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Austin, TX 78758

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Web: www.accruent.com



Client Information

Client Name:	Duluth MN (City of)	Client Contact Name:	Jennifer Ondrik
Bill To:	Accounts Payable 411 West First Street ? Room 120 Duluth, MN 55802 United States	Client Contact Email:	jondrik@duluthmn.gov
Ship To:	Accounts Payable 411 West First Street Duluth, MN 55802 United States	Client Contact Phone:	2187304429
Billing Email:	accountspayable@duluthmn.gov	Account Number:	A-10729

Quote Information

Quote #:	Q-292440-3	Quote Expiration:	2/28/2025
Start Date:	1/1/2025	End Date:	12/31/2027
Invoice Frequency:	Annual		

Product Information and Fees


Product	Quantity	Period 1/1/2025 - 12/31/2025	Period 1/1/2026 - 12/31/2026	Period 1/1/2027 - 12/31/2027	Total Fees
FAMIS Cloud Maintenance	1,120,670 Square Feet	13,904.61	14,878.13	15,919.81	USD 44,702.55
Total		USD 13,904.61	USD 14,878.13	USD 15,919.81	USD 44,702.55

Additional Terms

- 1 If the invoice period reflects a term of less than 12 months, the recurring fees are prorated and will renew as permitted under the Agreement at the annualized rate.

- 2 The pricing and offer in this Order Document are provided in return for an executed Order Document received by Accruent by the Quote Expiration date listed above.
- 3 Unless Client has a separate negotiated master services agreement or other binding agreement in place with Accruent, by signing below, Client agrees that this Order Document is subject to the end user license agreement set forth at: https://www.accruent.com/end_user_license_agreement

Acknowledged and Agreed by the Duly Authorized Representatives of the Parties

Client: Duluth MN (City of)	Accruent, LLC
Signature: *See City Signature Page*	Signature:  AF2F59CBF9B2468...
Print Name:	Print Name: Cintia Griffante
Title:	Title: Manager Operations
Date:	Date: 2/21/2025
Accruent requires a PO, send PO to your Accruent representative or customerpo@accruent.com . To avoid invoicing issues or a potential disruption in your services, please include the Quote # above in your PO.	
If you are tax exempt, provide exemption certification to your Accruent representative or salestax@accruent.com .	

CITY OF DULUTH

By:

Mayor

Attest:

City Clerk

Date Attested: _____

Countersigned:


City Auditor

Date _____

Approved as to form:

City Attorney

Date

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End User License Agreement

By signing an Order Document or completing an online registration or purchasing process with Accruent, LLC or the Affiliate of Accruent LLC that is named in such Order Document or online flow (together with its Affiliates, “**Accruent**”), or by accessing or using any Services, such company (“**Client**”) agrees to be bound by the terms and conditions set forth in this end user license agreement (“**Agreement**”). Additional defined terms are set forth in Section 11 below.

1. FINANCIAL TERMS.

1.1 Fees and Payment Terms. Fees for the licensed Services are as specified in the applicable Order Document and, unless stated otherwise therein, are denominated and payable in United States Dollars (USD). Fees are due within thirty (30) days of the invoice date. Fees for renewal periods, subject to Section 3.5, shall be billed at Accruent’s then-current prices. If Client provides credit card information to Accruent, Client authorizes Accruent to charge such credit card for all Services listed in an applicable Order Document for the Initial Term and each Renewal Term. Accruent is not responsible for any payment terms that are not expressly stated in this Agreement or the applicable Order Document.

1.2 Overdue Charges. Accruent may charge interest, at the rate of one and a half percent (1.5%) per month or the highest rate allowed by Applicable Law, whichever is less, on any overdue amounts that are not reasonably disputed by Client in writing and that remain outstanding following their due date.

1.3 Purchase Orders. If Client requires a purchase order for payment, Client shall issue a purchase order referencing this Agreement upon execution; provided, that, the terms of this Agreement will supersede and replace any terms in such purchase order, and such purchase order terms shall have no effect. Client agrees that Accruent may suspend Client's access to the Services without penalty or any refund of fees if Client delays in providing such purchase order to Accruent. Failure by Client to provide a purchase order within ten (10) business days from Client's execution of the Agreement shall be deemed a waiver by Client of its need to issue a purchase order.

