



City of Ocala, FL

ProjectDox® ePlan Solution Proposal

July 24, 2017



Prepared by your Avolve Software Representative

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Quote Ref #201707-1059

Amendment 1 -
Service Upgrade and
Hosting Agreement

CONTRACT# ITS/15-006



ProjectDox® Price Quotation

Quote Delivered To

Tye Chighizola
310 SE 3rd Street
Ocala, FL
34471

City of Ocala, FL

Date of Quote: 7/24/2017

Quote Valid Until: 9/29/2017

ProjectDox ePlan Solution Pricing Agreement

PRODUCTS

Product Name	Product Code	Description	Qty	Unit Price	Total Price
Standard Permit Integration Connector Tier 4	SOFT-PCON4	ProjectDox Integration Integration Connector. Supports up to 18 standard fields. Integration for new permitting system of customer's choice.	1.00	\$10,000.00	\$10,000.00
Products Sub-Total:					\$10,000.00

TRAINING

Product Name	Product Code	Description	Qty	Unit Price	Total Price
BIC Project Flow Training Package	TES-UPFTRAINPK	Package includes 1 of each of the following on-site classes with 12 participants: - PA Training (4hrs with focus on Project Administration) - SA Training (4hrs with focus on Project Flow Administration) - BICWFPRNF (2hrs Best In Class WF for Plan Reviewers - reviews new features of ProjectDox and layout of ProjectFlow eForm) - BICWFCORNF (2hrs Best In Class WF for Coordinators/Techs - reviews new features of ProjectDox and layout of ProjectFlow eForm)	1.00	\$5,850.00	\$5,850.00
Training Sub-Total:					\$5,850.00

PROFESSIONAL SERVICES

Product Name	Product Code	Description	Qty	Unit Price	Total Price
ProjectFlow Professional Services Onboarding	PS-PF.ONBRD	Professional Services for the OnBoarding of ProjectFlow. Includes current integration for Trakit. Includes: 1 Best In Class ProjectFlow Building Review and 1 Best In Class ProjectFlow Site Dev/Subdivision (Combining the existing two workflows)	1.00	\$55,000.00	\$55,000.00
Assurance Services	PS-AS	Any amount not used can be rolled to use for other service or training needs	1.00	\$10,000.00	\$10,000.00

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ProjectDox Tier 4 Hosting Set Up	SET-UP4	One Time Fee.	1.00	\$10,000.00	WAIVED
ProService Hourly Rate	PS-225	Upgrade 8.3 to 8.6 Production and Test Environments	67	\$225.00	WAIVED
Data Migration to Hosting	PS-DPMT1	Data Migration Production <500 GB	1.0	\$18,270.00	\$18,270.00
Professional Services Sub-Total:					\$83,270.00

Payments are set forth below in Cost Breakdown. Payment is due 30 days from date of invoice.
Travel and Expenses are not included in this total.

Grand Total Products, Training, and Services:	\$99,120.00
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ANNUAL RECURRING HOSTING – FIVE YEAR TERM

Product Name	Product Code	Description	Qty	Unit Price	Total Price
ProjectDox Tier 4 Hosting	HOST-4.2	Annual fee of \$120,000 for Production and Shared Test Environment with File and Database Backup on the Primary Site and at a Secondary Backup Site. Invoiced Annually. Configuration includes the following (for the annual term): Managed Services: • 24x7 Server alert monit. • 24x7 App services alert monit. • Server OS patching/updates • Resource allocation services • ProjectDox DB performance maint. • Server access management • Intrusion detection/threat mgmt. • Intrusion log mgmt. • Dual-site backup mgmt. Production System Content Storage: 1TB Pd'n File Storage St.1 1.25TB Pd'n File Storage BkUp St.1 1.25TB Pd'n File Storage BkUp St.2 Production System Database Storage: 50 GB DB Storage 300 GB DB BkUp 7-Day* 610 GB DB BkUp 14-Day St.1* 55 GB DB BkUp 14-Day St.1 610 GB DB BkUp 14-Day St.2* 55 GB DB BkUp 14-Day St.2 Shared Test System Environment: 10 GB Test File & DB Storage – Site 1 12.5 GB Test File & DB BkUp – Site 1	5.00	\$120,000.00	\$600,000.00

