

AVOLVE SOFTWARE CORPORATION
Software License, Maintenance, and Services Agreement
Terms and Conditions

This agreement ("Agreement") is made this ("Effective Date") by and between

Avolve Software Corporation, a Delaware corporation with offices at 4835 E. Cactus Road, Suite 420, Scottsdale, Arizona 85254, United States of America, ("Avolve" or "Licensor") and **City of Orlando, Florida**, a municipality organized and existing in accordance with the laws of the State of Florida with offices at **400 S. Orange Avenue, Orlando Florida 32801** ("Customer" or "Licensee").

WHEREAS Licensor has created a computer software program called ProjectDox ("Software") hereafter more fully described;

WHEREAS the parties wish to provide the terms and conditions under which the Licensor will provide the Software for the use by Licensee;

WHEREAS Customer wishes Avolve to deliver, install, and maintain the specified Software;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Avolve and Customer agree that Avolve shall provide products and services, and Customer shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a. Upon the Effective Date, Avolve hereby grants to Licensee a perpetual, non-exclusive, non-transferable, royalty-free, revocable license to use the Avolve Software set forth in the Sales Order attached hereto as Exhibit 1 ("Sales Order") and related interfaces (collectively, the "Avolve Software") and Avolve User Guides and Software Documentation provided in or with the Avolve Software ("User Guides" and "Documentation") for Licensee's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. Licensee shall not license, sell, rent, lease, copy, distribute, host, outsource, or otherwise commercially exploit the Software. This license is revocable by Avolve if Licensee fails to comply with the terms and conditions of this Agreement, including without limitation, Licensee's failure to timely pay the Software fees in full. Upon Licensee's payment in full for the Avolve Software, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b. Avolve shall retain ownership of, including all intellectual property rights in and to, the Avolve Software, Documentation, and User Guides.
- c. Licensee acknowledges and agrees, that as between Avolve and Licensee, Avolve owns all right, title and interest to the Avolve Software and User Guides, which are proprietary to Avolve and have been developed as trade secrets at Avolve's expense. Subject to applicable law, Licensee shall use best efforts to keep the Avolve Software, Documentation, and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Avolve Software, Documentation, or User Guides by any party
- d. The Avolve Software may not be modified by anyone other than Avolve or Avolve's authorized agents (all such agents to be previously approved in writing by Avolve). If Licensee modifies the Avolve Software without Avolve's prior written consent, Avolve's obligations to provide maintenance services on, and the warranty for, the Avolve Software will be void. Licensee shall not modify, make derivative works of,

disassemble, reverse compile, or reverse engineer any part of the Software, or access or use the Software in order to build a similar or competitive product or service.

- e. Licensee may make copies of the Avolve Software solely in accordance with the terms of its license (which licenses shall include the right to make reasonable number of copies exclusively for load balancing, testing, and training environments) and for archive purposes only. Licensee shall repeat any and all proprietary notices on any copy of the Avolve Software. Licensee may make copies of the Avolve User Guides for internal use only.
 - f. Licensee may use the Application Programming Interfaces ("APIs") of the Software to program those APIs (a "Custom Application") but only as described in the Documentation for the Software and only to the extent necessary to permit the Licensee's Custom Application to function with the Software through the APIs as described in the Documentation.
2. License Fees. Licensee agrees to pay Avolve, and Avolve agrees to accept from Licensee as payment in full for the license granted herein, the Software fees set forth in the Sales Order. The license fees constitute payment for Software listed in the Sales Order. Any license fees not paid when due shall, which unless otherwise specified will be forty-five (45) calendar days from receipt of invoice, accrue interest at the rate of twelve percent (12%) per annum, in accordance with Florida Statute §218.70 et. seq., the Local Government Prompt Payment Act.
3. Verification. Licensee agrees to permit Avolve to audit the Licensee's use of the Avolve Software and Documentation. Audits may be conducted once in any consecutive twelve month period and in accordance with Avolve standard procedures, which may include on-site and/or remote audit. Avolve shall provide reasonable notice to Licensee of such Audit such that Licensee's authorized representative can assist Avolve for any on-site and/or remote audits. Licensee shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Licensee underpaid license fees and/or Avolve Support fees to Avolve and/or (ii) that Licensee has used the Software in excess of the license quantities or levels stated in the Sales Order, Licensee shall pay such underpaid fees upon receipt of Avolve's invoice for the fees.
4. Limited Warranty. Avolve warrants, for Licensee's benefit alone and for a period of thirty (30) days, that the Software will substantially conform to the specifications contained in the Documentation and User Guide for thirty (30) days following go live/production and an additional thirty (30) days following integration of go live of the Hansen Software. The warranty shall not apply if the Software: (i) is not used in accordance with the Documentation; (ii) is not initially installed by Avolve or its agents; (iii) defect is caused by Licensee or third-party software developed software. Avolve does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Licensee's business requirements. Provided Licensee notifies Avolve in writing with a specific description of the Software's nonconformance within the warranty period and Avolve validates the existence of such nonconformance, Avolve will, at its option: a) repair or replace the nonconforming Software, or b) refund the license fees paid for the applicable nonconforming Software in exchange for a return of such nonconforming Software. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SOFTWARE, AND THE SOFTWARE CONTAINED THEREIN, ARE LICENSED "AS IS," AND LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LICENSEE ASSUMES THE ENTIRE RISK AS TO THE QUALITY OF PERFORMANCE WITH RESPECT TO THE SOFTWARE AND THE SOFTWARE CONTAINED THEREIN, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.
5. Intellectual Property Infringement and Indemnification. Avolve's Obligations. Avolve shall defend and indemnify Customer against any claim by an unaffiliated third party of this Agreement that an Avolve Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States

patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Avolve Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Avolve in writing.