1.4 Suspension for Non-Payment. In the event any fees not reasonably under dispute remain due and owing by Client more than sixty (60) days after the invoice date, Accruent may, without limiting any of its other rights and remedies: (i) suspend, terminate or otherwise limit Client's access to, or use of, all or any part of the Services, and (ii) require full payment of the overdue amount, and any other outstanding amounts, prior to further performance by Accruent.

1.5 Taxes. Unless otherwise specified in an Order Document, the fees for the Services do not include taxes. Client is responsible for and agrees to pay any country, territorial, residential, federal, state and/or local sales, use, excise, value added, services and other applicable taxes arising out of the Services, other than taxes based on Accruent's net income. Client shall pay or reimburse Accruent for any such taxes and Accruent may add any such taxes to invoices submitted to Client. Client shall gross up any payments to compensate for any withholding taxes payable. If Client is tax-exempt, Client must provide Accruent a copy of its tax-exempt certificate prior to execution of an Order Document. Client is responsible for any liability or expense incurred by Accruent due to Client's failure or delay in paying taxes.

2. TERM AND TERMINATION

2.1 Agreement Term. The term of this Agreement commences on the Effective Date and shall continue in full force and effect until the expiration or termination of all outstanding Order Documents ("**Term**"), unless otherwise terminated earlier as provided hereunder.

2.2 Termination. Either party may terminate this Agreement, including all Order Documents, immediately upon written notice in the event: (i) that the other party commits a non-remediable, material breach of the Agreement, or if the other party fails to cure any remediable material breach, or provide a written plan of cure reasonably acceptable to the non-breaching party, within thirty (30) days of

initial written notice of such breach; (ii) of institution of bankruptcy, receivership, legal insolvency, reorganization, or other similar proceedings by or against the other party under Applicable Law, if any such proceedings have not been dismissed or discharged within thirty (30) days after they are instituted; or of the legal insolvency of, making of an assignment for the benefit of creditors of, the admittance of any involuntary debts as they mature by, or the institution of any reorganization arrangement or other readjustment of debt plan of either party; or (iii) the other party ceases or threatens to cease to carry on business or becomes unable to pay its debts. Where a party has a right to terminate the Agreement, the terminating party may, at its discretion, terminate the Agreement in whole or only terminate the applicable Order Document. Order Documents that are not terminated shall continue in full force and effect under this Agreement.

2.3 Actions Following Termination or Expiration. Client acknowledges and agrees that Accruent has no obligation to maintain Client Data for more than thirty (30) days following termination or expiration of this Agreement. For the avoidance of doubt, Client may access Client Data during the Term on a self-service basis via the SaaS Services or Software. Upon any expiration or termination of this Agreement or an applicable Order Document: (i) Client shall promptly cease all use of the Services described thereunder; (ii) shall either securely destroy or securely transfer, at Accruent's sole discretion, all Software that is under a term-based license and, if Accruent terminates due to Client's material breach, all Software that is under a perpetual license, including in each case all copies (except to the extent storage of any data is required by Applicable Law) and shall upon written request certify its compliance with the foregoing to Accruent in writing; and (iii) provided that Accruent does not terminate due to Client's material breach, Client may, no later than thirty (30) days following expiration or termination of the Agreement, request in writing a copy of Client Data stored in the SaaS Services in a format mutually acceptable to the parties and for a mutually agreed fee.

3. SERVICES

3.1 Services. Accruent will provide Client with the applicable Services identified in an Order Document. In the event of a conflict between the terms of this Agreement and the terms of the Order Document, the terms of the Order Document shall control.

3.2 SaaS Services. If SaaS Services are included in an Order Document, subject to the terms of this Agreement and the applicable Order Document (including any License Metrics outlined therein), Accruent grants to Client, during the Order Term

(defined below), a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to: access and use: (i) such SaaS Services, Documentation, and any accompanying software provided by Accruent, including any APIs or SDKs, on a subscription basis for Client's internal business purposes; and (ii) any Professional Services deliverables solely in connection with the SaaS Services referenced in the applicable Order Document.

3.3 Software. Subject to the terms of this Agreement and any applicable Order Document (including any License Metrics outlined therein), Accruent grants to Client one or more of the following:

(i) Term License. If Software is included in an Order Document under a term-based license, during the Order Term (defined below), a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to install, run and use such Software and Documentation on a subscription basis, solely as enabled by the license keys, for Client's internal business purposes;

(ii) Perpetual License. If Software is included in an Order Document under a perpetual license, a limited, irrevocable (except as otherwise specified herein), non-exclusive, non-transferable, non-sublicensable license to install, run and use such Software and Documentation, solely as enabled by the license keys, for Client's internal business purposes; and/or

(iii) Software Maintenance. If Maintenance is included in an Order Document, Maintenance during the Order Term (defined below). If ordered, Maintenance must be ordered for all applicable License Metrics used by Client.

