMIS data tables or views.

Data Management



Database Instances

Two complete database instances are provided to you. The Training database instance is used for general training, evaluation and testing. The Production database instance is used for your actual production data. Occasionally, you may want to “refresh” your Training database instance with a current copy of the data in your Production database instance. Refreshing your Training database will help make the training experience more applicable to the users “real world”. You may have the Training database instance refreshed by submitting a request to Accruent. We will refresh the Training database instance a total of two (2) times per month. More frequent refreshes or data loads can be provided for an additional cost.

Data Backup

Full database backups are performed for FAMIS On Demand once a week. Incremental backups are done nightly, Monday through Friday. Backups are stored for 28 days.

Problem Prioritization and Escalation Process

Step 1 – Report Problem

Trouble tickets are opened in any of three ways:

- 1) By Accruent Support Services, automatically upon detection of a fault.
- 2) By the customer calling Accruent Support at 877-345-3999 (toll free).
- 3) By the customer sending an e-mail describing the problem to support@accruent.com. This method should be used primarily for low-priority issues, as it cannot guarantee a specific delivery or receipt time.

Step 2 – Prioritize Problem

Accruent Support Services uses the following definitions to categorize problems. Customers are informed of the priority assigned to their problem while on the telephone with the Support staff or by an email reply. Tickets will be closed only after confirmation with customer is made.

Each customer-reported problem shall be evaluated and designated with a severity level as soon as received by Accruent using the following criteria:

- **Level 1 – Critical issue that results in a complete system outage or major application failure which prevents customer from performing a critical business process that has immediate financial impact or impact to data integrity. There is no workaround available.**
- **Level 2 – Serious issue that prevents the execution of a critical business process causing disruption of a major business function. The issue causes serious impact on daily functions or processing and there is no acceptable workaround.**
- **Level 3 – Issue that does not prevent the execution of a critical business process and does not impact data integrity. The problem may be circumvented using an available workaround.**
- **Level 4 – An inquiry and/or low system/business process impact issue. Examples include cosmetic defects on screens, errors in documentation, or an enhancement request.**

Step 3 – Escalation Process

The following chart shows the typical escalation process used by Accruent Support for reported problems.

Elapsed Time	Level 1	Level 2	Level 3	Level 4
0 hours	Support Services	Support Services	Support Services	Support Services
1 hours	Software Engineer			

Accruent FAMIS On Demand Proposal for TCPN

2 hours	Accruent Manager	Software Engineer		
4 hours	Accruent Executive	Accruent Manager		
8 hours			Software Engineer	
1 Business Day				Software Engineer
48 hours		Accruent Executive	Accruent Manager	
5 Business Days				Accruent Manager

Response Time

Accruent will expend its best effort to respond to any service requests that Client may initiate. Accruent's goals for response times vary according to the severity designation of a problem:

- **Level 1 – within 1 business hour of the receipt of the service call**
- **Level 2 – within 4 business hours of the receipt of the service call**
- **Level 3 – within 2 business days of the receipt of the service call**
- **Level 4 – within 3 business days of the receipt of the service call**

Faults and problems may be either reported by the methods in Step 1, or they may be automatically reported through Accruent's automated monitoring.

Customers are provided with the priority being assigned to their problem while on the telephone with the Support staff. Tickets will be closed only after confirmation with customer is made.

Customer Service Level Agreement

The Expected Service Level for FAMIS On Demand is 99.50 % uptime, excluding problems caused by customer or third party service providers who are not Accruent partners.

Root Cause Analysis

In the event that Accruent fails to achieve the service levels herein, Accruent Support Services will conduct a root cause analysis effort to determine the cause of the failure. Accruent Support Services will supply the Customer with a root cause analysis preliminary report within 24 hours of the missed service commitment, and will subsequently supply a root cause analysis final report within 5 business days.



Accruent FAMIS On Demand Proposal for TCPN

Definitions

Hosted Service Concurrent User means multiple individuals authorized by you within a specified Territory to access the service, so long as no more than one individual (for each concurrent user license) is accessing the service at any given time. Since a Concurrent User operates on a shared license the system may not be available when all concurrent licenses are in use.

