DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD   OREGON CITY, OR 97045

December 11, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Service Agreement with Avolve Software Corporation for permit application software. Agreement Value is $1,071,959.85 for 5 years. Funding is through permitting revenues. No County General Funds are involved.

Previous Board Action/Review	07-23-2020: The first 5 year contract with Avolve Software was approved by the Board		
Performance Clackamas	-Vibrant economy -Strong infrastructure		
Counsel Review	Yes	**Procurement Review**	Yes
Contact Person	Cheryl Bell	**Contact Phone**	(503) 260-7124

EXECUTIVE SUMMARY:
The Development Services programs, within the Department of Transportation and Development (DTD), serve as the permitting authorities for unincorporated Clackamas County and select cities (through intergovernmental agreements). On July 23, 2020, DTD requested, and the Board approved, entering into a contract with Avolve Software to purchase, through an SHI International Corp. cooperative agreement, the ProjectDox and Online Application Submission (OAS) electronic plans review platform – branded by Clackamas County as Development Direct.

Development Direct (Avolve products ProjectDox and OAS) is a cloud hosted solution (SaaS) used by our customers to submit project applications, make payments, upload drawings, and manage the plan review process through permit issuance. The system provides the ability to see project status in real-time, and to invite multiple agencies and reviewers to a project. Currently the Building Codes, Septic, and Development Engineering programs use Development Direct, and the Land Use Planning program will join the platform in 2026.

Over the past five years, DTD has integrated Development Direct with our primary permitting software – Accela, and has refined, customized and added components to Development Direct to enhance the staff and customer experience. Due to this, DTD is requesting a contract directly with Avolve for a new 5-year contract, via the Sole Source procurement process, to maintain continuity of service. Contracting with Avolve also allows DTD to work directly with the vendor for billing and invoicing needs, instead of through a large cooperative reseller, which will result in significant time savings for staff.

For Filing Use Only

Included in the new contract are:
- 5 years of licenses for:
  - Our existing customer online submittal portal (OAS) that includes issuance of self-service trade permits (SSA)
  - Use and maintenance of our three established environments (Production, Test, and Development)
- Assurance Services support hours, which can be used on an on-call basis for software upgrades and approved work change requests
- Continued integration of ACH/electronic check payment functionality
- Development of Land Use/Planning and Septic Operations and Maintenance permit intake and review workflows
- Negotiated costs for system refreshes and increased user counts
- New functionality including access to a data warehouse, enhanced reporting, and new GIS functionality.

PROCUREMENT PROCESS: Approval of the purchase is being requested under the Local Contract Review Board Rule C-047-0275, Sole-Source Procurements.

RECOMMENDATION: Staff respectfully recommends the Board of County Commissioners approve and sign Software as a Service Agreement #0000001557 with Avolve Software Corporation for provision of licensing, maintenance and professional services for the SaaS hosted ProjectDox and OAS applications.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

AVOLVE SOFTWARE CORPORATION

Software as a Service Agreement #0000001557

This agreement ("Agreement") is made this December __, 2025 ("Effective Date") by and between Avolve Software Corporation, a Delaware corporation with offices at 21001 N Tatum Blvd. Suite 1630-503   Phoenix, Arizona 85050, United States of America, ("Avolve" or "Services Provider") and Clackamas County ("Customer").

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

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

WHEREAS the Customer desires to purchase use rights for the Avolve SAAS Solution and related Professional Services (the "Renewal Purchase") from Avolve and pay for such purchases directly; and

WHEREAS Avolve and Customer now desire to provide the terms and conditions under which Avolve will provide the Renewal Purchase to Customer, as well provide the terms and conditions for the Customer to purchase other Professional Services from Avolve;

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

Definitions

- **Reasonable Best Effort means the efforts that a reasonable person in the position of the obligated party would use under similar circumstances to carry out its obligation in question as promptly as reasonably possible, consistent with good faith efforts and commercially reasonable practices, without the obligated party having to take actions that would cause significant hardship, expense or risk.**

- **Incident Reports means a report in Avolve's standard incident report format, available upon request.**

SECTION A. – AVOLVE SAAS SOLUTION

1.   Avolve SAAS Solution.

- Use Rights. Subject to Customer's compliance with all the terms and conditions of this Agreement, Avolve grants to Customer a non-exclusive, non-transferable, non-sublicensable right during the subscription term ("Subscription Term") identified in the Quote attached hereto as Exhibit B to permit Users to use the Avolve SAAS Solution identified (also identified in Exhibit B) for Customer's internal business operations as further set forth in the SOW.

    a.   As used in this Agreement, "User" means authorized Customer employees and third parties that require access to the Avolve SAAS Solution in connection with the Customer's internal business operations, such as the Customer's administrators, contractors, reviewers, and applicants.

    b.   Storage. The Avolve SAAS Solution will include for the initial and renewal Subscription Term the amount of storage set forth in Exhibit B. Customer acknowledges that should Customer exceed the included storage limits after Avolve has sent notice to Customer in accordance with Avolve's then-current standard storage limits and data backup practices (available upon request), additional charges will be incurred by Customer. Avolve shall invoice Customer for any such additional

incurred charges, and Customer shall pay such invoices, in accordance with Section C of this Agreement. Avolve may, in its sole discretion, increase the amount of standard storage included at no additional charge with the Avolve SAAS Solution, with such modification to become effective upon the effective date of any renewal term provided that Avolve provides Customer written notice of such modification at least ninety days in advance of the expiration of the then-current Subscription Term.

c.   <u>Restrictions on Use</u>. Customer will not, and will ensure that its Users do not: (i) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, host or transmit in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, any part of Avolve SAAS Solution or any other Avolve materials; (ii) use the Avolve SAAS Solution or any other Avolve materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training); (iii) assign, sublicense, sell, lease, loan, resell, sublicense or otherwise distribute or transfer or convey the Avolve SAAS Solution or any other Avolve materials, or pledge as security or otherwise encumber Customer's rights under this Agreement; (iv) make any use of or perform any acts with respect to the Avolve SAAS Solution or any other Avolve materials other than as expressly permitted in accordance with the terms of this Agreement; or (v) use the Avolve SAAS Solution components other than those specifically identified in the Exhibit B and then only as part of Avolve SAAS Solution as a whole, even if it is also technically possible for Customer to access other Avolve SAAS Solution components; or (vi) modify, further develop or create any derivative works of, disassemble, decompile, reverse engineer or otherwise attempt to obtain or perceive the source code from which any part of Avolve SAAS Solution is compiled or interpreted, or access or use Avolve SAAS Solution in order to build a similar or competitive product or service; (vii) allow use of the Avolve SAAS Solution or any other Avolve materials by anyone other than authorized Users; (viii) publish any results of benchmark tests run on Avolve SAAS Solution; (ix) unless otherwise expressly authorized in writing by Avolve, use the Avolve SAAS Solution in connection with any software product or tools, or any other software as a service not provided by Avolve; and (xi) input, upload, transmit or otherwise provide to or through Avolve SAAS Solution or any systems used by Avolve anything that is unlawful, injurious, or contains, transmits or activates any harmful code. Customer acknowledges that nothing herein will be construed to grant Customer any right to obtain or use the source code from which Avolve SAAS Solution is delivered. Customer shall not tamper with or attempt to disable any security device or protection used by Avolve SAAS Solution or any other Avolve materials, nor shall Customer damage, destroy, disrupt or otherwise impede or harm in any manner the Avolve SAAS Solution or any systems used by Avolve. Customer agrees to take all commercially reasonable steps to ensure that Users abide by the terms of this Agreement and, subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, expressly agrees to indemnify Avolve, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by Avolve arising from a breach by the User of the conditions of this Agreement.

d.   <u>High-Risk Activities</u>. The Avolve SAAS Solution is not fault-tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems, in which the failure of the Avolve SAAS Solution or derived binaries could lead directly to death, personal injury, or severe physical or environmental damage. The Avolve SAAS Solution is also not designed or intended for use with Federal Tax Information (FTI) as defined in the Internal Revenue Service Publication 1075 (IRS 1075) or criminal justice information ("<u>CJI</u>"), such as fingerprint records and criminal histories. Customer shall not use the Avolve SAAS Solution for any

of these high-risk activities, including without limitation transmitting, storing or otherwise processing any FTI or CJI with the Avolve SAAS Solution.

e.   Project Administrator. In addition to the parties identified in Section 9, the Customer agrees to promptly designate in writing one person to be the Customer's point person responsible for all communications with Avolve (the Customer's "Project Administrator"). The Project Administrator is responsible for project administration duties as documented in the Avolve systems guides, statements of work, and documentation (collectively, the "Documentation"), as provided from time to time by Avolve to Customer.

f.   Customer Connection. During the Term, the Customer is responsible for obtaining and maintaining connection to the Avolve SAAS Solution, including the Internet connection. Avolve shall not be responsible for any inadequacy or lack of functionality of Customer's connection to the Avolve SAAS Solution or the inability of the Customer's computer, telecommunications provider, or other equipment and capabilities to access or use the Avolve SAAS Solution.

g.   Third Party Service Providers and Components. Notwithstanding anything to the contrary in this Agreement or any other documents between Avolve and Customer, Customer acknowledges and agrees as follows.