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		12.5 GB Test & DB BkUp – Site 2			
		Shared Test Environment Restrictions: • No direct OS and hardware configuration • No custom SSRS report creation and testing • PDox Project Creator Service installed on customer site for 3rd party integration • No ProjectDox HTML Viewer support • No VPN access to the Test system *5 Min Transaction Log BkUp			
(Five Years) Annual Recurring Hosting Sub-Total:					\$600,000.00

Payments are set forth below in Cost Breakdown. Payment is due 30 days from date of invoice. Travel and Expenses are not included in this total.	Grand Total Annual Hosting for 5 Years:	\$600,000.00
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Cost Breakdown

Total Year One @ Contract Execution <i>(1st Year Annual Hosting + Hosting Data Migration)</i>	\$138,270.00
Remaining Products, Training, and Services to be invoiced as delivered	\$80,850.00
Total Year Two Hosting <i>(Annual Hosting)</i>	\$120,000.00
Total Year Three Hosting <i>(Annual Hosting)</i>	\$120,000.00
Total Year Four Hosting <i>(Annual Hosting)</i>	\$120,000.00
Total Year Five Hosting <i>(Annual Hosting)</i>	\$120,000.00

Initial Hosting Term: Five years, calculated from Date of Installation of Software.

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ADDITIONAL STORAGE OPTIONS IF NEEDED IN FUTURE YEARS 2-5

Additional 1 TB File Storage for Production	HOST-1TBP2	Additional 1 TB File/Backup Storage for Production System Only Monthly/Invoiced Annually. Primary and Secondary Backup Sites. This product includes: 1 TB of File Storage St.1 1.25 TB File Storage BkUp St.1 1.25 TB File Storage BkUp St.2	12	\$800.00	Each	\$9,600.00
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**Additional 100 GB Database/Backup Storage and Secondary Site Backup for Production System Only
Monthly/Invoiced Annually. Includes the following items:**

100GB DB Storage St.1
600GB DB Storage 7-Day 5min TLog BkUp St. 1
1220GB DB Storage 14-Day 5min TLog BkUp St. 1
110GB DB Storage 14-Day BkUp St. 1
1220GB DB Storage 14-Day BkUp St. 2
110GB DB Storage 14-Day BkUp St. 2)..... **\$ 800.00 per Month**

Customer acknowledges that Avolve shall notify and charge Customer for optional services in accordance with Avolve's then-current Storage and Backup Standards Practices, a copy of which is available to Customer upon request. **Options included in this quotation shall be charged as quoted.**

Payment Terms:

Total Fee's for Year One Hosting plus Data Migration are due at contract execution (\$138,270.00). The remaining Products, Training, and Services will be invoiced as delivered to customer. The remaining annual hosting fee's for years two thru five will be invoiced on the respective annual hosting renewal date at \$120,000.00 per year. The amounts set forth in this Proposal shall be invoiced upon customer signature and receipt of purchase order from Customer. Payment is due 30 days from date of invoice. 1.5% service charge per month will be applied after 30 days of invoice date (18% per annum).

Specific Terms and Conditions:

Customer has previously purchased licenses and maintenance services from Avolve pursuant to the SOW for ProjectDox ePlan Solution dated Dec 12, 2010 (the "Agreement"). Pursuant to the Agreement, Customer now desires to purchase hosting services and other professional services pursuant to the terms of the Agreement, this Proposal and Exhibit A (the Hosted Services SOW). In the case of a conflict between these documents, the order of precedence shall be: (1) this Proposal; (2) the Hosted Services SOW; and (3) the Agreement.

Travel and Expenses are not included in this total and will be invoiced separately, at cost, if required.



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Annual Support and Maintenance is not included in the totals listed above. Support and Maintenance will continue to be billed annually on the respective term date. (Current term dates 12/10/2016 thru 12/9/2017)

The scope of this project is limited to the software, services, customizations and integrations noted within this agreement. Any additional requirements identified during the project are subject to additional cost.