Unless otherwise specified in an Order Document, Client may only use Software object code in a single production environment, may only use two concurrent versions for version upgrade and may retain one copy solely for back-up purposes. Client acknowledges that all Software is licensed and not sold and that Client is responsible for all activity in Client's account.

3.4 Professional Services. If Professional Services are included in an Order Document, subject to the terms of this Agreement and any applicable Order Document, Accruent grants to Client during the Order Term (defined below), a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Professional Services solely in connection with the applicable Services referenced in the applicable Order Document.

3.5 Services Term. The term for the SaaS Services (including Support), term-based Software, and/or Maintenance commences on the date specified in the applicable Order Document and shall continue for the initial term set forth therein ("**Initial Term**") and, following the Initial Term, shall automatically renew for successive twelve (12) month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Order Term**") at Accruent's then-current prices, unless either party gives written notice to the other party at least ninety (90) days prior to the end of the then-current Order Term of its intention not to renew such Services. The term for Professional Services and the commencement date for Software under a perpetual license shall be as set forth in the applicable Order Document. Client may purchase additional License Metrics or Services under an expansion Order Document at Accruent's then-current prices, and the term for such License Metrics or Services will run concurrent with, and be pro-rated for the remainder of, the Order Term.

3.6 Access. The Services may be accessed by Client's (a) employees and (b) consultants, contractors and agents who are not competitors of Accruent, and used to manage the License Metrics specified in the applicable Order Document. Each user must have a need for such access, be bound by confidentiality restrictions materially consistent with those set forth herein, and comply with the terms of this Agreement. Client shall be responsible for any act or omission by its employees, consultants, contractors and/or agents that use the Services, notifying Accruent of any actual or suspected violation, and reasonably cooperating with any investigation by Accruent or remedial measures reasonably required by Accruent in light of such matter.

3.7 Client Data and Compliance.

(i) Client Compliance. Client shall comply with Applicable Law in connection with its use of the Services, including, without limitation, by providing notice to its employees, consultants, contractors and agents in its privacy policy or as it otherwise determines about how data will be used and shared with Accruent as a downstream processor, and obtaining and maintaining valid consent for Accruent to process data in connection with the Services, in each case before providing any data to Accruent. If Client uses SMS or other messaging functionality, it shall comply with all applicable requirements, including obtaining and maintaining valid consumer consent to send and receive messages.

(ii) Client Data Obligations. Client acknowledges that Client, not Accruent, is solely responsible for Client Data and for monitoring the content of Client's and its users' data transmitted through the SaaS Services and/or Software.

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Accruent may use third-party service providers to place cookies, tags or similar functionality in the SaaS Services and/or Software to compile metrics and analytics to help improve the Services, and which are covered by the third party's privacy policy. Client shall ensure that its users do not provide unlawful, obscene, offensive or fraudulent content or data or violate Applicable Law, and agrees that Accruent may remove Client content or data that violates this restriction without notice to Client. Client will not share personal data with Accruent that is defined as sensitive personal data under Applicable Law, such as personal health information, financial information or biometric data, or other similar data that requires additional protections under Applicable Law.

(iii) Accruent Data Obligations. Accruent will maintain appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of Client Data. Safeguards include, but are not limited to, measures designed to prevent unauthorized access to or disclosure of Client Data (other than by Client or its users). Accruent Security Addendum forms part of this Agreement and is available here: <https://www.accruent.com/security-addendum>. Accruent may from time to time in its discretion modify or otherwise improve its offerings in the Accruent Security Addendum; provided, that, no such modification shall materially degrade the applicable Services.

(iv) Data Protection Agreement. Accruent's data protection addendum ("DPA") is incorporated by reference and available for your review here: <https://www.accruent.com/data-protection-addendum>. Accruent may from time to time in its discretion modify or otherwise improve its offerings in the DPA; provided, that, no such modification shall materially degrade the applicable Services. If Client has signed a separate DPA with Accruent, the terms of such DPA are hereby incorporated by reference into, and form a part of, this Agreement.