   1.   The Avolve SAAS Solution and its component parts are protected by copyright and other propriety rights of Avolve and one or more third party software vendors (including Oracle and Open Text Corporation ("OTC") (all such third party vendors, including without limitation Oracle and OTC, shall be referred to herein as "third party vendors" or "third party software vendors"). Customer may be held directly responsible by such third party vendors for acts relating to the Avolve SAAS Solution component parts that are not authorized by this Agreement. Customer's use of such third party software is limited to only in conjunction with Avolve SAAS Solution and Customer acknowledges that it is not allowed to modify such third party software or use it independent from Avolve SAAS Solution. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CUSTOMER WAIVES, AND WILL CAUSE ITS USERS TO WAIVE, ALL CLAIMS AND CAUSES OF ACTION AGAINST SUCH THIRD PARTY SOFTWARE VENDORS THAT ARISE UNDER THIS AGREEMENT.

h.   Compatibility Updates. Avolve will make commercially reasonable efforts to update the Avolve SAAS Solution, if and as required, to cause it to operate under new versions or releases of current operating systems and internet browsers, within fifteen (15) months of general availability.

i.   Passwords, Access. Customer may designate and add Users and shall provide and assign unique passwords and user names to each authorized User pursuant to Avolve's then-current protocols. At Avolve's discretion, Users may be added either by Avolve or directly by Customer. Customer shall ensure that multiple Users do not share a password or user name. Customer further acknowledges and agrees that it is prohibited from sharing passwords and/or user names with unauthorized users. Customer will be responsible for the confidentiality and use of its Users passwords and user names. Avolve will act as though any electronic communications it receives under such passwords, user names, and/or account numbers have been sent by Customer. Customer agrees to immediately notify Avolve if it becomes aware of any loss or theft or unauthorized use of any of passwords, user names, and/or account numbers. Customer agrees not to access Avolve Cloud by any means other than through the interfaces that are provided by Avolve.

j.   <u>Transmission Of Data</u>. Customer understands that the technical processing and transmission of Customer Data is necessary to use of the Avolve SAAS Solution, and consent to Avolve's interception and storage of Customer Data. Customer understands that its Users or Avolve may be transmitting Customer Data over the Internet, and over various networks, only part of which may be owned by Avolve. Avolve is not responsible for any portions of Customer Data that are lost, altered, intercepted or stored without authorization during the transmission of Customer Data across networks not owned by Avolve.

k.   <u>Customer Responsibilities</u>. Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which it acquired Customer Data, (c) be responsible for cooperating and assisting Avolve as reasonably requested by Avolve to facilitate performance of its obligations and exercising of its rights under this Agreement, (d) use the Avolve SAAS Solution and any other materials provided by Avolve only in accordance with the Documentation and applicable laws and government regulations, including complying with all applicable legal requirements regarding privacy and data protection so as to not violate the intellectual property, privacy or any other rights of any third parties, and (e) use commercially reasonable efforts to prevent any security breach, including any unauthorized access to or use of the Avolve SAAS Solution. Should Customer become aware of any actual or threated security breach, Customer shall promptly notify Avolve and take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Avolve SAAS Solution). Customer shall provide sufficient notice to, and obtain sufficient consent from, its Users and any other party providing personal data to Avolve and its suppliers (including the Microsoft Corporation) to permit the processing of data by Avolve and its supplier, and their respective affiliates, subsidiaries, and service providers solely to the extent such processing of data is expressly allowed for under this Agreement, including for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Avolve solely to the extent Avolve is required to do so by law, or otherwise mutually agreed to in writing by the parties.

l.   <u>Data Backup</u>. The Avolve SAAS Solution is programmed to perform data backups of Customer Data stored within the Avolve SAAS Solution in accordance with Avolve's then-current standard storage limits and data backup practices (available upon request). Additional data backups may be purchased for an additional fee from Avolve and such additional data backup services shall be documented in an SOW pursuant to <u>Section B</u> of this Agreement. In the event of any loss, destruction, damage or corruption of Customer Data caused by Avolve or the Avolve SAAS Solution, Avolve, as its sole obligation and liability and as Customer's sole remedy, will use commercially reasonable efforts to restore Customer Data from Avolve's most current backup of Customer Data.

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

2. <u>Security</u>. The security, privacy and data protection commitments set forth in this Agreement only apply to products and services provided by Avolve directly to Customer and do not include any products or services resold by Avolve hereunder.

    a.   <u>Security Program</u>. Avolve has implemented and maintains an information security program that incorporates administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data provided by Customer and its Users to Avolve in accordance with this Agreement. Avolve agrees to preserve the confidentiality, integrity and accessibility of Customer data with administrative, technical and physical measures that conform to generally recognized industry standards, outlined above, and best practices. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by Avolve or open source support.

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

    c.   <u>Security Breach</u>. Avolve will notify Customer promptly and in no event later than one (1) business day following Avolve's discovery of a Data Security Breach (defined below) and shall (i) undertake a reasonable investigation of the reasons for and the circumstances surrounding such Data Security Breach and (ii) reasonably cooperate with Customer in connection with such investigation, including by providing Customer with an initial summary of the results of Avolve's investigation as soon as possible, but in all cases within two (2) business days after the date Avolve discovered or reasonably suspected a Data Security Breach, and then regular updates on the investigation as it progresses; (iii) not make any public announcements relating to such Data Security Breach without Customer's prior written approval, which shall not be unreasonably withheld; (iv) use commercially reasonable efforts to take all necessary and appropriate corrective action reasonably possible on Avolve's part designed to prevent a recurrence of such Data Security Breach; (v) collect and preserve evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Data Security Breach, which shall meet reasonable expectations of forensic admissibility; and (vi) if requested by Customer, provide notice to individuals or entities whose Confidential Information was or may have been affected in a manner and format specified by Customer. If a Data Security Breach is directly due to Avolve's breach of this Agreement, the cost of any notices sent under (vi), as well as any other damages, fines and corrective actions (including credit monitoring services) shall be the responsibility of Avolve. In the event of any Data Security Breach is caused by Avolve, Customer shall have, in addition to all other rights and remedies available under this Agreement, law and equity, the right to terminate the Agreement upon thirty (30) days prior written notice. For purposes of this Agreement, the term "<u>Data Security Breach</u>" shall mean any of the following occurring in connection with Customer Data in connection with Customer's and its Users' authorized use of the Avolve SAAS Solution: (a) the loss or misuse of Customer Data; and (b) disclosure to, or acquisition, access or use by, any person not authorized to receive Customer Data, other than in circumstances in which the disclosure, acquisition, access or use is made in good faith and within the course and scope of the employment with Avolve or other professional relationship with Avolve and does not result in any further unauthorized disclosure, acquisition, access or use of Customer Data.

    d.   <u>Signatures</u>. The parties shall use electronic signatures for all agreements unless otherwise prohibited by law. Prior to any public disclosure of any document containing a signature, the

signature shall be redacted by the disclosing party in a manner which renders it illegible and unable to be copied.

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

4. Ownership and Disposition of Customer Owned Data, Hosting Location. "Customer Data" refers to the data provided by the Customer that resides in the Customer's Avolve SAAS Solution environment, including any plan review, project drawings and associated project documents. Customer shall own all Customer Data that may reside within Contractor's hosting environment, to include Disaster recovery site, equipment and media. Avolve is granted no rights hereunder to use the Customer Data except to the extent necessary to fulfill its obligations to Customer under this Agreement. Unless approved in writing by Customer, Avolve shall host the Avolve SAAS Solution provided to Customer hereunder from a data center located within the United States. Upon termination or expiration of Customer's right to use the Avolve SAAS Solution for any reason other than Customer's uncured material breach within the first thirty (30) calendar days following termination or expiration, Avolve shall provide a copy in a mutually agreed upon format on media supplied by the Customer. If the parties are unable to mutually agree upon the format or the media supplied by Customer is not acceptable to Avolve, Avolve will use commercially reasonable efforts to still provide a copy of the Customer Data but Avolve may charge a reasonable professional services fee for increased costs incurred. After return of Customer's data, Avolve has no further obligation to retain the Customer Data and shall use commercially reasonable efforts to promptly delete all Customer Data from the Avolve SAAS Solution.

