

INTRODUCED: September 11, 2017

AN ORDINANCE No. 2017-171

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept a donation of software and related services valued at approximately \$1,062,190.00 from AvePoint Public Sector, Inc., and in connection therewith to execute a Contract for Donated Goods and Services between the City and AvePoint Public Sector, Inc., for the purpose of providing a citizen relationship management software to enhance the City's customer service interactions with its citizens.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEPT 25 2017 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, on behalf of the City of Richmond, is hereby authorized to accept a donation of software and related services valued at approximately \$1,062,190.00 from AvePoint Public Sector, Inc. for the purpose of providing a citizen relationship management software to enhance the City's customer service interactions with its citizens.

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: SEPT 25 2017 REJECTED: _____ STRICKEN: _____

§ 2. That the Chief Administrative Officer, on behalf of the City of Richmond, is hereby authorized to execute a Contract for Donated Goods and Services between the City of Richmond and AvePoint Public Sector, Inc. in connection with the acceptance of the gift authorized by section 1 of this ordinance; provided that such Contract for Donated Goods and Services must first be approved as to form by the City Attorney and must be substantially in the form of the document attached to this ordinance.

§ 3. This ordinance shall be in force and effect upon adoption.



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST
4-6979
SEP 1 2017
Office of the
Chief Administrative Officer

O&R REQUEST

DATE: August 31, 2017 EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor [Handwritten initials]

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer [Handwritten initials]

THROUGH: Peter L. Downey, Deputy Chief Administrative Officer for Economic Development & Planning [Handwritten initials]

THROUGH: Bobby Vincent, Jr., Director, Department of Public of Works [Handwritten initials]

FROM: Krystal M. Onaitis, Management Analyst - CRM Program, Operations [Handwritten initials]

RE: Acceptance of Donated Goods and Services from AvePoint, Inc.

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer to accept a gift of goods and services valued at \$1,062,190 from AvePoint, Inc. ("Avepoint") in the form of software and associated implementation and support services providing the City with full use of Avepoint's Citizen Services tool at no cost to the City.

REASON: Avepoint desires to gift its Citizens Services tool to the City, which will provide the City a fully functional tool that will improve the manner in which the City interacts with its citizens regarding customer service. Due to the estimated value, an ordinance is necessary for the CAO to accept the gift.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: AvePoint recently opened a central office in Richmond that houses its technical support staff, human resources and accounting operations and offered to provide its Citizen Services tool to the City as a gift. Avepoint Citizen Services is a Citizen Relationship Management (CRM) software and, based on the robust technical discussions between Avepoint and the City, including multiple meetings and demos, a Statement of Work for the gift was crafted setting forth a product with the ability to fulfill core operational and business needs. This gift CRM system of AvePoint Citizen Services will provide a fully functional tool that will improve the

manner in which the City interacts with its citizens regarding customer service. AvePoint Citizen Service will enable the City to standardize the method by which the City obtains pertinent information from citizens to address their service requests through 3-1-1 and self-service entry and tracking of requests. This tool also has the ability to enhance data collected and current analytic capabilities to complement the City's developing open data policy.

The gift from AvePoint is valued at \$1,062,190 and includes software and services for a term of thirty-nine months, covering: development, implementation, training, licensing, hosting, and support. There will be no direct cost to the City outside of internal support that staff will be providing for implementation. The gift, as outlined in the negotiated Statement of Work, mirrors Phase I of the City's current CRM program implementation efforts, as the current product does not fulfill core operational requirements.

FISCAL IMPACT / COST: N/A

FISCAL IMPLICATIONS: N/A

BUDGET AMENDMENT NECESSARY: N/A

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: September 25, 2017

REQUESTED INTRODUCTION DATE: September 11, 2017

CITY COUNCIL PUBLIC HEARING DATE: September 25, 2017

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance & Economic Development Committee

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A

AFFECTED AGENCIES: Department of Planning & Development Review, Department of Public Works, Department of Public Utilities, Department of Finance, Department of Social Services and Richmond Police Department

RELATIONSHIP TO EXISTING ORD. OR RES.: N/A

REQUIRED CHANGES TO WORK PROGRAM(S): N/A

ATTACHMENTS:

AvePoint Contract for Donated Goods and Services

O&R Request

Page 3 of 3

AvePoint Master Software License Agreement
AvePoint Citizen Services Implementation Statement of Work
AvePoint Sales Quote

STAFF: Krystal M. Onaitis, CRM Program Manager, Operations (646-5923)
Steve Waldron, GIS Coordinator, Department of Information Technology (646-3215)

CONTRACT FOR DONATED GOODS AND SERVICES

This Contract, dated this _____ day of _____, 2017, between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and AvePoint Public Sector, Inc., a Virginia Corporation, with offices at 2111 Wilson Boulevard, Suite 920, Arlington, Virginia 22201 ("AvePoint"), is binding among and between these parties as of the date of the City's final signature.

WHEREAS, AvePoint desires to donate to the City certain software licenses, implementation services, and software support valued at approximately \$1,062,190.00;

WHEREAS, by Ordinance No. _____, adopted _____, 2017, the City's Chief Administrative Officer is authorized to accept the donation of software licenses, implementation services, and software support valued at approximately \$1,062,190.00 from AvePoint for the purpose of providing a modernized case management solution for managing citizen service requests; and

WHEREAS, the City and AvePoint desire to execute this Contract to document the donation of the software licenses, implementation services, and software support from AvePoint to the City and to set forth the terms and conditions governing the software licenses, implementation services, and software support;

THEREFORE, in consideration of the Recitals set forth above and good and valuable consideration as set forth below, the parties agree as follows:

1. **Scope of the Contract.** AvePoint shall provide the goods and services to the City as set forth in the Contract Documents enumerated in section 2 below.
2. **Contract Documents.** This Contract shall consist only of the following Contract Documents, listed in order of precedence from highest to lowest:
 - A. This Contract for Donated Goods and Services between the City and AvePoint.
 - B. The AvePoint Master Software License and Support Agreement, attached hereto as Exhibit A.
 - C. The AvePoint Citizen Services Implementation Statement of Work, attached hereto as Exhibit B.
 - D. Citizen Services Full Use Scope Project Plan including Gantt Chart, attached hereto as Exhibit C.
 - E. AvePoint Public Sector Sales Quote No. Q-67433-Q-3JO, attached hereto as Exhibit D.

All of these documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto on the date written above have executed this Contract.

For AVEPOINT PUBLIC SECTOR, INC.:

For the CITY:

By: _____
Brian Brown Date
Chief Operating Officer/General Counsel

By: _____
Selena M. Cuffee-Glenn Date
Chief Administrative Officer

APPROVED AS TO FORM:

Susan McKenney 09/08/2017
Assistant City Attorney Date

MASTER SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Master Software License and Support Agreement (the “Agreement”) is made by and between AvePoint Public Sector, Inc., a Virginia Corporation, with offices at 2111 Wilson Boulevard, Suite 920, Arlington, Virginia 22201 (“AvePoint”), and the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia located at 900 E. Broad Street, Richmond, Virginia, 23219 (“Customer”). Pursuant to the terms of this Agreement, the Product and Licensing Addendum to the AvePoint Master Software License and Support Agreement, and the Master Software Support Addendum, and any additional addendums or amendments thereto, AvePoint or its Affiliates may license the Licensed Property and provide support to Customer. This Agreement is effective as of the Commencement Date of the Contract for Donated Goods and Services signed by the parties (the “Effective Date”).

WHEREAS, AvePoint has developed and is the owner of an extensive platform of products (the Software, as defined below);

WHEREAS, Customer desires a non-exclusive license to use some of the products of the Software known as the Licensed Property (as defined below); and

WHEREAS, AvePoint is willing to grant such a license on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained in this Agreement, AvePoint and Customer agree as follows:

1. **DEFINITIONS**

For purposes of this Agreement,

- 1.1 “**Affiliate**” shall mean, with respect to any Person, any other Person that controls or is controlled by or under common control with such Person; provided, that a Person shall be deemed to be an Affiliate only so long as such control exists. For the purposes of this definition, “Person” means any individual, corporation, partnership, or limited liability company; and “control,” when used with respect to any Person, means ownership of at least fifty percent (50%) of the voting stock, shares or other equity interest in the controlled Person and possession of the power to direct or cause the direction of the management and policies of the controlled Person.
- 1.2 “**Authorized User**” or “**User**” shall mean: (i) a direct user of the Licensed Property, including but not limited to Customer’s employees; or (ii) Customer’s consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Customer.
- 1.3 “**Documentation**” shall mean the end user documentation delivered with the Software.

- 1.4 “**Internal Use**” means use of the Licensed Property by employees of Customer in Customer’s internal operations but does not include access of the Licensed Property by, or use of the Licensed Property in the provisions of services to, Customer’s clients or customers. Internal Use also includes use of the Licensed Property by contractors of Customer, including contractors providing outsourcing or hosting services, as long as Customer assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Property (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.
- 1.5 “**Licensed Property**” shall mean the portion of the Software and the Documentation to which Customer has been given a License as identified on an applicable invoice by AvePoint. Licensed Property shall include any updates or upgrades to the Licensed Property that AvePoint may at its discretion deliver to Customer.
- 1.6 “**Server**” means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- 1.7 “**SharePoint Server**” means the total count of configured and installed Servers (whether physical or virtual) including the number of Servers dedicated in a services farm, application servers dedicated to SharePoint services, or web-front-end servers.
- 1.8 “**Software**” shall mean the object code (machine readable) version of any computer programs offered by AvePoint, including any custom code developed by AvePoint pursuant to the applicable AvePoint Citizen Services Implementation Statement of Work, and any ancillary data files, modules, libraries, tutorial or demonstration programs or other components and copies of any of the foregoing or portions thereof.
- 1.9 “**Support Addendum**” shall mean the Master Software Support Addendum attached hereto.

2. GRANT OF LICENSE

- 2.1 **Grant; Limitations.** Subject to the observance by Customer of the terms and conditions of this Agreement, AvePoint hereby grants to Customer a non-exclusive, non-transferable (except as set forth in Section 11.5) license as a yearly subscription for an unlimited number of users to use the Licensed Property for the number of years set forth on the sales quote attached as Exhibit E to the Contract for Donated Goods and Services (the “License”) solely for Customer’s Internal Use in accordance with the following limitations as set forth below and on the Product and Licensing Addendum.

No other sublicensing of use or access is permitted.

- 2.2 **License Restrictions.** Any use of the Licensed Property not expressly permitted by this Agreement is prohibited. Without limiting the generality of the foregoing, Customer shall not:
- (a) permit persons other than Authorized Users to access or use the Licensed Property (or any part thereof); or
 - (b) remove or modify any program markings or any notice of AvePoint or its licensors' proprietary rights; or
 - (c) cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs; or
 - (d) use the Licensed Property (or any part thereof) in breach of any applicable laws or regulations.
- 2.3 **Back-Up Copies.** Customer may make copies of the Licensed Property as reasonably necessary for back-up (disaster recovery) purposes provided that such copies are used only for such purposes and are not otherwise used on an active system.
- 2.4 **No Other License.** Except as expressly set forth in this Agreement, no license is granted and none shall be deemed granted by implication, estoppel or otherwise.
- 2.5 **Delivery.** Unless otherwise requested by Customer, AvePoint shall provide an electronic link to make available to Customer the Licensed Property by electronic download and a license key to activate the Licensed Property.
- 2.6 **Services.** Except as may be set forth on the Support Addendum attached hereto and the AvePoint Citizen Services Implementation Statement of Work, AvePoint is under no obligation to provide any services to Customer with respect to the Licensed Property (including, without limitation, any installation of the Software or Licensed Property, training or maintenance).

3. **FEES AND TAXES**

- 3.1 **No Payments, Fees or Taxes.** Because AvePoint is making a gift of the Licensed Property to the Customer, there are no payments, fees, or taxes to be paid by the Customer.

4. **PROPERTY RIGHTS; PROHIBITIONS AS TO LICENSED PROPERTY**

- 4.1 **Property Rights.** AvePoint or its licensors retain all ownership and intellectual property rights to the Software and Licensed Property.

4.2 **Trade Secrets.** Customer agrees that the Software and all associated trade secrets, including but not limited to the Licensed Property, its configurations, architecture, communications and performance benchmarks, are the exclusive property of AvePoint. Customer agrees not to disclose, disseminate, transmit via any medium whatsoever, or make available the Software, Licensed Property or any associated trade secrets to any third party, other than to the Authorized Users, without AvePoint's prior written consent.

5. **NO WARRANTY AND DISCLAIMER**

EXCEPT AS MAY BE SET FORTH ON THE SUPPORT ADDENDUM WHILE SUCH SUPPORT ADDENDUM REMAINS IN EFFECT, THE SOFTWARE, INCLUDING WITHOUT LIMITATION THE LICENSED PROPERTY, IS PROVIDED TO CUSTOMER ON AN "AS IS" "WHERE IS" BASIS AND CUSTOMER'S USE THEREOF IS AT ITS OWN RISK. AVEPOINT DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, AND CUSTOMER RELEASES AND WAIVES, ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND PURPOSE, TITLE, OR ANY WARRANTY ARISING UNDER STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AVEPOINT DOES NOT WARRANT THAT THE LICENSED PROPERTY WILL OPERATE IN ANY COMBINATION THAT MAY BE SELECTED FOR USE BY CUSTOMER OR IN COMBINATION WITH OTHER SOFTWARE BEYOND MICROSOFT SHAREPOINT, OR WILL OPERATE UNINTERRUPTED OR ERROR FREE.

NOTWITHSTANDING THE FOREGOING, AVEPOINT EXPRESSLY WARRANTS (A) AVEPOINT HAS THE RIGHT TO GRANT THE LICENSES SET FORTH HEREIN TO THE CUSTOMER, (B) THE LICENSED PROPERTY, AS DELIVERED AND INSTALLED, SHALL PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN THE THEN CURRENT DOCUMENTATION SUPPLIED BY AVEPOINT TO CUSTOMER THAT RELATE TO THE VERSION OF THE LICENSED PROPERTY DELIVERED BY AVEPOINT TO CUSTOMER, (C) THE SOFTWARE AND LICENSED PROPERTY, AS MODIFIED BY AVEPOINT, IS FREE FROM ALL VIRUSES DETECTABLE BY INDUSTRY STANDARD MEANS AND MATERIAL DEFECTS. AVEPOINT MAKES NO WARRANTY, AND AVEPOINT DISCLAIMS THE ENTIRE RISK, AS TO THE RESULTS, SUITABILITY, USE, NON-USE OR PERFORMANCE OF THE LICENSED PROPERTY. IN NO EVENT SHALL AVEPOINT BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE USE OR PERFORMANCE OF THE LICENSED PROPERTY, EXCEPT FOR ANY DAMAGES FOR CLAIMS RELATING TO BODILY INJURY, PROPERTY DAMAGE, CONFIDENTIALITY, DATA PRIVACY, AND SECURITY.

6. **LIMITATION OF LIABILITY**

EXCEPT WITH RESPECT TO A BREACH OF SECTION 2 OR 4, OR AS PROVIDED IN SECTION 7 HEREOF, OR FOR ANY DAMAGES FOR CLAIMS RELATING TO BODILY INJURY, PROPERTY DAMAGE, CONFIDENTIALITY, DATA PRIVACY, AND SECURITY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, DAMAGE OR LOSS OR DESTRUCTION OF DATA, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AVEPOINT HAVE ANY LIABILITY TO CUSTOMER IN EXCESS OF THE AMOUNTS COVERED BY AVEPOINT'S APPLICABLE INSURANCE POLICY UNDER THIS AGREEMENT OR ANY ADDENDUM HERETO.