- a. Customer's Obligations. Avolve obligations in this section are contingent on the Customer performing all of the following in connection with any claim as described herein:
 - i. Promptly notifies Avolve in writing of any such claim;
 - ii. Gives Avolve reasonable cooperation, information, and assistance in connection with the claim; and
 - iii. Consents to Avolve's sole control and authority with respect to the defense, settlement or compromise of the claim.
- b. Exceptions to Avolve's Obligations. Avolve will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:
 - i. Customer's use of a previous version of a Avolve Software Product and the claim would have been avoided had Customer used the current version of the Avolve Software Product;
 - ii. Customer's combining the Avolve Software Product with devices or products not provided by Avolve;
 - iii. Use of a Avolve Software Product in applications, business environments or processes for which the Avolve Software Product was not designed or contemplated, and where use of the Avolve Software Product outside such application, environment or business process would not have given rise to the claim;
 - iv. Corrections, modifications, alterations or enhancements that Customer made to the Avolve Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
 - v. Use of the Avolve Software Product by any person or entity other than Customer, Customer's employees, or Licensee's authorized external users; or
 - vi. Customer's willful infringement, including Customer's continued use of the infringing Avolve Software Product after Customer becomes aware that such infringing Avolve Software Product is or is likely to become the subject of a claim hereunder.
- c. Remedy. In the event a Avolve Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Customer is enjoined, Avolve will, at its election:
 - i. Procure for Customer the right to continue using the infringing Avolve Software;
 - ii. Modify or replace the infringing Avolve Software so that it becomes non-infringing; or
 - iii. Terminate Customer's license for the infringing Avolve Software Product and refund to Customer the Software fee paid for the infringing Avolve Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.

The foregoing states Avolve's entire liability and Customer's sole and exclusive remedy with respect to the subject matter hereof.

6. Limitation of Liability. In no event will Avolve be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Avolve Software. Except as otherwise expressly set forth in this Software License Agreement and except for direct damages and expenses associated with Avolve's obligation to indemnify Customer pursuant to

Section D (6) (a), Avolve's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of software license fees set forth in the Sales Order and paid by Licensee, with the exception of personal injury or property damage, which shall be limited to the amount of Avolve's general liability insurance. Such license fees reflect and are set in reliance upon this limitation of liability.

SECTION B – SOFTWARE MAINTENANCE AGREEMENT

1. Scope of Agreement. Customer agrees to purchase and Avolve agrees to provide maintenance services for the Avolve Software in accordance with the following terms and conditions. The maintenance services described below does not expand or change any warranty provisions set forth in the Agreement.
2. Term of Agreement. This Maintenance Agreement is effective beginning on the Effective Date and will remain in force for an initial one (1) year term, and will renew automatically for an additional Four (4) year period at the price listed in sales order form attached as Exhibit 1 to this contract, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
3. Payment.
 - a. Maintenance fees will be invoiced by Avolve annually in advance. Avolve shall provide Customer with not less than forty-five (45) days written notice of any change in annual Maintenance fees after the term for pricing set forth in Section 2 above expires. Thereafter, annual Maintenance fees shall not exceed the Consumer Price Index (CPI) for any given year.
 - b. Additional Charges. Any maintenance services performed by Avolve for Customer which are not covered by this Maintenance Agreement, as set forth in Section B (4), including materials and expenses, will be billed to Customer at Avolve's then current rates.
 - c. Avolve reserves the right to suspend maintenance services if Customer fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Avolve shall reinstate maintenance services upon Customer's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.
4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Avolve shall:
 - a. In a professional, good and workmanlike manner, perform its obligations in accordance with Avolve's then-current Support Process and Service Level Agreement (Avolve's current Support Process and Service Level Agreement is set forth in the document attached hereto as Exhibit 2) in order to conform the Avolve Software to the applicable warranty under this Agreement. If Customer modifies the Avolve Software without Avolve's prior written consent, Avolve's obligations to provide maintenance services on and warrant the Avolve Software will be void.
 - b. Provide technical support on the Avolve Software. Avolve personnel shall accept technical support requests and provide technical support during the hours set forth in Exhibit 2 – Support Process and Service Level Agreement.
 - c. Maintain personnel that are appropriately trained to be familiar with the Avolve Software in order to provide maintenance services.
 - d. Provide a customer-accessible system that enables trouble tickets to be entered and tracked through resolution and / or closure.
 - e. Provide Customer with all releases Avolve makes to the Avolve Software that Avolve makes generally available without additional charge to customers possessing a current Avolve annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Customer at Avolve's then-current rates.
 - f. Support prior releases of the Avolve Software in accordance with Avolve's then-current release life cycle policy.

5. Credits. Should Avolve fail to meet the Problem Determination and Resolution commitments set forth in its then-current Support Process and Service Level Agreement, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, Customer shall be entitled to receive a service credit of 5% of the licensee's monthly prorated support fees, per incident in a given month, up to a maximum 50% of monthly prorated support fee payable by the customer. The amount of compensation may not exceed 50% of the licensee's monthly support fee. This means that if a customer has two (2) incidents in which Avolve failed to respond within the time frame stated by Avolve's Problem Determination and Resolution commitments set forth in its then-current Support Process and Service Level Agreement, they are entitled to receive a service credit of 10% of the prorated monthly support fee.
6. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Avolve Software, onsite support (unless Avolve cannot remotely correct a defect in an Avolve Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Avolve's normal business hours. If Avolve provides technical support for a problem caused by a third-party product or the failure of Customer's computer system or environment to comply with the technical specification requirements included in the Documentation provided with the Software (or Avolve's technical support efforts are materially increased as a result of Customer's use of third-party product or failure to comply with the technical specification requirements), Avolve reserves the right to charge Customer time and materials for such extra services at Avolve's then current published rates for customized, premium technical support services.
7. Customer Responsibilities. Customer shall provide, at no charge to Avolve, supervised access to the Avolve Software; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
8. Limitation of Liability. In no event shall Avolve be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Avolve Software. Except for direct damages and expenses associated with Avolve's obligation to indemnify Customer pursuant to Section D (6) (a), Avolve's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Maintenance fees set forth in the Sales Order and paid by Customer, with the exception of personal injury or property damage, which shall be limited to the amount of Avolve's general liability insurance. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