5. Verification. Avolve shall be permitted to audit (at least once annually and in accordance with Avolve standard procedures, which may include on-site and/or remote audit) the usage of the Avolve SAAS Solution and any other materials provided by Avolve to Customer. Customer shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Customer underpaid fees to Avolve and/or (ii) that Customer has used in excess of the use rights granted herein, Customer shall pay such underpaid fees for such excess usage. Reasonable costs of Avolve's audit shall be paid by Customer if the audit results indicate usage in excess of the authorized quantities or levels. Avolve reserves all rights at law and equity with respect to both Customer's underpayment of fees and usage in excess of the authorized quantities or levels.

SECTION B. – PROFESSIONAL SERVICES AND SOWS

1. Statements of Work. From time-to-time during the Term of this Agreement, the parties may enter into statements-of-work (each being an "SOW") for Avolve SAAS Solution use rights (including additional storage) and/or Professional Services on terms mutually agreed in writing between the parties in the SOW, including, without limitation, scope of services, expected deliverables, milestone dates, acceptance procedures and criteria, fees and other such matters. No SOW shall be binding until executed by both parties. Each SOW will be incorporated into and subject to this Agreement. In the case of any conflict between the SOW and this Agreement, this Agreement shall control unless the SOW specifically states otherwise.

SECTION C. – GENERAL TERMS AND CONDITIONS

1.   Fees.

   a.   Annual Subscription Fees and Additional Storage Fees. Exhibit B includes the Avolve SAAS Solution annual subscription fees, which shall be invoiced yearly in advance. Additional storage fees shall be as set forth in the then-current standard storage limits and data backup practices document, a copy of which is available from Avolve upon request. Additional storage fees will be invoiced in accordance with the then-current standard storage limits and data backup practices document.

   b.   Other SOWs. Any SOWs that Avolve and the Customer may execute from time to time during the Term of this Agreement shall include within them the applicable fees, including whether the Avolve Professional Services fees are being paid by Customer through Financing Company, by Customer through another paying agent, or by Customer directly to Avolve. Unless otherwise specified in the SOW, Professional Services fees will be invoiced as the Professional Services are delivered and on approval of Change Requests in accordance with the SOW in Exhibit C. .

   c.   General Terms. Payment on all invoiced amounts shall be due thirty (30) days from receipt of invoice, with past due amounts accruing interest at the rate of the lesser of either 5% per annum or the maximum amount as allowed by law. Customer agrees to provide Avolve with complete and accurate billing and contact information.

2.   Taxes. Reserved

3.   Term. Except if terminated earlier in accordance with this Section C.4, this Agreement shall commence on the Effective Date and shall continue until the longer of either (a) the expiration of the Subscription Term for the Avolve SAAS Solution (noted in Exhibit B) or (b) the completion of all Assurance Services or Professional Services. Customer acknowledges that it is its responsibility to provide a current email address to Avolve and to monitor such address for such notices. This Agreement may only be renewed by execution of a written amendment on terms mutually acceptable to both parties.

4.

   Termination. Customer may terminate this Agreement for the following reasons: (i) for convenience upon thirty (30) days written notice to Avolve, (ii) at any time Customer fails to receive funding, appropriations, or other expenditure authority as solely determined by Customer; or (iii) if Avolve is declared insolvent.

   In addition, either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches this Agreement and thereafter has failed to cure such material breach (or commenced diligent efforts to cure such breach that are reasonably acceptable to the terminating party) within thirty (30) days after receiving written notice thereof. If, after the first year, sufficient funds are not provided in future approved budgets of the Customer (or form applicable federal, state, or other sources) to permit the Customer, in exercise of its sole administrative discretion, to continue to perform under this Agreement, or if the program for which this Agreement was executed is abolished, Customer may terminate this Agreement after the first anniversary, without further liability by giving Avolve not less than (30) days' notice. Such termination shall take effect at the end of the Term year where such notice was provided.

5.   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.

6.   Confidentiality. Each party shall use commercially reasonable efforts to hold confidential information ("Confidential Information") of the other in confidence. All Confidential Information (including but not limited to data) shall (i) remain the sole property of the disclosing party and (ii) be used by the receiving party only as authorized herein. Information will not be considered to be Confidential Information if (i) available to the public other than by a breach of this agreement; (ii) rightfully received from a third party not in breach of any obligation of confidentiality, (iii) independently developed by or for a party without access to Confidential Information of the other; (iv) lawfully known to the receiving party at the time of disclosure, (v) produced in compliance with applicable law, securities reporting requirement or a government or court order, provided the other party is given notice and an opportunity to intervene; or (vi) it does not constitute a trade secret and more than three (3) years have elapsed from the date of disclosure. If Avolve receives a request for Customer Data (either directly or as redirected to Avolve by the Microsoft Corporation), then Avolve shall redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, then Avolve shall promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so. To the extent required by law, Customer shall notify individual Users that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Avolve, and shall obtain the User's consent to the same.

7.   Indemnification; Limitation of Liability.

        a.   Indemnification. If a third party makes a claim against the Customer that any Customer's use of the Avolve SAAS Solution in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Avolve, at its sole cost and expense, will defend Customer against the claim and indemnify Customer from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Avolve, provided that Customer: (i) notifies Avolve promptly in writing of the claim; (ii) gives Avolve sole control of the defense and any settlement negotiations; and (iii) gives Avolve reasonable assistance in the defense of such claim. If Avolve believes or it is determined that the Avolve SAAS Solution has violated a third party's intellectual property rights, Avolve may choose to either modify the Avolve SAAS Solution to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Avolve may terminate Customer's use rights and refund any unused, prepaid fees Customer may have paid to Avolve. Avolve will not indemnify the Customer to the extent that the alleged infringement arises from (1) the combination, operation, or use of the Avolve SAAS Solution with products, services, information, materials, technologies, business methods or processes not furnished by Avolve; (2) modifications to the Avolve SAAS Solution, which modifications are not made by Avolve; (3) failure to use updates to the Avolve SAAS Solution provided by Avolve; or (4) use of Avolve SAAS Solution except in accordance with any applicable Documentation or specifications. This section provides THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF AVOLVE AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER's SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

        b.   Limitation of Liability. In no event will Avolve be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out

of or in connection with this agreement, including without limitation use of the Avolve SAAS Solution and the provision of the Professional Services. To the maximum extent permitted by law, and except for direct damages and expenses associated with Avolve's obligations to indemnify Customer pursuant to Sections C.7.a. and E.6., in no event shall either party's aggregate liability to the other party for any claims arising out of or in any way related to this Agreement exceed the total amount of $2,000,000. The limited remedies set forth in this Agreement shall apply notwithstanding the failure of their essential purpose.

8. Support; Warranties.

   a. Support. During the Customer's Subscription Term, at no additional cost to the Customer, Avolve shall provide the Avolve SAAS Solution in accordance with Avolve's Service Level Agreement (attached hereto as Exhibit A).

   b. Warranties. Customer warrants and covenants that it owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Avolve and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable laws or and government regulations, including but not limited to all foreign, United States federal and United States state recording laws. If Customer is purchasing from Avolve resold rights to Microsoft Cloud for US Government, Customer further warrants that it is one of the following: (i) a bureau, office, agency, department or other entity of the United States Government; (ii) any agency of a state or local government in the United States; (iii) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; or (iv) a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the US Department of Interior by virtue of its status as an Indian tribe.

   c. Disclaimer. Avolve AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS GIVEN AS TO ACCURACY, ERROR-FREE OR UNINTERRUPTED SERVICE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES, ANY AVOLVE MATERIALS, THE AVOLVE SAAS SOLUTION OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR ITS PURPOSES. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. Avolve makes no warranties or conditions as to any services or products distributed under a third-party name, copyright, trademark or trade name that may be offered with or incorporated with the Avolve SAAS Solution or Professional Services provided by Avolve hereunder (such as the Microsoft hosting services). To the maximum extent permitted by law, Avolve will have no liability in connection with the third-party services or products.

