GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

CONTRACT NUMBER: 47QTC21D00AX
CONTRACT PERIOD: 06/09/2021 through 06/08/2026

Multiple Award Schedule
FSC Group: Information Technology

CONTRACTOR: Accruent, LLC
11500 Alterra Pkwy Ste 110
Austin, TX, 78758
Tel: 512-861-0726
Fax: 512-256-9040
Web: https://www.accruent.com/

CONTRACT ADMINISTRATOR: Karin Medina-Keller
Senior AR Specialist
11500 Alterra Pkwy Ste 110
Austin, TX, 78758
Tel: 888-567-3434 ext 866
kkeller@accruent.com

BUSINESS SIZE: Other than Small

Price List current as of Modification #PO-0001, effective June 9, 2021

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.
Customer Information

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):
   54151S    Information Technology Professional Services
   54151ECOM Electronic Commerce and Subscription Services
   611420    Information Technology Training
   33411     Purchasing of New Electronic Equipment
   OLM       Order Level Materials

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH AWARDED SIN: See Awarded GSA Pricelist

1c. HOURLY RATES (Services only): See Awarded GSA Pricelist

2. MAXIMUM ORDER THRESHOLD:
   54151S, 54151ECOM, 33411: $500,000
   611420, OLM: $250,000

3. MINIMUM ORDER THRESHOLD: $100.00

4. GEOGRAPHIC COVERAGE: 50 States, DC

5. POINT(S) OF PRODUCTION: Austin, TX

6. DISCOUNT FROM BEST MARKET RATE: GSA Net Prices can be found in Pricing Matrixes (below). Negotiated discounts have been applied and the Industrial Funding Fee has been added.

7. QUANTITY DISCOUNTS: 2% for orders above $250,000. 2% for every 1 million SF over 10 million (Max 40%) for selected products.

8. PROMPT PAYMENT TERMS: 0%, Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. FOREIGN ITEMS: None

10a. TIME OF DELIVERY: 30 Days ARO

10b. EXPEDITED DELIVERY: Contact Contractor if Available

10c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor if Available

10d. URGENT REQUIREMENTS: Agencies can contact the Contractor’s representative to affect a faster delivery. Customers are encouraged to contact the Contractor for the purpose of requesting accelerated delivery.

11. FOB POINT: Destination

12a. ORDERING ADDRESS: Accruent, LLC
    11500 Alterra Pkwy Ste
    110 Austin, TX, 78758
    Tel: 512-861-0726
12b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. **PAYMENT ADDRESS:** Accruent, LLC  
11500 Alterra Pkwy Ste  
110 Austin, TX, 78758  
Tel: 512-861-0726

14. **WARRANTY PROVISION:** Standard Commercial

15. **EXPORT PACKING CHARGES:** None

16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** Not Applicable

17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** Not Applicable

18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** Not Applicable

18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** Not Applicable

19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** Not Applicable

20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** Not Applicable

21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** Not Applicable

22a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** Not Applicable

22b. **SECTION 508 COMPLIANCE FOR ELECTRONIC AND INFORMATION TECHNOLOGY (EIT):** Partially Compliant - Contact Contractor for Section 508 Information. The EIT standards can be found at: www.Section508.gov/.

23. **Unique Entity Identifier (UEI) number:** 947505822

24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an active registration in the System for Award Management (SAM) database.
Accruent, LLC
Labor Category Descriptions
SIN 54151S (Information Technology Professional Services)

1. VFA Facility Service Consultant III

Minimum Education: Bachelor’s Degree

Minimum Experience: Minimum of fifteen (15) years of accumulated experience together with intimate knowledge of codes, regulations, and standard practices in the associated field of expertise and a minimum of fifteen (15) years accumulated experience managing medium to large scale projects, staff and associated responsibilities. The individual at this level will also be expertly skilled in the use of PC based applications including but not limited to VFA and/or Accruent suite of products and proprietary systems, databases, spreadsheets, word processors, CAD applications, and project management software. Additionally, the individual is skilled in the use of Microsoft Access, Oracle and Accruent’s IBM Cognos reporting solution.