SECTION C – PROFESSIONAL SERVICES AGREEMENT

1. Services. Avolve shall provide the services set forth in the Sales Order at Customer's election, including Consulting, Training, Conversion, and other miscellaneous Services in accordance in all material respects with the Statement of Work attached hereto as Attachment A.
2. Professional Services Fees.
 - a. All Services will be provided by Avolve on a time and materials basis at Avolve's then current Professional Services hourly rates unless otherwise agreed by the parties and indicated in the Sales Order.
 - b. Travel expenses will be invoiced and paid in accordance with the Sales Order.
 - c. Unless otherwise agreed in the Sales Order, Avolve shall invoice Customer monthly and Customer shall pay such invoice net forty-five (45) days from the date of receipt of invoice. Any Professional Services fees not paid when due shall, which unless otherwise specified will be due forty-five (45) calendar days from receipt of invoice, accrue interest at the rate of twelve percent (12%) per annum in accordance with Florida Statute §218.74 et. seq., the Local Government Prompt Payment Act., but not to exceed the maximum amount as allowed by law.
3. Additional Services.
 - a. Training and/or consulting services utilized in excess of those set forth in the Sales Order and additional related services not set forth in the Sales Order will be billed at Avolve's then-current rates.
 - b. Programming and/or interface quotes are estimates based on Avolve's understanding of the specifications supplied by Customer. In the event Customer requires additional work performed above the specifications provided, Avolve will submit to Customer a Change Order containing an estimate of the charges for the additional work. Work on additional specifications will not begin until the Change Order is accepted and signed by the customer.
4. Customer's Responsibilities.
 - a. Customer shall provide and make available all Customer personnel that Avolve reasonably requires in connection with performance of the Services and as may be further addressed in an applicable Sales Order.
 - b. If the Services are performed at a Customer site, Customer agrees to provide necessary access to its site including, but not limited to, appropriate access to Customer premises, computer systems, Internet connections and other facilities.
 - c. Customer acknowledges that the implementation of the Avolve Software is a cooperative process requiring the time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist Avolve as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation.
5. Cancellation. In the event Customer cancels Services less than fourteen (14) days in advance, Customer is liable to Avolve for (i) all non-refundable expenses incurred by Avolve on Customer's behalf; and (ii) daily fees associated with the cancelled services if Avolve is unable to re-assign its personnel.
6. Services Warranty. Avolve warrants that all Services provided hereunder will be performed in a workmanlike manner, in conformity with the professional standards for comparable services in the industry. For any breach of this warranty for service, Customer's exclusive remedy shall be the re-performance of the deficient services, and if Avolve is unable to re-perform the deficient services as warranted, Customer shall be entitled to recover the portion of the Professional Services fees paid to Avolve for such deficient services, and such refund shall be Avolve's entire liability.
7. Limitation of Liability. In no event shall Avolve be liable for special, indirect, incidental, consequential, or exemplary

damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Avolve Software. Except for direct damages and expenses associated with Avolve's obligation to indemnify Customer pursuant to Section D (6) (a), Avolve's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of fees set forth in the Sales Order and paid by Customer, with the exception of personal injury or property damage, which shall be limited to the amount of Avolve's general liability insurance. Such fees reflect and are set in reliance upon this limitation of liability.

SECTION D – GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this License Agreement shall commence as of the Effective Date and shall continue unless and until terminated pursuant Section 2 below.
2. **Termination.** Each party has the right to terminate this agreement, by giving written notice of termination to the other party, if (a) the other party breaches this agreement and (b) either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within thirty (30) days after receiving written notice of the breach from the non-breaching party.
3. **Taxes.** The fees set forth in the Sales Order do not include any taxes, including, without limitation, sales, use or excise tax. Customer will be responsible for remitting all applicable taxes to the proper authorities. If tax- exempt, Customer will provide Avolve with Customer's tax-exempt certificate.
4. **Force Majeure.** Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
5. **Confidentiality.** Each party shall hold confidential information of the other in confidence. Information which a disclosing party deems proprietary or confidential shall be marked as "Confidential" at the time of delivery to the receiving party. All confidential information (including but not limited to data) shall (i) remain the sole property of the disclosing party and (ii) be used by the receiving party only as authorized herein. Information will not be considered to be confidential information if (i) available to the public other than by a breach of this agreement; (ii) rightfully received from a third party not in breach of any obligation of confidentiality, (iii) independently developed by or for a party without access to confidential information of the other; (iv) lawfully known to the receiving party at the time of disclosure, or (v) produced in compliance with applicable law, including Florida Statute Chapter 119, the Florida Public Records Act, securities reporting requirement or a government or court order.
6. **This section is intentionally omitted.**
7. **Disclaimer.** THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY AVOLVE.
8. **Notices:** Any notices being given by this Agreement shall be in writing and shall be effective if delivered

personally, sent by prepaid courier service, sent by prepaid mail, or sent by facsimile or electronic communication (confirmed on the same or following day by prepaid mail). All correspondence shall be addressed to the parties as follows:

If to Avolve:

Mr. Ron Loback
President and CEO
Avolve Software Corporation
4835 E. Cactus Rd., Suite 420
Scottsdale, AZ 85254

If to Customer:

Mike Rhodes
Code Enforcement Division Manager
City of Orlando 53 West
Central Blvd.
Orlando, Florida 32801

9. Governing Law, Jurisdiction & Venue. This Agreement will be governed by and construed in accordance with the laws of Customer's state of domicile. The Parties irrevocably consent to jurisdiction and venue of the Courts of Orange County, Florida or the United States District Court in and for the Middle District of Florida, Orlando Division in connection with any action or proceeding arising out of or relating to this Agreement.
10. Entire Agreement. This Agreement, including the Attachment A and all Exhibits hereto, constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, representation, or understandings, whether oral or written, relating to the Software.
11. Severability. Should any court of competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.
12. Assignment. This License, the Licensed Software and any other information or rights provided by Avolve, may not be sold, leased, assigned, sublicensed or otherwise transferred in whole or in part. Neither party may assign this Agreement or the benefits therefrom in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignment made in conflict with this provision shall be voidable.
13. Independent Contractor. Avolve is an independent contractor and not an employee of the Customer. Any personnel performing services under this Agreement on behalf of Avolve shall at all times be under Avolve's exclusive direction and control. Avolve shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Avolve shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and worker's compensation insurance.
14. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.
15. Public Records. Avolve shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Avolve in performance of services pursuant to this Agreement. In accordance with Florida Statute § 119.0701, Avolve shall be required to provide public access to such records at a cost that does not exceed the statutory requirements or as otherwise provided by law. In the event any such records are exempt or confidential from public records disclosure Avolve shall ensure that those records are not disclosed except as authorized by law. Avolve shall meet all requirements for retaining public records and shall transfer at no cost to the Customer, all public records in possession of the Avolve upon termination of the Agreement and destroy duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology system of the Customer.
16. Insurance. During the term of this Agreement, Avolve shall maintain general liability insurance with combined single

limits of One Million Dollars (\$1,000,000.00) per occurrence. The City shall be added as an additional insured to the policy . A certificate reflecting the required insurance, is to be provided to Customer, City of Orlando, upon execution of this Agreement.

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

Avolve Software Corporation

By: _____

Name: Ron Loback

Title: President and Chief Executive Officer

Date: _____

City of Orlando

By: _____

Name: David Billingsley, CPSM, C.P.M.