Hosted Service Named User means a single named individual authorized by you to access the hosted service, regardless of whether or not that individual is actively accessing the hosted service at any given time. Since a Named User operates on a dedicated license, access is not affected if other users are accessing the system at the same time.

Service Software means software that is included in the service, which depends on the applicable service model as shown below.

Software Category	Subscription Service Software	Hosting Service Software
FAMIS	FAMIS Maintenance Management FAMIS Wireless for MM FAMIS Inventory Control FAMIS Wireless for IC FAMIS Utility Management FAMIS Wireless for UM FAMIS Facility Assessments FAMIS Key Control FAMIS Tool Control FAMIS Occupancy Management with Move Management, Visual Map & Visual Space Planning FAMIS Drawing Coordination* FAMIS Real Estate Administration FAMIS Strategic Planning FAMIS Capital Projects FAMIS Integration Toolkit	Any FAMIS products for which you have a valid license.
Oracle	All required infrastructure software	All required infrastructure software

The following FAMIS applications are not included in Service Software for the Subscription Service model and must be licensed separately: FAMIS Stack & Block and FAMIS RS Means.

**Autodesk Map is required to use FAMIS Drawing Coordination. License fees and technical support services must be obtained separately from Autodesk.*

Territory means one, and only one, of three geographic areas (Americas, EMEA, or AsiaPac), as defined below.

Americas is the Territory including and limited to those geographical areas found within the boundaries of North and South America.

EMEA is the Territory including and limited to those geographical areas found within the boundaries of Europe, the Middle East, and Africa; including countries that fall into one or more of the following: member countries of the European Community; the countries of the former Yugoslavia; all the countries of the Arab Middle East; countries of the former Eastern Europe region (Bulgaria, Romania, Poland, Czech Republic, Slovakia, Hungary); the countries of the former Soviet Union; all the countries of Africa, Madagascar, and the Islands of the South Indian Ocean; and the countries or regions Albania, Andorra, Cyprus, Guernsey, Iceland, Iran, Isle of Man, Israel, Jersey, Liechtenstein, Malta, Monaco, Norway, San Marino, Switzerland and Turkey.

AsiaPac is the Territory including and limited to those geographical areas found within the boundaries of Asia and Australia/Pacific including South Korea, Japan, China, Taiwan, Hong Kong, and Macau India, Maldives, Pakistan, Myanmar, Nepal, Bhutan, Bangladesh, Thailand, Laos, Cambodia, Vietnam, Singapore, Malaysia, Indonesia, East Timor, the Philippines, Brunei, Papua New Guinea, the Pacific Ocean Islands, Australia, and New Zealand.

Service Models

FAMIS On Demand provides two Service licensing models to fit your particular needs. With either model you can mix Named User and Concurrent User licenses to meet the requirements for both heavy and casual activity. You can select either Service Model, but not both at the same time. You may change from one Service Model to the other with a 30-day advanced notice.

Subscription Service Model

The Subscription Service Model is designed for customers that do not own FAMIS licenses. User fees include access to all Subscription Service Software. You do not have to separately license the Subscription Service Software nor do you have to maintain a technical support agreement. Please note that depending on the software you choose to use, additional software licenses and technical support services may be required. Refer to the definition of Service Software for additional information.

Subscription Service User

Subscription Service Named User, Full-Use
Subscription Service Concurrent User, Full-Use
Subscription Service Named User, Self-Service
Subscription Service Concurrent User, Self-Service

User Fee

\$3000 per named user per year
\$9000 per concurrent user per year
\$6 per named user per year
\$9000 per concurrent user per year

Hosting Service Model

The Hosting Service Model is designed for customers that own FAMIS licenses. Users will have access to only those FAMIS applications for which you have obtained a valid license. You must also maintain a Support Services agreement with Accruent for all hosted products. Please note that depending on the software you choose to use, additional licenses and technical support services may be required. Refer to the definition of Service Software for additional information.