7. **INDEMNITY**

AvePoint will defend Customer from and against any claim or action commenced by a third party alleging that the Licensed Property, when used in accordance with the terms of this Agreement, infringes any patent, copyright or trademark, or is a misappropriation of a trade secret, and AvePoint will indemnify and hold harmless Customer from any costs (including reasonable attorneys' fees) associated with the defense or settlement of, and any damages finally awarded against, Customer in any such claim. If such a claim is made or appears likely to be made, AvePoint, at its option, shall have the right to either (i) procure for the Customer the right to continue to use the Licensed Property, or (ii) modify or replace the Licensed Property so that it is no longer infringing (in a manner that substantially retains its functionality and quality). Notwithstanding the foregoing, AvePoint shall have no liability to Customer if the infringement results from use of the Licensed Property in combination with software not provided by AvePoint or from modifications made by AvePoint to conform to specifications provided by Customer; provided that, modifications made to conform to specifications set forth in the AvePoint Statement of Work will not release AvePoint from liability under this section. The indemnification obligations in this section are subject to: (i) notification in writing of any claim (provided that Customer's failure to provide reasonable written notice shall only relieve AvePoint of its indemnification obligations hereunder to the extent such failure materially limits or prejudices AvePoint's ability to defend or settle such claim); (ii) the transfer of sole control of the defense and any related settlement negotiations to AvePoint, provided that, no settlement shall require the Customer to change any policy or practice without the prior written approval of the City Attorney for the City of Richmond; and (iii) Customer's cooperation, at AvePoint's expense, in the defense of such claim. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.

8. **TERM AND TERMINATION**

8.1 **Term.** This Agreement shall remain in full force and effect from the Effective Date through the following three (3) years and three (3) months unless modified by the parties as allowed by Section 6 of the Hosted Licensed Property

Addendum or Section 7.0 of the AvePoint Citizen Services Implementation Statement of Work (the “Term”), unless the Agreement is terminated pursuant to this Section.

- 8.2 **Termination of License.** This Agreement and the License and other rights granted hereunder may be terminated immediately by AvePoint in the event Customer breaches any of the provisions of this Agreement and does not remedy such breach within thirty (30) days of receipt of notice from AvePoint declaring and setting forth the nature of such breach. The Customer may terminate this Agreement and License without cause by delivery of written notice to AvePoint of the Customer’s intent to so terminate, and such notice must be delivered at least 45 calendar days prior to the date of termination.
- 8.3 **Effect of Termination of License.** Immediately upon any termination, cancellation or expiration of this Agreement or of any License granted hereunder for any reason:
- (a) all rights and Licenses granted to Customer under this Agreement shall cease and terminate and Customer shall have no right thereafter to use, and shall cease the use of, the Licensed Property or any portion thereof;
 - (b) Customer shall return the Licensed Property (including all copies thereof) to AvePoint; and
 - (c) AvePoint shall return all Customer data to the Customer in (i) the same format in which it was delivered to AvePoint or (ii) a Microsoft Excel or CSV file format within five (5) business days of termination of this Agreement or any License granted hereunder.
- 8.4 **Survival Provisions of the Agreement.** The provisions of Section 3 through 11 of this Agreement and Section 1 of the Support Addendum shall survive the termination, cancellation or expiration of this Agreement for any reason.

9. **FORCE MAJEURE**

Neither party shall be liable to the other party for any delay or failure in the performance of its obligations under this Agreement or the Support Addendum while in effect or otherwise if such delay or failure arises from any cause or causes beyond the control of such party including, without limitation, labor shortages or disputes, strikes, other labor or industrial disturbances, delays in transportation, acts of God, floods, lightning, fire, epidemic, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public enemy, an act of civil or military authority, sabotage, explosives, riots, insurrections, embargoes, blockades, actions, restrictions, regulations or orders of any government, agency or subdivision thereof, or failure of suppliers.

10. **EXPORT LAWS AND REGULATIONS; ANTI-CORRUPTION COMPLIANCE**

Customer acknowledges that the Licensed Property may be subject to United States export laws, statutes and regulations and to export laws, statutes and regulations of other countries. Customer shall at all times comply with the provisions of such laws, statutes and regulations governing use, export, reexport, and transfer of products, technology, and services and will obtain all necessary or required authorizations, permits, and licenses. Customer shall not export or re-export or otherwise transmit, directly or indirectly, the Licensed Property or any direct products thereof (i) into, or use the Licensed Property or any direct products thereof in, any country that is subject to an embargo under United States export laws, statutes or regulations (including Cuba, Iran, North Korea, Sudan, and Syria) or any other applicable laws (collectively, “Embargoed Countries”); (ii) to any instrumentality, agent, entity, or individual of an Embargoed Country, or to a national of an Embargoed Country (collectively, “Embargoed Country Persons”); or (iii) to an entity or individual on a U.S. government prohibited party list including the List of Specially Designated Nationals & Blocked Persons and the Foreign Sanctions Evaders List, which are maintained by the Office of Foreign Assets Control of the U.S. Treasury Department, and the Denied Persons List, Unverified List, and Entity List, which are maintained by the Bureau of Industry and Security of the U.S. Commerce Department (collectively, the “Prohibited Party Lists”). Customer represents and warrants that it is not located in an Embargoed Country, is not an Embargoed Country Person, and is not on any Prohibited Party List. Customer also represents and warrants that it will not use the Licensed Property or any direct products thereof for any purposes prohibited by U.S. law, including, without limitation, the development, design, manufacture, or production of missiles or nuclear, chemical, or biological weapons. Customer shall immediately notify AvePoint if it has any information or suspicion that there may be a violation of this Article 10. The obligations under this clause shall survive the expiration or termination of this Agreement.

Customer also represents and warrants that it is aware of, understands, and agrees to comply with, and to avoid any activity that may cause it or AvePoint to violate, applicable anti-bribery and anti-corruption laws including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1, et seq.) as amended and the UK Bribery Act 2010 (as applicable) (collectively, “Anti-Corruption Laws”). Notwithstanding anything to the contrary, if Customer takes any action that could constitute a violation of Anti-Corruption Laws, AvePoint may immediately terminate this Agreement.

11. MISCELLANEOUS PROVISIONS

- 11.1 **Binding Effect.** This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 11.2 **Amendment.** This Agreement may be amended only by a writing duly executed by the authorized representatives of the parties hereto which makes specific reference to this Agreement.

- 11.3 **Notices.** All notices, requests, demands, consents, authorizations, claims, and other communications (each a “Notice”) hereunder must be in writing and shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) sent to the other party by overnight delivery, or (ii) delivered by electronic mail to the person’s last known business electronic mail address. Any Notice shall be deemed duly given upon such delivery. No party may send any Notice to the intended recipient using any other means. Notices to AvePoint shall be sent to: (i) AvePoint Public Sector, Inc., Riverfront Plaza, West Tower, 901 East Byrd Street, Suite 900, Richmond, VA 23219, Attn: General Counsel; or (ii) legal@AvePoint.com. Notices to the Customer shall be sent to the Director of Information Technology at City of Richmond, 900 E. Broad Street, Suite G2, Richmond, Virginia 23219, with a copy to the City Attorney, Richmond City Attorney’s Office, 900 E. Broad Street, Suite 400, Richmond, Virginia 23219. Any party may change the address to which Notices are to be delivered by giving the other parties Notice in the manner herein set forth.
- 11.4 **Governing Law.** The validity and construction of this Agreement and all matters pertaining thereto are to be determined in accordance with the laws of the Commonwealth of Virginia, without reference to the conflicts of laws provisions thereof. Customer agrees that any proceedings related to this Agreement, including any suit filed against AvePoint, shall be brought in the Courts of the Commonwealth of Virginia located in the City of Richmond, Virginia. Customer waives any objections to personal jurisdiction and venue to that forum. The parties specifically direct and agree that the CISG (UN-Convention on Contracts for the International Sale of Goods) and the Uniform Computer Information Transactions Act (UCITA) are specifically excluded and neither shall apply to this Agreement or to the performance hereof by the parties hereto.
- 11.5 **Assignment.** Customer may not, directly or indirectly, sell, assign, sublicense, lease, rent, distribute, or otherwise transfer the License, the Licensed Property, or any rights therein, or any rights or obligations under this Agreement, to any other person or entity, unless Customer first obtains the written consent of AvePoint, except in conjunction with the sale of all or substantially all of the stock or assets of Customer. AvePoint shall provide the Customer with written notice no later than 10 business days after any assignment, sublet or transfer of AvePoint’s interest or any part thereof in this Agreement by means or as part of any sale, merger, consolidation, assignment or any other event that results in new or different ownership, control, operation or administration of AvePoint’s business affairs.
- 11.6 **Waiver.** No party to this Agreement shall be deemed to have waived any of its rights, powers or remedies under this Agreement unless such waiver is expressly set forth in a writing signed by the waiving party. No written waiver of any provision of this Agreement shall be deemed to be, or shall constitute, (i) a waiver of any other provision of this Agreement, whether or not similar, or (ii) a continuing or subsequent waiver of the same or another provision of this Agreement. The failure of either party to enforce at any time any of the

provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of any such provisions, or in any way affect the validity of either party to enforce each and every such provision thereafter.

- 11.7 **Captions.** The captions and headings of Sections and subsections contained in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting this Agreement, and, way the meaning or intent of this Agreement or any of its terms or provisions.
- 11.8 **Severability.** If any Section or other provision of this Agreement, or the application of such Section or provision, is held invalid, then the remainder of this Agreement, and the application of such Section or provision to persons or circumstances other than those with respect to which it is held invalid, shall not in any way be affected or impaired thereby. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction or panel of arbitrators to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision. The parties agree to negotiate in good faith a substitute valid and enforceable provision that most nearly effects the parties' intent and to be bound by the mutually agreed substitute provision.
- 11.9 **Remedies.** All remedies shall be cumulative and not alternative and in addition to all other rights and remedies available in law and in equity.
- 11.10 **Negotiated Agreement.** This Agreement is a negotiated agreement between the parties and supersedes and replaces any and all other standard terms of either party set forth in any quote, purchase order, invoice or communication and applies so long as this Agreement remains in effect.



MASTER SOFTWARE SUPPORT ADDENDUM

THIS ADDENDUM to the AVEPOINT MASTER SOFTWARE LICENSE AND SUPPORT AGREEMENT (the "Support Addendum"), is made and entered into by and between AvePoint, Inc., a Delaware corporation, (hereinafter referred to as "AvePoint") and the Customer as defined in the attached Agreement ("Customer"). Any defined term used herein which is not otherwise defined shall have the meaning set forth in the attached AvePoint Master Software License and Support Agreement.

1. **TERM.** This Support Addendum is effective immediately upon the Commencement Date on the Contract for Donated Goods and Services (the "Effective Date") and continues for the Term set forth in Section 8 ("Term and Termination") of the AvePoint Master Software License and Support Agreement, unless the Support Addendum is terminated earlier pursuant to Section 6 herein.
2. **SUPPORT SERVICES.** The support services provided to Customer by AvePoint (the "Support Services") are intended to resolve issues experienced by the Customer with the installation, configuration, and operation of the Licensed Property. The Support Services provided to the Customer during the Term are determined by the level of support in which the Customer is enrolled ("Support Level" or "Level"). The Customer's Support Level is Premier. The Support Level must be the same for all Licensed Property. The Support Levels are set forth below.
 - 2.1 **Program Fix Service.** If the Licensed Property as furnished and without Customer modification fails to function due to an error in the Licensed Property and Customer has reasonably determined that the failure is not due to incorrect or defective data entry or operator performance by Customer, AvePoint will make a prompt and reasonable attempt to provide Customer with a suitable workaround or program change to correct or avoid such error. AvePoint shall have the right to verify the existence of any error reported by Customer and AvePoint shall have no obligation to correct any error or defect unless the error or defect can be re-created with an unaltered version of the Licensed Property. Error verifications shall be conducted at Customer's or AvePoint's place of business, as determined by AvePoint. Customer agrees to provide to AvePoint any data, configuration information, and copies of all programs used by Customer in making its determination that an error exists. Notification to AvePoint and subsequent follow-up shall be conducted through AvePoint's Call Center Support as set forth in section 2.2 ("Call Center Support") below.
 - 2.2 **Call Center Support.** AvePoint shall provide email, web support ticket, phone, and web conferencing (each a "Support Channel" or "Channel") based Support Services to Customer according to the Customer's Support Level. Support Channels and hours shall be provided as per the Support Program Features table below, where the "Local Office Time" shall mean Eastern Standard Time (EST) at the AvePoint Richmond, Virginia office, and "Business Days" shall be the days such AvePoint office is opened for regular business per locally accepted businesses practices.



SUPPORT PROGRAM FEATURES

<u>Support Level</u>	<u>Basic</u>	<u>Standard</u>	<u>Premier</u>
Support Channels	Email or Web Support Ticket Only	Email, Web Support Ticket, Phone and Web Conferencing	Email, Web Support Ticket, Phone and Web Conferencing
Support Hours	Business Days, 7:00 am–7:00 pm Local Office Time	Business Days, 7:00 am–7:00 pm Local Office Time	24 hours / day, 7 days / week*
Email/web support ticket response time	Based on Issue Severity	Based on Issue Severity	Based on Issue Severity, with priority handling within Issue Severity Level
*Includes holidays and weekends			

As indicated, email and web support ticket response times shall be based on Issue Severity Level, as defined in the Support Ticket Response Times table below. Such Issue Severity Level shall be assigned by AvePoint at the time of receipt of such email or web support ticket request from Customer per the Issue Description guidelines given in the table below at AvePoint's sole discretion. AvePoint shall make all commercially reasonable efforts to respond to such support requests within the given response time. Requests received from the Customer shall receive priority handling over other requests within a given Issue Severity Level because the Customer is enrolled in Premier Level Support Services.

SUPPORT TICKET RESPONSE TIMES

<u>Issue Severity</u>	<u>Issue Description</u>	<u>Email and Web Response Time</u>	<u>Phone Response Time*</u>
Low	<ul style="list-style-type: none"> • Minor issue which does not impact production environment • Documentation error that does not directly impact a job on production • Feature or suggestion for enhancement 	48 hours or less	Immediate
Medium	<ul style="list-style-type: none"> • An issue affecting production environment at a minor level • Very limited direct impact on operations 	24 hours or less	Immediate
High	<ul style="list-style-type: none"> • An issue affecting production environment at a major level • Production environment is operational, but DocAve activities are limited • Long-time adverse effects can lead to productivity being hindered 	4 hours or less	Immediate
Very High	<ul style="list-style-type: none"> • DocAve activities on production environment are completely inoperable • Major restoration or project is at a mission-critical state • Severe impact on business operations 	2 hours or less	Immediate

*Phone support is only available for Standard and Premier Level Support Services, in accordance with the Support Hours as set forth on the Support Program Features table above.

2.3 Integration. If Customer has Premier Level Support Services, in the event that an error in installation, configuration, or operation of the Licensed Property is caused by Customer's introduction of a new and unique or unusual configuration, hardware component or components, architecture, network setup, or customization, AvePoint shall integrate the Licensed Property to work for Customer, provided such integration requires less than eight (8) man hours of development work, as determined by AvePoint at its sole discretion. For Customers with Basic or Standard Level Support Services or for Customers with Premier Level Support Services where such integration requires greater than eight (8) man hours of development work, AvePoint shall make its best, commercially reasonable, efforts to offer such integration to Customer at an additional fee for the man hours required beyond those covered under the Support Addendum and on the same basis and at the same rates as charged by AvePoint to other similarly situated Customers; provided that, the Customer must comply with any applicable competitive procurement requirements if purchasing such integration services.

2.4 Product Releases. In addition to the Support Services described above, AvePoint may, in its sole discretion, release updates and modifications to the Software (“Product Releases”). Such Product Releases shall be numbered according to AvePoint’s “Standard Numbering Convention,” defined as follows: in the N1.n2.n3.n4 format, with each number representing a different release type and classified by AvePoint as Hotfixes, Cumulative Update, Service Packs, and Platform Upgrades, as described below.