Title: Chief Procurement Officer

Date: _____

EXHIBIT 1 – SALES ORDER

Products

Product Name	SKU	Qty	Unit Price	Unit Type	Product Price
Archival Connector, From ProjectDox to Open Text for Archival	SOFT-ARCHCON	1	\$7,900.00	Each	\$7,900.00
GIStream, Integration from ProjectDox with Esri ArchGIS	SOFT-GIS	1	\$29,500.00	Each	FREE
Business Processes -Land Development -Permitting	SOFT-PTA	2	\$19,249.00	Each	\$38,498.00
Permit Connectors Bi Directional Integration from ProjectDox to permitting System	SOFT-PCON	1	\$20,900.00	Each	\$20,900.00
ProjectDox* Unlimited Perpetual User License for ProjectDox, Load Balanced License, Training License, and Test Server License	SOFT-PDOX	1	\$95,900.00	Each	\$95,900.00
Solibri Model Checker Network License 3D Plan Review Tool for ProjectDox	SOFT-SMCN	1	\$7,000.00	Each	\$7,000.00

Products Sub-Total:

\$170,198.00

Information on the ProjectDox Version 8.3 is attached hereto as Appendix 1 to this Exhibit 1.

Maintenance

Product Name	SKU	Qty	Unit Price	Unit Type	Product Price
Archival Connector - Maintenance	MAINT-ARCHCON	1	\$1,580.00	Each	\$1,580.00
GIStream - Maintenance	MAINT-GIS	1	\$5,900.00	Each	\$5,900.00
Path To Approval (PTA) - Maintenance	MAINT-PTA	2	\$999.80	Each	\$1,999.60
Permit Connector - Maintenance	MAINT-PCON	1	\$4,180.00	Each	\$4,180.00
ProjectDox (Base) - Maintenance	MAINT-PDOX	1	\$19,180.00	Each	\$19,180.00
Solibri Model Checker Network License - Maintenance	MAINT-SMCN	1	\$1,000.00	Each	\$1,400.00
Step to Approval (STA) -	MAINT-STA	30	\$190.00	Each	\$5,700.00

Maintenance					
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Maintenance Sub-Total:

\$39,939.60

*First Year Included, Second Year at \$39,939.60 and Discounted Rate
\$35,000.00 fixed for years 3-5.

Training

Applicant Community Outreach	AU-OUT	1	\$4,000.00	Each	\$4,000.00
Applicant Pilot Kickoff Training	AU-PILOT	1	\$7,000.00	Each	\$7,000.00
GIS User/Admin Training	AU-GIS	1	\$3,500.00	Each	\$3,500.00
Introduction Implementation Training Package -1 Introduction to ProjectDox Course -1 Mark Ups -1 Project Administrator Course -1 System Adminsitrator Course -1 Approval Process Training Internal Users -1 Approval Process Training Admin/Coordinators *Max Students Per Class, 12	AU-PKG1	1	\$19,250.00	Each	\$19,250.00

Training Sub-Total:

\$33,750.00

Professional Services

ProService Hourly Rate	PS-225	629	\$202.50	Each	\$127,372.50
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Professional Services Sub-Total:

\$127,372.50

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EXHIBIT 2 – SUPPORT PROCESS AND SERVICE LEVEL AGREEMENT

Avolve is determined to deliver the very best technical support services to its customer. Well-designed support systems and processes are essential to timely issue resolution. Avolve's current support process and service level commitments are defined below.

Support Portal. Avolve provides technical support through its Support Portal (<http://support.avolvesoftware.com>). All issues must first be logged using the portal. Upon signing the Avolve Maintenance Agreement, customer personnel receive Support Portal login credentials. After a login is received, the customer may enter, track, update, and report on trouble ticket as well as communicate with Avolve helpdesk staff via phone, email, web meeting, and/or ticket notes. Help, FAQs, Documentation, and a Knowledge-base are also available at the Avolve support portal.

Support Hours. Customers with a support contract receive assistance during Avolve's normal working hours of 7:00 a.m. through 5:00 p.m., Monday through Friday (excluding standard holidays), Arizona Standard Time.

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

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

Severity Level	Definition	Acknowledgement	Resolution Commitment
Priority 1 High	An error that causes Avolve product to fail without significant business impact or causes a substantial reduction in performance.	24 Hours	Avolve and Customer will commit fulltime resources during normal business hours for problem resolution, to obtain a workaround, or reduce the severity of the error.
Priority 2 Medium	A service request for a new feature, additional documentation, or an explanation of product functionality.	Within 5 Business Days	Avolve and Customer will provide resources during normal business hours to address request. Enhancement requests will be logged and sent to Avolve development for review and possible incorporation into the Software.



- **Acknowledgement.** Once a problem has been reported, the Customer receives an acknowledgement by email, phone or the through the support portal. Avolve will begin the process of problem determination and resolution at this point.
- **Status Updates.** During the problem determination and resolution process, Customers receive regular communications, via email, phone or the support portal, as to the status of the problem determination and resolution.
- **Resolution.** In response to the problem reported, Customer will receive, as appropriate, one of the following resolutions: an existing correction, a new correction, a viable workaround, or a plan on how the problem will be addressed.
- **Severity Re-classification.** If Customer determines that the severity of a previously reported issue should be re-classified or escalated, it should contact Avolve Technical Support with request.

Releases Included. The Avolve Maintenance Agreement makes all minor and maintenance software releases available to the Customer at no additional charge. Avolve reserves the right to charge upgrade fees for major releases or major ancillary program components.

Maintenance releases generally refer to versions of the software that fix bugs or support new operating system and database platforms. Minor releases may also mean bug fixes and platform updates, but typically include minor product enhancements as well. Major releases include major product enhancements or new features and are designated by an increment in the whole number of the release.

Exclusions. The Avolve Support Process and Service Level Agreement does not include the following conditions.

- Software that is altered or modified other than as approved in writing by Avolve.
- Any Software that is not the current major release or immediately previous major release with most current minor update.
- Software installed on any computer hardware/software configurations not supported by Avolve.
- Problems caused by Licensee custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and Licensee's Agreement.
- Problems caused by updates or upgrades of 3rd party applications that are integrated with ProjectDox.
- Problems caused by the lack of updates/upgrades of 3rd party applications integrated with ProjectDox.