Functional Responsibility: Responsible for coordinating the efforts of two or more VFA Facility Service Consultant IIs, either on one consolidated program, or multiple projects.
- Consults with the customer concerning overall operations, scheduling, work assignments, staffing, progress reporting, security, etc.
- Consults on use of data from third-party systems, such as maintenance managements systems, and enterprise integration as required;
- Ensures that the team undertakes appropriate data collection methods;
- Directs team in implementation of data quality assurance procedures for data collected using VFA software or other tools, or imported from other databases;
- Ensures appropriate structuring of customer data in relevant Accruent software databases.

Assumes responsibility for overall quality assurance and timeliness of delivery of all work performed.

2. VFA Facility Service Consultant II

Minimum Education: Bachelor’s Degree

Minimum Experience: Minimum of ten (10) years of accumulated experience together with intimate knowledge of codes, regulations, and standard practices in the associated field of expertise and a minimum of ten (10) years accumulated experience managing medium scale projects, staff and associated responsibilities. The individual at this level will also be expertly skilled in the use of PC based applications including but not limited to VFA and/or Accruent suite of products and proprietary systems, databases, spreadsheets, word processors, CAD applications, and project management software. Additionally, the individual is skilled in the use of Microsoft Access, Oracle and Accruent’s IBM Cognos reporting solution.

Functional Responsibility: Responsible for the daily management of multiple assessment projects executed by the professional staff under their supervision. Maintains client contact, and oversees all project activities, maintaining ultimate control over schedule criteria.
Accruent, LLC
Labor Category Descriptions
SIN 54151S (Information Technology Professional Services)

- Configures the software to meet customer needs;
- Ensures appropriate quality assurance is conducted for any data collected using Accruent software or other tools or imported from third-party applications which is incorporated into the customer database;
- Consults on use of data from third-party systems, such as maintenance managements systems, and enterprise integration as required;
- Develops custom software reports and/or dashboards for the customer as appropriate, using Accruent Analytics and/or other business intelligence and reporting applications;
- Provides strategic, technical, and administrative direction for all aspects of the project development and execution;
- Develops products and services specifically designed to match client requirements using the proven methodologies and systems inherent to VFA and/or Accruent’s techniques;
- Maintains ultimate control and responsibility for the quality and accuracy of the final client database and reporting;
- Assists in the final software installation and training of customer personnel;
- Makes final customer presentations and delivers final product to client and manages ongoing support;
- Serves as primary liaison to the client for planning and customer service issues.

3. VFA Facility Service Consultant I

Minimum Education: Bachelor’s Degree

Minimum Experience: Minimum of ten (10) years of experience in VFA and/or Accruent software functionality for 3 or more products/services, experience in 3 or more industry vertical markets. The individual at this level will also be skilled in the use of PC applications including but not limited to database manipulation, Internet technology, spreadsheet, word processing and CAD software.

Functional Responsibility: Performs on site system condition assessments and evaluations. The work scope is determined by contract and typically includes the detailed review of one or more systems related to the Facility Consultants area of expertise. Essential Functions include:
- Expert use of software systems, data populating, and costing;
- Meets with and interviews client representatives for data gathering purposes;
- Develops unpopulated, “shell” database of the client’s system;
- Identifies, and records system deficiencies;
- Assists in the creation of standard reports for client use;
- Other duties and responsibilities reasonable associated with the work described above.
4. Professional Services Consultant

Minimum Education: Bachelor’s Degree

Minimum Experience: Minimum of ten (10) years of relevant experience, with at least two (2) years of experience working with relevant Accruent software products(s). The individual at this level will also be expertly skilled in the use of PC based applications including but not limited to databases, spreadsheets, word processing applications, and project management tools. Additionally, the individual is skilled in other tools and applications relevant to the Accruent solutions and/or markets they support, which may include, for example, CAD software, business intelligence tools, or integration platforms.