Hosting Service User

Hosted Service Named User, Full-Use

User Fee

\$1020 per named user per year

Accruent FAMIS On Demand Proposal for TCPN

Hosted Service Concurrent User, Full-Use	\$3069 per concurrent user per year
Hosted Service Named User, Self-Service	\$3 per named user per year
Hosted Service Concurrent User, Self Service	\$3069 per concurrent user per year

Storage Fees

Database Storage

You may store up to seven (7) years of data on the service without additional charge.

File Storage

Files may be stored on the service in the following manner: a) attachments to objects in FAMIS using the Attachment feature; b) CAD drawings stored externally to the database; c) other files that comprise the content of your use of the service. You may store a certain amount of files on the service without charge based on the total number of users in any particular billing period.

Named User, Full-Use	1 gigabyte per user free
Concurrent User, Full-Use	3 gigabytes per user free
Each Additional Gigabyte	\$6 per gigabyte per month

Volume Discount

Volume Discounts are applied to monthly amounts of User Fees and Storage Fees. You may increase your user count at any time during the Service Period; user count decreases are only available at the end of the Service Period.

Monthly Amount	Discount
\$ 10,000 - \$ 24,999	10%
\$ 25,000 - \$ 99,999	20%
\$100,000 - \$249,999	30%
\$250,000 - \$499,999	40%
Greater than \$500,000	50%

Setup Fee

There is a fixed, one-time fee of \$10,000 for account setup.

Software Customization Fees

FAMIS On Demand will host certain software customizations. Accruent must have created or certified customizations to be hosted and you must maintain a separate annual support agreement for an addition fee that enables Accruent to correct defects and provide other support services for the customizations. Unless the applicable support agreement states otherwise, Accruent will fix all critical bugs and reapply your customizations on up to two (2) maintenance releases each year. If services are required to apply customizations to major functional releases, these may be obtained for an additional fee.

In addition to the support fee for customizations, there is a monthly fee for hosting these customizations depending on the collective scope of the customizations.

Scope of Customizations

Custom Database Schema

Extended Schema

* not per customization

Monthly Fee

\$750 for any/all customizations*

\$100 for any/all customizations*

Service Period

The FAMIS On Demand Service Period is 24 months, beginning when the service is activated and made available for use.

Minimum Monthly Service Fee

Throughout the Service period, you will be required to pay a Minimum Monthly Service Fee of either \$1,000 or 25% of the highest Monthly User Amount during the Service Period, whichever is greater. The Monthly User Amount is based on your actual fees, including applicable discounts but excluding setup fees.

FAMIS On Demand Proposal

**Accruent, LLC.
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Suite 400
Austin, TX
78759**

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ATTACHMENT 2



Order Document #00003798

Client Information					
Client Name:	Fresno County, CA	Client Contact Name:	Nick Chin		
Client Address:	4590 E Kings Canyon Rd Fresno, CA 93702-3709 United States	Client Contact Email:	nchin@co.fresno.ca.us		
Bill To:	4590 E Kings Canyon Rd Fresno, CA 93702-3709 United States	Client Contact Phone:	(559) 600-7110		
PO #:		Tax ID#:			
SaaS Information and Fees					
Product	Order Start Date	Order End Date	Unit Price	Quantity	Total Price
FAMIS Cloud Maintenance: Base Package*	3/30/2016	3/29/2021	34,800.00	1	34,800.00
VFA facility*	3/30/2016	3/29/2021	34,800.00	1	34,800.00
AssetConnect*	3/30/2016	3/29/2021	6,960.00	1	6,960.00
Total Annual Fee Year 1:					USD 76,560.00
Included Metrics					
Metric				Amount	
Sq Ft - Office / Museum / Library / Retail				4,000,000 sq. ft.	
Customer Notes					
This Order Doc is in reference to TCPN Proposal Number: R5131-CA-8432					

Description of Modules

FAMIS Cloud Maintenance: Base Package- (\$34,800 annual subscription) + (\$30,100 ONE TIME implementation and training fee)

The physical condition, appearance, and security of facilities contribute directly the success of an institution's goals. As such, maintenance and operations are often the most visible functions of facilities management.

FAMIS Maintenance Management is a computerized maintenance management system (CMMS). It provides maintenance departments with a comprehensive and powerful system for managing corrective maintenance, preventive maintenance, alterations and renovations. The

system automates the entire maintenance process from work identification to work completion. An electronic routing feature ensures every activity is properly managed throughout the process. Numerous reports and graphs allow you to analyze this process and provide full visibility of your organization.