- (a) A “Hotfix” is an update or modification to the Software designed to address a specific issue identified in the installation, configuration, or operation of the Software. A release that is considered a Hotfix shall be so indicated by an increase or change in the n4 portion of the Standard Numbering Convention.
- (b) A “Cumulative Update” is an update or modification to the Software that may include Hotfixes and may also include performance improvements, Compatibility Updates, and other enhancements, but that does not include new options or feature additions to the Software. A “Compatibility Update” updates or modifies the compatibility of the Software with underlying operating systems and required components. Compatibility Updates do not include updates or modifications that add support for the Software to act upon a new system, platform, or application. A release that is considered a Cumulative Update shall be so indicated by an increase or change in the n3 portion of the Standard Numbering Convention.
- (c) A “Service Pack” is an update or modification to the Software that may include Hotfixes and Cumulative Updates and that adds new options or feature additions to the Software. A release that is considered a Service Pack shall be so indicated by an increase or change in the n2 portion of the Standard Numbering Convention.
- (d) A “Platform Upgrade” is an upgrade or modification to the architecture, user interface, or other significant portion of the Licensed Property. Such Platform Upgrades shall be considered a new generational line of the Licensed Property, and may differ in overall function and use from other generational lines. A release that is considered a Platform Upgrade shall be so indicated by an increase or change in the N1 portion of the Standard Numbering Convention.

Customer access to Product Releases shall be based on license classifications set forth in the Agreement and Support Services Level as detailed in the table titled “Product Releases Included in Support Level” below. For Customers with access to a particular Product Release, AvePoint will provide such Product Releases in such form and with accompanying instructions sufficient to enable Customer to install the Product Releases without the assistance of AvePoint. Customer shall be solely responsible for installation of the Product Releases. If requested by Customer AvePoint will install the Product Release at AvePoint’s expense. Customer agrees that any Product Releases provided by AvePoint shall be held by Customer upon all of the terms and shall be subject to all of

the conditions contained in the Agreement and this Support Addendum entered into by and between AvePoint and Customer with respect to the Licensed Property. Product Releases may update or modify portions of the Software not included as part of Customer's Licensed Property. Availability of and access to Product Releases shall not be construed to entitle Customer to new options or features that are sold separately and that are not direct additions to the Licensed Property to which the Customer's Support Services are associated.

PRODUCT RELEASES INCLUDED IN SUPPORT LEVEL

<u>Product Release</u>	<u>Basic</u>	<u>Standard</u>	<u>Premier</u>
Hotfixes	Yes	Yes	Yes
Cumulative Update	Yes	Yes	Yes
Service Pack	No	Yes	Yes
Platform Upgrade	No	Single-Year: No Multi-Year: Yes	Yes

2.5 Exclusions. AvePoint shall not be required to provide any support services occasioned by neglect or misuse of the Licensed Property or equipment on which the Licensed Property are run, or unauthorized alterations or modifications of the Licensed Property. In the event that Customer requires maintenance and support for a program, system, application, or hardware outside of the Licensed Property, AvePoint may, at its sole discretion, offer such support to Customer at an additional fee; provided that, the Customer must comply with any applicable competitive procurement requirements if purchasing such additional support.

3. SUPPORT FEES.

3.1 Because AvePoint is making a gift of Support Services to the Customer, there are no payments, fees, or taxes to be paid by the Customer.

4. WARRANTIES AND LIMITATION OF WARRANTIES. During the Term, Customer shall be entitled to the following warranties:

4.1 AVEPOINT EXPRESSLY WARRANTS THAT THE LICENSED PROPERTY, AS DELIVERED AND INSTALLED, SHALL PERFORM IN ACCORDANCE WITH

THE SPECIFICATIONS CONTAINED IN THE THEN CURRENT DOCUMENTATION SUPPLIED BY AVEPOINT TO CUSTOMER THAT RELATE TO THE VERSION OF THE LICENSED PROPERTY DELIVERED BY AVEPOINT TO CUSTOMER.

4.2 EXCEPT AS TO COMPATIBILITY OF THE LICENSED PROPERTY AS DESCRIBED IN AVEPOINT'S DOCUMENTATION, AVEPOINT MAKES NO WARRANTIES TO CUSTOMER WITH RESPECT TO THE CUSTOMER'S COMPUTER EQUIPMENT OR SYSTEM SOFTWARE OR ITS CAPACITY. AND THIS WARRANTY DISCLAIMER IS MADE EXPRESSLY IN LIEU OF ANY IMPLIED WARRANTIES TO CUSTOMER; INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES WITH RESPECT TO CUSTOMER'S COMPUTER EQUIPMENT AND SYSTEM SOFTWARE OR ITS CAPACITY ARE HEREBY EXPRESSLY DISCLAIMED.

5. **USE.** Customer is solely responsible for determining the appropriate uses and limitations of the Licensed Property in Customer's operations.

6. **TERMINATION.**

6.1 This Support Addendum shall terminate upon the happening of one or more of the following:

- (a) Termination, for any reason, of that certain Agreement for the applicable Licensed Property to which the support services relate;
- (b) Termination of this Support Addendum for cause upon thirty (30) days written notice to the other party of a material breach of this Support Addendum if such breach remains uncured at the expiration of such period.



**PRODUCT AND LICENSING ADDENDUM
TO THE AVEPOINT MASTER SOFTWARE LICENSE
AND SUPPORT AGREEMENT**

Product	Per SharePoint Server	Per Usage	Per User	Per Named Domain	Per City
Accessibility Accelerator				Perpetual	
Compliance Guardian for File Systems		Perpetual			
Compliance Guardian for SharePoint	Perpetual		Subscription		
Compliance Guardian for SharePoint Online			Subscription		
Compliance Guardian for Websites				Perpetual	
Compliance Guardian for Yammer			Subscription		
Compliance Guardian Online			Subscription		
DocAve	Perpetual	Perpetual (Migration Only)	Subscription		
DocAve for Salesforce	Perpetual		Subscription		
DocAve Online			Subscription		
Dynamics Migration			Subscription		
Dynamics Productivity Suite			Subscription		
File Share Navigator	Perpetual				
Governance Automation	Perpetual		Subscription		
Governance Automation Online			Subscription		
Meetings	Perpetual (On-Premises only)		Subscription (Online Only)		
Notes to Exchange Migrator		Perpetual			
Perimeter Applications (Windows, iOS, Android)			Subscription		
Citizen Services					Subscription

For any products not listed above or for further specifics including product availability, please refer to the relevant AvePoint sales quote.

**HOSTED LICENSED PROPERTY ADDENDUM
TO THE AVEPOINT MASTER SOFTWARE LICENSE
AND SUPPORT AGREEMENT**

For customers with hosted Licensed Property that is hosted by AvePoint, the following additional terms and conditions shall apply. For customers not licensing hosted Licensed Property hosted by AvePoint, this Hosted Licensed Property Addendum shall not apply.

1. Data Retention. Upon the termination of the License for a specific hosted Licensed Property, AvePoint shall return all of Customer's data to the Customer in (i) the same format in which it was delivered to AvePoint, or (ii) a Microsoft Excel or CSV file format within five (5) business days of termination of the Licensed. After AvePoint returns Customer's data to Customer in accordance with this section 1, the Customer's data will be permanently deleted from AvePoint's data repository and shall be irrecoverable by the Customer, and thereafter, AvePoint makes no representations or warranties as to the preservation or integrity of Customer data. Customer hereby agrees that AvePoint shall have no obligation to retain Customer data after AvePoint complies with the requirements of this section 1), unless otherwise provided by law. If Customer obtains a new License for the same hosted Licensed Property within five (5) business days of termination of the previously terminated License, Customer data shall remain available to Customer.

2. Additional Services. Except for the requirements of section 1, should Customer request migration of hosted Customer data to an on-premises location provided by Customer, such migration shall be performed by AvePoint at AvePoint's then current rates for such services; provided that, the Customer must comply with any applicable competitive procurement requirements if purchasing such services.

3. Data Center Locations and Isolation. If there is a geographic region indicated on Customer's AvePoint Citizen Services Implementation Statement of Work, the Customer's data and all operations will reside and execute from the geographic region's data center. All Customer data passing through hosted Licensed Property is stored by AvePoint in a siloed database which is neither accessible by nor communicates with other AvePoint Servers.

4. Privacy and Confidentiality. AvePoint shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data, including, but not limited to measures for preventing access, use, modification or disclosure of Customer data except (a) to provide the hosted Licensed Property with Support Services and prevent or address service or technical problems; (b) as compelled by law; or (c) as expressly permitted by Customer in writing. Such specific safeguards shall be as set forth in the Documentation for the hosted Licensed Property.

5. AvePoint's License to Host Customer Data and Right to Use Feedback. Customer hereby grants to AvePoint and its Affiliates a worldwide, limited-term license to host, copy, transmit and display Customer data as necessary for AvePoint to provide the hosted Licensed Property in accordance with this Agreement. Subject to the limited licenses granted herein, AvePoint shall acquire no right, title or interest from Customer under this Agreement in or to



Customer data. Customer grants AvePoint and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the hosted Licensed Property any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer related to the operation of the hosted Licensed Property.

6. Service Level Agreement.

- 6.1 AvePoint shall make the functionality of the hosted Licensed Property available to Customer pursuant to this Agreement and shall use commercially reasonable efforts to make the hosted Licensed Property available, except for: (i) scheduled downtime (of which AvePoint shall, to the extent practicable, schedule so as not to adversely affect Customer's business); and (ii) as set forth in the Agreement and herein.
- 6.2 AvePoint warrants that the hosted Licensed Property shall have an uptime of not less than 99.5% per year (resulting in a downtime of not more than 43 hours and 49 minutes per year) (the "SLA"). Should the Customer determine that AvePoint has not met the uptime requirement set forth herein, Customer shall, as an exclusive remedy, be entitled to an extension of the Term equal to one day for each day or portion thereof that downtime exceeds the SLA.
- 6.3 **Exclusions.** The above uptime and downtimes shall not apply to the extent any performance or availability issues are: (i) due to factors outside AvePoint's reasonable control; (ii) caused by Customer's hardware or software; (iii) caused by the actions or inactions of Customer; (iv) caused by Customer's use of the hosted Licensed Property; or (v) attributable to the acts or omissions of Customer or Customer's Authorized Users, or anyone gaining access to the hosted Licensed Property by means of Customer's passwords or equipment.



AvePoint Citizen Services Implementation

City of Richmond

Thursday, August 31, 2017



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1.0 COMPANY PROFILE

AvePoint Public Sector, Inc. is an independent, wholly owned subsidiary of AvePoint, Inc., the Microsoft Cloud expert. Over 800 government organizations rely on AvePoint Public Sector to migrate, manage, and protect their SharePoint and Office 365 data. AvePoint Public Sector’s software and services for on-premises, hybrid, and cloud environments help Customers meet their diverse mission needs by satisfying compliance and governance objectives, increasing IT efficiency, and enhancing citizen engagement.

Headquartered in Arlington, VA, AvePoint Public Sector serves Customers in 48 states, including 290 local governments and municipalities, all cabinets of US Federal Government, Department of Defense organizations, and System Integrators. AvePoint Public Sector is a US Government GSA certified provider via strategic partnerships, as well as a Microsoft Partner of the Year Award winner for Public Sector: Public Safety & National Security.

2.0 PROJECT OVERVIEW

The objective of this project is to implement AvePoint's Citizen Services to serve as the City of Richmond’s system for receiving and managing constituent service requests. Citizen Services will provide Richmond’s constituents with a centralized portal to easily submit citizen service requests from anywhere, at any time, on any device. This solution will also provide a streamlined, automated process for tracking and managing service requests, as well as produce valuable insights derived from the analysis of the service request data.

3.0 CONTACT INFORMATION

AvePoint US Headquarters		
AvePoint Public Sector, Inc. 2111 Wilson Boulevard Suite #920 Arlington, VA 22201		
AvePoint Principal Contacts		
Executive Sponsor	Pursuit Technical Lead	Account Executive
Name: Dux Raymond Sy, PMP Title: Chief Technology Officer Number: +1.703.596.8054 Email: dux.sy@avepoint.com	Name: Paul Olenick Title: Director Product Strategy Number: +1.650.492.3335 Email: paul.olenick@avepoint.com	Name: Taylor Davenport Title: VP of Sales Number: +1.703.209.7881 Email: Taylor.Davenport@AvePoint.com



4.0 STATEMENT OF WORK

SOW Effective Date	Commencement Date set forth on the Contract for Donated Goods and Services
Donation Acceptance Deadline	AvePoint reserves the right to withdraw the offer for the donation of the goods and services provided pursuant to the Contract for Donated Goods and Services if the City fails to execute the Contract by September 29, 2017.
SOW Title	CITY OF RICHMOND CITIZEN SERVICES SOW
Quote Number	Q-67433-Q3J0
Customer Name	City of Richmond, VA
Customer Address for Invoices (Email or Physical Address)	Office of the Deputy CAO for Operations 730 E. Broad Street, 6th Floor Richmond, Virginia 23219
Customer Contact/ Richmond Program Manager	Krystal Onaitis
	Contact Email Address: krystal.onaitis@richmondgov.com
	Telephone number: 804-646-5923

This Statement of Work ("SOW") is made pursuant to the terms and conditions listed herein and made effective as of the Commencement Date set forth on the Contract for Donated Goods and Services by and between AvePoint Public Sector, Inc. ("AvePoint"), a Delaware corporation, located at 2111 Wilson Boulevard Suite #920, Arlington, VA 22201, and City of Richmond, VA ("Customer").

If there is any conflict between the text of this SOW and the charts in sections 4.2.14, 7.1, and 8.0 of this SOW, the text of this SOW controls.

4.1 PROJECT APPROACH

AvePoint employs the following seven-step methodology with all service engagements in order to ensure a successful project. The below steps are meant to provide the Customer with a picture for how AvePoint will execute the milestones described herein. Generally, AvePoint will apply aspects of the methodology described as activities within each milestone to ensure progress throughout the steps of the project. Where applicable, these steps are further detailed in the Citizen Services Full Use Scope Project Plan (Exhibit C to the Contract for Donated Goods and Services).



4.1.1 Kick-Off / Initiation

During this initiation phase:

- A. the project team is identified,
- B. the high-level project schedule is prepared by AvePoint to be reviewed and approved by the Customer,
- C. the communication and reporting expectations are proposed by AvePoint and reviewed and approved by the Customer,
- D. and a formal project kick-off meeting is initiated and conducted by AvePoint within five business days of the Commencement Date of the Contract for Donated Goods and Services.

After the project kick-off meeting, meeting minutes will be created by AvePoint, including any action items, and will be sent by AvePoint to the Richmond Program Manager and all members of Customer's project team along with a project schedule and project plan.

At the project kick-off meeting, AvePoint and Customer will convene, and roles, responsibilities, and schedules will be clearly defined and agreed upon between the parties.

4.1.1.1 Discovery

For each milestone, AvePoint will meet with the relevant business and technology personnel for an information gathering session to gain a deep understanding of requirements and use cases. During this session(s), AvePoint will assess the current state, the future needs, and business user requirements. After



the information gathering session(s) have been conducted, using all the findings the AvePoint engineer will create a recommendation based on the findings from the discovery.

4.1.1.2 Planning

AvePoint will provide Customer with a draft execution plan to guide AvePoint and Customer as they proceed toward implementation of the AvePoint Citizen Services System (the "Original Execution Plan"). Customer may provide feedback on the draft Original Execution Plan within five (5) business days of Customer's receipt of the draft, and AvePoint will make all edits to the draft Original Execution Plan requested by the Customer until the Customer approves the Original Execution Plan. The Original Execution Plan will have the potential of influencing project plan dates should any unforeseen elements be identified during the assessment.

AvePoint will create a supplemental execution plan that includes any material updates or deviations from the Original Execution Plan for each milestone (each a "Milestone Execution Plan"). Each Milestone Execution Plan will be delivered to Customer within a reasonable timeframe (three to five business days) following receipt and compilation of the information necessary to formulate each Milestone Execution Plan. For each milestone, Customer may provide feedback on each Milestone Execution Plan within three (3) business days of Customer's receipt of the draft Milestone Execution Plan, and AvePoint will make all edits to the draft Milestone Execution Plan requested by the Customer until the Customer approves the Milestone Execution Plan. AvePoint will be available to conduct follow up meetings to address questions that the Customer may have regarding each Milestone Execution Plan.