Functional Responsibility: Responsible for managing and delivering Professional Services consulting engagements to the client. Key activities may include:

- Schedule and conduct customer project meetings and scope project deliverables;
- Perform database updates and data imports;
- Develop and implement software solutions, which may include custom software functionality and/or custom software reports or dashboards;
- Develop software integrations with third-party applications or databases using appropriate technologies;
- Facilitate user acceptance software testing as needed;
- Conduct consultative workshops with customer stakeholders designed to improve business processes;
- Deliver advanced software training;
- Develop and deliver executive and board-level presentations and reports.
### Accruent, LLC
#### Awarded Labor Category Pricing

<table>
<thead>
<tr>
<th>SIN</th>
<th>Labor Category</th>
<th>Year 1 GSA Price</th>
<th>Year 2 GSA Price</th>
<th>Year 3 GSA Price</th>
<th>Year 4 GSA Price</th>
<th>Year 5 GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>VFA Facility Service Consultant III</td>
<td>$219.19</td>
<td>$224.89</td>
<td>$230.74</td>
<td>$236.74</td>
<td>$242.89</td>
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<tr>
<td>54151S</td>
<td>VFA Facility Service Consultant II</td>
<td>$151.23</td>
<td>$155.17</td>
<td>$159.20</td>
<td>$163.34</td>
<td>$167.59</td>
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<tr>
<td>54151S</td>
<td>VFA Facility Service Consultant I</td>
<td>$126.35</td>
<td>$129.63</td>
<td>$133.00</td>
<td>$136.46</td>
<td>$140.01</td>
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<tr>
<td>54151S</td>
<td>Professional Services Consultant</td>
<td>$239.29</td>
<td>$245.52</td>
<td>$251.90</td>
<td>$258.45</td>
<td>$265.17</td>
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### Accruent, LLC
#### Awarded Training Courses Pricing

<table>
<thead>
<tr>
<th>SIN</th>
<th>Course Title</th>
<th>Course Description</th>
<th>Course Length</th>
<th>Unit of Order</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>611420</td>
<td>VFA.facility Core Training – Classroom - Client Location</td>
<td>VFA.facility Core Training 2-Day class at client location. Price is fixed-fee per class for maximum of 10 students, trainer travel and expenses are billed separately. Day 1 focus on Understanding the Asset Database; Day 2 focus on Capital Planning and Budgeting.</td>
<td>2 Days</td>
<td>Per Course</td>
<td>$7,657.43</td>
</tr>
<tr>
<td>611420</td>
<td>VFA.facility Core Training – Classroom - Boston, MA</td>
<td>VFA.facility Core Training 2-day class at Accruent Boston office. Price is per student, with maximum of 10 students, and excludes any travel-related expenses. Day 1 focus on Understanding the Asset Database; Day 2 focus on Capital Planning and Budgeting.</td>
<td>2 Days</td>
<td>Per Student</td>
<td>$1,435.77</td>
</tr>
<tr>
<td>611420</td>
<td>VFA.facility Core Training – Web-based</td>
<td>VFA.facility 6-hour Core Training online. Price per class for maximum of 5 students per session. Delivered in two Web-based sessions of 3 hours each. Session 1 focus on Understanding the Asset Database; Session 2 focus on Capital Planning and Budgeting.</td>
<td>6 hours</td>
<td>Per Course</td>
<td>$3,158.69</td>
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<tr>
<td>SIN</td>
<td>MFR NAME</td>
<td>MFR PART NO</td>
<td>PRODUCT NAME</td>
<td>PRODUCT DESCRIPTION</td>
<td>UOI</td>
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</tr>
<tr>
<td>54151ECOM</td>
<td>Accruent, LLC</td>
<td>VFA-CP-PLAN-</td>
<td>VFA.facility - Capital Planner Bundle - Annual Subscription</td>
<td>VFA.facility annual subscription for cloud-based Capital Planner Bundle feature set for up to 500,000 SF. Bundle Includes: Homepage access with dashboards and favorites, Limited Configuration attributes, Extended Asset Management, Basic Reports, Funding Module, Extended Reporting, Budget Module, and Facility View.</td>
<td>Annual Fee</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>Accruent, LLC</td>
<td>SQFT-MIN</td>
<td>VFA.facility - Capital Planner Bundle - Annual Subscription</td>
<td>VFA.facility annual subscription for cloud-based Capital Planner Bundle for 500,001 SF up to 30,000,000 SF. Bundle Includes: Homepage access with dashboards and favorites, Limited Configuration attributes, Extended Asset Management, Basic Reports, Funding Module, Extended Reporting, Budget Module, and Facility View.</td>
<td>Annual Fee per SF</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>Accruent, LLC</td>
<td>VFA-CP-PLUS-</td>
<td>VFA.facility - CP Plus Bundle - Annual Subscription</td>
<td>VFA.facility annual subscription for cloud-based CP Plus Bundle for up to 500,000 SF. Bundle Includes: Homepage access with dashboards and favorites, Limited Configuration attributes, Extended Asset Management, Basic Reports, Funding Module, Extended Reporting, Budget Module, Facility View, Surveys, Auditor, and Advanced Asset Manager.</td>
<td>Annual Fee</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>Accruent, LLC</td>
<td>SQFT-MIN</td>
<td>VFA.facility - CP Plus Bundle - Annual Subscription</td>
<td>VFA.facility annual subscription for cloud-based CP Plus Bundle for 500,001 SF up to 30,000,000 SF. Bundle Includes: Homepage access with dashboards and favorites, Limited Configuration attributes, Extended Asset Management, Basic Reports, Funding Module, Extended Reporting, Budget Module, Facility View, Surveys, Auditor, and Advanced Asset Manager.</td>
<td>Annual Fee per SF</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>Accruent, LLC</td>
<td>VFA-CP-TOT-</td>
<td>VFA.facility - CP Total Solution Bundle - Annual Subscription</td>
<td>VFA.facility annual subscription for cloud-based CP Total Solution Bundle for up to 500,000 SF. Bundle Includes: Homepage access with dashboards and favorites, Limited Configuration attributes, Extended Asset Management, Basic Reports, Funding Module, Extended Reporting, Budget Module, Facility View, Surveys, Auditor, Advanced Asset Manager, and one Report Author license per 20 million square feet.</td>
<td>Annual Fee</td>
</tr>
</tbody>
</table>
### Accruent, LLC