3.8 Acceptable Use. Client shall use the Services solely as authorized in this Agreement and agrees it will not, and will not cause or allow any other party to: (i) modify, copy, decompile, disassemble, reverse engineer, attempt to derive any object code or source code from, or misappropriate, all or any portion of Accruent's Services or any Accruent Intellectual Property; (ii) sell, resell, distribute, lease, rent, sublicense, or provide on a "service bureau" basis, all or any portion of the Services or any Accruent Intellectual Property, or provide unauthorized access to the Services, to any third party; (iii) use the Services to store or transmit any malicious code; including, any computer virus, worm, time bomb or Trojan horse; (iv) interfere with or disrupt the integrity or performance of the Services or Accruent's networks or operations; (v) violate the intellectual property, privacy or

personal rights of others; (vi) use the Services beyond the License Metrics; or (vii) use or permit, enable or assist any third party to use, the Services to create competing products or services or violate this Agreement. If Client violates this Section 3.9, Accruent may suspend, terminate or otherwise limit Client's access to, or use of, all or any part of the Services without notice, penalty or any refund of fees.

3.9 Audit and Usage. During the Order Term and for one (1) year following termination of the Agreement, Accruent may, no more than twice per year, audit Client's use of the Services to review compliance with this Agreement. Client understands that certain SaaS Services and Software include a License Metric management component to track usage and agrees not to impede or disable its operation. Accruent reserves the right to monitor and enforce License Metrics, including, but not limited to, the right to charge then-current prices for overage. Client shall maintain and make available to Accruent upon written request records sufficient to permit Accruent or its independent auditor to verify Client's compliance with the terms of this Agreement. Accruent shall ensure any auditor is bound by confidentiality restrictions materially consistent with those set forth herein. Audits shall take place during Client's regular business hours and no more frequently than annually; provided, that, if an audit reveals noncompliance by Client with this Agreement: (i) Client shall promptly pay Accruent for any fees owed to Accruent during the period of noncompliance; (ii) if Client has exceeded the License Metrics by five percent (5%) or more and/or there is any material noncompliance by Client with this Agreement, Client shall and reimburse Accruent for the reasonable cost of the audit, (iii) Client shall promptly cure any such noncompliance; and (iv) Accruent reserves the right to re-audit Client's compliance once during each of the next four (4) quarters in the Term. Enforcement by Accruent of any of its rights set forth herein do not constitute a waiver of its other rights under the Agreement.

4. INTELLECTUAL PROPERTY

4.1 Accruent Intellectual Property. All rights not expressly licensed to Client under this Agreement are reserved exclusively by Accruent, including, without limitation, all ownership, title and proprietary rights in and to Accruent Intellectual Property. "**Accruent Intellectual Property**" includes, without limitation, the Services (including any materials, deliverables or code provided as part of the Services) and all inventions, software, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, methodologies, know-how, tools, models, templates, source code, object code, algorithms, user interfaces and screen designs, and information, metrics,

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analytics and data generated or processed by Accruent or Accruent's software or systems, whether pre-existing or created after the Effective Date, and whether developed by Accruent or a third party, including any modifications, enhancements and derivatives thereof (including without limitation, metrics, data, analytics and other information generated or processed by such Services).

4.2 Client Intellectual Property. Except for any rights expressly granted to Accruent under this Agreement, Client shall retain all rights in and to any of its intellectual property provided to Accruent, including all rights to its technologies, trade secrets, know-how and other intellectual property created by Client, including any modifications, enhancements and derivatives thereof ("**Client Intellectual Property**"). Client Intellectual Property specifically excludes Accruent Intellectual Property. Client's intellectual property includes Client Data; provided, that, Client grants Accruent the right and access to compile, combine, and use aggregated or anonymized Client Data for Accruent's legitimate business purposes, including to improve Accruent's products and services, without further obligation to Client and acknowledges and agrees that Accruent shall be sole owner of any Accruent Intellectual Property that results from such use.

4.3 Feedback. If Client chooses to provide any verbal or written ideas or feedback to Accruent about the Services, Client hereby, assigns and transfers to Accruent all right and title in and to such feedback, including any derivatives thereof, without any further obligation to Client.