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Exhibit A

Avolve Hosted Services SOW

This Avolve Hosted Services SOW ("SOW") is entered into by Avolve and Customer, as of the Effective Date set forth below, pursuant to the Avolve Software Sales Order to which it is attached and is subject to the Avolve General Terms and Conditions ("GTCs"). All capitalized terms not defined otherwise herein shall have the definitions given to them in the GTCs. In the case of a conflict between this SOW and the GTCs, the GTCs shall control unless expressly set forth otherwise in this SOW.

1. Term. This SOW shall have the initial Hosting Term identified on the Order Form to which this SOW is attached. UPON THE EXPIRATION OF THE INITIAL HOSTING TERM, THE HOSTING TERM SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL HOSTING TERMS EACH EQUAL TO TWELVE (12) MONTHS, AT AVOLVE'S THEN CURRENT FEES, UNLESS EITHER PARTY PROVIDES NOTICE OF NON-RENEWAL AS SET FORTH IN THIS SECTION 1. Avolve will provide notice of non-renewal or a notice of the fees due for each renewal Hosting Term at least forty five (45) days prior to the commencement of the new Hosting Term. If a notice of fees is provided, it will be in the form of an invoice. Licensee acknowledges that it is its responsibility to provide a current email address to Avolve and to monitor such address for such notices. Licensee may elect not to renew a Hosting Term by providing notice to Avolve at least forty five (45) days prior to the commencement of the renewal Hosting Term.
2. Hosting Services
 - 2.1. During the Hosting Term, Avolve (or its third-party agent) shall host the Software on servers or other equipment controlled by Avolve and made available to Licensee and Licensee's Users through the Internet. The hosting services shall be provided pursuant to the hosted services SLA attached hereto as Attachment 1.
 - 2.2. Subject to Licensee remaining current on all Avolve Support fees, during the Hosting Term, Avolve (or its third-party agent) shall maintain the hosted Software for Licensee in accordance with the Avolve Support Terms attached as Schedule A to the GTCs, such that the hosted Software shall be the most current software release level generally available. For clarity, Licensee is not a user of any Avolve cloud service and the hosted Software is not a Avolve cloud service.
 - 2.3. Licensee understands that its Users or Avolve may be transmitting Licensee's and its Users' data (collectively, the "User Data") over the Internet, and over various networks, only part of which may be owned by Avolve. Avolve is not responsible for any portions of User Data that are lost, altered, intercepted or stored without authorization during the transmission of User Data across networks not owned by Avolve. As between Avolve and Licensee, Licensee shall remain the sole owner of User Data. Licensee hereby grant to Avolve the non-exclusive right to use, copy, distribute and display User Data solely in connection with Avolve's hosting and maintenance of the Software and enforcement of the Agreement. Licensee, not Avolve, shall have responsibility for the accuracy, integrity, and reliability of User Data and Users



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use of the Software, and Avolve shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of User Data or any destruction, damage, loss or failure caused by Users use of the Software. Avolve will use commercially reasonable efforts to protect any User Data provided to Avolve by Users in the course of using the Software as confidential in accordance with Section 10 of the GTCs.

- 2.4. The hosted Software shall be programmed to permit User Data storage and perform data backups of User Data stored within the hosted Software, in accordance with Avolve's then-current standard storage limits and data backup, a copy of which is available from Avolve upon request. Licensee may purchase, at an additional cost, additional storage and/or backup services. In the event of any loss, destruction, damage or corruption of User Data caused by the hosting services or Avolve Materials, Avolve, as its sole obligation and liability and as Licensee's sole remedy, will use commercially reasonable efforts to restore User Data from Avolve's most current backup of User Data.