**Awarded GSA Pricelist**

<table>
<thead>
<tr>
<th>SIN</th>
<th>MFR NAME</th>
<th>MFR PART NO</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>UOI</th>
<th>GSA Price</th>
<th>COO</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151ECOM</td>
<td>Accruent, LLC</td>
<td>VFA-CP-TOT-SQFT-STA</td>
<td>VFA.facility - CP Total Solution Bundle - Annual Subscription</td>
<td>VFA.facility annual subscription for cloud-based CP Total Solution Bundle for 500,001 SF up to 30,000,000 SF. Bundle Includes: Homepage access with dashboards and favorites, Limited Configuration attributes, Extended Asset Management, Basic Reports, Funding Module, Extended Reporting, Budget Module, Facility View, Surveys, Auditor, Advanced Asset Manager, and one Report Author license per 20 million square feet.</td>
<td>Annual Fee per SF</td>
<td>$0.0189</td>
<td>US</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>Accruent, LLC</td>
<td>VFA-CP-RA-SO-LICS</td>
<td>VFA Report Author - Annual Subscription</td>
<td>VFA Report Author seat annual subscription per user, cloud-based, available as add on for VFA.facility Capital Planner, CP Plus, or CP Total Bundles only. Bundle subscription required.</td>
<td>Annual Fee per user</td>
<td>$1,706.05</td>
<td>US</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>Accruent, LLC</td>
<td>VFA-CP-AUD-SO-SQFT</td>
<td>Surveys</td>
<td>Solution for mobile facility data condition and survey assignment</td>
<td>Annual Fee per SF</td>
<td>$0.0047</td>
<td>US</td>
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<tr>
<td>33411</td>
<td>MetalCraft, Inc.</td>
<td>VFA-CP-HWO-SO-UTS</td>
<td>Asset Tags for Inventory</td>
<td>Asset Tags</td>
<td>EA</td>
<td>$0.5398</td>
<td>US</td>
</tr>
</tbody>
</table>
THE EFFECTIVE DATE OF THIS AGREEMENT IS IDENTIFIED IN THE GOVERNMENT PURCHASE ORDER (“EFFECTIVE DATE”).