4.1.1.3 Execution

Upon AvePoint's receipt of the City's written approval of each Milestone Execution Plan, AvePoint will execute the plan according to the schedule that was defined during the kick off phase. During the course of this SOW, the AvePoint Project Manager will schedule project sync up calls as defined in the schedule and also assure the tasks are completed on time. AvePoint adapts to an agile methodology by transitioning between validation and acceptance stages, as well as planning, to achieve multiple iterations and satisfying the Customer's requirements.

4.1.1.4 Validation

Upon completion of the execution phase of each milestone, AvePoint will perform use case validation and user acceptance testing to ensure the executed solution meets all requirements.

4.1.1.5 Knowledge Transfer

Once AvePoint receives the Customer's written approval of the completed use case validation and user acceptance testing, there is a knowledge transfer from the City to AvePoint. During the knowledge transfer, any necessary end-user or admin training sessions, or both, will be conducted by AvePoint. All deliverables will be fully documented and formally accepted in accordance with the procedures set forth in section 11 ("Acceptance Procedures") herein.

4.1.1.6 Wrap-Up



At the culmination of the project, the Customer and AvePoint will reconvene to review all milestones and deliverables and ensure an effective transition of operations from AvePoint to the Customer's in-house team. Any additional matters required to fully close out the project will also be addressed.

4.1.2 Quality Control / Communication

Project quality control and communication is how AvePoint ensures Customer satisfaction throughout the engagement. Throughout the duration of this project, AvePoint will ensure scope, schedule, escalations and deliverables are managed in a timely and professional manner with the Customer. Throughout the entire project, AvePoint is committed to provide consistent and straightforward communication that will best serve the needs of the Customer. AvePoint shall communicate through regular project meetings, meeting minutes, and action on outstanding items.

4.2 SCOPE OF SERVICES

AvePoint will provide each deliverable ("D") and perform the activities detailed in each milestone ("M").

4.2.1 AvePoint Citizen Services

"AvePoint Citizen Services" is the SaaS platform that makes it easy for governments of any size to modernize their case management, improve Customer satisfaction, streamline their operations and surface deep insights about their municipality. AvePoint Citizen Services supports the full lifecycle of non-emergency case management. AvePoint Citizen Services can be configured to leverage any system that exposes an Open311 API.

The user interface of AvePoint Citizen Services is comprised of three portals: the "Citizen Portal," the "Internal Portal," and the "Field Portal." The list below describes the core workloads and use cases supported by the product.

- A) The Citizen Portal is where constituents:
 - 1) Submit service requests
 - 2) Track service requests they and others have submitted
 - 3) Browse and search service requests they and others have submitted
 - 4) Watch/follow service requests others have submitted
 - 5) Register and sign-in with a username/password combination or their Microsoft, Google, Facebook or Twitter accounts.
 - 6) Share a page on social media (if enabled)
 - 7) Manage their account profile
 - 8) View the portal on their mobile device
 - 9) View frequently asked questions
 - 10) Submit surveys and feedback
 - 11) Constituent users of the Citizen Portal can choose to receive email notifications or SMS texts when a service request they've submitted is completed.
- B) The Internal Portal is where internal users:
 - 1) Manage service request types (add, edit, enable, disable, and configure)
 - 2) View, edit and assign, track and approve service requests
 - 3) Submit service requests on behalf of constituents



- 4) Configure aspects of the portals
 - i) Branding
 - ii) Logos
 - iii) Banner images
 - iv) Page text
 - v) Help information
 - vi) Map boundary settings
 - vii) Map provider settings
 - viii) Web hooks and APIs
 - ix) Notification settings
 - x) Configure “Under Maintenance” pages
 - 5) Curate frequently asked questions and knowledge base articles
 - 6) View surveys and feedback
 - 7) Manage internal users and groups
 - 8) View the dashboard
- C) The Field Portal is where the City’s internal users:
- 1) View, assign, and review service requests assigned to their department
 - 2) View, accept, reject, and update the progress of service requests assigned to them

Note: Because the Customer uses Azteca Systems, LLC’s Cityworks platform (“Cityworks”) for managing resources, tasks and assignments, it is likely that the Customer will use Cityworks in favor of the Field Portal. However, it is available for use should the Customer choose to use it. See the milestone around integrations later in this section for more detail.

In addition to the “dashboard” referenced in section 4.2.1(B)(8) above, in order to enable offline ad hoc reporting, the Customer may request a data export of service request data from AvePoint up to two times per month. AvePoint shall provide the data exports as Microsoft Excel or CSV file formats within five (5) business days of receipt of such a request from the Customer. AvePoint is working toward providing Customer with reporting capabilities with the AvePoint Citizen Services system at a future time.

I. Platform Design

The solution is a SaaS platform (hosted by AvePoint) deployed across multiple Microsoft Azure data centers to service various regions, and to provide redundancy for business continuity. The primary data center for the Customer’s tenants will be deployed in one of the Azure East US region data centers, located in Virginia. The secondary data center (to be used in case of a primary data center outage) will be located in either the Azure West (California) or Central (Iowa) region, based on how Microsoft defines Azure Paired Regions, described in the following documentation:

<https://docs.microsoft.com/en-us/azure/best-practices-availability-paired-regions>.

For the purposes of this SOW, the term “tenant” refers to a single customer (logically isolated, but physically integrated) in a multitenant software architecture.

II. Milestones, Activities and Deliverables

This SOW includes the core workloads and use cases listed in Section 4.2.1. The solution is capable of enabling more advanced workloads available as well. One example of this is Internet of Things (“IoT”)



and machine learning integration. These advanced workloads are out of scope for this SOW. If the Customer is interested in exploring these workloads, they can contact their Account Executive listed in the Contact Information section; provided that, the Customer must comply with any applicable competitive procurement requirements if purchasing such workloads.

The scope of services described in this section outlines the project milestones and activities required for AvePoint to deploy, integrate and configure AvePoint Citizen Services to deliver a new end-to-end solution to support the Customer's non-emergency service requests and case management.

The milestones, activities and deliverables described below represent the integration, deployment, configuration, migration, testing, training, documentation and cutover project areas required for a project completion.

M1: Project Initiation

M2: Configure Customer tenant on Citizen Services platform

M3: Perform portal configuration

M4: Integrate Citizen Services with existing Customer systems

M5: Create and configure service request types

M6: Develop and apply content and branding

M7: Migrate existing service request data from legacy systems to AvePoint Citizen Services

M8: Develop and publish dedicated Mobile Apps

M9: User Acceptance Testing

M10: Develop and deliver Training

M11: Develop and deliver solution documentation

M12: Develop and execute "cutover" plan

4.2.2 M1: Project Initiation

In preparation for this milestone, AvePoint created an initial project plan based on the milestones outlined herein as a starting point for review titled "Citizen Services Full Use Scope Project Plan (Exhibit C to the Contract for Donated Goods and Services). AvePoint will coordinate with the Customer, a series of meetings meant to review Exhibit C so the parties can arrive at a finalized project plan that is suitable to both AvePoint and the Customer. AvePoint will provide Customer with a revised version of Exhibit C within fifteen (15) business days of the Commencement Date of the Contract for Donated Goods and Services. Customer may provide AvePoint with feedback on the revised version of Exhibit C within three (3) business days of Customer's receipt of the revised version of Exhibit C, and AvePoint will make all required edits to the revised version of Exhibit C until the Customer approves the finalized project plan in writing. Thereafter, AvePoint will coordinate a project kick-off session with the City's Contact Person and any necessary project participants on both the AvePoint and the Customer sides in order to review the agreed-upon project. The roles and responsibilities for each participating individual are set forth in sections 7.2.2.1 and 7.2.2.2 and may be further specified in Exhibit C and the Execution Plan.



4.2.2.1 Milestone1 Activities

The following activities are expected to be conducted during this milestone:

1. AvePoint and Customer shall review initial project plan titled "Citizen Services Full Use Scope Project Plan" (Exhibit C to the Contract for Donated Goods and Services)
2. AvePoint will provide revised version of Exhibit C to Customer
3. Customer will provide feedback on AvePoint's revised version of Exhibit C and AvePoint will revise until the Customer approves the final project plan
4. Execution of kick-off meeting with AvePoint and Customer:
 - o Topics to include but not limited to:
 - a. Review of finalized project plan
 - b. Roles introduction
 - c. Review of change order procedures
 - d. Review of deliverable acceptance procedure
 - e. Project expectations

4.2.2.2 Milestone1 Deliverables

1. D1: AvePoint shall provide a finalized project plan to Customer after receipt of Customer's written approval of the draft final project plan
 - a. Document in Microsoft Project Format must include:
 1. High level schedule
 2. Gantt chart for all project activities and dependencies
 3. Required roles for each of the activities defined
2. D2: AvePoint shall provide kick-off meeting minutes Microsoft Word or OneNote format of meeting notes

4.2.3 M2: Configure Customer tenant on Citizen Services platform

In this milestone, AvePoint will create three (3) Customer tenants in AvePoint Citizen Services (one production tenant, one QA tenant which has been requested by the Customer for internal training purposes, and one development tenant which is for the purposes of allowing the Customer to experiment with the product), and perform the deployment and configuration tasks (listed in Section 4.2.3.1) to set up the base solution.

The development tenant environment will be configured with default settings and content, which shall be limited to the deployment and configuration tasks listed in Section 4.2.3.1. AvePoint will not have any obligation to provide Services related to the development tenant beyond the responsibilities contained in Section 4.2.3.1. The intent of the development environment is to allow Customer to perform potential development/configuration changes and experiment with AvePoint Citizen Services. The intent is not to make any changes to existing features or functionality of the AvePoint Citizen Services system.

4.2.3.1 Milestone2 Activities



AvePoint shall create three Customer tenants (Production, QA and Development). This includes the following steps:

1. AvePoint technical resources will register Customer's Azure Active Directory tenants in AvePoint Citizen Services platform.
2. AvePoint technical resources will configure URLs for Customer's Citizen Portals.
3. AvePoint technical resources will initialize default service types.
4. AvePoint technical resources will apply AvePoint Citizen Services licenses for SaaS platform.

4.2.3.2 Milestone2 Deliverables

1. D3: AvePoint shall provide production, QA and development Customer tenants provisioned and deployed with default settings.

4.2.4 M3: Perform portal configuration

Portal configuration includes adding users, and configuring various aspects of the solution from the Internal Portal.

4.2.4.1 Milestone3 Activities

The following activities are required to configure the portals:

1. AvePoint and Richmond Technical Resources will add users to the various roles in from the Internal Portal
2. AvePoint and Richmond Technical Resources will configure a service boundary to prevent users from requesting services outside of the Customer's jurisdiction.

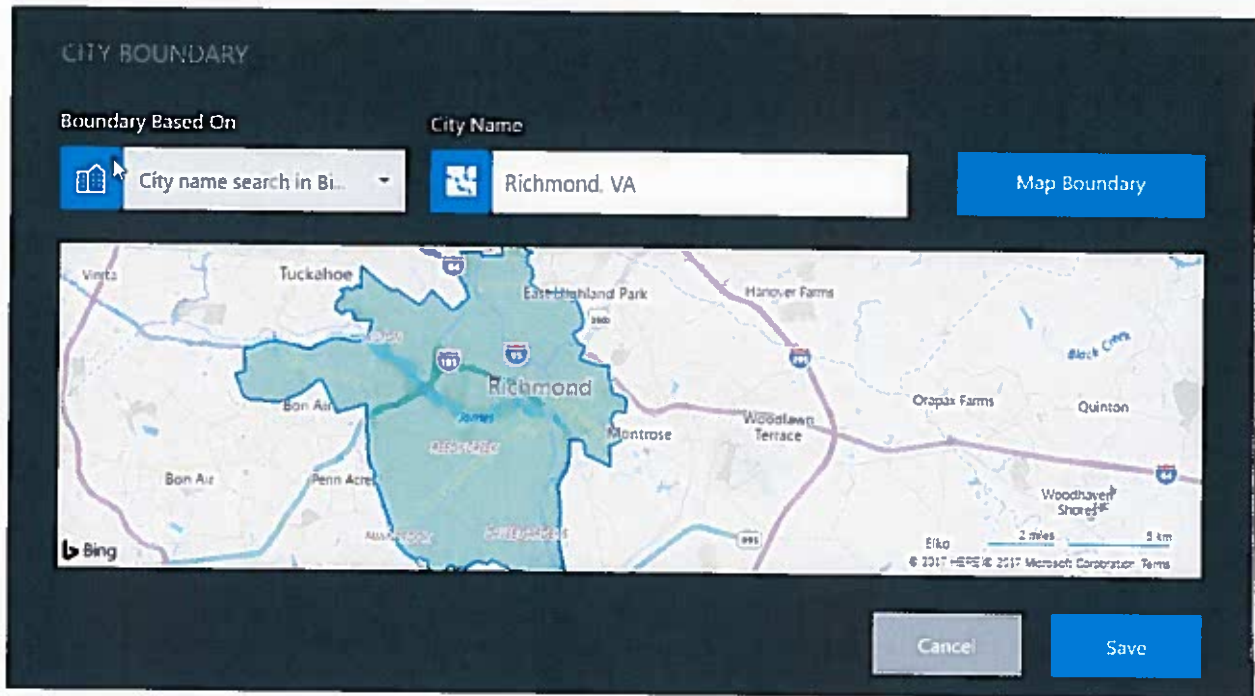


Figure 1: Defining City boundary.

3. AvePoint and Richmond Technical Resources will configure language settings in the Citizen Portal to English and Spanish. AvePoint and Richmond Technical Resources will configure language settings in the Internal Portal and Field Portal in English only.

4.2.4.2 Milestone3 Deliverables

1. D4: Citizen Portal: AvePoint shall provide a Citizen Portal
 - a. that honors the Customer's service area boundary.
 - b. with users added with appropriate roles and permissions.

4.2.5 M4: Integrate Citizen Services with existing Customer systems

The Customer utilizes multiple existing systems that must work in conjunction with AvePoint Citizen Services. As such, a number of tasks must be completed to integrate AvePoint Citizen Services and the Customer's existing Cityworks implementation, ESRI ArcGIS, and public facing website (richmondgov.com).

4.2.5.1 Milestone4 Activities

- I. Configure and test integration with the Customer's ESRI ArcGIS for address validation

When a constituent user of the Citizen Portal submits a new service request, they must include an address or location. In order to ensure that the address is valid, it is crucial to validate the address prior to



submitting a new service request. AvePoint Citizen Services provides turn-key integration with ESRI ArcGIS (the system that the Customer uses to validate addresses). AvePoint Citizen Services must validate addresses prior to request submission through the Citizen Portal. The logical design and configuration screen for this integration is depicted in the diagrams below.