3. Licensee Responsibilities

- 3.1. Licensee Connection. Licensee is responsible for obtaining and maintaining connection to the hosted Software, including the Internet connection. Avolve shall not be responsible for any inadequacy or lack of functionality of Licensee's connection to the hosted Software or the inability of the Licensee's computer, telecommunications provider, or other equipment and capabilities to access or use the hosted Software. Avolve will make commercially reasonable efforts to update the hosted Software, if and as required, to cause it to operate under new versions or releases of current operating systems and internet browsers, within fifteen (15) months of general availability.
- 3.2. Passwords, Access. Licensee may designate and add Users and shall provide and assign unique passwords and user names to each authorized User pursuant to Avolve's then-current protocols. At Avolve's discretion, Users may be added either by Avolve or directly by Licensee. Licensee shall ensure that multiple Users do not share a password or user name. Licensee further acknowledges and agrees that it is prohibited from sharing passwords and/or user names with unauthorized users. Licensee will be responsible for the confidentiality and use of its Users passwords and user names. Avolve will act as though any electronic communications it receives under such passwords, user names, and/or account numbers have been sent by Licensee. Licensee agrees to immediately notify Avolve if it becomes aware of any loss or theft or unauthorized use of any of passwords, user names, and/or account numbers.
- 3.3. User Data. Licensee warrants and covenants that it owns or otherwise has and will have the necessary rights and consents in and relating to the User Data so that, as received by Avolve and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable laws or and government regulations, including but not limited to all foreign, United States federal and United States state recording laws.



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- 3.4. Other Responsibilities. Licensee will (a) be responsible for the accuracy, quality and legality of User Data and the means by which it acquired User Data, (b) be responsible for cooperating and assisting Avolve as reasonably requested by Avolve to facilitate performance of Avolve's obligations and exercising of its rights under this Agreement, and (c) use commercially reasonable efforts to prevent any security breach, including any unauthorized access to or use of Avolve Materials. Should Licensee become aware of any actual or threatened security breach, Licensee shall promptly notify Avolve and take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Avolve Materials).
4. Fees. Licensee shall pay Avolve the professional services fees set forth on the Order Form to which this SOW is attached, pursuant to Section 4 of the GTCs.
5. Suspension Right. Avolve reserves the right to include disabling devices in the service and Software provided under this Agreement and to use such disabling devices to suspend access and/or use when any payment is overdue or when Avolve believes that Users are using the Avolve Materials not in accordance with the Documentation, the Agreement and/or applicable laws and government regulations. Licensee agrees that Avolve shall not be liable to Licensee, Users or to any third party for any suspension of access to the hosted Software pursuant to this Section 5. If suspended for failure to pay, upon payment in full of all amounts overdue (including any interest owed), Licensee may request the reactivation of its account. Avolve shall reactivate within seven (7) days of receiving in advance all applicable reactivation fees, provided that Avolve has not already terminated this SOW or the Agreement.
6. Termination Rights. The terminations rights are as set forth in the GTCs. Upon expiration or termination of this SOW, Avolve shall promptly cease hosting of the Software, **and provide, at no additional cost,** ~~Licensee may request within the first thirty (30) days following expiration or termination of this SOW to be provided, at no additional cost,~~ one copy of Licensee's then-current User Data in a format reasonably acceptable to Avolve. ~~Licensee acknowledges that after this time period, Avolve shall have the right to irretrievably destroy all User Data hosted by Avolve hereunder.~~
7. Electronic Signature(s). Avolve, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

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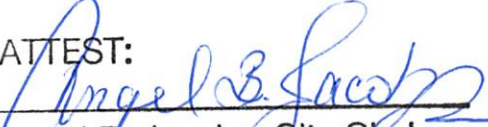
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Signature

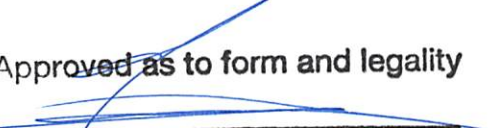
IN WITNESS WHEREOF, the parties hereto, each by a duly authorized representative, have executed this SOW as of _____ ("Effective Date"):

Customer: <u>City of Ocala</u>	Avolve Software Corporation
Signature: 	Signature: Jay Mayne Digitally signed by Jay Mayne DN: cn=Jay Mayne, o=US, ou=Avolve Software, ou=CFO, email=jmayne@avolvesoftware.com Date: 2017.08.16 14:54:50 -06'00'
Printed: Brent R. Malever	Printed:
Title: Council President	Title: CFO
Date: 9/19/2017	Date: 8-16-2017

ATTEST:


Angel B. Jacobs, City Clerk

Approved as to form and legality


Patrick G. Gilligan, City Attorney



ACCEPTED BY CITY COUNCIL
September 19, 2017
DATE
OFFICE OF THE CITY CLERK

OFFICE OF THE CITY CLERK
DATE
RECEIVED BY CITY COUNCIL

Approved as to form and legality
Patrick G. Gilligan, City Attorney

Attest:
Carol A. Jacobs, City Clerk

Handwritten notes and signatures, including "I hereby certify" and "Witness my hand and seal".