Customer's Obligations for Operational Support. To facilitate clear and consistent communication and timely issue resolution, Avolve requests that the Customer designate up to two contact persons for technical support processes. These individuals are responsible for initiating support requests, communicating with Avolve technical support personnel, and monitoring the support process with Avolve. Timely customer response to Avolve requests for information during issue resolution is a necessary pre-requisite to the Problem Determination and Resolution commitments made in the previous table.

Avolve also requires remote access to the Customer system for the purpose of problem determination and analysis. Avolve requests that Customers provide it technical support personnel reasonable, remote access capabilities into Customer's system's running the Software. Customer will also be asked from time to time to provide reasonable supporting data to aid in the identification and resolution of the issue.



EXHIBIT 3 – AVOLVE UNIVERSITY TERMS AND CONDITIONS

1. **Enrollment** - A course description is provided for distribution to potential attendees. Avolve recommends that only those who have the appropriate prerequisite skills participate in the course. Three weeks before scheduled training, Avolve contacts the customer to determine the final number of students attending. Training will be limited to the number of seats available in a particular facility, with a maximum of 12 students unless otherwise mutually agreed upon. Additional students at time of class will be admitted as deemed reasonable and will incur an additional per student cost to be determined.
2. **Class Roster Requirements** - Customers receive a hard-copy roster sheet with your confirmation pack. Students should complete the attendance verification for invoicing and certification purposes. Give the completed forms to your instructor. If requested, certificates of accomplishment can be sent to you after the training as long as you have provided all pertinent student information.
3. **Course Materials** – Avolve provides one copy of course materials for each attendee. Please note that all training materials are copyrighted and that duplication is not permitted, except as may be required by law. Copies may be electronic or paper, Avolve University will decide based on the class logistics. Any video or images supplied by Avolve for training purposes are copyrighted and may not be duplicated, distributed, or broadcast for any purpose except as may be required by law.
4. **Course Hours** - Standard course hours are from 9 a.m. to 5 p.m. daily, with 15-minute breaks in the morning and afternoon and one hour for lunch. The last day of the training ends at 4 p.m. If this does not fit your normal work schedule, please notify the Avolve Education account representative to make necessary changes.
5. **Software Requirements** – Customer is responsible for ensuring that the software required to conduct the training (if any) is properly licensed, installed, and available for access as necessary. Customer should contact the Avolve Education account representative to ensure that the necessary software and related components are available.
6. **Class Facilities** – Customer is responsible for furnishing all facilities and equipment required to conduct the training, including but not limited to computer terminals, audiovisual equipment and classroom space.
7. **Nondisclosure - Intentionally Deleted.**
8. **Payment and Expenses** – Payment is due, in full, at or prior to time of scheduling. Travel expenses for Avolve staff are additional and such expenses are required to have Customer's written approval prior to being incurred. Expenses include round-trip coach airfare, rental car including gas or local transportation, hotel and per diem meal expenses. All expenses shall be paid in accordance with Customer's then-current Consultant Expense Reimbursement Policy (City of Orlando Consultant Expense Reimbursement Policy) which is attached hereto as Exhibit 4.
9. **Cancellation Policy** - Customer must cancel no later than 21 days before the scheduled training start date to avoid a 25 percent cancellation penalty (25 percent of the published applicable fee). To cancel, customer should call the Avolve Education account representative. Avolve will work on a best effort basis to schedule alternative dates. Rescheduling training less than 21 days prior to the original start date is considered a cancellation of training, and the 25 percent penalty will be charged. In addition, please note that if nonrefundable airline tickets have been purchased at your request for Avolve staff, Customer will be responsible for these expenses.
10. **Recording Devices** - With the exception of accommodations made for disabled students and/or other separate written agreements between parties, Avolve strictly prohibits the use of audio or video recording devices during training.

Attachment A
Statement of Work

ProjectDox[®]

Electronic Document Management & Collaboration Solution

Infor / City of Orlando, FL
Statement of Work and Pricing
June 4th, 2015



avolve[®]
professional services

4835 East Cactus Road Suite 420, Scottsdale, Arizona 85252
Phone: 408.806.5382 www.avolvesoftware.com

EXECUTIVE SUMMARY

This Statement of Work will focus on the implementation of ProjectDox addressing the Customer's needs with regard to Building Department and Site Development Permit Plan Reviews.

The goal is to initially implement ProjectDox in an off the shelf manner, leveraging built in configuration and modifications features, to meet the basic functionality required to achieve the highest business value (the "Project").

This initial installation would be in standalone mode, not interfaced to any permitting system. Projects can still be created either manually or programmatically using the ProjectDox Project Creator screens or Services.

Subsequently, when the new permitting system is stabilized and ready to be interfaced with at the permit approval level and for each permit type(s), the plan is to then lightly interface the two systems at that point.

HIGH LEVEL SCOPE OF WORK

Phase 1 – Stand Alone – Approx 30-50 days

- **Software Installation** (Offsite/Remote)
- **Pre-Kickoff / Kickoff / Planning Session** (3 Staff/Onsite/2 Days)
 - Project Plan (task list/schedule/resource assignments) not to exceed budget
- **Configuration / Modification Session** (2 Staff/Onsite/3 Days)
 - Application Configuration / Workflow Modification Document
- **Configuration/Modification Effort** (Offsite/Remote)
 - Configured/Modified Working Application
- **Training Classes**
 - Delivery of classes as purchased – See Purchase Agreement/Sales Order
- **Application Acceptance Sessions** (2 Staff/Onsite/4 Days)
- **"Go Live"** (1 Staff/Onsite/2 Days)

Project Hiatus

(Approx 6-15 Months)

Phase 2 – Post New Permitting System Ready - Lightly Interfaced – 30-50 days

- **Design Sessions** (2 staff Onsite / 3 Days)
- **Development / Testing** (Offsite/Remote)
- **Interface QA/Acceptance** (2 Staff/Onsite/3 Days)
- **Additional Training Classes**
 - Delivery of classes as purchased – See Purchase Agreement/Sales Order

ACCEPTANCE PROCESS

There will be Key Deliverables, as identified below in the list of Project Key Deliverables, which will be subject to acceptance by the Customer ("Acceptance"). Upon completion of each Key Deliverable, Avolve shall deliver the Key Deliverable to the Customer, and the Customer shall approve or reject such Key Deliverable in writing to Avolve, giving detailed reasons for rejection if applicable, within seven (7) business days after receipt thereof, with such approval or rejection based solely on whether the relevant Key Deliverable substantially conform to the specification as defined in the Documentation (for the Software) or in this Statement of Work (for all other Key Deliverables). The Customer shall be deemed to accept any such Key Deliverable which Customer does not accept or reject within such period. Notwithstanding the foregoing or anything to the contrary in the Purchase Agreement, all other Deliverables provided under this Statement of Work shall be deemed to have been accepted by the Customer upon delivery.