9. 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 electronic communication (confirmed on the same or following day by prepaid mail). All correspondence shall be addressed to the parties as follows:

   If to Avolve: If to Customer:

   Patrick Armstrong   Cheryl Bell

	CFO	Assistant Director, Transportation &
	Avolve Software Corporation	Development Clackamas County
	21001 N. Tatum Blvd, Suite 1630=503	DTD Administration – MS1
	Phoenix, AZ 85050	150 Beavercreek Road
		Oregon City, OR 97045

10.   Entire Agreement. This Agreement, together with any SOWs, constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, representation, or understandings, whether oral or written, relating to the services provided hereunder. No other terms or conditions, whether from Avolve or its partners or affiliates, including standard click through license or website terms or use of privacy policy, shall apply to the Customer unless such terms are included in this Contract.

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

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.   Custom Integration Code. Avolve will provide the Customer with copies to all custom integration code developed or customized specifically for the Customer, including but not limited to, configuration files, scripts, and documentation related to the customizations. These copies will be provided in a secure and timely manner and updated versions shall be provided whenever such custom integration code is modified or upgraded upon request.

SECTION D. - Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) this Agreement and (ii) the applicable Avolve Support SLA, attached hereto as Exhibit A, or SOW.

SECTION E. - GOVERNMENT ADDITIONAL TERMS

1.   Required Insurance. Avolve shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Avolve shall provide proof of said insurance and name the Customer as additionally insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Avolve shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
☒ **Required – Professional Liability:** combined single limit, or the equivalent, of not less than $1,000,000 per occurrence, with an annual aggregate limit of $2,000,000 for damages caused by error, omission or negligent acts.
☒ **Required – Commercial General Liability:** combined single limit, or the equivalent, of not less than $1,000,000 per occurrence, with an annual aggregate limit of $2,000,000 for Bodily Injury and Property Damage.
☒ **Required – Automobile Liability:** combined single limit, or the equivalent, of not less than $1,000,000 per occurrence for Bodily Injury and Property Damage.
☒ **Required – Cyber Liability:** combined single limit, or the equivalent, of not less than $1,000,000.00 per occurrence, with an annual aggregate limit of $3,000,000.00

The insurance described in this section shall not be cancelled or materially changed by Avolve without Avolve providing at least sixty (60) days written notice to the Customer. This policy(s) shall be primary insurance as respects to the Customer. Any insurance or self-insurance maintained by the Customer shall be excess and shall not contribute to it. Any obligation that Customer agree to a waiver of subrogation is hereby stricken.

2.   <u>Debt Limitation</u>. The Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

3.   <u>Public Contracting Requirements</u>. Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("<u>ORS</u>") Chapter 279B.220 through 279B.235, Avolve shall, to the extent applicable:

   a.   Make payments promptly, as due, to all persons supplying to Avolve labor or materials for the prosecution of the work provided for in the Agreement.

   b.   Pay all contributions or amounts due the Industrial Accident Fund from such Avolve or subcontractor incurred in the performance of the Agreement.

   c.   Not permit any lien or claim to be filed or prosecuted against the Customer on account of any labor or material furnished. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

   d.   As applicable, Avolve shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. Avolve shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Agreement, and failure to comply is a breach entitling the Customer to terminate this Agreement for cause.

4.   <u>Governing Law; Venue</u>. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Customer and Avolve that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be

brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

5. <u>Compliance</u>. Each of Customer and Avolve shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to their respective responsibilities under this Agreement. Avolve and Customer shall each comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This may include, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973 (as to the Customer only); (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) Customer Local Contract Review Board Rules, containing language required to be in all public contracts, which is specifically incorporated by reference as if set forth herein. For the avoidance of any doubt, the Customer is solely responsible for determining what, if any, accommodations must be made by Customer to the Customer's deployment of the Avolve SAAS Solution for that deployment to be in accordance with the Customer's legal obligations, including but not limited to compliance with the Rehabilitation Act of 1973 and Americans with Disabilities act of 1990.

6. <u>Tax Compliance</u>. Avolve represents and warrants that it has complied, and will continue to comply throughout the duration of this Agreement and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Agreement and shall entitle the Customer to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement or applicable law.

7. <u>Indemnification</u>. Avolve agrees to indemnify, hold harmless and defend the Customer, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or real or tangible personal property solely to the extent caused by the errors, omissions, fault or negligence of Avolve or Avolve's employees or agents. Any obligation of the Customer to indemnify, hold harmless and defend Avolve, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) and only with respect to claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Customer or the Customer's employee or agents. The indemnity set forth herein is subject to the notice, cooperation and control obligations set forth in Section C(7)(a) of this Agreement.

8. <u>Dispute Resolution</u>. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Agreement waiving a right to a jury trial or requiring binding arbitration are void.

9. <u>Records</u>. Avolve shall maintain all accounting records relating to this Agreement according to GAAP and any other records relating to Avolve's performance ("Records") for six (6) years from termination or as otherwise required. Avolve shall grant Customer, the federal government, and their duly authorized

representatives reasonable access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192. Avolve is exclusively responsible for defending Avolve's position concerning the confidentiality of the requested information.

10. <u>Subcontractors</u>. Avolve shall ensure that its subcontractors, if any, comply with the requirements of this Agreement.

11. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

12. <u>Waiver</u>. The failure of either Customer or Avolve to enforce any provision of this Agreement shall not constitute a waiver by Customer or Avolve of that or any other provision.

13. <u>Notices</u>. Except as otherwise provided in this Agreement, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Section C9. If notice is sent to Customer, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during Customer's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

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

Avolve Software Corporation   **Clackamas County**

By: _Lance Clark_____   By: _____

Name: _____   Name: _____

Title: _____   Title: _Chair_____

Date: _____   Date: _____

Approved for Legal Sufficiency

Approved by Amanda Keller via email 11/24
_____
County Counsel   Date

EXHIBIT A – SERVICES SERVICE LEVEL AGREEMENT (SLA)
SUPPORT PROCESS AND SERVICE LEVEL AGREEMENT

Avolve's current support process and service level commitments ("Support") are defined below.

Support Portal. Avolve provides Support through its Support Portal (https://support.avolvesoftware.com). All issues can be logged using the portal or through an on-call support number. Customer personnel receive Support Portal login credentials promptly following purchase of rights to use the Avolve SAAS Solution. After a login is received, the Customer may enter, track, update, and report on trouble ticket, as well as communicate with Avolve helpdesk staff via phone, email, web meeting, and/or ticket notes. Help, FAQs, Documentation, and a Knowledge-base are also available at the Avolve support portal.

Support Hours. 8 AM – 5 PM MST, Monday through Friday (excluding standard holidays).

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

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

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

Incident Response, Resolution, and Restoration Times					
Severity Level	**System Down**	**Critical**	**High**	**Medium**	**Low**
Response Time	1 hour	4 business hours	12 business hours	24 business hours	48 business hours
Resolution Time	Reasonable Best Effort	Reasonable Best Effort	Reasonable Best Effort	Reasonable Best Effort	Reasonable Best Effort
Incident Reports	24 Hours	n/a	n/a	n/a	n/a

*Normal Business Hours: 8:00 a.m. through 5:00 p.m. Mountain Standard Time, Monday through Friday (excluding standard holidays).

Support Classification Definitions:

- Response Time. Once a problem has been reported, the Customer receives an acknowledgement by email, chat, phone or through the support portal. Avolve will begin the process of problem determination and

resolution at this point. The time the ticket is submitted, and the response time will be logged to ensure SLA is met.

- Status Updates. During the problem determination and resolution process, Customer may receive regular communications, via email, chat, phone, or the support portal, as to the status of the problem determination and resolution. All communications should be logged in Avolve's support system including date, time, and contact name. This helps Avolve and the customer determine the status and duration of the issue reported. Any email communication between Avolve staff and Customer generated as part of resolving an identified issue will be added to the related ticket so that all communications are tracked via the initial ticket.   Any communications outside the support portal, unless scheduled by Avolve Support such as an online conference (e.g., Zoom or Teams), will not be considered as part of Avolve's SLA. Tickets forwarded to Avolve Development/QA or 3rd Party Software company for further analysis or patch development, may result to delayed updates to the customers in a longer resolution schedule.

- Severity Re-classification. Avolve and the Customer can reclassify the severity of a ticket if required.