5. CONFIDENTIALITY

5.1 Defined. Each party ("**Disclosing Party**") agrees that, in the course of this Agreement, it may, directly or indirectly, expose or provide the other party ("**Receiving Party**") with Disclosing Party's confidential or proprietary information, including, but not limited to: the terms and conditions of this Agreement, all trade secrets, inventions (whether or not patentable), intellectual property, software, computer programs, source code, object code, scripts, algorithms, features and modes of operation, techniques, processes, software design and architecture, design and function specifications, analysis and performance information, results of testing and benchmarking, documentation, details about products and services, product roadmaps, business plans, customer lists and customer-related information, financial information, proposals, budgets, as well as names and expertise of, and information relating to, vendors, employees, consultants, customers, partners, and prospects, know-how, ideas, and technical, business,

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pricing, financial and marketing information and strategies, and any other information that designated as confidential in writing or that Receiving Party reasonably should know is confidential or proprietary to Disclosing Party ("**Confidential Information**"). For the avoidance of doubt, Accruent Intellectual Property constitutes Confidential Information of Accruent and Client Intellectual Property constitutes Confidential Information of Client. Upon termination or expiration of this Agreement and upon Disclosing Party's written request, Receiving Party shall return or destroy (with such destruction certified in writing) Disclosing Party's Confidential Information in its possession.

5.2 Non-Disclosure. Receiving Party will protect Disclosing Party's Confidential Information from unauthorized disclosure and will use the same degree of care that it uses to protect its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care. Receiving Party will only use Confidential Information as permitted under this Agreement and, except as otherwise expressly permitted herein, shall not disclose Disclosing Party's Confidential Information to any person or entity other than Receiving Party's officers, employees, consultants, accountants and legal advisors who have a reasonable need access to such Confidential Information and have agreed to be bound by confidentiality or professional responsibility obligations that are no less restrictive than the confidentiality restrictions set forth in this Agreement.

5.3 Exceptions. Confidential Information shall not include information that Receiving Party can reasonably establish: (i) is or becomes generally known or available to the public through no fault of Receiving Party; (ii) was legally in Receiving Party's possession before receipt from Disclosing Party; (iii) is lawfully obtained from a third party who is not under any confidentiality obligations and has the right to disclose; or (iv) has been independently developed by Receiving Party without use of Disclosing Party's Confidential Information. Further, Receiving Party may disclose Disclosing Party's Confidential Information if it is compelled by law to do so, provided that Receiving Party gives Disclosing Party prior notice (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest such disclosure.

5.4 Equitable Relief. The Receiving Party acknowledges that breach of Section 5 may result in irreparable harm to the Disclosing Party, the extent of which could be difficult to ascertain, and that money damages may be inadequate. Accordingly, the Disclosing Party may be entitled, in addition to all other rights and remedies, to seek equitable relief, including an injunction and specific performance, in the event of any attempted or actual breach of this Section 5, without the necessity to prove actual damages or post a bond or other collateral.

6. INDEMNIFICATION

6.1 Accruent Indemnification. Subject to Section 6.3 below, Accruent will defend and pay the defense costs of, indemnify and hold Client harmless from and against all damages, costs and expenses (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction, or those damages, costs and expenses agreed to by the parties in a monetary settlement of such action, for any Claim brought against Client by a third party alleging that the SaaS Services or Software, when used in accordance with this Agreement, infringe such third party's registered patents, copyrights or trademarks as of the Effective Date. Accruent has no indemnification obligation to the extent any Claim results from: (i) Partner Software, (ii) the combination, operation, or use of the SaaS Services or Software with Client or third-party software or data, or (iii) Client's breach of this Agreement. In the event of an infringement Claim, Accruent shall have the option, in its discretion, to: (i) procure for Client the right to continue using the SaaS Services or Software; (ii) replace or modify the SaaS Services or Software with substantially equivalent services or replacement services that are not infringing; or (iii) if options (i) or (ii) are not commercially feasible, terminate the affected SaaS Services or Software and Client's rights thereto and provide Client a refund of (a) any pre-paid but unused fees for subscription Services related to the remainder of the then-current Order Term; and/or (b) fees paid for perpetual Software calculated on a five (5) year, straight line depreciated basis. This Section states Accruent's entire liability to Client, and Client's sole remedy for any Claim of infringement.

6.2 Client Indemnification. Subject to Section 6.3 below, Client will defend and pay the defense costs of, indemnify and hold Accruent harmless from and against all damages, costs and expenses (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction, or those damages, costs and expenses agreed to by the parties in a monetary settlement of such action, for: (i) any Claim brought against Accruent by a third party alleging that the Client Data, any Client intellectual property, or any other content provided to Accruent, or Client's use of the SaaS Services or Software in violation of the terms and conditions of this Agreement, infringes such third party's intellectual property, privacy or other personal rights; or (ii) Client's breach of Section 3.8 or 3.9. This Section states Client's entire liability to Accruent, and Accruent's sole remedy for any Claim for indemnification.