PROJECT KEY DELIVERABLES

Phase 1 Key Deliverables

1. **Application Configuration / Workflow Modification Design Document (the "Design Document")**
 - Configuration / Modification Session Output
2. **Configured/Modified Working Application** *(the date Customer accepts this Key Deliverable is the Software Acceptance Date)*
 - Configuration / Modification Effort Output
3. **Go Live/Transition to Support/Phase 1 Completion**

Phase 2 Key Deliverables

1. **Interface Design Document (the "Design Document")**
2. **Interface Acceptance**
3. **Go Live/Transition to Support/Phase 2 Completion**

For the avoidance of any doubt, all right, title and interest in and to the Deliverables (including without limitation the above Key Deliverables), as well as the intellectual property rights to such Deliverables, shall belong to Avolve, subject to the limited license granted to the Customer pursuant to the Licensing Agreement.

AVOLVE PROJECT PLAN AND PROCESS

Promptly following execution of this Statement of Work, the parties shall meet to prepare the project plan (the "Project Plan"), which will be generally organized around the standard Avolve project OnBoarding process. The Project Plan contains a schedule, a list of tasks in a schedule format, assignments of specific team members over specific times and communication status reporting processes. The Project Plan is a living document that will be reviewed throughout the term of this Agreement and may be adjusted as reasonably necessary, as agreed to from time to time by the parties.

PROJECT ASSUMPTIONS AND CAVEATS

1. This Project was scoped based upon the joint response with Infor to the City of Orlando's RFP. These



conversations form the basis for Avolve's pricing and the Deliverables to be provided under this Statement of Work. Any deviation from these requirements will require a change order and may increase cost or estimated time of Project completion.

2. Avolve will have full access to all Project team members from the customer as needed to complete the successful implementation and roll out of ProjectDox. This access may require the team members of the customer to dedicate specific time to specific detailed tasks within the Project Plan. Team member tasks will be more clearly defined during the kickoff and planning sessions and documented in the Project Plan.
3. Customer and its third parties and/or subcontractors will fulfill the hardware requirements, as outlined in the ProjectDox Implementation Guide (a standard end user document that accompanies each version of the Software) in a timely fashion in order to keep the Project Plan on schedule.
4. Should the customer cause or contribute to the delay of any Deliverable, Avolve may elect to revise the Project Plan accordingly to compensate for the delay.
5. All parties will reasonably prioritize their efforts to meet the Project Plan schedule in order to achieve a rapid roll out model. In doing so, it is understood by all parties that multiple tasks may be in process at one time and Avolve may have more than one Systems Engineer working on the project at one time.
6. Client will provide adequate Project management for their own resources, and/or third parties, to collaborate with Avolve's project manager. Client subject matter experts and applicable users will be accessible and available in a timely fashion and for adequate and reasonable durations. Avolve will make sure that scheduling of interviews and meetings are adequately in advance of these resource allocations.
7. Avolve is planning to fully leverage ProjectDox as is, utilizing all built in configuration and modification features to meet the business needs.
8. ProjectDox Best Practices workflows for Code Enforcement and Land Use Planning will be used with minimum standard modifications to Forms and Process Steps.
9. Standard data interfaces, previously design for existing and current Infor customers utilizing ProjectDox and IPS 8.4, will be leveraged as much as possible.
10. Installation, Administration, Maintenance, and Support Initial Installation of the then current release of ProjectDox in no more than two (2) production environment and no more than one (1) non-production environment. No more than one (1) re-installation for each of the environments during the life of the project. It is understood that requests for installations and upgrades to various environments will be dynamic and Avolve will need to schedule resources to the best of our abilities – notice of at least twenty (20) business days will be required for Avolve to attempt to meet scheduling requests. Re-Installation is due to a deletion, corruption or some other unplanned impact to the environment(s). No more than one (1) upgrade per twelve (12) month period for each of the environments. Upgrades will be at the sole decision and discretion of Avolve Software.
11. Infor project staff may require ProjectDox training to better understand the functionality and capabilities of the ProjectDox application. This would be charged to Infor independent of this project's existing agreements.

CHANGE CONTROL PROCESS

The "Change Control Process" is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the Project Plan if mutually accepted.

Under the Change Control Process, a written "Change Request" (attached) will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require an amendment to the SOW and/or any other part of the Purchase Agreement.

PRICING

Applicant Community Outreach	AU-OUT	1	\$4,000.00	Each	\$4,000.00
Applicant Pilot Kickoff Training (12 Student Max)	AU-PILOT	1	\$7,000.00	Each	\$7,000.00
GIS User/Admin Training (12 Student Max)	AU-GIS	1	\$3,500.00	Each	\$3,500.00
Introduction Implementation Training Package* -1 Introduction to ProjectDox Course -1 Mark Ups -1 Project Administrator Course -1 System Adminsitrator Course -1 Approval Process Training Internal Users -1 Approval Process Training Admin/Coordinators *Max Students Per Class, 12	AU-PKG1	1	\$19,250.00	Each	\$19,250.00
ProService Hourly Rate	PS-225	629	\$202.50	Each	\$127,372.50
TOTAL					\$161,122.50

Professional Services will be invoiced monthly, at the unit price, as worked, in arrears, for actual units completed each month. Training will be invoiced when each class is scheduled.

TRAVEL ESTIMATE



Travel shall be a lump sum fee in the negotiated amount of \$16,840 and will be invoiced in arrears.

SOFTWARE ACCEPTANCE DATE AND FIRST YEAR SOFTWARE MAINTENANCE

Customer commits to purchasing one year of Software Maintenance, which will begin on the Phase 1 - Acceptance Key Deliverable (Acceptance Date). Avolve will invoice Customer for Software Maintenance following the Software Acceptance Date and Customer shall pay such invoiced amount pursuant to the terms of the Purchase Agreement. For all subsequent years of Software Maintenance purchased by Customer, invoicing and payments shall be as set forth in the Purchase Agreement.

STATEMENT OF WORK ACCEPTANCE

Once fully executed, this document will become the Statement of Work for the Project defined in this document. Avolve and Customer's signatures below authorizes Avolve to begin the services described above and indicates Customer's agreement to pay the invoices associated with these services delivered as described.