Severity Type Definitions:

- System Down: A complete system failure impacting Customer's ability to use the system that affects their business operations. From a time management perspective, it is urgent and important. Examples of a system down severity is when all users are unable to login or various errors occur simultaneously for all users. Avolve Support will respond to the ticket within 1 hour and try to restore the system within 4 hours. Customer's administrators, IT, and/or users experiencing the issue may need to be available to help address specific tickets. If it requires further investigation and longer resolution time, a temporary workaround (i.e., restoration) will be determined with the Customer to allow operations to proceed during business or non-business hours. Status updates will be provided periodically, on a System Down tickets 24x7 until resolution. Infrastructure issues are often resolved quickly by service or system restart. Any potential system alerts will be promptly addressed in an effort to avoid issues from reoccurring. Avolve will create a new ticket with a low severity rating if the issue has been resolved but require further root-cause analysis.

- Critical: An application failure impacting 1 or more end-users' ability to use the system and affects critical operations that need to be addressed immediately. From a time management perspective, it is urgent and important for some users. Examples of a critical severity is when 1 or more users are unable to upload files, batch stamp approved plans, open several files, or run reports after several attempts. Avolve Support will respond to the issue within 4 hours and try to resolve the issue within 6 hours. Customer's administrators, IT, and/or users experiencing the issue may need to be available to help address specific issues. If it requires further investigation and longer resolution time, a temporary workaround (i.e., restoration) will be determined with the customer to allow operations to proceed during business hours. Critical tickets will be immediately worked on until restoration from Monday to Friday (excluding US holidays) and within business hours. Any issue that requires work beyond work hours will be addressed on the following workday and within business hours. Avolve will create a new ticket with a low severity rating if the issue has been resolved but require further root-cause analysis.

- High: An error that causes Avolve product to fail with minimal business impact. From a time management perspective, it is not urgent but important. Examples of a high severity are intermittent but frequent operational errors that need to be addressed. Avolve Support will respond to the issue within 12 business hours and try to resolve the issue within 24 business hours. If it requires further investigation and longer resolution time, a temporary workaround will be determined with the customer to allow operations to proceed during business hours. Support will work on the issue from Monday to Friday (excluding US holidays) and within business hours. Any issue that requires work beyond business hours will be addressed on the following workday and within business hours. Avolve will create a new ticket with a low severity rating if the issue has been resolved but require further root-cause analysis.

- Medium: An error that causes Avolve product to fail with no significant business impact. From a time management perspective, it is not urgent and slightly important to some users. Examples of a medium severity are how-to questions, or specific issues only occurring to a single end-user. Avolve Support will respond to the issue within 24 business hours and resolve the issue within reasonable best efforts. Support will work on the issue from Monday to Friday (excluding US holidays) and within business hours. Any issue that requires work beyond business hours will be addressed on the following workday and within business hours.

- Low: A service request for a new feature, additional documentation, or an explanation of product functionality that does not impact business operations. From a time management perspective, it is not urgent with low importance. Avolve Support will respond to the issue within 48 business hours and resolve the issue within reasonable best efforts. Support will work on the issue from Monday to Friday (excluding US holidays) and within business hours. Any issue that requires work beyond business hours will be addressed on the following workday and within business hours.

Unsupported Issues. Avolve does not cover under Support, and the SLA does not include the following conditions (collectively, the "Unsupported Issues").

- Any Avolve SAAS Solution use not covered by an active support contract and/or not in compliance with a valid agreement with Avolve. Authorized users of the Avolve SAAS Solution are entitled to Support as part of their use fee.

- End-user's computer hardware/software configurations such as OS (e.g., Linux or older Windows versions) or browser versions not supported by Avolve.

- Problems caused by misuse or misapplication of the Avolve SAAS Solution, including any anomalies and/or failures in test or production operating environments that impact the Avolve SAAS Solution and are determined to have their cause due to unwarranted Customer decisions, actions, system configuration/ modification, policies and/or procedures.

- Problems caused by Customer's custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and the Customer's Agreement.

- Problems caused by updates or upgrades of 3rd party applications that are integrated with Avolve products and/or services.

- All Training programs, regardless of software version updates and/or upgrades.

- On-premises type of support including but not limited to: (a) End-user's Windows configuration issues; (b) On-prem firewall or other security device configuration; (c) On-prem VPN, proxy servers, or other internal devices that connect to the Avolve SaaS solution; (d) Customer DNS, SSL certifications, or Azure AD configurations and updates if used for the Avolve SaaS solution; (d) On-prem or end-user's network performance monitoring and updates; (e) End-User browser support; (f) User-modified and new workflows or eforms created by Customer independent from Avolve. Additional services may be purchased for an additional fee.

- Any other reasons set forth in the Customer's Agreement, including without limitation any down-time due to Microsoft Corporation.

Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Prior to commencing any services for Unsupported Issues noted above, Avolve will notify Customer via email communication. Any services provided for exclusions shall be paid by Customer at Avolve's then-current rates, as well as all travel and other expenses incurred by Avolve in providing such services.

Customer's Obligations for Operational Support. To facilitate clear and consistent communication and timely issue resolution, Customer shall designate up to two contact persons for technical support processes. These individuals are responsible for initiating support requests, communicating with Avolve technical support personnel, and monitoring the support process with Avolve. Timely Customer response to Avolve requests for information during issue resolution is a necessary pre-requisite to Avolve's providing Support. Avolve also requires remote access to the Customer system for the purpose of problem determination and analysis. Where reasonably necessary to provide Support, Customer shall provide Avolve's technical support personnel reasonable, remote access capabilities into Customer's systems. Upon Avolve's request, Customer will also provide reasonable supporting data to aid in the identification and resolution of the issue.

Service Level Commitments

Uptime commitment. Per Avolve's SaaS agreement, Avolve will use commercially reasonable efforts to make the Avolve SAAS Solution available. The Annual Uptime Percentage has 2 components: The infrastructure uptime, which is dependent on Microsoft's SLA; Avolve software, which is 99.5%, excluding Planned Downtime. In the event that Avolve does not meet this uptime commitment, Customer will be eligible to receive a service credit for 1% of the monthly fee for each one (1) hour of downtime during Customer's normal business hours, up to 50% of Customer's Pro-Rated Monthly Subscription Fee.

Definitions

- "Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of 10-minute periods during a calendar month in which the Avolve SAAS Solutions was Unavailable to Customer.

- "Availability" means the ability to log into the Avolve SAAS Solution.

- "Claim" means a claim for a service credit Customer submits by opening a support case with Avolve, on the basis that the hosted Avolve SaaS Product infrastructure has been Unavailable to Customer during a service month.

- "Pro-Rated Monthly Subscription Fee" is calculated by dividing the Customer's applicable annual Avolve SAAS Solution subscription fee by twelve.

- "Unavailability" means the inability to log into the Avolve SAAS Solution.

Service Credit Requests

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

Service Credit Provisions

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

The maximum service credits awarded with respect to Claims the Customer submits in any calendar month shall not, under any circumstance, exceed in the aggregate 50% of the Customer's Pro-Rated Monthly Subscription Fee for such

month. Avolve will use all information reasonably available to it to validate Claims and make a good faith judgment on whether a service credit should be applied to the Claim.

SLA Exclusions

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

- During Planned Downtime;

- Caused by Unsupported Issues;

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

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

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

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

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

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

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

Exhibit B – ProjectDox/OAS SaaS Renewal Pricing

SOFTWARE MAINTENANCE (SaaS)

ePLAN LIFE CYCLE SOLUTION: SaaS				
Product Name	**Product Code**	**Description**	**QTY**	**Total Price**
ProjectDox Standard – Year 1	ProjectDox Standard Upgrade	Software as a Service (SaaS) current license upgrade from ProjectDox to Standard with Production, Development, and Test Environments. Includes (1) annual refresh, video subscriptions, 150 Users, and Data Warehouse Connection	1	$180,703.00
ProjectDox Premium – Year 2	ProjectDox Premium Upgrade	Software as a Service (SaaS) current license upgrade from ProjectDox to Premium with Production, Development, and Test Environments. Includes (1) annual refresh and 150 Users.	1	$185,537.90
ProjectDox Premium – Year 3	ProjectDox Premium Upgrade	Software as a Service (SaaS) current license upgrade from ProjectDox to Premium with Production, Development, and Test Environments. Includes (1) annual refresh and 150 Users.	1	$193,143.00
ProjectDox Premium – Year 4	ProjectDox Premium Upgrade	Software as a Service (SaaS) current license upgrade from ProjectDox to Premium with Production, Development, and Test Environments. Includes (1) annual refresh and 150 Users.	1	$198,937.29
ProjectDox Premium – Year 5	ProjectDox Premium Upgrade	Software as a Service (SaaS) current license upgrade from ProjectDox to Premium with Production, Development, and Test Environments. Includes (1) annual refresh and 150 Users.	1	$204,905.41
			5-Year SaaS SOFTWARE MAINTENANCE Total:	$963,226.60