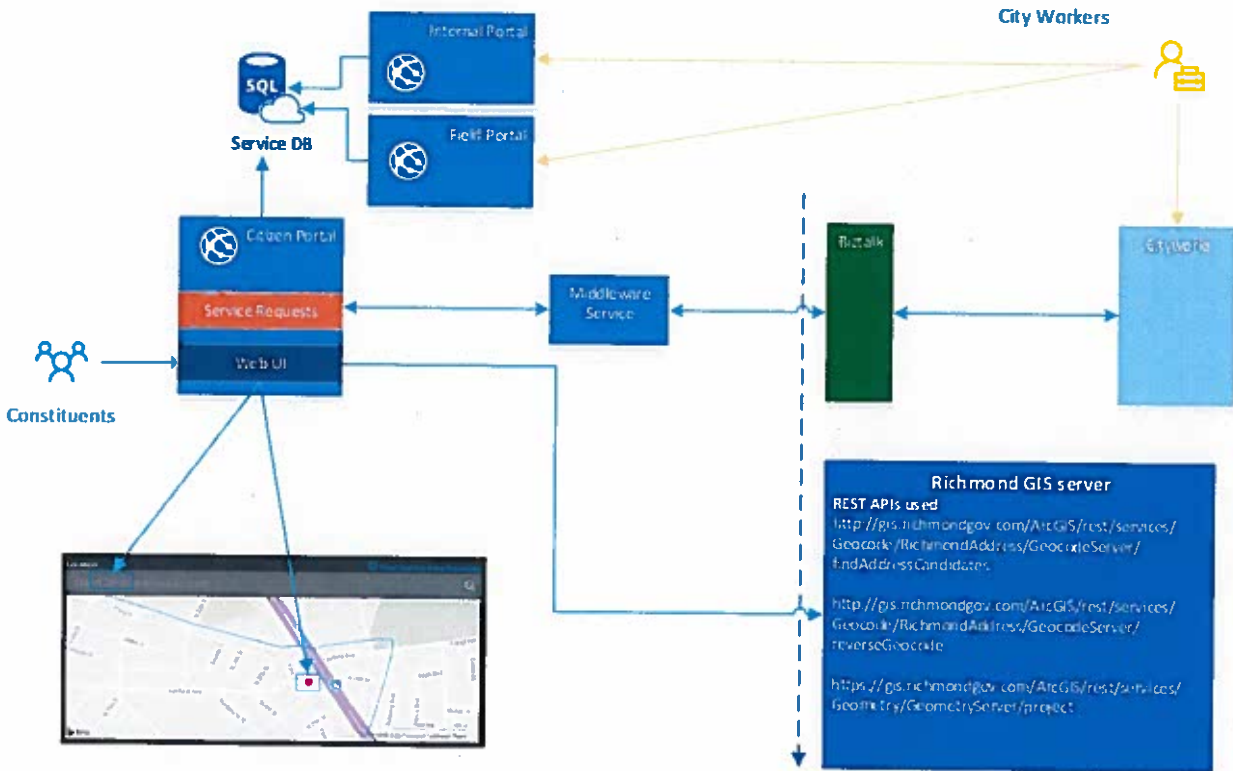


Figure 2: Address validation logical communication flow.



Figure 3: Citizen Services interface to configure ESRI ArcGIS integration.

In addition to the ESRI ArcGIS integration functionality described above, AvePoint and the Customer will assess the feasibility of detecting geographic relationship data, based on validated addresses, and capturing that data within the metadata of the service request. AvePoint and the Customer will use best efforts to include this capability during this milestone. Details for any mutually agreed upon design and work related to this activity will be added to the Original Execution Plan by AvePoint.

- a. AvePoint and Richmond Technical Resources will configure the AvePoint Citizen Services to utilize the Customer's implementation of ESRI ArcGIS by adding the relevant information in the map configuration page as depicted in Figure 3 above.
- b. AvePoint and Richmond Technical Resources will test the integration by submitting sample service requests to make sure addresses are being validated by AvePoint Citizen Services.
- c. AvePoint and Richmond Technical Resources will work to resolve any integration issues should they arise.

II. Develop and test integration with the Customer's Cityworks implementation

The Customer uses Cityworks Asset Management System that internally manages resources and service requests that have been assigned to the Customer's departments and individuals. The Customer wishes to continue to use Cityworks in this fashion. As such, AvePoint shall establish integration between AvePoint Citizen Services and Cityworks.



The Customer has invested in a Microsoft BizTalk Server solution ("BizTalk Solution")_to enable communication between the Customer's current CRM (the Lagan system) and Cityworks. In this milestone, an equivalent solution must be developed For AvePoint Citizen Services..

a. Integration Functionality

1. Each service request type can be configured so that it is either routed through AvePoint Citizen Service's native workflow, or to Cityworks.
2. When a new service request is created in AvePoint Citizen Services, if it is of a service type that should be routed to Cityworks, a new case will be created in Cityworks. via BizTalk.
3. If a new comment is added to a service request in Citizen Services which is routed to Cityworks, the comment will be added to the associated service request in Cityworks. Likewise, when a new comment is created for a service request that has been routed to Cityworks, the comment will be added to the associated service request in AvePoint Citizen Services.
4. When a case has been closed in Cityworks, the service request will be closed in AvePoint Citizen Services as well.

b. Limitations

1. With the exception of adding new comments, edits made to existing service requests in AvePoint Citizen Services will not result in updates to the service request in Cityworks.
2. With the exception of status changing to closed and adding new comments, edits to service requests made in Cityworks will not be reflected in AvePoint Citizen Services
 - a. This includes cases where a service request is routed to Cityworks and the request is found to have been classified incorrectly (service type needs to change). This situation will be handled via a manual process by the Customer (typically closing the service request in Cityworks and creating a new service request on behalf of the constituent that originally submitted it).
3. When service request types are added or updated in AvePoint Citizen Services, an equivalent service request type must be manually created in BizTalk.

c. Technical Design

1. Communication between AvePoint Citizen Services and BizTalk will take place via a middleware service. This service will convert the Windows Communication Foundation (WCF) calls coming from the Customer's BizTalk solution into representational state transfer (REST) calls made to the AvePoint Citizen Services Open311 API. Conversely, calls from AvePoint Citizen Services will be converted to WCF calls to the BizTalk solution.
2. The middleware adapter will be deployed to a dedicated Azure virtual network (VNET) hosted by AvePoint.
3. A virtual private network (VPN) tunnel will be set up between the dedicated Azure VNET and the Customer's network so that calls can be made to the BizTalk server which resides inside of the Customer's corporate network.
4. Traffic between the AvePoint Citizen Services portal and the dedicated VNET will take place over a secure channel (HTTPS with transport layer security) and will be restricted by internet protocol (IP) whitelist.

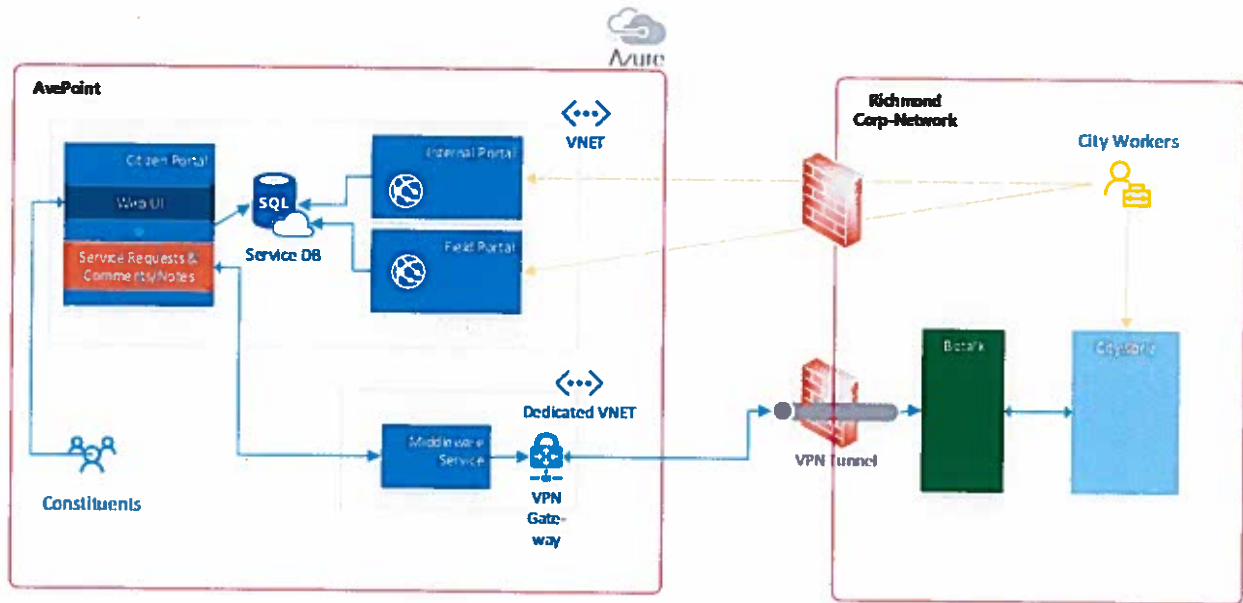


Figure 4: Cityworks integration design diagram.

d. To accomplish this integration:

- 1) AvePoint technical resources will configure a dedicated Azure VNET and Azure VPN tunnel so that calls from AvePoint Citizen Services can reach the Customer's BizTalk server.
- 2) AvePoint technical resources will design and develop a middleware service, deployed to the dedicated Azure VNET, that will convert the WCF calls coming from the Customer's BizTalk solution into REST calls made to the AvePoint Citizen Services Open311 API and vice versa.
 - a) In order to minimize or eliminate the need for code changes on the BizTalk solution, it is recommended that Richmond Technical Resources provide feedback to AvePoint on the interface for the middleware service. This will allow AvePoint technical resources to design the interface in such a way that it will accept calls as they are currently written in the solution, or with minimal changes.
- 3) Richmond Technical Resources will make any required updates to the BizTalk Solution to support the integration with AvePoint Citizen Services, such as changing the scheme, or updating the API calls.
- 4) AvePoint technical resources will extend the existing AvePoint Open311 API to include the capability to add comments and close service requests via API calls.
- 5) Both the AvePoint and Richmond Technical Resources will test the integration.

Note: for this integration, it is critical that the Customer works with AvePoint to test the solution. Because this integration is with an existing custom implementation of BizTalk Solution and Cityworks, AvePoint will likely not be able to test and validate against an identical environment without the Customer's participation.

III. Integration with existing Customer Website Interfaces

The Customer currently publishes the interface for residents and visitors to submit service requests in multiple places, including embedded into their existing website. To publish the AvePoint Citizen Services



interface in a similar fashion, in addition to the stand-alone Citizen Portal, AvePoint can configure a single-page-application to be embedded as an iFrame (an HTML element that creates the ability to nest one web page inside of another) into the Customer's existing website.

1. AvePoint will provide a URL that the Customer can use to embed the interface on a website of their choosing.
2. If desired, Richmond Technical Resources will embed the AvePoint Citizen Services interface into an existing website by adding an iFrame in the page HTML of the site.

4.2.5.2 Milestone4 Deliverables

1. D5: AvePoint shall provide the City with AvePoint Citizen Services portals that:
 - a. validate addresses for new requests against the Customer's ESRI ArcGIS prior to the service request being submitted.
 - b. can be embedded into Customer's existing website via an iFrame.
 - c. Integrate with Customer's existing Cityworks system (via BizTalk Solution).

4.2.6 M5: Create and configure service request types

AvePoint Citizen Services includes the capability to create and manage the service request types that Citizen Portal users choose from when submitting requests. This milestone includes the tasks to create and configure the service types that will be exposed to constituent users in the Citizen Portal. The Customer will provide any text translations where multiple languages are desired.

4.2.6.1 Milestone5 Activities

1. AvePoint and Customer resources will establish which service request types are required in the new solution and the required configuration for each
2. AvePoint and Richmond Technical Resources will disable any default service requests that the Customer does not wish to use
3. AvePoint and Richmond Technical Resources will edit any default service types as required
4. AvePoint and Richmond Technical Resources will create new service requests as required
5. AvePoint and Richmond Technical Resources will configure forms, search keywords, icons, duplicate detection, service owner group assignments/mapping, service-level agreements (the "SLAs") and other aspects of service request types. Where multiple languages are desired, Customer is responsible for providing translations.
6. Customer will define the order and grouping of service request types

4.2.6.2 Milestone5 Deliverables

1. D6: AvePoint shall provide a Citizen Portal that reflects the service request type configuration performed in the Internal Portal.

4.2.7 M6: Develop and apply content and branding



The AvePoint Citizen Services user interface can be customized by applying a custom cascading style sheet (CSS) theme and by defining the text and images that appear in the Citizen Portal.

CSS customizations are limited to those CSS styles and elements documented in the branding guide (<https://internal.citizenservices.org/Content/theme/custom-theme.zip>).

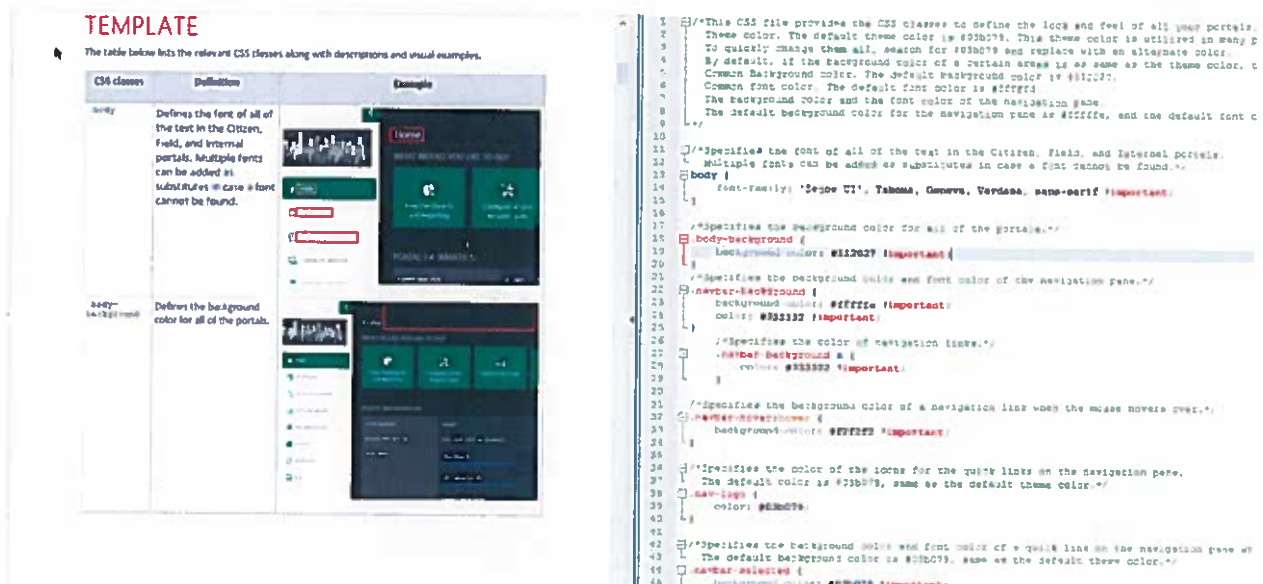


Figure 5: Branding instructions and custom CSS template.

Please note that changing the layout of the portal pages and any front-end development such as creating or referencing scripts is out of scope.

4.2.7.1 Milestone6 Activities

1. AvePoint will provide Customer with an explanation of options for colors and fonts to be used for the portals of AvePoint Citizen Services. The Richmond Designer (see section 7.2.2) will review the options provided by AvePoint and provide a “style guide” to AvePoint listing the Customer’s preferences for the colors and fonts for the page elements. The guide need not be formal, but should include sufficient detail such as font family and colors (hex values).
2. Customer Web Design Resource will produce any images that the Customer intends to use on the site, including icons, logos and banner images.
3. AvePoint Web Designers will develop a custom CSS theme that reflects the information provided in the style guide.
4. Customer will develop text and image content for the home page, help text, FAQs (providing translations where multiple languages are desired). AvePoint Technical Resources will add the content to the Citizen Portal.