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Attachment 1

Avolve Hosted Services SLA

Service Level Commitment

Avolve will use commercially reasonable efforts to make the hosted infrastructure available with an Annual Uptime Percentage of at least 99.99%, excluding Planned Maintenance. In the event that Avolve does not meet this uptime commitment, Licensee will be eligible to receive a Service Credit for 1% of the monthly fee for each one (1) hour of downtime during Licensee's normal business hours, up to 50% of Licensee's monthly Hosting Service fee.

Definitions

- "Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of 10-minute periods during a calendar month in which the hosted infrastructure was Unavailable to Licensee.
- "Availability" or "Unavailability" means the ability or inability to use the hosted infrastructure. For the avoidance of any doubt, it does not include any downtime due to Software issues. Downtime due to Software issues is solely addressed in the Avolve Support Terms, attached as Schedule A to the GTCs.
- "Claim" means a claim for a service credit Licensee submits by opening a support case with Avolve, on the basis that the hosted infrastructure has been Unavailable to Licensee during a service month.
- "Planned Maintenance" is any time that Avolve or its third-party agent may render the hosted infrastructure unavailable in order to perform upgrades, updates, enhancements, patches, routine and emergency maintenance activities. Avolve shall use commercially reasonable efforts to limited Planned Maintenance to being between the hours of 7 pm Mountain Standard Time and 7 am Mountain Standard Time during business days and to provide at least five days advanced notice. However, in the case of emergencies, such limitations may not be possible. In such situations, Avolve will promptly notify Licensee as soon as reasonably feasible of the Planned Maintenance.

Service Credit Requests

To receive a service credit, City must notify Avolve and submit a Claim within thirty (30) days from the incident that would be the basis for the claim. To be eligible, the Claim must include (a) the dates, times, description and duration of each incident experienced; and (b) the City's event logs or any other system telemetry that document the errors and corroborate the claimed Unavailability (any confidential or sensitive information should be removed). Failure to provide a timely Claim, which includes all the required information, will disqualify the Claim and you from receiving a service credit. If Avolve validates the Claim, then Avolve will issue the service credit within two billing cycles following the month in which the Claim is submitted.

Service Credit Provisions



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

The maximum service credits awarded with respect to Claims the Licensee submits in any calendar month shall not, under any circumstance, exceed in the aggregate 50% of the Licensee's equivalent monthly Service fees for such month. Licensee may not submit any other Claim under any other service level agreement with respect to the same incident. Avolve will use all information reasonably available to it to validate Claims and make a good faith judgment on whether a service credit should be applied to the Claim.

SLA Exclusions

This SLA does not apply to any Availability or Unavailability of the hosted infrastructure:

- Caused by factors outside of Avolve's reasonable control, including any force majeure event or interruption or impediment to Internet access or related problems beyond the demarcation point of Avolve and its hosted infrastructure suppliers.
- That result from Licensee's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Avolve's direct control)
- That resulted from Planned Maintenance or associated to Beta, Evaluation, Non-Production systems, and Trial Services accounts
- That result from any actions or inactions from Licensee or any third party, including employees, agents, contractors, or vendors, or anyone gaining access to the hosted infrastructure by means of Licensee's passwords or equipment
- Arising from Avolve's suspension and termination of Licensee's right to use the hosted infrastructure in accordance with the Agreement.

Avolve may, but is not obligated to, issue a service credit in Avolve's sole discretion where Licensee's use of the hosted infrastructure may be Unavailable due to factors other than expressly provided here in this Avolve Hosted Services SLA.