PROFESSIONAL SERVICES

GENERAL: Professional Services (Time and Materials)					
Product Name	**Product Code**	**Description**	**Hours**	**Unit Price**	**Total Price**
Professional Services	PS-225	Assurance Services	108	$225.00	$24,300.00
Professional Services	PS-225	Assurance Services - Data Replication for Test and Development (4 Hours Per Refresh)	8	$225.00	$1,800.00
			GENERAL Professional Services (T&M) Total:		$26,100.00

PLANNING: Professional Services (Milestone)

Product Name	Product Code	Description	Quantity	Total Price
Professional Services	PS-225	Original Planning Workflow	1.0	$19,890.00
Professional Services	PS-225	OAS Advanced eForm Services	3.0	$10,530.00
			PLANNING Professional Services (Milestone) Total:	$30,420.00

PLANNING: Professional Services (Time and Materials)

Product Name	Product Code	Description	Hours	Unit Price	Total Price
Professional Services	PS-225	Assurance Services	48.75	$225.00	$10,968.75
Professional Services	PS-225	Assurance Services - to support additional environment configuration Planning and OAS process	16	$225.00	$3,600.00
				PLANNING Professional Services (T&M) Total:	$14,568.75

PLANNING: Training Services

Product Name	Product Code	Description	Quantity	Unit Price	Total Price
Introduction to ProjectDox	TES-INTRO	The Training and Educational Services course includes a flexible mixture of lectures and hands-on lab time to familiarize the user with the basic features of ProjectDox. This 3-hour instructor lead course will review how to access a project, view a file, use the search feature and communication tools to efficiently use and communicate using the ProjectDox application. This course is limited to a max of 12 persons per session/course.	2.0	$911.50	$1,823.00
Plan Review Training	TES-WF.MU.R	Instructor led lectures, demonstrations, and hands-on activities to learn the workflow review process and Viewer tools and features. Course participation is estimated at 6 hours.	2.0	$2,623.25	$5,246.50
				PLANNING Training Services Total:	$7,069.50

SEPTIC: Professional Services (Time and Materials)

Product Name	Product Code	Description	Hours	Unit Price	Total Price
Professional Services	PS-225	Septic OM and OAS Forms	105	$225.00	$23,625.00
Professional Services	PS-225	Assurance Services - to support additional environment configuration Septic workflow and OAS process.	16	$225.00	$3,600.00
				SEPTIC Professional Services Total:	$27,225.00

SEPTIC: Training Services

Product Name	Product Code	Description	Quantity	Unit Price	Total Price
Plan Review in ProjectDox	TES-PR	Instructor led lectures, demonstrations, and hands-on activities to teach the Reviewer basic 'how-to' skills to successfully complete their job functions within the system. Reviewers are responsible for the review and eventual approval of plans.	1.00	$3,350.00	$3,350.00
				SEPTIC Training Services Total:	$3,350.00

PROFESSIONAL SERVICES + SOFTWARE MAINTENANCE COST BREAKDOWN (TCV)

GENERAL SERVICES	
GENERAL: Professional Services (Assurance Services)	$26,100.00
PLANNING SERVICES	
PLANNING: Professional Services (Milestone)	$30,420.00
PLANNING: Professional Services (Time and Materials)	$14,568.75
PLANNING: Professional Services (Training Services)	$7,069.50
SEPTIC SERVICES	
SEPTIC: Professional Services (Time and Materials)	$27,225.00
SEPTIC: Professional Services (Training Services)	$3,350.00
PROFESSIONAL SERVICES TOTALS	**$108,733.25**
ePLAN LIFE CYCLE SOLUTION: SaaS	
ProjectDox Standard – Year 1	$180,703.00
ProjectDox Premium – Year 2	$185,537.90
ProjectDox Premium – Year 3	$193,143.00
ProjectDox Premium – Year 4	$198,937.29

ProjectDox Premium – Year 5 $204,905.41

SaaS SOFTWARE MAINTENANCE TOTALS	**$963,226.60**

TOTAL CONTRACT VALUE (TCV)	**$1,071,959.85**

Unless otherwise stated, pricing does not include any applicable taxes that may be applied at invoicing. Travel and Expenses are not included in this total and will be invoiced as incurred.

First year SaaS and Subscriptions shall be invoiced in full upon execution of Agreement, with the remaining years of the SaaS and Subscription fees shall be invoiced in full on July 1, of each year. The County will be invoiced monthly based on the number of Professional Services hours (excludes training and client success services) at the hourly rate ($225) consumed during the previous month. A short description of each time entry and a time tracking spreadsheet will accompany the invoice each month and the number of hours remaining in the project budget. Payment for the remaining amount is due net thirty (30) days from project completion.

Exhibit C – SOW for Assurance Services and Refresh Professional Services

ProjectDox

Electronic Document Management & Collaboration Solution

Clackamas County, OR - Proposed Statement of Work

September 15, 2025

This Statement of Work will focus on a bucket of Assurance Services, optional Data Refresh services and implementation of a planning workflow, septic operations and maintenance workflow and OAS forms for planning and the septic operations and maintenance processes. Assurance Services can be used for ad-hoc Professional Services and will require a Change Order to be initiated.

Once fully executed, this document will become the Statement of Work for the Projects defined in this document.

SCOPE OF WORK

A summary of the scope is below.

- o ProjectDox Test and Development Environment Database Refresh PS-225
- o Planning
    - 1 Planning Workflow PS-BIC.L1PLUS
    - 3 OAS Advance Forms PS-OAS-AeS
    - 2 TES-WF.MU.R
    - 2 Introduction to ProjectDox TES-INTRO
    - Assurance Hours PS-225

- o Septic
    - 1 Septic OM Workflow PS-BIC.L3PLUS
    - 1 Septic OAS Forms PS_OAS.AeS
    - 1 Plan Review in ProjectDox TES-PR
    - o Assurance Hours PS-225

ProjectDox Test and Development Environment Database Refresh

Upon customer request a database refresh will be scheduled to move a copy of the production database to the test and development environments. Each request requires an estimated 4 hours to complete the process and set up requirements.

- Avolve will ensure all custom language/programming has been saved for easy re-implementation, and establishment of existing functionality will be included in the cost to Customer.
- Non-county email addresses will be updated with the word "TEST" at the end of the email address to prevent sending of emails to applicant users from the Test site.
- Reconfiguration of the site values for use within the test environment

Planning Workflow and OAS Forms

SETUP

The Project will commence with a kickoff meeting involving Avolve Software. This phase will include the installation of purchased workflow template and OAS base forms. Avolve will utilize Klient as its project management tool in conjunction with a County provided SharePoint site to support collaboration, project documentation, and the tracking of issues and risks.

Key activities include:

- Development and formal acceptance of the project plan and schedule.
- Scheduling of weekly 30-minute status calls, to be held consistently over project life cycle.
- Integration and implementation of Production (PROD), Test (TEST) and Development (DEV) environments as outlined in the sales order/agreement.

CONFIGURATION AND INTEGRATION

In this phase, the Avolve project manager will coordinate with Clackamas County to schedule configuration workshops. These sessions aim to complete the Configuration Worksheet and facilitate the base setup using standard templates and designs, ensuring expedited project progress and optimal business value.

- Configuration Worksheet
- 3 OAS Advanced Forms PS-OAS.AeS
  - Forms design allows for 75 -150 fields
  - Implementation of the existing configurations for Payment Processing are included. Any changes identified post testing/validation will require a change order to accommodate additional costs and changes to schedule.
  - Implementation of the existing configurations for advanced payment calculations are included. Any changes identified post testing/validation will require a change order to accommodate additional costs and changes to schedule.
  - Implementation of the existing configurations for validations are included. Any changes identified post testing/validation will require a change order to accommodate additional costs and changes to schedule.
- One time field mappings per application form between OAS and Accela is considered. Changes post initial mapping setup, post testing/validation of initial mapping, will require a change request for additional scoping and funding, as required. 1 BIC Planning Workflow PS-BIC.L1PLUS

Integration Configuration

The Integration Configuration section of the Configuration Worksheet will be reviewed with the Customer's project team to review and collect the necessary data, API (Application Programming Interface) connection, and credential information. The review process will include:

- Four (2) two-hour sessions to complete this task collaboratively with the project team per workflow.