The core maintenance functionality includes:

- Approvals
- Basic Inventory
- Company Documents
- Equipment/Asset Management
- Job Costing and Cost Recovery
- Labor Management
- Maintenance Projects
- Parent-Child Work Orders
- Preventative Maintenance
- Purchase Orders
- Self-Service Requests
- Timecard
- Work Order Approvals
- Work Order Estimates
- Work Order Forms
- Work Order Management
- Workloading

Wireless for Maintenance Management- (included with base maintenance package)

FAMIS provides a Wireless user interface designed for use on smart phones. From the Wireless view, maintenance technicians can query assigned work orders, record labor, issue materials, and close work orders without having to return to their base of operations during the day. Designed for simple and effective data capture, the wireless tools keep work order status and cost information current to the minute with online access from anywhere on the organization's campus. The Wireless user interface is device agnostic and can be accessed on any device, provided there is a connection to an internet source.

Reporting- (included with base maintenance package)

Within FAMIS, each module provides standard out-of-the-box management and transaction reports for accessing the live data related to your facility operations. Each report provides a wide array of data filters so that the report can effectively support individual decision-making requirements. All reports can be displayed in HTML for easy output to mobile devices or in standard Excel format with the ability to extend reporting functionality using standard Excel tools for graphs, pivot tables and user-defined calculations.

Dashboard Functionality- (included with base maintenance package)

The FAMIS dashboard views provide simple management summaries of key performance indicators with the ability to drill down from the summary data directly to the report detail and further into the actual transaction record.

VFA Facility (\$34,800 annual subscription) + (\$10,000 ONE TIME implementation and training fee)

In November 2014, Accruent acquired VFA, Inc. (VFA), the leading provider of end-to-end solutions for facilities capital planning and asset management (VFA.facility). We are in the process of evaluating integration strategies between FAMIS and VFA.facility. The VFA-FAMIS adaptor is currently under development and the resulting integration will allow customers like Alameda County to reduce duplicate data entry of requirements and provide insight into work orders associated with a building.

VFA.facility facilities capital planning and management software enables organizations to manage condition and sustainability information about facility assets and leverage that information to create capital projects, plans and budgets.

VFA.facility enables clients to:

- Produce compelling, detailed analyses, reports, and what-if models to support capital planning decisions
- Forecast the impact of different spending levels
- Ensure cost estimation accuracy
- Prioritize budgets based on funding allocation
- Benchmark progress
- Integrate sustainability into the capital plan

VFA FacilityView helps clients:

- Quickly Find Assets
- View Multiple Levels of Detail

Integrate data from other enterprise systems for actionable insights

AssetConnect (\$6,960 annual subscription) + (\$10,000 ONE TIME implementation and training fee)

INTEGRATED SOLUTION

For the first time, Accruent has brought together facilities management and capital planning in a single solution. The combination of VFA capital planning and FAMIS means the capital planners have visibility into the facilities department's activities. Similarly, the facilities department can access the prioritized list of capital projects. And, best of all, management finally has a tool to understand plans and the results of capital and operational expenditures.

KEY CAPABILITIES OF INTEGRATION

- Provide reports for executives on combined capital and operational expenses
- Leverage maintenance history when ranking capital needs
- Automatically kick off work orders from system requirements
- Keep capital planning data updated as work orders are completed
- Make better-informed decisions about the future of facilities

THE BENEFITS

Business decisions can't be made in a vacuum. Too often, daily expenditures on facilities are made without having a complete view of the portfolio business strategy. Therefore, costly repairs for capital equipment may be made without understanding the long-term direction for any specific facility. VFA's Capital Budgets and Ranking Module allows organizations to define strategies that identify where to invest capital. A strategy can include condition and non-condition information to help make the decision on what capital projects to complete first. FAMIS Maintenance Management, has the history of all work orders for each asset in a building. When it's time to upgrade an asset, the knowledge of this history can guide the facilities department invest in that asset to do a major overhaul or replacement. With Asset Connect, both the strategic importance and the work order history can be used to determine which assets to target first. A poorly performing asset may be in a building that has low importance to the organization. Even though it needs work, it may have a lower priority than a more critical asset in another building that may be nearing end of life. The organization can focus on those assets that have more impact results, or where failure has a higher consequence. Facilities managers and capital planners now have the ability to see, from a tactical standpoint, how assets are performing, as well as which capital needs strategically align with business goals. Now, businesses can spend facilities operational and capital dollars more effectively. With Accruent, you can make better decisions and stop throwing away capital.