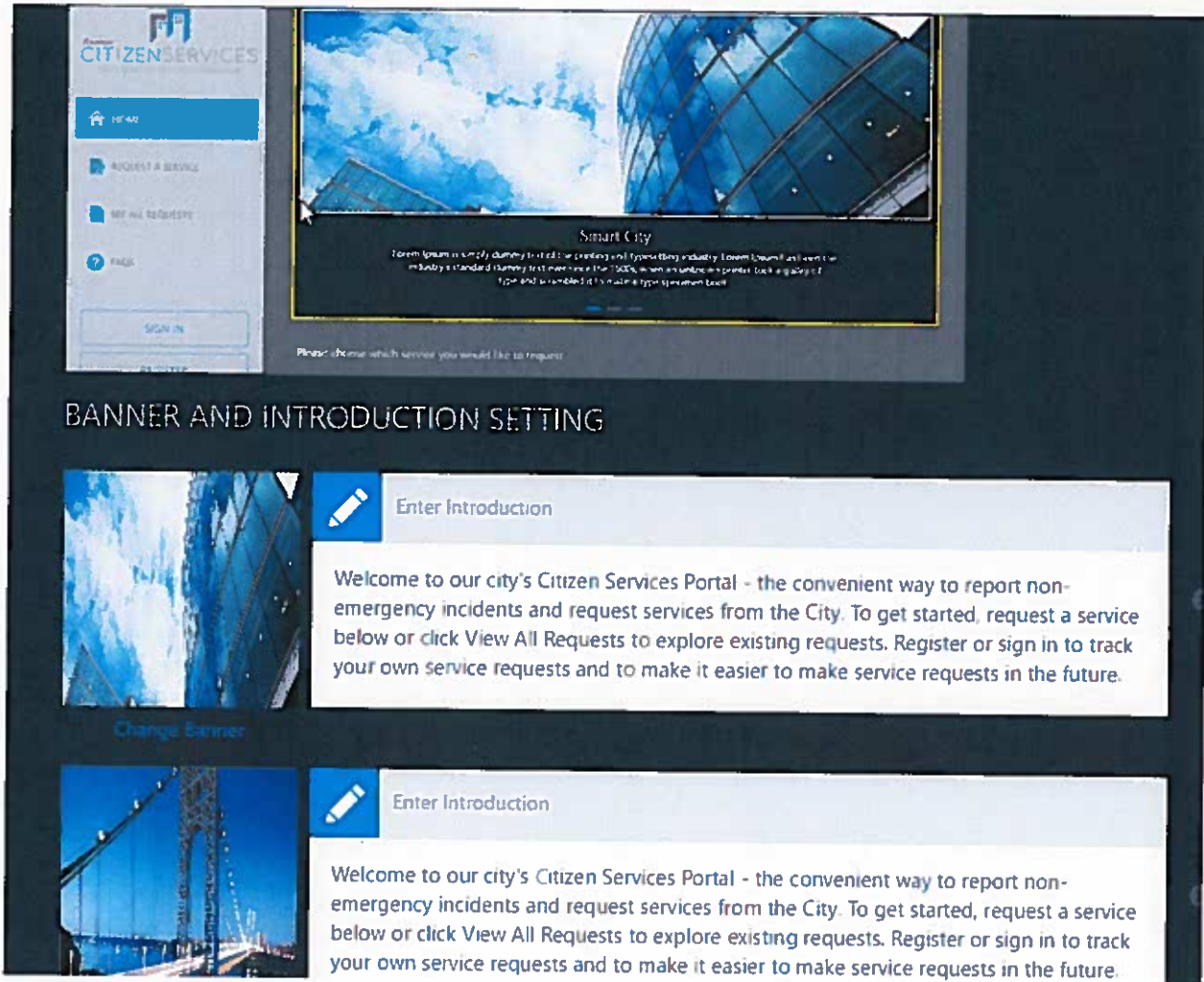


Figure 6: Configuring banner images and homepage content.

4.2.7.2 Milestone6 Deliverables

1. D7: AvePoint shall provide the Customer with a custom CSS theme
2. D8: AvePoint shall provide a Citizen Portal with Customer's requested branding applied and content deployed.

4.2.8 M7: Migrate existing service request data from legacy systems to AvePoint Citizen Services

The Customer has existing service request information stored in their current CRM system (Lagan) as well as a retired system (CRS). The case types in Lagan and CRS and the service request data in Lagan must be migrated to AvePoint Citizen Services by AvePoint.



The Customer will provide AvePoint with all of the service request data to be migrated in the form of one or more simple, structures files such as a comma or tab delimited files. Migrating directly from Lagan or other legacy systems (such as CRS) is out of scope.

No online user account information will be migrated by AvePoint, however AvePoint shall migrate metadata about the individual that submitted the request (such as name and contact information) along with the service request.

4.2.8.1 Milestone7 Activities

1. Customer will provide a file or files that include all of the service request information that will be migrated into AvePoint Citizen Services.
 - a. Customer will provide any information about service requests that they would like to filter out of the migration process based on existing service requests metadata (such as date or status)
2. AvePoint will develop a fit-for-purpose tool to programmatically add all of the service requests from the files provided into AvePoint Citizen Services.
3. AvePoint will run the tool to migrate the service requests into the Customer's AvePoint Citizen Services tenant.
4. Customer will test for completeness and accuracy of migrated content.

4.2.8.2 Milestone7 Deliverables

1. D9: AvePoint shall migrate data from Customer's provided files into Customer's AvePoint Citizen Services system.

4.2.9 M8: Develop and Publish dedicated Mobile Apps

AvePoint Citizen Services includes an app that constituents can use to connect to a mobile version of AvePoint Citizen Services for the purposes of submitting and tracking services requests. In this milestone, AvePoint will deploy Customer-specific versions of the Android and iOS mobile apps. The "generic," trial version of the app can be viewed on iTunes <https://itunes.apple.com/us/app/avepoint-citizen-services-mobile/id1222802139?mt=8>.

The "generic," trial app allows users to connect the app to an existing Citizen Services portal. The Customer-specific apps provided by AvePoint must differ in that:

1. they will be pre-wired to the Customer's AvePoint Citizen Services tenant (no need for user to connect);
2. they will be listed in the marketplaces with the Customer's name, description and icons of choice;
3. they will be branded with the Customer's colors and images of choice; and
4. they will optionally include in-app hyperlinks for users to navigate to external resources.

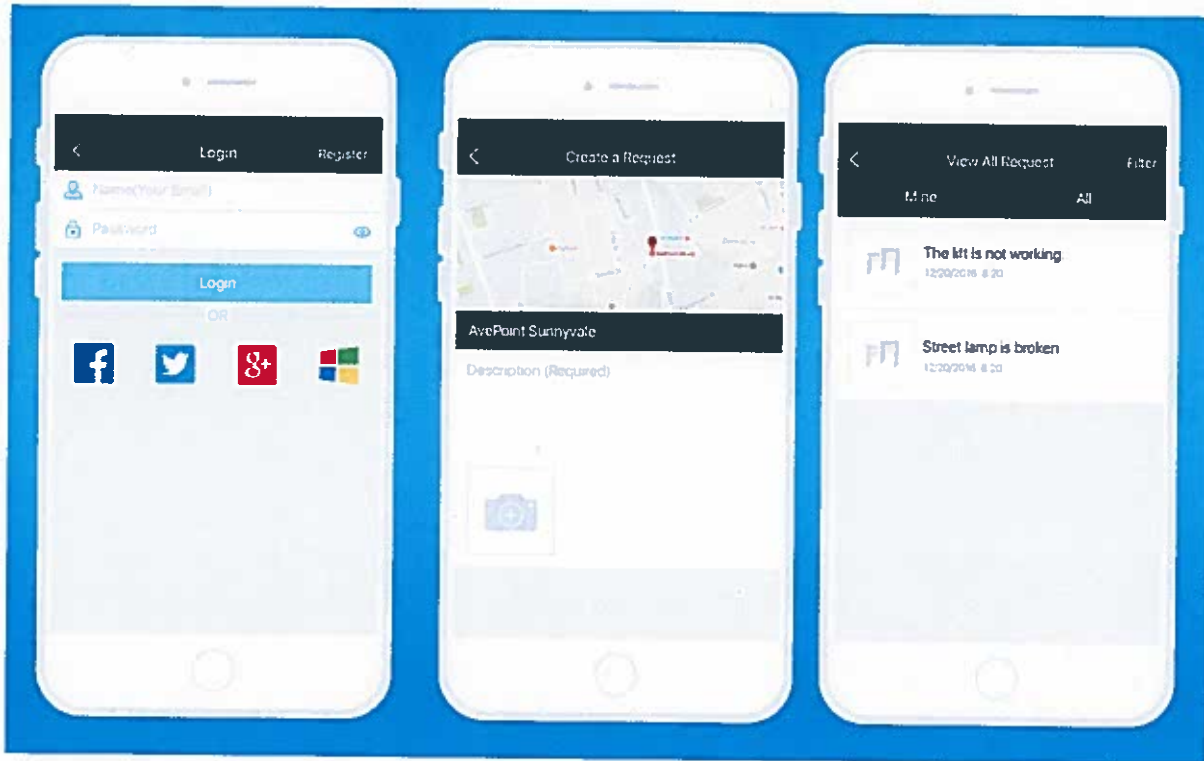


Figure 7: Default Citizen Services mobile app.

AvePoint will not submit the apps for publishing until AvePoint has received the Deliverable Completion Notice for Milestone 12 approved by the Customer and the Citizen Portal has gone live and is available to the public. The time it takes for the apps to appear within the iTunes and Google play stores is typically within one week, however this is subject to Apple and Google's processing times.

4.2.9.1 Milestone8 Activities

AvePoint shall develop a Customer-specific version of both the iOS and Android apps.

Customer must provide to AvePoint:

1. App icon;
2. App name;
3. App description;
4. App internal colors and images; and
5. Optional in-app hyperlinks for users to navigate to external resources.

4.2.9.2 Milestone8 Deliverables

1. D10: AvePoint shall publish the Customer's customized iOS App to iOS app store upon receipt of the acceptance of the Deliverable Completion Notice from the Customer for Milestone 12.



2. D11: AvePoint shall publish the Customer's customized Android app to Google Play store upon receipt of the acceptance of the Deliverable Completion Notice from the Customer for Milestone 12.

4.2.10 M9: User Acceptance Testing

Prior to training and documentation, the Customer will have a minimum of ten (10) business days to perform their own user acceptance testing. AvePoint will provide the Customer with a document that lists key use cases of the software and the expected outcomes for each. The Customer may use this document to structure and guide their user acceptance testing. Where testing results do not meet documented expectations, the Customer may report the testing results and outcomes to the assigned AvePoint Project Manager to document areas that need to be reviewed for expected functionality. Within forty-eight (48) hours of AvePoint's receipt of a report from the Customer that results and outcomes did not meet expectations, AvePoint will compare the results and outcomes against the documented expected behavior. Upon confirmation that the results and outcomes did not meet documented expectations, AvePoint will remediate the issues reported by the Customer until the Customer confirms in writing to AvePoint that the results and outcomes are in line with documented functional behavior of the AvePoint Citizen Services.

4.2.10.1 Milestone9 Activities

1. AvePoint to provide document that lists key use cases of the software and the expected outcomes for each
2. Customer will perform testing on the deliverables described in this SOW.
3. AvePoint will remediate issues discovered during the Customer's user acceptance testing.

4.2.10.2 Milestone9 Deliverables

1. D12: Document that lists key use cases of the software and the expected outcomes for each by AvePoint for the City's use.

4.2.11 M10: Develop and deliver Training

AvePoint will develop a training curriculum based on the Customer's specific needs, and deliver up to five days (total forty (40) hours across five (5) days) of training for an audience of up to twenty (20) Customer representatives. Training can be provided on onsite or online based on the Customer's preference. To optimize efficiency, any onsite training must be scheduled on consecutive days; however, the parties agree that it is acceptable for any City observed holiday to interrupt a consecutive day schedule.

4.2.11.1 Milestone10 Activities

AvePoint will develop a training curriculum for Customer's employee users. The training will not be for citizens or visitors. Topics in the training curriculum will include, but are not limited to, service request type management, service request lifecycle/workflow, system design/architecture, maintenance, system integration and administrator settings.



4.2.11.2 Milestone10 Deliverables

1. D13: AvePoint shall complete training sessions for Customer's employees and provide the Customer with any related resources such as slide decks, videos, or documents used in the training.

4.2.12 M11: Develop and deliver solution documentation

AvePoint will provide documentation for the AvePoint Citizen Services system, Customer integration and Customer-specific configuration.

4.2.12.1 Milestone11 Activities

1. AvePoint will provide a user guide (in PDF form) that documents the AvePoint Citizen Services system expected behavior and usage instructions for Citizen Portal, Internal Portal, and Field Portal, as well as the specific configurations for the Customer.
2. AvePoint will provide an architecture overview document for AvePoint Citizen Services that describes architecture, data and network security, monitoring, business continuity and authentication, among other topics (the "Architecture Overview Document").
3. AvePoint will provide a technical specification (in PDF form using the City's template) for the custom integration with Cityworks.

4.2.12.2 Milestone11 Deliverables

1. D14: AvePoint shall provide a user guide for the AvePoint Citizen Services.
2. D15: AvePoint shall provide the Architecture Overview Document for the AvePoint Citizen Services.
3. D16: AvePoint shall provide a technical specification for custom integration with Cityworks.

4.2.13 M12: Develop and execute "cutover" plan

City will work with AvePoint to develop a cutover plan. Once the cutover is executed, the new Citizen Portal and mobile apps will be "live" and will serve as the primary source for citizen request intake.

4.2.13.1 Milestone12 Activities

1. AvePoint will assist the City with development of the plan for "cutover" as requested by the City.
2. Customer will execute the "Cutover plan."
3. AvePoint works with Customer to create a tutorial video on the website for citizens' use to familiarize them with the AvePoint Citizen Services system.



4. Customer will provide AvePoint with a list of any defects or issues Customer identifies with the production AvePoint Citizen Services system and AvePoint shall correct all defects and issues identified by Customer within fifteen business days of AvePoint's receipt of Customer's list.
5. At the request of the Customer, AvePoint will conduct a final project closeout meeting with Customer staff to discuss lessons learned and address all milestones and deliverables to ensure an effective transition of operations from AvePoint to the Customer's in-house team.

4.2.13.2 Milestone12 Deliverables

1. D17: Customer will create a Cutover Plan.
2. D18: AvePoint will provide a tutorial video on website for citizens regarding use of the Citizen Portal for the AvePoint Citizen Services system.
3. D19: AvePoint will correct all defects and errors with the AvePoint Citizen Services system identified by the Customer.
4. D20: If requested by Customer, AvePoint will conduct a final project closeout meeting with Customer.

4.2.14 Deliverables Summary

The table below serves as a summary of the milestones and deliverables described in greater detail above.

Ref#	Milestone Name
M1	Project Initiation
D1	<ul style="list-style-type: none"> • Finalized project plan <ul style="list-style-type: none"> ○ Document in Microsoft Project Format to include: <ol style="list-style-type: none"> a. High level schedule b. Gantt chart for all project activities and dependencies c. Required roles for each of the activities defined
D2	<ul style="list-style-type: none"> • Kick-off meeting minutes <ul style="list-style-type: none"> ○ Microsoft Word or OneNote format of meeting notes
M2	Configure Customer tenant on Citizen Services platform
D3	Production, QA and development Customer tenants deployed with default settings.
M3	Perform portal configuration
D4	<ul style="list-style-type: none"> • Citizen Portal: <ul style="list-style-type: none"> ○ that honors the Customer's service area boundary ○ users added with appropriate roles and permissions
M4	Integrate Citizen Services with existing Customer systems



D5	<ul style="list-style-type: none"> • Citizen Services Portals that <ul style="list-style-type: none"> ○ validate addresses for new requests against the Customer's ESRI ArcGIS prior to the service request being submitted. ○ can be embedded into Customer's existing website via an iFrame. ○ Integrate with Customer's existing Cityworks system (via BizTalk).
M5	Create and configure service request types
D6	Citizen Portal that reflects the service request type configuration performed in the Internal Portal
M6	Develop and apply content and branding
D7	Custom CSS theme
D8	Citizen Portal with branding applied and content deployed.
M7	Migrate existing service request data from legacy systems to AvePoint Citizen Services
D9	Customer's AvePoint Citizen Services tenant with data from provided files migrated into the system.
M8	Develop and publish dedicated Mobile Apps
D10	iOS App published to iOS app store
D11	Android app published to Google Play store
M9	User Acceptance Testing
D12	Document that lists key use cases of the software and the expected outcomes for each
M10	Develop and deliver Training
D13	Completed training sessions and any resources such as slide decks, videos, or documents used in the training.
M11	Develop and deliver solution documentation
D14	User Guide
D15	Architecture Overview Document
D16	Technical Specification for custom integration with Cityworks
M12	Develop and execute "cutover" plan
D17	Cutover Plan.