6.3 Indemnification Procedure. The indemnification obligations hereunder are conditioned on the indemnified party: (i) giving prompt written notice of any Claim of which it becomes aware to the indemnifying party; (ii) giving the

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indemnifying party sole control of the defense and settlement of the Claim; provided that the indemnifying party may not settle any Claim in a manner adverse to the indemnified party or which imposes any financial obligation on the indemnified party without the indemnified party's prior written consent; and (iii) providing the indemnifying party, at the indemnifying party's cost, with all reasonable information and assistance relating to the Claim and reasonably cooperates with the indemnifying party's counsel. The indemnified party may participate at its own expense in the defense of any such Claim, provided that such participation is not disruptive to the indemnifying party's defense of the Claim. "**Claim**" as used herein means any action, suit or proceeding brought by a third party against an indemnified party in respect of any allegation for which indemnity may be sought.

7. WARRANTIES; DISCLAIMER

7.1 Warranties. Each party represents and warrants to the other that: (a) the signatory signing on its behalf has the right to sign this Agreement; (b) this Agreement does not and shall not conflict with any other agreement entered into by it; and (c) it owns (or has been duly licensed to use) all rights in the Client Data (with respect to Client) or the SaaS Services or Software (with respect to Accruent) required in order to grant the licenses set forth herein. Accruent warrants that: (i) the SaaS Services shall perform in material conformance with the applicable Documentation during the Order Term; (ii) the Software shall perform in material conformance with the applicable Documentation during the first ninety (90) days of the Initial Term; and (iii) it shall not intentionally introduce into the Software, at delivery, or the SaaS Services any malicious code (i.e., any virus, Trojan horse, worm, back-door, "time-bomb," deactivation or other code designed to permit unauthorized access to and/or control of Client's internal network or Client Data). Except in the case of fraudulent misrepresentation, in the event of breach of any of the warranties contained in this Agreement, the sole and exclusive liability of the breaching party shall be to use commercially reasonable efforts to promptly correct such breach.

7.2 Partner Software. Client acknowledges that certain SaaS Services or Software may incorporate Partner Software, that Accruent may add and/or substitute functionally equivalent products for any Partner Software, and that Accruent makes no warranty with respect to any Partner Software.

7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN,

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STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION: (I) ANY WARRANTY THAT THE SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION; (II) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; AND (III) ANY WARRANTY ARISING FROM COURSE OF DEALING. ACCRUENT IS NOT RESPONSIBLE FOR ANY BREACH OF WARRANTY CAUSED BY CLIENT'S FAILURE TO COMPLY WITH THE DOCUMENTATION OR COMBINATION OR USE OF THE SOFTWARE WITH ANY ITEMS NOT APPROVED BY ACCRUENT IN WRITING.

8. LIMITATION OF LIABILITY

8.1 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL LIABILITY (INCLUDING ANY ATTORNEYS' FEES AWARDED UNDER THE AGREEMENT) TO THE OTHER PARTY FOR ANY CLAIM ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATIONS SHALL NOT APPLY TO CLIENT'S OBLIGATIONS TO PAY ACCRUENT ANY AMOUNTS SET FORTH UNDER SECTION 1, EACH PARTY'S OBLIGATION IN SECTION 6 TO INDEMNIFY THE OTHER PARTY FOR THIRD PARTY INFRINGEMENT CLAIMS, OR A PARTY'S INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8.2 Exclusion of Indirect Damages. TO THE FULLEST EXTEND PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, DATA OR OTHER ECONOMIC ADVANTAGE), OR COST OF REPLACEMENT, WHETHER OR NOT A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, WHERE LEGALLY REQUIRED, NEITHER PARTY EXCLUDES OR LIMITS LIABILITY TO THE OTHER PARTY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, OR FOR INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. STATE, LOCAL AND EDUCATION ("SLED") CLIENT PROVISIONS

9.1 Accruent understands that our SLED Clients who operate under federal, state, and local statutes and regulations, including public education institutions, may require that certain legally mandated terms govern their commercial contracts, including this Agreement. Accruent acknowledges that this Agreement is hereby

automatically amended for each SLED Client, where legally required. More information can be found at: www.accruent.com/SLED-EULA

10. GENERAL PROVISIONS

10.1 Force Majeure. Neither party shall be liable to the other for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by the other party due to disruption or unavailability of communication or hosting facilities, utility or Internet service provider failure, denial of service attacks, acts of war, acts of terrorism, pandemic events, acts of God, acts of vandalism, lightning, fire, strike, unavailability of energy sources or any other causes beyond the party's reasonable control.