Integration Requirements

The integration between ProjectDox and the Accela permitting system is dependent on the presence of the required APIs/web services for seamless communication. The County is responsible for:

- Ensuring the required APIs are present and functional.
- Developing and testing any new required APIs, if necessary.

Avolve will provide assistance with testing these integrations. **Note:**

- Any additional integration points beyond the scope defined here will be considered out of scope. These will require additional professional services to cover the design, development, and testing.
- Direct database calls are not supported.

ProjectDox/Accela permitting integration touchpoints

- Project Creation: Accela calls the ProjectDox project creation API REST service to create a project for configured application types in ProjectDox. Accela will be required to provide the below data to create a project in ProjectDox:
- Application/Case Type (long description ex. Building/Commercial/Addition/NA)
- Permit/Project Number
- Permit/Project Description
- Applicant/Submitter Email
- Applicant/ Submitter First Name
- Applicant/ Submitter Last Name

  o Optional data may be mapped to the below fields within a given project to the Information page at the time of creation.

  - Location
  - Contact
  - Contact Email
  - Phone
  - Cell Phone
  - Pager
  - Status
  - Status Info

Project Edit	**Project Info**	Folders	Presets	Metadata	Groups	Export	Reports	ProjectFlow

Project name:	IBC-NEW-25-0078
Description:	General Commercial Building, $305000 , - Skyranch Airport
Location:	147 022; 3539 ALCOA HWY
Contact:	
Contact's Email:	
Phone:	
Cell Phone:	
Pager:	
Project Owner:	
Owner's Email:	
Status:	Upload
Status info:	

Eform Integration

- EForm Data: The eForm is the interactive webpage of the workflow. The page can pull and display information for easy access in ProjectDox.

  o Permit Information– calls the API services to retrieve defined permit information from permitting system, i.e., building details, zoning type, square footage, etc. for display.

  o Contact Information– calls the API services to retrieve contacts and associated information, i.e., applicant name, address, phone, contractor name, address, phone, etc. available to the API the Customer would like to display

  o Fee information – calls the API services to retrieve Status, Code, Description, Total Fees, Total Paid, Total Adjusted and Total Due for display.

Workflow Integration

- Prescreen Review – Status update to Plans Distribution based on acceptance or rejection of the prescreen review.
  o Accepted = Routed for Review
  o Return to Applicant = Additional Info Required

- Assign Reviews|Resubmit Review
  - Get Default Reviews – calls the API services to retrieve the predefined setup of review groups in Accela to be assigned during the Assign Reviewers task in ProjectDox. These groups (departments) are then automatically selected (checked) in the Assign Reviewers eForm.

- Assign Review | Department Review| Resubmit Review
  - Add/Remove Plan Reviews – as plan reviews are assigned (activated) or unassigned (deactivated) in the Assign Reviewers, Department Review, and/or Resubmit Review steps in ProjectDox, the Accela system is updated to keep the systems in sync.
  - Update Plan Reviews – Push of the below data to Accela from ProjectDox when the reviewer completes their review task in the Department Review step of the workflow.

    - Reviewer Name
    - Reviewer Department
    - Review Cycle (if applicable)
    - Unresolved Comments per review cycle
    - Review Status (Approved, Rejected)
    - Date Completed

- Review Complete - Status update to Plans Coordination

USER ACCEPTANCE TESTING (UAT)

Acceptance testing will be conducted in structured phases to ensure thorough validation of both workflow functionality and system integration.

Workflow Process Functional Design Acceptance Testing

- **Estimated Duration:** 5 business days.
- Focused on non-integrated workflow design and setup.
- Avolve will provide use case scenarios to guide the County through testing, ensuring the workflows align with business processes.
- The County will document any issues in the *Tracking Log* provided by Avolve.
- Identified issues will be resolved within mutually agreed timelines, facilitating retesting and acceptance.

Integration Unit Testing (IUT)
- **Estimated Duration:** 10 business days.
- Validation of the integrated workflow design in collaboration with the Accela permitting system.
- The County will test integration functionality and log any issues in the *Tracking Log*.
- Avolve will address all issues promptly, enabling retesting and acceptance of the integrated workflows.

End-to-End User Acceptance Testing
- **Estimated Duration:** 15 business days.
- Validation of the complete system functionality and all integrated workflows.
- Avolve's Project Manager will work closely with the County team to review and resolve issues.
- All identified in-scope issues will be resolved to facilitate final acceptance.

Transition to Production
Upon successful completion and acceptance of all testing phases, the system will transition to production readiness. Key activities include:

- **Production Environment Setup:** Configuration and preparation of the system for live operations.
- **Code Promotion:** Migration of code from the Test environment to the Production environment to enable go-live activities.

TRAINING

Avolve education specialists will deliver the below courses to the Customers staff. The courses will train approximately 24 people and will be delivered based on the project plan. A maximum of 12 people per course is enforced.

It is recommended that training sessions be organized with participants of similar technological abilities to allow for the most efficient delivery and retention of the materials. Additional training above and beyond the below may be added or additional training performed post-go-live by leveraging the assurance services funds afforded the project.

- Delivery of classes for all products/modules as purchased

Quantity	Total # of Users	Class Size	Course Name	Est Length	Target Audience
2	24	12	Plan Review for ProjectDox	7 hrs.	Plan Review Staff

GO LIVE AND LAUNCH

The Avolve project manager will provide post-go-live support to Clackamas County addressing any software-related errors or questions for a period of 20 business days. Following this initial support period, should product issues persist, Avolve's project team will remain engaged until either:
- All identified issues are resolved, or
- An agreement is reached between Clackamas County and Avolve for the transition from Avolve's project team to Avolve's dedicated support team.

 Key Milestones:
- Go-Live
- Transition to Support
- **Planning Milestone Schedule**

MS#	Deliverable	Description	Acceptance Criteria	Amount Remaining
MS0	Contract Execution	20% Services	Contract Signature	$- 0.00
MS1	Project Kickoff	Project kick off meeting complete and initial base workflows installed	* Project Kick Off Meeting Conducted * Project team can log into installed environment *Sign Off Acceptance	$- 0.00
MS1	Configuration Requirements Document (CRD)	Compiled configuration design requirements for Process 1	* Deliver CRD * Sign off Acceptance Document	$7,020.00
MS2	Deliver functional ProjectDox application for Process 1	Deliver and review the design as defined in the CRD document	* UAT scheduled for Process 1 * Sign off Acceptance Document	$7,020.00
MS3	User Acceptance Test Process 1	User Acceptance Test Process 1 Complete	* User Acceptance Testing confirms requirement as agreed to in the CRD * Sign off Acceptance Document	$7,020.00
MS4	Training	Conduct End User Training	Sign Off Acceptance	$7,069.50

MS5	Launch/Go-Live	Process 1 general availability launch	Process is launched	$9,360.00
MS7	Assurance Services	N/A	Per Signed Agreement/Change Order	$7,499.25
Totals				$44,988.75

Septic OM Workflow and OAS Forms

SETUP
The project kickoff will be scheduled between Avolve Software and the customer to start the project. Additional activities will include the development and acceptance of the project plan and identification of one 30-minute weekly status call to occur each week over this 20-week project.

CONFIGURATION AND INTEGRATION

The Avolve PM will work with the County to perform an initial review of the application with the project team and gather configuration requirements to complete the design of the OAS application forms and Best in Class Septic Operations and Maintenance workflow process. The output of these sessions will be compiled into a requirements document referred to as the Configuration Requirements Document (CRD). This will include using standard templates and design to expedite the project while providing the best business value to the customer. Any design requirements identified during this phase outside of the design of the BIC workflow process and/or requiring development will be scoped and presented in a separate Statement of Work.

Output of initial review sessions:
- Configuration Requirements Document
- Project Plan

Configured working products and modules as specified in the Purchase Agreement/ Sales Order

- 1 OAS Advanced Application Form PS-OAS.AeS
  - Forms design allows for 75-150 fields
  - Implementation of the existing configurations for Payment Processing are included. Any changes identified post testing/validation will require a change order to accommodate additional costs and changes to schedule.
  - Implementation of the existing configurations for advanced payment calculations are included. Any changes identified post testing/validation will require a change order to accommodate additional costs and changes to schedule.
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- 1 BIC Plus Septic Workflow PS-BIC.L3PLUS

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- Ensuring the required APIs are present and functional.
- Developing and testing any new required APIs, if necessary.