This Statement of Work is provided pursuant to the Professional Services Agreement to which it is attached. In the case of a conflict between the terms of this Statement of Work and the Terms and Conditions of Professional Services Agreement, the Terms and Conditions of the Statement of Work shall control unless expressly set forth otherwise herein.

SIGNATURES

Infor	Avolve
Authorized Signature:	Authorized Signature:
Title:	Title:
Date:	Date:

EXHIBIT A : CHANGE REQUEST FORM

Project Name:	
Customer Name:	
Change Request Number:	
Date:	
Submitted by:	
Change Evaluator:	

CHANGE REQUEST DESCRIPTION	
IMPACT OF CHANGE	
PRICE	
SIGNATURES	

Status: Accepted/Rejected		Reason:	
Avolve Approval:		Date:	
Customer Approval		Date:	

Attachment B
Certificate of Insurance

We have attached a Certificate of Insurance, showing the City of Orlando as the Certificate Holder, on the following pages.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance of AZ, Inc 2800 North Central Avenue, Suite 1600 Phoenix AZ 85004		CONTACT NAME: Debbie Lombardero, CIC, CISR PHONE (A/C, No, Ext): 602-664-7026 FAX (A/C, No): E-MAIL ADDRESS: dlombardero@bbphoenix.com		
INSURED AVOLSOF-01 Avolve Software Corporation 4835 East Cactus Road Scottsdale AZ 85254		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Prop Cas Co of Amer		25674
		INSURER B: Standard Fire Insurance Co		19070
		INSURER C: Allied World Assurance Co (US) Inc		19489
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 81063808

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Dec = \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	ZPP41M23114	1/2/2015	1/2/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$10,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	N	BA4F626765	1/2/2015	1/2/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000	Y	Y	ZUP71M23120	1/2/2015	1/2/2016	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	\$4,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB4F631401	1/2/2015	1/2/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Professional Liability			03093927	1/2/2015	1/2/2016	Each Claim	\$3,000,000
							Aggregate	\$3,000,000
							Retention	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured applies where required by written contract to General Liability per attached form CG D4 17 07 08 including Waiver of Subrogation, Primary & Non-Contributory applies to General Liability per attached form CG D4 25 07 08. Also, where required per written contract, Additional Insured Automobile Liability applies per attached form CA T3 53 03 10. Excess Liability is Following Form for both General Liability and Automobile Liability.
Waiver of Subrogation applies to Workers' Compensation per attached form WC000313 (00)-01.

CERTIFICATE HOLDER**CANCELLATION**

City of Orlando
400 S. Orange Avenue
PO Box 4990
Orlando FL 32802-4990

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This end

is and is not covered.

- | | |
|--|---|
| <p>A. Reasonable Force Property Damage - Exception To Expected Or Intended Injury Exclusion</p> <p>B. Non-Owned Watercraft Less Than 75 Feet</p> <p>C. Aircraft Chartered With Pilot</p> <p>D. Damage To Premises Rented To You</p> <p>E. Increased Supplementary Payments</p> <p>F. Who Is An Insured - Employees And Volunteer Workers - First Aid</p> <p>G. Who Is An Insured - Employees - Supervisory Positions</p> <p>H. Who Is An Insured - Newly Acquired Or Formed Organizations</p> <p>I. Blanket Additional Insured - Owners, Managers Or Lessors Of Premises</p> | <p>J. Blanket Additional Insured - Lessors Of Leased Equipment</p> <p>K. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>L. Blanket Additional Insured - Broad Form Vendors</p> <p>M. Who Is An Insured - Unnamed Subsidiaries</p> <p>N. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>O. Medical Payments - Increased limits</p> <p>P. Contractual Liability - Railroads</p> <p>Q. Knowledge And Notice Of Occurrence Or Offense</p> <p>R. Unintentional Omission</p> <p>S. Blanket Waiver Of Subrogation</p> |
|--|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE - EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2., of SECTION 1 - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- a. Expected Or Intended Injury Or Damage
 "Bodily injury" or "property dam-

from the
 his exclu-
 sively injury"
 ting from
 to protect

any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION 1 - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.

2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All P Or Damage or Total Exclusion in its title. A of Insurance damage" as described of Section III - Limits Of Insurance.

3. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense

of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), above do not apply to providing first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers".

hours or you are deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

H. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II - WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II - WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

any organization which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180

period;

- b. Coverage does not apply to "bodily injury" or "property damage" that occurred or formed and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is an insured, but only with respect to "bodily injury", "personal injury", or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed

and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

sale of "your products";

- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional Insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED**:

No person or organization is an Insured with respect to the conduct of any cur-

rent or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

O. MEDICAL PAYMENTS - INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE**:

- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- (a) \$10,000; or
- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY - RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any Insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to

com-

ized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the Insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that limits coverage for "bodily injury" or "property damage" caused by an "occurrence" that takes place; or

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ers To Us, of SECTION IV - COMMERCIAL
GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that Insured's right of any person or organization, but s we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE - ADDITIONAL INSURED - PRIMARY AND
NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER
INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to
Primary Insurance, of
COMMERCIAL GENERAL LIABILITY

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must be on a non-contributory basis, or a primary basis, this insurance is that is available to the insured which covers such additional insured as a

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named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and

(2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional Insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: **UB4F631401**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

DATE OF ISSUE: 03-05-13

ST ASSIGN:



Attachment C

Solution Description

The following Attachment C describes the product solution in detail.