D18	Tutorial video on website for citizens regarding use of the Citizen Portal for the AvePoint Citizen Services system
D19	AvePoint Citizen Services with correct defects and errors identified by the Customer during UAT
D20	If requested by Customer, meeting minutes from final project closeout meeting

5.0 ASSUMPTIONS

The SOW for this engagement is based on a series of assumptions listed in the table below. If any of these assumptions prove to be incorrect, the efforts of this engagement may be affected and warrant a Change Order (as defined in Section 12 of this SOW).

5.1 GENERAL ASSUMPTIONS

The table below outlines a list of general AvePoint assumptions that are to be considered throughout the provision of services set forth in this SOW.

Assumption	Assumption Description
Remote Access	AvePoint may leverage globally distributed resources for some or all portions of the service engagement. Those resources will require remote access to the Customer's environment as needed. As such, the assigned engineer will require VPN access to the Customer's environment to perform activities as described in this SOW.
Software Customizations	This engagement is designed to be completed with the native and out of the box product features and functionality. Any requests by the Customer that cannot be achieved utilizing the native product capability are considered to be new feature requests and are out of scope for this engagement. NOTE: Please refer to the AvePoint Citizens Services user guide for review of native and out of the box product features.
Services Scope	The services listed herein are specific to the AvePoint product portfolio. This SOW does not cover any activities associated with any other software stack or solutions unless otherwise noted in the Scope of Services section (section 4.2) of this SOW.

5.2 PROJECT ASSUMPTIONS

The table below are project specific assumptions that are to be considered throughout the course of this engagement.



Assumption	Assumption Description
Existing User IDs (Citizen Portal)	It is out of scope to migrate any existing user IDs to the City's AvePoint Citizen Services. Users of the Citizen Portal will not be able to log in using their old accounts which they used to log into the legacy interface. Instead they can use the portal without logging in, or register as a new user.
Internal User IDs	Internal user IDs (Customer's employee users of the Internal Portal) are stored in Azure Active Directory ("AAD").
Custom Branding	Custom branding is limited to updating the custom CSS theme as described in the AvePoint Citizen Services Custom Theme Template Introduction document . Anything else, including changing the page layouts, is out of scope of this SOW.
Mobile App	Mobile app customizations are limited to name, description, logo, colors, icon and in-app links.
Branding Assets	Any style guides and images will be provided by the Customer.
Dependencies	The three (3) AvePoint Citizen Services portals are dependent on the Customer's ESRI ArcGIS and Cityworks systems. It is the responsibility of the Customer to ensure availability of those systems and to inform AvePoint of any expected outages.
Dashboard	The analytics dashboard is pre-configured and not configurable by the Customer. Customizations to the dashboard are out of scope.
Azure Active Directory	The Customer must provide three (3) AAD tenants.
BizTalk	Customer will be responsible for performing any tasks that involve BizTalk configuration or integration. AvePoint will create an adapter to support communication between BizTalk and AvePoint Citizen Services, but it is the Customer's responsibility to perform any work within BizTalk.

6.0 CUSTOMER RESPONSIBILITIES

In order for this engagement to run in accordance to the project plan, the following action items must be completed by the Customer. Failure to do so may prolong or postpone the engagement.

6.1 PRIOR TO THE KICK OFF MEETING:

Prior to the kick-off meeting required by Section 4.1.1 herein, the Customer will:

1. Have ready the desired domain name, if using a custom URL for the Citizen Portal; and



2. Have ready three (3) AAD tenants (one for production, one for QA and one for development) with any users expecting to use the Internal Portal (AAD can be provisioned for free)

6.2 DURING THE COURSE OF THE ENGAGEMENT

The Customer will:

1. Meet any Customer obligations set forth in SOW and section 8.0 herein (“RACI Matrix”).
2. Ensure Lagan, ESRI ArcGIS, Cityworks, BizTalk Solution and other relevant subject matter experts on the Customer’s side are available to AvePoint as needed.

7.0 SCHEDULING AND STAFFING

AvePoint does not commit scheduling resources for service delivery until the Contract for Donated Goods and Services is executed by the Customer. An AvePoint service coordinator will contact the Customer Contact within five (5) business days of Customer’s signature on the Contract for Donated Goods and Services for a scheduling meeting, and will work with the Customer on scheduling and resource assignment for the services engagement described in this SOW. AvePoint expects to begin work on the services engagement described in this SOW no later than two (2) to four (4) weeks of such scheduling meeting. Should AvePoint not begin work on the services engagement described in this SOW within two (2) weeks of the Commencement Date on the Contract for Donated Goods and Services, Customer shall be entitled to an extension of the Term equal to one (1) day for each day that work does not begin beyond those two (2) weeks. For purposes of this SOW, Term has the meaning ascribed to it in Exhibit A of the Contract for Donated Goods and Services.

7.1 PROJECT PLAN

The below table represents a work breakdown structure for the milestones outlined herein. This work breakdown structure represents an initial project plan for the integration and configuration work needed to implement AvePoint Citizen Services for the Customer.

NOTE: AvePoint has created a project plan for the activities outlined in the milestones herein attached hereto as Exhibit C. Please see document titled “Citizen Services Full Use Scope Project Plan” for the anticipated project plan. It is expected that this project plan may change as AvePoint and Customer begin to engage and as such the AvePoint assigned Project Manager will update the project plan accordingly in conjunction with the Customer.



Task Name	Duration
1 Milestone 1: Project Initiation	5.5 days
2 Project Planning	4 days
3 Project Kickoff	1 day
4 Project Initiation Complete	0 days
5 Milestone 2: Instantiate Customer tenant on Citizen Services platform	5 days
6 Discovery	1 day
7 Configure the Customer's Dynamics 365 instance	0.5 days
8 Deploy AvePoint Citizen Services CRM solutions in Customer's Dynamics 365 instance	0.5 days
9 Register Customer's Azure Active Directory tenant and Dynamics 365 Instance in AvePoint Citizen Services platform	1 day
10 Configure URL for Customer's Citizen Portal	0.5 days
11 Initialize default service types	1 day
12 Apply AvePoint Citizen Services license for SaaS platform	0.5 days
13 Milestone 3: Perform portal configuration	1.5 days
14 Configuration Discovery	1 day
15 Add users to various roles in from the Internal Portal	0.5 days
16 Milestone 4: Integrate Citizen Services with existing Richmond Systems	21 days
17 Integration with Richmond's ESRI ArcGIS for address validation	3 days
18 Milestone 4: Integrate Citizen Services with existing Richmond Systems	15 days
19 Design	2 days
20 Develop	10 days
21 Test	3 days
22 Integration with existing Richmond Website Interface(s)	3 days
23 Milestone 5: Create and configure service request types	5 days
24 Discovery	1 day
25 Configuration	4 days
26 Milestone 6: Develop and apply content and branding	13 days
27 Identify branding requirements	2 days
28 Create customer CSS theme	8 days
29 Develop text and image content for the home page, help text, FAQs and apply the content to the portal	3 days
30 Milestone 7: Migration	42 days
31 Discovery (review migration content)	1 day
32 Migration Assessment (develop migration plan)	3 days
33 Develop Migration Tool	10 days
34 Test Migration Tool	5 days
35 Initial bulk migration	10 days
36 Migration content validation	5 days
37 Final migration prior to cutover	5 days
38 Test Migration Results	3 days
39 Milestone 8: Develop and publish dedicated Mobile Apps	15 days
40 Discovery	1 day
41 Develop apps	10 days
42 Publish Apps	1 day
43 Test Apps	3 days
44 Milestone 9: User Acceptance Testing	10 days?
45 Testing of Citizen Services Application	10 days?
46 Milestone 10: Develop and deliver Training	10 days
47 Develop Training	5 days
48 Deliver Training	5 days
49 Milestone 11: Develop and deliver solution documentation	10 days
50 Write Documentation	10 days
51 Milestone 12: Develop and execute "cutover" plan	7 days
52 Develop cutover plan	2 days
53 Perform cutover plan (Duration dependent on output of task "Develop Cutover Plan")	5 days

Figure 8: Project Plan tasks as of 8/21/17.



Please note that while this project plan showcases the expected workload and timeframe for the implementation, it is an estimated plan. AvePoint expects to work with the Customer to refine this at the Kick-off/Initiation of the project (described in section 4.1.1) for a more accurate representation of the implementation.

The project plan is Exhibit 'C' to the Contract for Donated Goods and Services and indicates where AvePoint expects participation from the AvePoint team members as well as the Customer. Please see Exhibit C titled "Citizen Services Full Use Scope.mpp" for the full project plan with Gantt chart.

7.2 PROJECT STAFFING

7.2.1 AvePoint Project Staffing

The table below outlines the AvePoint staffing resources that will be assigned to work on the milestones outlined herein.

Role	Role Description
AvePoint Project Manager	AvePoint will provide the services of an experienced project manager for the duration of the project who will interface with all parties involved. Given the number of deliverables, objectives, and simultaneous activity that will occur throughout this project, a senior resource overseeing the project will be essential to ensure successful completion and the successful management of any issues that may arise.
Technical Lead	The technical lead will lead all workshops and work with the Service Engineers to analyze the system and business requirements, source and system data and environments to determine optimum pathway for the project.
Service Engineer	The Service Engineer will be assigned to the project as an expert of AvePoint's suite of products. The Service Engineer will be responsible for training and implementation of the solutions needed to make this deployment of AvePoint software a success, as well as integration steps needed to connect the AvePoint software with back-end systems.
UX Designer / Developer	The UX Developer will be assigned to the project as an expert interface branding. The UX Developer will be responsible for the development of any custom page layouts, CSS, wireframes, mock ups and designing of custom functionality required for the project.
Quality Assurance Engineer	Quality control for testing the configuration and integration of the Customer's AvePoint Citizens Services platform against stated business and functional specifications.



Role	Role Description
Technical Trainer	The technical trainer is responsible for the creation of training material and the delivery of classroom style training for the AvePoint Citizen Services solution specific to the Customer.
Technical Writer(s)	Responsible for the creation of any technical documentation (i.e. user guides, configuration documents, solution documentation).

7.2.2 Customer’s Anticipated Project Staffing

The table below shows the roles for the Customer’s employees that AvePoint **recommends** be available throughout the project to deploy AvePoint Citizen Services. Responsibilities for each of these roles are outlined in the project plan titled “Citizen Services Full Use Scope.mpp”.

Role	Role Description
Richmond Project Manager	The Richmond Project Manager, in conjunction with the AvePoint Project Manager, will participate as an IT resource in project planning, facilitation, schedule and interface with various project resources in order to help keep the project on time.
Richmond Technical Resource	The Richmond Technical Resource refers to individuals who will perform technical tasks or and/or act as technical subject matter experts across various tasks as described in Exhibit C.
Richmond Designer	The Richmond Designer will serve as the subject matter expert around the design and design implementation of the portals.
Richmond System Administrator	The Richmond System Administrator will perform administrative and configuration tasks and serve as a subject matter expert.
Richmond Program Manager	Richmond Program Manager will ensure communication with Customer’s employees and AvePoint; be the Customer’s main point of contact with AvePoint; align Customer resources as needed for the project; serve as contract administrator; establish formal processes for management of the AvePoint Citizen Services; serve as Customer representative for testing and acceptance of deliverables.
Richmond Communications / Web Resource	The Richmond Communications / Web Resource is responsible for developing the text and other content on the portals.



Role	Role Description
Richmond Executive Sponsor	The Richmond Executive Sponsor is responsible for overall strategy and delivery of the City's citizen relationship management systems, making major business decisions, handling escalation of issues reported by the Richmond Program Manager, and ensuring the City's administration remains aware of implementation efforts.

8.0 RACI MATRIX

Table 1 summarizes the areas of responsibility. The Customer is responsible for approving all deliverables in accordance with section 11 ("Acceptance Procedures") of this SOW.

Legend		
R – Responsible	C – Consulted	P – Participates
A – Approver	I – Informed	

		AvePoint	Customer
M1	Project Initiation		
	Project Planning	R	P
	Project Kickoff	R	P
D1	Finalized project plan	R	PA
D2	Kick-off meeting minutes	R	PA
M2	Configure Customer tenant on Citizen Services platform		
	Register Customer's Azure Active Directory tenants in AvePoint Citizen Services platform	R	I
	Configure URL for Customer's Citizen Portal	R	I
	Initialize default service types	R	I
	Apply AvePoint Citizen Services license for SaaS platform	R	I
D3	Production, QA and development Customer tenants deployed with default settings.	R	A
M3	Perform portal configuration		
	Configuration Discovery	R	P
	Add users to various roles in from the Internal Portal	R	PC
	Configure the service boundary	R	PC
D4	Citizen Portal:	R	A
	<ul style="list-style-type: none"> that honors the Customer's service area boundary users added with appropriate roles and permissions 		
M4	Integrate Citizen Services with existing Customer systems		



	Integration with Richmond's ESRI ArcGIS for address validation	R	P
	Integration with Cityworks implementation (Design and develop middleware service, configure networking, extend Open311 API)	R	P
	BizTalk and Cityworks development, configuration and testing in support of integration with AvePoint Citizen Services	PC	R
	Integration with existing Richmond Website Interface(s)	PC	R
D5	Citizen Services Portals that <ul style="list-style-type: none"> validate addresses for new requests against the Customer's ESRI ArcGIS prior to the service request being submitted. can be embedded into Customer's existing website via an IFrame. Integrate with Customer's existing Cityworks system (via BizTalk). 	R	A
M5	Create and configure service request types		
	Discovery	R	P
	Text translations where multiple languages are desired	CIP	R
	Configuration	R	PC
D6	Citizen Portal that reflects the service request type configuration performed in the Internal Portal	R	A
M6	Develop and apply content and branding		
	Identify branding requirements	R	P
	Create Customer CSS theme	R	C
	Develop text and image content for the home page, help text, FAQs and apply the content to the portal. Includes translations where multiple languages are desired.	CIP	R
D7	Custom CSS theme	R	A
D8	Citizen Portal with branding applied and content deployed.	CP	R
M7	Migrate existing service request data from legacy systems to AvePoint Citizen Services		
	Discovery (review migration content)	R	P
	Develop Migration Tool	R	C
	Test Migration Tool	R	C
	Initial bulk migration	R	CI
	Final migration prior to cutover	R	C
	Test Migration Results	P	R
D9	Customer's AvePoint Citizen Services tenant with data from provided files migrated into the system.	R	A
M8	Develop and publish dedicated Mobile Apps		
u	Discovery	R	P
	Develop apps	R	C
	Publish Apps	R	CI
	Test Apps	R	P
D10	iOS App published to iOS app store	R	A
D11	Android app published to Google Play store	R	A



M9	User Acceptance Testing		
	UAT	CP	RA
	Issue Remediation	R	AC
D12	Document that lists key use cases of the software and the expected outcomes for each		
M10	Develop and deliver Training		
	Develop Training	R	CI
	Deliver Training	R	CI
D13	Completed training sessions and any resources such as slide decks, videos, or documents used in the training.	R	A
M11	Develop and deliver solution documentation		
	Write Documentation	R	C
D14	User Guide	R	A
D15	Architecture Overview Document	R	A
D16	Technical Specification for custom integration with Cityworks	R	A
M12	Develop and execute "cutover" plan		
	Develop cutover plan	CP	R
	Perform cutover plan	CP	R
D17	Cutover Plan.	CP	RA
D18	Tutorial video on website for citizens regarding use of the Citizen Portal for the AvePoint Citizen Services system	R	PC
D19	AvePoint Citizen Services with correct defects and errors identified by the Customer during UAT	R	AC
D20	IF requested by Customer, meeting minutes from final project closeout meeting	R	A

9.0 AVEPOINT MAINTENANCE AND SUPPORT

AvePoint shall provide maintenance and support in accordance with Exhibit A of the Contract for Donated Goods and Services.

10.0 PROJECT VALUE

This SOW covers a license for the AvePoint Citizen Services software solution as well as services for the configuration of the AvePoint Citizen Services software and the integration of the AvePoint Citizen Services software with the Customer's existing systems. Since the Customer has agreed to participate in a case study with AvePoint and Microsoft (see "Customer Evidence" in section 13 ("Terms and Conditions") herein) around its use cases for the AvePoint Citizen Services, AvePoint is presenting the licenses and the services as set forth in this SOW as a gift valued at \$1,062,190.00 to the Customer. Any other work effort beyond the work outlined in this SOW is considered out of scope.