ATTACHMENT 3

Statement of Work - Overview of Services Engagement

VFA has found that our most successful customers have created a process map to ensure that they have a coordinated approach to capital planning throughout their organization. By building a Process Map, an organization can create a plan to grow from their current capital planning process to one that is more aligned with industry best practices. Process mapping enables an organization to:

- Develop a better understanding of their current capital planning process
- Achieve better ROI on their capital planning software investment
- Increase productivity
- Deliver information where and when it is needed
- Determine an appropriate short, intermediate and long-term roadmap to achieve a robust and scalable program

The County of Fresno, CA will be acquiring VFA facility and FAMIS software to better automate and enhance their capital planning process. The County also has plans to complete a facility condition assessment of their facilities.

Based on this information and preliminary discussions with the County, VFA will provide services to help the County to implement and sustain a facility capital planning program using our process mapping solution framework. Our framework has proven to be an effective way to identify the strengths and challenges in current practices, and to identify and mobilize client resources to implement new, more effective processes in a structured, but flexible way.

To accomplish this, VFA proposes to:

- Develop a high level understanding of the County of Fresno's existing capital planning process.
- Review existing Capital Plan process and further delineate and document the process in order to make practice recommendations including how to effectively leverage VFA facility software in their process(s).
- Examine and make recommendation on how facility condition assessments can be best integrated into the process.
- Assist the County's capital planning team in developing a short, mid and long-term roadmap (next 5 years) based on those prioritizations
- Identify in the proposed process, where procedures are recommended to be developed.

Our proposed approach would include the following steps:

1. Project Kick-off Meeting – To discuss logistics, workshop team, request client supplied info, and to schedule the pre-workshop WebEx and workshop.
2. Pre-Workshop WebEx – To review goals and objectives of workshop, as well as questions and information to be discussed during workshop to allow the County's capital planning team to prepare for the workshop.

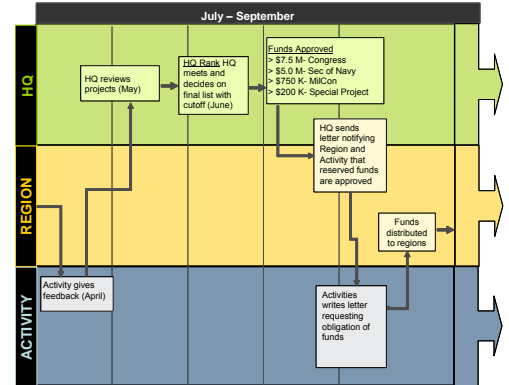


3. Conduct a Situation Analysis: Facilitate a two and half day workshop with the County's capital planning team to specifically review their capital planning processes, current software used and people involved in the processes.

A situation analysis involves obtaining a comprehensive understanding of the facilities landscape that exists for the organization relative to the County's capital planning process. This includes building portfolio, software systems, people and processes. VFA will document what currently exists, what is working well, as well as areas that need improvement for County's capital planning process.

The questions may include:

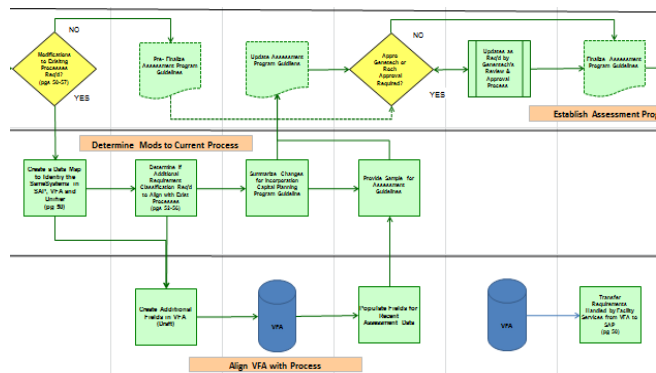
- a. What is your mission?
- b. What are your goals and how do they support your mission?
- c. What is the existing process?
- d. What works well and why?
- e. What doesn't work well and why?
- f. What systems do you leverage to assist you in the capital planning process?
- g. How are the current day-to-day needs communicated?