ProjectDox

Digitally Transforming Business Operations One Process at a Time

Public Service Excellence

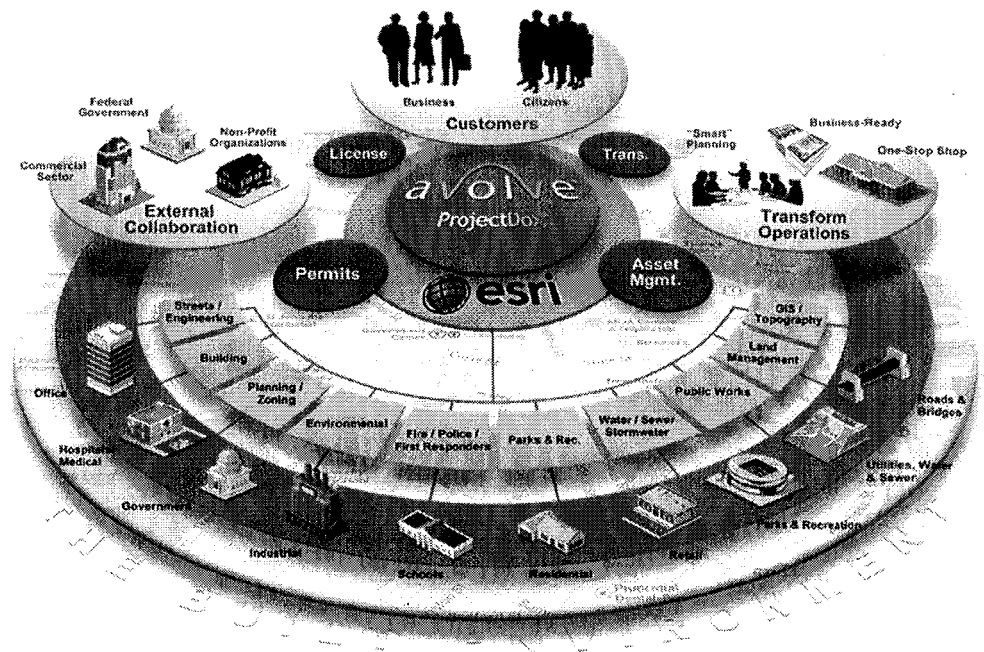
ProjectDox helps organizations create new business practices and improve existing ones. And, when agencies operate more efficiently, so do the jurisdictions they serve.

- With electronic plan review and submission, Building Departments streamline the approval process and send projects out to bid sooner. These accomplishments stimulate the economy and increase tax revenues.
- ProjectDox gives Public Safety Department Inspectors and first responders anytime, anywhere access to consistent, up-to-date building plans and GIS data. This capability helps save lives and resolve potential crisis situations before they escalate.
- Public Works Department projects typically affect infrastructure and assets managed by other agencies. With a simple email invitation, ProjectDox opens the door to cross-agency digital collaboration, thereby mitigating risk from project onset and moving joint ventures forward at a quicker pace.

Achieving Faster Time to Value

ProjectDox from Avolve Software is a project-centric data repository and business process enabler for all types of building information. It helps project teams work together more efficiently on just about anything. The software supports data access and response across organizational, departmental, and functional boundaries according to prescribed business rules for workflow management. The ProjectDox information hub includes related GIS, built, and as-built data, which provide all project documents and critical location awareness for planners, developers, first responders, and other users for the complete project lifecycle.

The figure below illustrates how Municipal and Federal agencies, businesses, non-profits, and private citizens use ProjectDox to manage processes such as permitting, licensing, design submission and review, site inspections, capital improvements, emergency preparedness prototyping, rescue operations, and special event planning.



Features

From pre-planning through demolition, ProjectDox digitally transforms the way organizations manage building-related projects. By enhancing efficiency, teamwork, portability, auditability, operational transparency, and accuracy, ProjectDox helps organizations and the communities they serve achieve faster time to value.



How ProjectDox Works

ProjectDox is easy to use. Project Managers invite team members via email to access a ProjectDox web portal. They assign specific tasks and due dates to each invitee. Managers upload project files, and other stakeholders upload the first round of project documents. Thus begins a back-and-forth, workflow-driven electronic conversation among team members until all issues are resolved.

Throughout this iterative process, reviewers:

- Read each other's comments
- Mark up documents concurrently
- Overlay document version to compare changes
- View GIS location information in conjunction with project files to make more informed decisions
- Generate reports
- Resolve potential conflicts with minimal effort using ProjectDox annotation, checklist, and specialized notes features

In addition, ProjectDox supports a complete audit trail of all project activity to help keep projects on schedule and ensure individual accountability.



Avolve Software Corporation
4835 E. Cactus Road Suite 420
Scottsdale, AZ 85254-3546
602.714.9774 | f 602.923.3544
www.avolvesoftware.com

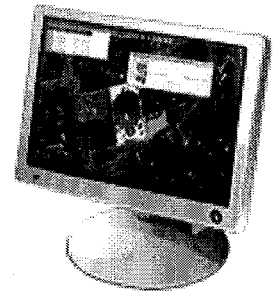
©2014 Avolve Software Corporation. All rights reserved. ProjectDox is a registered trademark.

ProjectDox can be integrated with other government software and e-permitting products. Talk to your Avolve Software sales representative for details.

Comprehensive collaboration tools provide electronic communication among all project team members for more rapid project review and problem resolution. Unlike proprietary information silos that support point solutions and typically restrict access to a specific user group, ProjectDox is an enterprise project hub, or virtual collaboration workspace, where all participants can share project files. In fact, it is the single place in the jurisdiction where internal, external, and cross-agency stakeholders can assemble electronically to collaborate and communicate.

Screen rendition of over 250 document types enhances usability and reduces the learning curve. Because ProjectDox displays screen renditions rather than original documents, consultants can continue using familiar in-house software such as AutoCAD, and internal reviewers can view and mark up the rendered AutoCAD drawings with ProjectDox tools. There's no need to purchase or learn the native application.

Location awareness maps the built environment layer on top of an Esri GIS database for more thorough project management across the jurisdiction. By having simultaneous access to project and GIS information in one application (ProjectDox), organizations can better coordinate design, development, and construction tasks while managing their potential impact on the environment. Moreover, first responders and agencies such as FEMA and Homeland Security can realize a faster call to action for emergency planning, preparedness, and resolution by tagging as-built specifications back to the land base. With ProjectDox, these agencies have fingertip access to electronic versions of all critical building and GIS data – blueprints, construction drawings, utility shutoffs, access points, maintenance manuals, area maps, demographics, road and utility infrastructure, and physical topography – in one location.



Open access simplifies job operation and promotes portability. Participants access ProjectDox via a standard web portal from any computer with Internet access. When working remotely, they never have to worry about connecting to work servers because all required files reside in ProjectDox. On the IT side, ProjectDox preserves investments in existing technology and workflow. The software easily integrates with diverse third-party business applications such as permitting and land management applications that may be standard protocol at agency sites.

Summary

ProjectDox is a central meeting place where all project participants across agency departments, external organizations, and the public at large can assemble electronically to view, mark up, and comment on the same set of project documents. Unlike legacy silo approaches that complicate, compartmentalize, and delay projects, ProjectDox is an open access, building information management hub and business process enabler for all projects throughout the building lifecycle. The benefit is faster time to value through increased collaboration, efficiency, accuracy, and productivity.

Municipal and Government agencies help the public they serve envision, invest in, and build their future. ProjectDox is a valuable partner on that road to progress.