10.2 Assignment. Neither party may assign the Agreement, in whole or in part, without the other party's prior written consent (which shall not be unreasonably withheld); provided, that, either party may assign this Agreement in its entirety (including all Order Documents) upon written notice to the other party (but without the other party's consent) to its Affiliate or in connection with a Change of Control; provided further, that the entity to whom the Agreement will be assigned is not a direct competitor of the non-assigning party. **Change of Control** means (i) the sale of all or substantially all of the stock or assets to another entity; (ii) any merger, consolidation, or acquisition of a party; or (iii) a change in ownership of more than 50% of the voting capital stock of a party in one or more related transactions.

10.3 Notice of U.S. Government Restricted Rights. If Client is the U.S. Government, or contracts on behalf of the U.S. Government with U.S. Government federal funding, notice is given that the SaaS Services and/or Software are commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software and the Protected Rights delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software and/or the Protected Rights by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in FAR 52.227-19, Commercial Computer Software License – (December 2007)."

10.4 Export. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each of Accruent and Client represents that it is not on any U.S. government denied-party list. Client will not permit any of its users to access or use the Services in a U.S.-embargoed country or region or in violation of applicable export laws and regulations in the U.S. or any other applicable jurisdiction.

10.5 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement.

10.6 Miscellaneous. This Agreement, including any applicable Order Documents, cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, representations or warranties, or other communication and constitutes the parties' entire agreement relating to its subject matter. Accruent may from time to time in its discretion discontinue certain Services or modify certain features or functionality of the Services; provided, that, no such modification shall materially degrade the applicable Services. Accruent will provide at least six (6) months' advance written notice of any discontinuation and for discontinuation Client shall receive a refund of (a) any pre-paid but unused fees for subscription Services related to the remainder of the then-current Order Term; and/or (b) fees paid for perpetual Software calculated on a five (5) year, straight line depreciated basis. After Maintenance is discontinued, Accruent will no longer maintain or support the Software or Documentation. ACCRUENT MAY UPDATE THE TERMS OF THIS AGREEMENT OR POST AN UPDATED AGREEMENT ON THE ACCRUENT WEBSITE AT ANY TIME, AND, TO THE EXTENT PERMITTED BY LAW, SUCH MODIFICATIONS WILL BE EFFECTIVE IMMEDIATELY AND (IF LEGALLY PERMITTED), SHALL APPLY RETROACTIVELY. CLIENT AGREES TO THE MODIFIED AGREEMENT BY CONTINUING TO USE THE SERVICES. This Agreement does not and is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor. Client agrees that Accruent may list Client's name and logo on the Accruent website and in marketing collateral during the Term. Client must provide written consent prior to Accruent conducting other marketing activities, such as publishing a press release or a case study related to Client's use of the Services. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Any waiver of a party's rights or remedies under the Agreement must be in writing to be effective. No failure of either party to exercise or enforce any rights under this Agreement shall act as a waiver of such rights. This Agreement is for the benefit of the parties and their successors and permitted assigns and does not confer any rights or benefits on any third party. Any notice sent pursuant to this Agreement shall be delivered: by hand, overnight courier, or registered mail, return receipt requested, to the party's address set forth in the Order Document, or to such other address as a party may designate

in writing to the other party, and, the case of a Accruent, with a copy sent via email to legal@accruent.com, Attention: General Counsel, and shall be effective upon personal delivery or five (5) days following the date of mailing. If Client is located in North America, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its principles of conflict of laws, and the parties irrevocably consent to exclusive venue and jurisdiction in the courts of the State of Delaware for any dispute arising out of this Agreement. If the client is located outside of North America, this Agreement shall be governed by and construed in accordance with the laws of England, without giving effect to its principles of conflict of laws, and the parties consent to exclusive venue and jurisdiction in the English courts for any dispute arising out of this Agreement. If the client is located in Australia, this Agreement shall be governed by and construed in accordance with the laws of the State of Queensland without giving effect to its principle of conflict of laws, and the parties irrevocably consent to exclusive venue and jurisdiction in the courts of the State of Queensland for any dispute arising out of this Agreement. Each party expressly waives its right to a trial by jury. The parties agree that this Agreement is not a contract for the sale of goods and that Article 2 and 2A of the Uniform Commercial Code and the Uniform Computer Information Technology Act, and the UN Convention on Contracts for the International Sale of Goods, are therefore expressly excluded. Sections 1, 3.5, 3.6, 4, 5, 6, 8 shall survive expiration of this Agreement.