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS.
1.1. “Accruent Software” is each Accruent-developed and/or Accruent-owned software product in machine readable object code (not source code) and any Updates, Upgrades, or revisions to such software.
1.2. “Agreement” includes this Master Agreement.
1.3. “Affiliate” is an entity that is a subsidiary of or under common control of the applicable entity.
1.4. “Authorized User(s)” are (i) Client’s employees, and (ii) Client’s consultants, contractors, or agents, approved in writing by Accruent (which will not be unreasonably withheld, conditioned, or delayed) it being understood that Accruent may reasonably withhold approval for competitors of Accruent.
1.5. “Change of Control” means (i) the sale of all or substantially all of its stock or assets of a party to another entity; (ii) any merger, consolidation, or acquisition of a party with an entity that is not an Affiliate; or (iii) any change in the ownership of more than 50% of the voting capital stock of a party in one or more related transactions.
1.6. “Client Data” is data, excluding Resultant Data (defined below), that Client provides, generates, transfers, or makes available to Accruent under this Agreement.
1.7. “Documentation” is paperwork, manuals, or other types of instruction regarding use of the Software made available to Client by Accruent in electronic format (or in print upon request), including but not limited to: user instructions, release notes, manuals, and help files.
1.8. “License Metrics” are the limitations on the license for SaaS Services, based on usage and set out in an Order Document; License Metrics are measured by a certain term, including but not limited to: number of leases, square footage, number of locations, or reports.
1.9. “Malicious Code” includes computer viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.
1.10. “Maintenance” is the collective support services for the Software, including but not limited to the provision of Updates for the Services ordered. For the avoidance of doubt, Maintenance expressly excludes Professional Services.
1.11. “Order Document” is a document or set of documents executed by the parties which describes order-specific information and incorporates by reference the terms of the Agreement. An Order Document may not be specifically called an Order Document; it can be referred to by another name, such as a statement of work.
1.12. “Partner” is a third-party vendor or subcontractor under an agreement with Accruent to provide services in support of Accruent’s SaaS Services and/or Software, as well as any other obligations under this Agreement.
1.13. “Partner Software” is software (in object code form), and any of its Updates, upgrades, or revisions, including Documentation, that is owned by a Partner and provided to Client by Accruent on a pass-through, reseller, or original equipment manufacturer (OEM) basis.
1.14. “Professional Services” are services provided by Accruent, or an authorized Partner, as set forth in the Agreement; these may include, but are not limited to data conversion, implementation, site planning, configuration, integration and deployment of the SaaS Services, training, project management, assessment services and other consulting services.

1.15. “Resultant Data” is aggregated and anonymized data and information, including Client Data and Usage Data, relating to Client’s use of the Services. Resultant Data is aggregated and anonymized so that no identifiable information is present and may be used by Accruent, in any form, for any lawful purpose.

1.16. “SaaS Services” is the provision of the Software, hosted by Accruent or its Partners and accessed via the internet, as a service and as set forth on an applicable Order Document.

1.17. “Software” includes both the Accruent Software and any applicable Partner Software.

1.18. “Support” is a service in which Accruent provides technical support for the services. For the avoidance of doubt, Support expressly excludes Professional Services.

1.19. “Upgrades” are the new products or functionality for which Accruent generally charges a separate fee.

1.20. “Updates” are the error corrections, modifications, or security or product enhancements which Accruent makes generally available to its customers as part of the Maintenance.

2. ORDER OF PRECEDENCE; ENTIRE AGREEMENT. In the event of a conflict between this Agreement and any Order Document or document contemplated by this Agreement, the conflict shall be resolved in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(s) Order of Precedence. This Agreement, including any applicable Order Documents, cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter and constitutes the parties’ entire agreement relating to its subject matter. No modification to the Agreement will be binding unless in writing and signed by an authorized representative of GSA and the MAS Contractor.

3. INTELLECTUAL PROPERTY. Except for rights expressly granted under this Agreement, nothing in this Agreement shall transfer any of either party’s Intellectual Property rights to the other, and each party will retain an exclusive interest in and ownership of its Intellectual Property. “Intellectual Property” includes, without limitation, inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, and training methodology and materials. Accruent’s Intellectual Property includes, but is not limited to, any work that Accruent creates, acquires, or otherwise has rights in, including any works created pursuant to this Agreement, except for any portion of such works that consist of Client’s Intellectual Property. Client Data will be considered Client’s Intellectual Property, except for Resultant Data, which will not be considered a derivative of Client Data. Accruent may, in connection
with the performance of services hereunder, create, employ, provide, modify, acquire, or otherwise obtain rights in, and any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, whether or not perfected, filed, or recorded.