4. Determine Program Goals and Objectives:

The next step in the Process Mapping engagement is to formulate goals and objectives for the program. These goals and objectives can be viewed as business requirements.

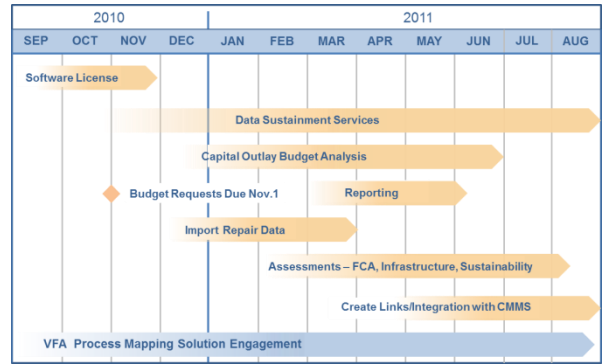
The situation analysis, in conjunction with portfolio management goals and objectives is the basis from which we formulate the VFA solution.



5. Develop Recommendations and Roadmap of Strategies for Improvement:



Based on the analyses identified above, VFA will develop recommendations and strategies for improvement. The recommendations and strategies are presented in phases, typically short, intermediate and long term. Short term recommendations allow for quick wins that give the program traction and credibility. The Intermediate and Long-Term stage recommendations bring the County's program to a higher level and position it for a mature fully integrated process. The recommendations will also identify areas where more detailed procedures should be developed



Deliverables:

- Project Kick-off via WebEx
- Pre-workshop WebEx
- 2.5-day on-site workshop
- Process Map illustrating how VFA facility and the assessment data can be effectively integrated into the County's capital planning process
- Roadmap illustrating short, intermediate and long term recommendations
- Draft report outlining situation analysis, goals and objectives, recommendations, and roadmap
- Final report incorporating applicable feedback from the draft report.

Follow-up:

- In addition to the scope outlined above VFA will provide up to 12 hours of client care hours to assist the County in reporting, scheduled check-ins, ask the expert sessions, post-software training tune ups, etc.



General Information:

- Client's Obligations

Client acknowledges that its participation and cooperation is both required and critical for the success of the Project. The following assumptions are based on information provided by Client to VFA relating to the Project and Client's current business systems as of the date of this SOW, and have been used to develop VFA's fees. Deviations from these assumptions may lead to commensurate changes in the timeline and consulting fees:

1. Client shall be responsible for completing the following tasks:
 - a. Provide a Project Manager who will be responsible for the coordination of the client's resources as necessary to participate in the Engagement. The Client acknowledges that the Project Manager has the ability to plan and commit resources (human and otherwise) on behalf of Client that are necessary to execute the Project.
 - b. Ensure appropriate levels of Client executive and Client project team resources will be made available to the VFA project team to ensure successful completion of tasks by jointly developed timelines. If certain areas are identified as more complex than initially identified, additional Client or VFA resources may be requested to supplement the team in order to ensure timely delivery, which would be addressed separately under the Change Control procedures described in this SOW.
 - c. Coordination with Client staff to obtain information required for the Engagement.