11. DEFINITIONS.

11.1. "Accruent LLC" means Accruent, LLC, a Delaware limited liability company with a principal place of business at Domain 3, 11501 Domain Drive, Suite 160, Austin, TX 78758.

11.2. "Accruent Support Policy" means the Accruent "Customer Support Policy" available here: <https://www.accruent.com/services-support/customer-support>. Accruent may from time to time in its discretion modify or otherwise improve its offerings in the Accruent Support Policy; provided, that, no such modification shall materially degrade the applicable Services.

11.3. "Affiliate" is an entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, a party. The term "**control**" (including the terms "**controlling**," "**controlled by**" and "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity,

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whether through the ownership of voting securities, through membership, by contract or otherwise.

11.4. "Applicable Law" means all local, national and multinational laws, rules, regulations and governmental obligations that are applicable to a party as the context requires.

11.5. "Client Data" is any data that Client or its users provide, transfer or otherwise make available to Accruent or its Services under this Agreement.

11.6. "Documentation" means user manuals, release notes, product documentation and other similar material for the SaaS Services or Software, as applicable, made available to Client by Accruent.

11.7. "Effective Date" means the start date set forth in the applicable Order Document.

11.8. "License Metrics" means any limits or restrictions on the license scope for the SaaS Services or Software set forth herein or in an applicable Order Document, including, without limitation, any usage limitations, limitations based on the number of users, leases, documents, work orders, locations or reports, or limitations based on square footage.

11.9. "Maintenance" is support for Software, including Upgrades and Updates, and is subject to the Accruent Support Policy. For the avoidance of doubt, Maintenance expressly excludes Professional Services. Client shall ensure that Accruent's assigned technical personnel have all necessary remote access to the Software needed for Maintenance, as determined by Accruent in its reasonable discretion. Maintenance does not include support for: (i) Software altered or modified without Accruent's prior written consent; (ii) Software that is incorrectly installed or implemented by Client or a third-party; (iii) any release for which Maintenance has been discontinued; (iv) Software used in breach of the Documentation or the Agreement; (v) errors or bugs that do not materially impair operation or that have been addressed in an Upgrade or Update; (vi) third-party systems or programs; or (vii) Client users that are not adequately trained.

11.10. "Order Document" is a mutually executed order form, statement of work, or similar ordering document signed by the parties under this Agreement, or, if Client contracts via an online flow, the order placed by Client during such online flow, and in each case including the commercial information and related terms described therein.

11.11. "Partner" is an Accruent-approved third-party vendor that may provide software or services under this Agreement in connection with Accruent's Services.

11.12. "Partner Software" is software that is owned by a Partner and provided to Client by Accruent on a pass-through, reseller or OEM basis, and any applicable updates, upgrades, or documentation.

11.13. "Professional Services" are the professional consulting and technical services provided by Accruent or a Partner, and may include data conversion, implementation, site planning, configuration, integration, deployment, training, project management and assessment services. Unless otherwise specified in an Order Document, Professional Services are governed by the terms available here: https://www.accruent.com/professional_services_terms.

11.14. "SaaS Services" is the hosted software provided to Client by Accruent and/or one or more of its Partners on a subscription basis, inclusive of Updates, as further described in an Order Document.

11.15. "Services" means, as applicable, the SaaS Services, Software, Maintenance, Support and/or Professional Services.

11.16. "Software" means installed software provided to Client by Accruent in machine readable object code (not source code) and/or one or more of its Partners under a term-license or perpetual license, as further described in an Order Document.

11.17. "Support" is the provision of standard technical support for the SaaS Services described in the applicable Order Document and further detailed in the Accruent Support Policy. For the avoidance of doubt, SaaS Support expressly excludes Professional Services.

11.18. "Upgrades" are new products, features or functionality related to the SaaS Services or Software, as applicable, for which Accruent generally charges its customers a separate fee.

11.19. "Updates" are error corrections, modifications, or security or product enhancements, or standard new releases, for the SaaS Services or Software, as applicable, that Accruent makes generally available to its customers at no additional cost.