Avolve will provide assistance with testing these integrations. **Note:**

- Any additional integration points beyond the scope defined here will be considered out of scope. These will require additional professional services to cover the design, development, and testing.
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        ▪ Reviewer Name
        ▪ Reviewer Department
        ▪ Review Cycle (if applicable)
        ▪ Unresolved Comments per review cycle
        ▪ Review Status (Approved, Rejected)
        ▪ Date Completed

- Review Complete - Status update to Plans Coordination

PROJECT TEAM TRAINING

Avolve's Training Team will deliver comprehensive sessions designed to equip [Customer Name] project team with the knowledge and skills required to begin unit testing of workflows effectively. Training will cover:

- **Basic Navigation:** Guidance on navigating the application's interface.
- **Annotations on Plans:** Creating and editing annotations and understanding their relevance to workflow roles.
- **Workflow Insights:** Clarification of key concepts to ensure alignment.

This 2 hour session aims to empower the County's team to operate confidently within the system and workflows. Limit of 12 people.

USER ACCEPTANCE TESTING (UAT)

Acceptance testing will be conducted in structured phases to ensure thorough validation of both workflow functionality and system integration.

Workflow Process Functional Design Acceptance Testing

- **Duration:** 5 business days.
- Focused on non-integrated workflow design and setup.
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- **Production Environment Setup:** Configuration and preparation of the system for live operations.
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It is recommended that training sessions be organized with participants of similar technological abilities to allow for the most efficient delivery and retention of the materials. Additional training above and beyond the below may be added or additional training performed post-go-live by leveraging the assurance services funds afforded the project.

- Delivery of classes for all products/modules as purchased

Quantity	Total # of Users	Class Size	Course Name	Est Length	Target Audience
1	12	12	UAT Training	2	Project Team

1	12	12	Plan Review for ProjectDox	7 hrs.	Plan Review Staff

GO LIVE AND LAUNCH

The Avolve project manager will provide post-go-live support to Clackamas County addressing any software-related errors or questions for a period of 20 business days. Following this initial support period, should product issues persist, Avolve's project team will remain engaged until either:

- All identified issues are resolved, or
- An agreement is reached between [Customer Project Name] and Avolve for the transition from Avolve's project team to Avolve's dedicated support team.

Key Milestones:

- Go-Live
- Transition to Support

Septic OM

Est Schedule Wks.	Project Phase	Deliverables	Acceptance Criteria
1-2	Setup	• Kick Off Meeting • Project Plan & Schedule	• Project Plan Accepted
3-4	Orientation and Config	• Configuration Workshops • Workflow Configuration • Project Team Training Scheduled • Applicant, Reviewer and Coordinator Quick Reference Guides Receives	• Receives configuration document • Receive project team training
5-6	UAT	UAT – Workflow Design	• Deliver functional non-integrated system Provide issue resolution
6-8	Integration and Config	• Integration workshops • Configure Integration	Deliver Integration Worksheet Deliver Integrated Workflow
9-10	UAT	• Unit Testing • Provide issue resolution	Receive integrated workflow to Accela to allow integration unit testing to start
11-14	UAT	• End to End Testing • Provide issue resolution	• Conduct end to end testing for all workflows • Sign Off UAT Acceptance

15	Training	• Go Live Training as identified in the SOW	Sign Off Acceptance Document
15-16	Go Live	• Go Live Readiness	
17	Go Live	• Production Launch	Sign Off Acceptance Document
17-20	Launch/Go-Live	• Warranty Period • Transition to Support • Project Closeout	Sign Off Project Completion Document

Assurance Services

The assurance services fund may be leveraged at any time during or post project completion to cover additional integration requirements, newly identified out of scope requirements, training, and software not included in this statement or work. The funds may also be used post go-live/launch of a process to keep the project management team engaged in assisting with change management and user adoption assistance. Assurance services hours are billed on an hourly basis at a rate of $225.00 an hour. The use of hours requires a change order or an assurance services agreement that defines the work and has signatures of agreement for use by the Customer.

ACCEPTANCE PROCESS

There will be Key Deliverables within the identified phases of the project as identified in the Project Activities/Deliverables Schedule which will be subject to acceptance by the Customer ("Acceptance"). Upon completion of each Key Deliverable, Avolve will request from the Customer a written response/acceptance within five (5) business days after receipt thereof. Notwithstanding the foregoing or anything to the contrary in the Purchase Agreement (Exhibit B), all other Deliverables provided under this Statement of Work shall be deemed to have been accepted by the Customer upon delivery. If Customer does not approve, reasons for rejection must be clearly noted. Avolve will then work with the Customer to come to an agreement on obtaining approval. The Customer shall be deemed to accept any such Key Deliverable which the Customer does not accept or reject within such period. This acceptance will initiate the invoice of the milestone, if applicable.

PROJECT ASSUMPTIONS AND CAVEATS

These project assumptions and caveats apply to all elements outlined above in this SOW.

1. Avolve will have full access to all Project team members from the customer, as needed, to complete the successful implementation and roll out of the elements of this SOW. This access may require the team members of the customer to dedicate specific time to specific detailed tasks within the Project Plan. Team member tasks will be more clearly defined during the kickoff and planning sessions and documented in the Project Plan.

2. Customer and its third parties and/or subcontractors will fulfill any hardware/software requirements, including the purchase/development of APIs (Application Program Interface) for integration to allow for communication between Avolve Software and the Customer's permitting system in a timely fashion to keep the Project Plan on schedule.

3. Delays/schedule Changes: This best approach package to implementation relies on partnership with the jurisdiction to achieve desired go-live goals. Should either party cause or contribute to the delay of any deliverable/milestone relative to the agreed upon Project Plan schedule, the other party may issue a Change Request(s)/Work Order(s) to denote said change of schedule and any reasonable incremental costs incurred by such party arising from the delay. Once approved by the parties, the Change Request/Work Order shall be signed by both Avolve and Customer, with issuance of payment for any additional costs as noted within said Change Request/Work Order to occur as set forth in such Change Request/Work Order.

4. Scope Changes: Should the Customer request a change in the scope of work for the project, Avolve shall issue a Change Request(s)/Work Order to denote the change in scope (and any associated impacts to schedule or change to project fees). Once approved by the parties, the Change Request/Work Order shall be signed by both Avolve and Customer, with issuance of payment or credit (as applicable) for any change to project fees as noted within said Change Request/Work Order to occur as set forth in such Change Request/Work Order.

5. All parties will prioritize their efforts to meet the Project Plan schedule to achieve a rapid roll out model. It is understood by all parties that multiple tasks may be in process at one time and Avolve may have more than one Professional Services team member working on the project at one time.

6. Customer will assign a project manager for management of their own resources, and/or third parties retained by Customer, to collaborate with Avolve's project manager. Customer subject matter experts and applicable users will be accessible and available in a timely fashion, and for adequate and reasonable durations as set forth in the Project Plan. Avolve and Customer will make sure that the scheduling of meetings is made at least 5 days in advance of these resource allocations.

7. Work will not begin until an executed copy of all paperwork is complete. Work will begin at the earliest date at which Avolve resources and Customer resources are available or as otherwise agreed to.

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

9. Recording of Avolve provided training or UAT (user acceptance testing) sessions is not permitted unless noted within the Statement of Work.

10. In the event the Customer delays the progression of the implementation and Avolve Software resources are placed on-hold and/or removed from the project, all hours that have been completed to that point will be invoiced. Avolve Software will not guarantee Project Managers and/or Technical Avolve resources will be available to re-deploy immediately upon resolution of the issue. Avolve requires 4 weeks' notice of intent to restart the project, to assess available resources to determine the next available timeframe and communicate any restart costs to restart the project.

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, TRAVEL AND EXPENSE

Pricing and payment terms are as set forth in the Purchase Agreement.

- Professional Service hours will be invoiced monthly as time and materials based on the rate for the applicable resources, or for the Planning work in alignment with milestones. Avolve will provide monthly balances for hours remaining for the project.

- Travel and Expenses are not included in this SOW.

Preliminary project and deliverable schedules are provided and are subject to change based on discussions post the kick-off of the project, provided that both Customer and Avolve Software agree to the updated terms in writing. The planning project is in progress, and the schedule will be managed between the Avolve and County PM. The Septic OM project is estimated on a 20-week schedule.

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 Software Change Request Form
City of Somewhere

/

GENERAL INFORMATION

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

ESTIMATES

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

CITY OF SOMEWHERE AUTHORIZATION

Customer Approval Signature	
Date Signed	

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