The breakdown of the \$1,062,190.00 gift value is described in the table below:

Line Item	Description	Units	Unit List Value	Subtotal Value
AvePoint Citizen Services Software Solution	AvePoint SaaS solution to provide the Customer a modernized case management system. NOTE: This value presented here is a subscription yearly cost and is inclusive of maintenance / support of the solution	3.25 (years)	\$250,000.00/year	\$812,500.00
Services:				
AvePoint Citizen Services Implementation / Integration Milestones Covered: M1, M2, M3, M4, M5, M6, M9, M12	Services to instantiate the Citizen Services portal on Azure and perform configuration and integration activities based on the Customer's requirements.	N/A	N/A	\$126,190.00
Migration of Legacy System Data Milestones Covered: M7	Migration of legacy system data into the Customer's AvePoint Citizen Services platform.	N/A	N/A	\$60,150.00
Mobile Apps for Citizen Services Milestones Covered: M8	Publishing of dedicated mobile application for the Customer's AvePoint Citizen Services solution.	N/A	N/A	\$34,150.00
Training and Documentation Milestones Covered: M10, M11, M12	Creation and delivery of training material / training curriculum to the Customer with any AvePoint Citizen Services solution documentation.	N/A	N/A	\$29,200.00
GRAND TOTAL				\$1,062,190.00



10.1 NO PAYMENTS PAID BY CITY

The Customer shall not pay AvePoint any fees or costs associated with any licenses, services or support provided by AvePoint under this SOW. AvePoint shall be responsible for any costs or related expenses that may arise under the SOW. The three (3) year and three (3) month engagement (subject to modification as allowed by section 7 herein and section 6 of the Hosted Licensed Property Addendum of Exhibit A) begins upon the Commencement Date of the Contract for Donated Goods and Services.

10.2 EFFECT OF TERMINATION

After the three (3) year, three (3) month engagement described in Section 10.1 ("No Payments Paid by City") above, the Contract for Donated Goods and Services expires and cannot be extended or renewed by the parties (except as allowed by Section 7 herein and Section 6 of the Hosted Licensed Property Addendum of Exhibit A). Any future purchase of licenses, services, or support by the City from AvePoint must comply with any applicable competitive procurement requirements.

11.0 ACCEPTANCE PROCEDURES

A) DELIVERABLES:

The parties must follow this acceptance procedure for each deliverable listed in this SOW.

A deliverable shall be deemed completed by AvePoint if, after AvePoint submits to the Customer Contact a signed Deliverable Completion Notice in the form of Appendix A for the deliverable, the 1) Customer Contact provides AvePoint with a countersigned Deliverable Completion Notice or 2) the Customer Contact fails to contact AvePoint within fifteen (15) business days after Customer Contact's receipt of the Deliverable Completion Notice from AvePoint. However, if the Customer Contact contacts AvePoint at any point before 5:00 P.M. EST on the fifteenth business day after the Customer Contact's receipt of a Deliverable Completion Notice from AvePoint, then the deliverable listed on the Deliverable Completion Notice is deemed incomplete, the previously submitted Deliverable Completion Notice is deemed rejected by the Customer, and AvePoint shall start the procedure set forth in this section 11(A) over again when it believes it has a deliverable ready for acceptance by the Customer Contact.

B) FINAL ACCEPTANCE

After the Customer Contact's acceptance of all deliverables set forth in section 4.2.13 in accordance with the procedures above, AvePoint shall submit to the Customer Contact a Deliverable Completion Notice in the form of Appendix A for "Final Acceptance of all SOW Deliverables." If the Customer Contact 1) provides AvePoint with a countersigned Deliverable Completion Notice, or 2) fails to contact AvePoint within fifteen business days after the Customer Contact's receipt of the Deliverable Completion Notice for "Final Acceptance of all SOW Deliverables," then AvePoint will be deemed to have fulfilled all deliverables required by this SOW. However, if the Customer Contact contacts AvePoint at any point before 5:00 P.M. EST on the fifteenth business day after the Customer Contact's receipt of that Deliverable Completion Notice from AvePoint, then "Final Acceptance of all SOW Deliverables" is deemed incomplete, the previously submitted Deliverable Completion Notice is deemed rejected by the City, and AvePoint shall



start the procedure set forth in this section 11(B) over again when it believes it has fulfilled all required by this SOW.

C) Please see [Appendix A](#) for a sample Deliverable Completion Notice to be completed pursuant to this section 11.

12.0 PROJECT CHANGE MANAGEMENT

A. This SOW may be amended only by a writing duly executed by AvePoint's Chief Operating Officer ("COO") and City of Richmond's Chief Administrative Officer ("CAO"). AvePoint and Customer may use the change order form, attached hereto as Appendix B (each a "Change Order") to propose amendments to the SOW.

B. In order to amend the SOW, the party proposing the amendment ("Proposing Party") may submit their proposed amendments to the SOW using the Change Order form (attached hereto as Appendix B) to the other party (the "Receiving Party") at least fourteen (14) business days prior to the proposed signature date of the Change Order. The Receiving Party shall provide the Proposing Party, within seven (7) business days of the Receiving Party's receipt of the Change Order, either i) feedback on the Change Order's contents, or ii) written approval from the Receiving Party's Project Manager to proceed with an amendment.

C. If the Receiving Party provides approval, then the parties shall prepare a contract amendment document based on the Change Order contents to be signed by the COO and CAO.

D. If the Receiving Party provides feedback to the Proposing Party, the Proposing Party may provide the Receiving Party with a revised Change Order within two (2) business days of the Proposing Party's receipt of the Receiving Party's feedback. If the Receiving Party approves the revised Change Order, the Receiving Party must provide the Proposing Party with written approval from the Receiving Party's Project Manager within two (2) business days of the Receiving Party's receipt of the revised Change Order. If the Proposing Party receives such approval, then the parties shall follow the procedures in Section 12(C). If the parties cannot agree on the terms of an applicable proposed Change Order within two (2) business days of the Receiving Party's receipt of the revised Change Order, then the proposed Change Order will be deemed rejected.

13.0 TERMS AND CONDITIONS

The SOW shall be subject to the following terms and conditions:

Extension of Schedule for Unforeseen Delays. In the event that AvePoint or the Customer is unable to meet the completion date or schedule of services set forth in this SOW (the "Delayed Party") due to circumstances beyond the Delayed Party's reasonable control, such as delays attributable to the other party, war, riots, strikes, lockouts, work slowdown or stoppage (except strikes, lockouts, or work slowdown or stoppage caused solely by the Delayed Party's employees or subcontractors), or acts of God, (collectively, an "Unforeseen Delay"), the Delayed Party shall inform the other party's contact of the additional time required to perform the work and the other party's contact shall work with the Delayed Part to adjust the schedule as agreed upon between the parties.



Project Restart timeline for Unforeseen Delays. Once the Delayed Party has been notified by other party in writing that the other party wishes to restart the project after an Unforeseen Delay, the Delayed Party shall have a reasonable amount of time, to be not less than two to four weeks, unless otherwise agreed by the parties in writing, to reestablish the project team and resume the project.

Service Hours. When services are performed at the Customer's location (or another location designated by the Customer), such services will be performed during normal business hours (8:00a.m. to 5:00p.m. local time Monday through Friday, excluding holidays) unless otherwise stated in writing either in this SOW or as a Change Order to this SOW.

Service Locations. Some services may be performed at a location other than the pre-determined location, provided the alternate location is specified in writing either in this SOW or as a Change Order to this SOW. AvePoint reserves the right, in its sole but reasonable discretion, to work remotely should that be the best way to perform the services detailed in this SOW. The Customer, through the Customer Contact, agrees to provide the necessary access and credentials for AvePoint to work remotely, subject to AvePoint's compliance with the Customer's Department of Information Technology standards and procedures.

Available Personnel. The Customer Contact agrees to be available on a timely basis and when reasonably requested by AvePoint. The Customer Contact shall provide input, review the services being performed, review the deliverables provided by AvePoint, answer questions, provide sign-off in accordance with section 11 ("Acceptance Procedures") herein, provide physical access to the working areas required, and allow AvePoint to gather and validate information.

Project Implementation Responsibility. The scope and objectives of this SOW will be jointly managed by the Customer and AvePoint to better ensure completion of the project within the anticipated schedule. As the software implementation experts, AvePoint shall have the sole right to manage the who, what, where, when and how of the implementation of this SOW; provided that, only Customer has the discretion and ability to make available Customer employees and resources.

Software and Hardware. The Customer agrees that it has acquired all necessary hardware and software required to complete this project, and the Customer has installed and configured the hardware and software to allow the professional services as detailed in this SOW to begin immediately upon the Commencement Date set forth on the Contract for Donated Goods and Services executed by the parties, with the intent being that AvePoint personnel do not spend any time or effort installing, configuring or implementing anything other than the Software. For purposes of this paragraph, "Software" has the same meanings ascribed to that term in Exhibit A to the Contract for Donated Goods and Services.

Connectivity. The Customer agrees that it will provide network connectivity, Internet access and voice access for local and long distance calls for use directly related to this SOW.

Security. When services are performed at the Customer's location, the site will be physically secure and maintained in that condition by personnel of the Customer, and not AvePoint personnel. Notwithstanding the foregoing, personnel of AvePoint agree to comply with any of the security guidelines of the Customer of which they are made aware. AvePoint is not responsible for any lost or stolen equipment unless the loss or theft results from the errors, omissions, or negligent or intentional acts of AvePoint's agents or employees.

Intellectual Property Rights. As a company which generates almost all of its revenue from selling software, AvePoint requires that the work AvePoint does not be considered "Work for Hire." Rather, AvePoint



exclusively retains all intellectual property rights to all software created or provided by it and all work performed. Unless otherwise mutually agreed in writing in this SOW, the Customer shall be entitled to a license to use the software and work performed by AvePoint in accordance with the Contract for Donated Goods and Services.

For the purposes of this engagement, AvePoint and its employees are to be considered independent contractors and not employees of the Customer. AvePoint shall be responsible for paying all AvePoint staff salaries and benefits.

Limited Use Only. The work performed for this SOW is for the benefit of the Customer only and may not be used by third parties outside of the Customer or Customer's constituents.

Customer Evidence. As part of the engagement set forth in this SOW, the City of Richmond agrees to participate in a case study regarding the AvePoint services and software. Prior to AvePoint conducting the case study, AvePoint shall provide the City with a written plan for the case study, which will include i) a list of proposed City participants and an explanation of their proposed involvement in the case study, ii) an expected time commitment for each participant in the case study, and iii) locations for any proposed interviews or filming, if applicable. The City's Chief Administrative Officer may request revisions to the written plan for the case study within ten (10) business days of the City's receipt of the written plan from AvePoint. AvePoint may not conduct the case study until AvePoint receives written approval from the City's Chief Administrative Officer regarding the written plan. AvePoint shall comply with all directives from City of Richmond staff when performing the case study on City property, including procedures regarding building security or technology security. Upon receipt of written approval of the completed case study from the City's Chief Administrative Officer, AvePoint may publish the case study publicly including, but not limited to, on AvePoint's website.



APPENDIX A. DELIVERABLE COMPLETION NOTICE

AvePoint Deliverable Completion Notice

Milestone Number from SOW: _____

Deliverable Name from SOW: _____

Brief Deliverable Description: _____

Re: City of Richmond Contract for Donated Goods and Services

Date: [Date]

Sir/Madam,

This is to inform City of Richmond ("Customer") that [insert appropriate AvePoint entity] ("AvePoint") has completed the services deliverable titled "[insert deliverable name here]" and numbered [insert deliverable number] as further specified on the Statement of Work for the Contract for Donated Goods and Services entered into between the parties (the "Contract").

All components of the deliverable, as specified in the Statement of Work, have been completed and delivered to Customer based on the criteria set forth in the Statement of Work. AvePoint requires Customer's signature on this AvePoint Deliverable Completion Notice and Customer hereby acknowledges



and agrees that the deliverable listed above has been completed and provided as of the date of this Deliverable Completion Notice.

Should Customer fail to respond this AvePoint Deliverable Completion Notice within fifteen (15) business days from the date hereof, AvePoint reserves the right to consider said deliverable(s) as "Accepted" by Customer in accordance with Section 11 of the Statement of Work.

For and on behalf of AvePoint:

Name:

Title:

Seen and Acknowledged by Customer:

City of Richmond, VA

Name:

Title:



APPENDIX B. CHANGE ORDER FORM

General Information

Project Name	
Date of Change Request	
Requesting Party	
Nature and scope of the change. Choose all that apply.	Scope Schedule Performance
Reason for change. Describe in detail.	

Assessment

Is the assessment of this request authorized?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Who is responsible for performing the assessment? List all participants.	

Assessment Results

Functional impact.	
Technical impact; for example, on performance and specific components.	



Impact on project schedule and resources.	
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Recommendations

Overall recommendations.	
Alternatives considered.	

For and on behalf of AvePoint:

Name:

Title:

Seen and Acknowledged by Customer:

City of Richmond, VA

Name:

Title:



AvePoint Public Sector, Inc.
2111 Wilson Boulevard, Suite 920
Arlington VA 22201

Phone # 800.661.6588
Fax # 201. 884.1258
Tax ID: 45-3745573

Sales Quote

QUOTE PREPARED FOR: (the "Customer")	
Company	City of Richmond, VA Office of the Deputy CAO for Operations
Address	730 E. Broad Street, 6th Floor Richmond, Virginia 23219
Customer Contact	Krystal Onaitis
Phone	804-646-5923
Email	krystal.onaitis@richmondgov.com
Quote Description	Please reference the "Contract for Donated Goods & Services" for all project specifics including project & software subscription term.

Quote #:	Q-67433-Q3J0
Date:	21/Aug/2017

SALES REPRESENTATIVE:

Name	Taylor Davenport
Phone	(703) 209-7881
Email	Taylor.Davenport@avepoint.com

Existing Product	Product Code	Description	Unit (Users)	Quantity	Price Per Unit	Amount
AvePoint Services						
AvePoint Citizen Services Implementation / Integration Milestones Covered: M1, M2, M3, M4, M5, M6, M9, M12	PROFSRV_CD_IS	Services to instantiate the Citizen Services portal on Azure and perform configuration and integration activities based on the Customer's requirements.	N/A	1	\$126,190.00	\$126,190.00
Migration of Legacy System Data Milestones Covered: M7	PROFSRV_CD_IS	Migration of legacy system data into the Customer's AvePoint Citizen Services platform.	N/A	1	\$60,150.00	\$60,150.00
Mobile Apps for Citizen Services Milestones Covered: M8	PROFSRV_CD_IS	Publishing of dedicated mobile application for the Customer's AvePoint Citizen Services solution.	N/A	1	\$34,150.00	\$34,150.00
Training and Documentation Milestones Covered: M10, M11, M12	PROFSRV_CD_IS	Creation and delivery of training material / training curriculum to the Customer with any AvePoint Citizen Services solution documentation.	N/A	1	\$29,200.00	\$29,200.00

Discount for Subscription	DCS_T_GEN	Discount for AvePoint Services.	N/A	1	(\$249,690.00)	(\$249,690.00)
Subtotal Services						\$0.00
AvePoint Subscription						
AvePoint Citizen Services – Pro Plus – Large	AVE_CS_PPL_01	AvePoint SaaS solution to provide the Customer a modernized case management system. NOTE: The value presented here is a subscription yearly cost and is inclusive of maintenance / support of the solution.	1	3.25 years	\$250,000.00	\$812,500.00
Discount for Subscription	DCS_T_GEN	Discount for Termed/leased/subscription licenses. Applied against each year of subscription.	1	3.25 years	(\$250,000.00)	(\$812,500.00)
Subtotal Subscription						\$0.00
GRAND TOTAL (Excludes any and all applicable taxes)						\$0.00