- Assumptions

2. In addition, this SOW is based upon the following assumptions:
 - a. Any change in the specified Services must be mutually agreed upon in writing by VFA and Client. Until such agreement has been made, VFA will continue performing the Services in accordance with the SOW.
 - b. Any work not explicitly stated under the Professional Services Scope of Work will be considered out of scope.
 - c. As set forth hereinbelow, If additional services are needed, a written "Change Request" will be required memorializing same.
 - d. VFA resources are not dedicated solely to the Client during the engagement. Reasonable notice is required by the Client to request VFA resources whether work is performed on-site or off-site.
 - e. Client will be required to provide VFA with a minimum of ten (10) business days prior notice ("Resource Request Notification Period") of Client's requested services date for allocation of VFA consultant resources and provision of Services ("Requested Dates"). While VFA will use commercially reasonable efforts to allocate resources in accordance with the Requested Dates, VFA shall be under no obligation or penalty to meet such Requested Dates and shall be entitled to reject or offer alternative dates to Client for any reason.
 - f. In the event VFA cancels or reschedules any on-site engagements with the Client one hundred percent (100%) of the cancellation and/or change fees associated with rebooking travel and arrangements will be absorbed by VFA.
 - g. The Services presented will be remotely, therefore, travel is not included

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- i. However should travel be necessary all actual and reasonable travel, lodging, fees for travel time, training material expenses, as well as any applicable sales, use, or similar (VAT, GST) tax, will also be invoiced monthly on a time and materials basis as incurred and must be pre-approved by Client.
 - h. The anticipated scope of services are provided in Exhibit 1.
 - i. Product enhancements are not part of this SOW and considered out of scope.
 - j. Once Client and VFA agree on a Project plan that identifies specific dates when VFA and Client will perform the work described herein, Client will pay for fifty percent (50%) of the costs associated with any change in VFA's resource scheduling tied to a change in the Project schedule or VFA staffing plan introduced by Client. Any such charge will be over and above the fees provided within this SOW.
- 3. Further, Client acknowledges that its timely provision of and access to offices accommodations; skilled personnel; facilities; equipment; assistance; cooperation; complete and accurate information and data from its officers, agents, and employees; and suitably configured computer products (collectively, "Cooperation") are essential to performance of any Services as set forth in this SOW. VFA shall not be responsible for any deficiency in performing Services if such deficiency results from Client's failure to provide full Cooperation. Client agrees to allow VFA to post, at a site at which Services are performed, any documents necessary for VFA to provide Services in compliance with the law.

- Project Management and Change Control

- 4. Project Manager

Each party shall designate a Project manager, who shall work together with the other party's Project Manager to facilitate an efficient delivery of Services.

- 5. Change Control Process

The purpose of the change control process is to make sure that requests for project changes (to requirements or system configuration) are properly recorded, evaluated, proper disposition, and incorporated into the Project, as appropriate, with the proper priority and due dates ("Change Control Process"). Client and VFA will use the following change control process for delivery of this solution.

VFA will complete a Change Request ("Change Request") document to clearly identify the change issue. The Change Control Process is followed in the case where there are anticipated material impacts to cost and/or timeline that do not increase the maximum compensation payable to CONTRACTOR under this Agreement.

VFA will assess the effect of the change on the Project schedule, its technical, functional, and operating feasibility ramifications, and its impact on other components of the system and present findings to the Client Project Manager.

Once the Change Request is approved in writing by both Client and VFA, Client and VFA will incorporate the change into the Solution, updating the schedule, Project documentation and related

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deliverables to track the change.

Any change in the specified scope of Services must be mutually agreed upon in writing in advance by the parties. Until such agreement has been made, VFA will continue performing the Services in accordance with this SOW. VFA's consent should be obtained if any change in Client requirements may affect VFA's fees. All Change Requests shall be approved in writing by a designated COUNTY Project Manager. The Project Manager shall have authority to execute a Change Request on behalf of COUNTY only to the extent such Change Request does not increase the maximum amount payable to CONTRACTOR under this Agreement.

- Services Fees are based on the scope of work as defined below.

Professional Services Scope of Work

Task Type	Task Description	Assigned To
Pre-workshop activities	<ul style="list-style-type: none">○ Introductory Kick-off call○ Calls with team members○ Workshop scheduling○ Request client supplied info	VFA/Client
Pre-workshop WebEx	<ul style="list-style-type: none">○ Goals and objectives of workshop○ How to prepare for workshop	VFA/Client
Workshop	<ul style="list-style-type: none">○ Conduct Discovery Workshop	VFA/Client
Post Workshop Activities	<ul style="list-style-type: none">○ Process Map○ Draft & Final Reports	VFA