4. **FINANCIAL TERMS.**

4.1. **Suspension of Services.** In the event any Fees due and owing are 30 or more days overdue from the last day of the initial 30-day payment period, Accruent may, after providing notice to Client, and without limiting any of its other rights and remedies: (i) reserved and (ii) require full payment of the overdue amount, and any other amount due and owing.

4.2. **Taxes.** Unless expressly provided otherwise in this Agreement or any applicable Order Document, the prices in the Agreement do not include taxes. Accruent shall state separately on invoices taxes excluded from the fees, and the Licensee agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

4.3. **Compliance/Audit.** Accruent may audit Client’s use of the Services at any time during the Term and at termination subject to Government security requirements. Client (i) acknowledges that the Software includes a License Metric management component that tracks Software usage, and (ii) agrees not to impede, disable, or otherwise undermine operation of such management component. Upon written request, Client shall make available to Accruent any records that show Client’s compliance with the terms of this Agreement. If such audit determines that Client’s use of the Services exceed the usage permitted by the Order Document ("Overage"), Client shall pay to Accruent all amounts due for previous and continuing excess use. Any Overages will be assessed and invoiced by Accruent. If Accruent fails to charge for Overages, such failure to charge is not a waiver of those Overages and Accruent retains the right to charge for those Overages. Overages will continue to be invoiced until such time the permitted usage amount is changed to reflect Overages.

5. **CONFIDENTIALITY**

5.1. **Defined.** One party ("Disclosing Party") may expose or provide to the other party ("Receiving Party") Disclosing Party’s confidential and proprietary information, including but not limited to information designated as confidential in writing, or information which the Receiving Party should know is confidential and proprietary ("Confidential Information"). Confidential Information includes, but is not limited to: all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of Accruent and its licensors relating to or embodied in the Hardware, Software, or Documentation. When the end user is the Federal Government, neither this Agreement nor the pricing terms are confidential information notwithstanding any such markings. Placement of a copyright notice on any portion of the Software will not be construed to mean that such portion has been published and will not diminish any claim that such portion contains Accruent’s Confidential Information. For the avoidance of doubt, Accruent’s Intellectual Property is Confidential Information. Accruent recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.
5.2. **Non-Disclosure.** The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized dissemination and will use the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Agreement. Except as otherwise expressly permitted herein, the Receiving Party shall not disclose Disclosing Party’s Confidential Information to any person or entity other than the Receiving Party’s officers, employees, and consultants who (i) need access to such Confidential Information in order to effect the intent of this Agreement, and (ii) have entered into written confidentiality agreements, or are bound by professional responsibility obligations, which protect the Disclosing Party’s Confidential Information sufficient to enable the Receiving Party to comply with its obligations of confidentiality under this Agreement.

5.3. **Exceptions.** Information shall not be considered Confidential Information to the extent, but only to the extent, that the Receiving Party can establish that such information (i) is or becomes generally known or available to the public through no fault of the Receiving Party; (ii) was in the Receiving Party’s possession before receipt from the 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 the Receiving Party without reference to Disclosing Party’s Confidential Information.

5.4. **Compelled Disclosure.** Receiving Party may disclose Disclosing Party’s Confidential Information if it is compelled by law to do so, provided that the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure.

5.5. **Other Permitted Disclosures.** Notwithstanding the foregoing confidentiality obligations, a party may provide a copy of this Agreement to the following persons and/or entities, who are under obligations of confidentiality substantially similar to those set forth in this Agreement: potential acquirers, merger partners, lenders, and investors and to their employees, agents, attorneys, investment bankers, lenders, financial advisors, and auditors in connection with the due diligence review of such party. A party may also provide a copy of this Agreement to the party’s outside accounting firm and legal advisors and in connection with any litigation or proceeding relating to this Agreement.

6. **LIMITED RIGHTS AND OWNERSHIP**

6.1. **Reservation of Rights.** All rights not expressly granted in the Agreement are reserved by Accruent and its Partners. Client acknowledges that: (i) all Software is licensed and not sold; (ii) Client acquires only the right to use the Software, Professional Services, or SaaS Services, and Accruent and its Partners shall retain sole and exclusive ownership of and all rights, title, and interest in the Protected Materials, including (whether developed partially or in whole by Accruent, Client, or a third party): (a) intellectual property embodied or associated therewith; (b) deliverables and work product associated therewith; (c) all copies and derivative works thereof; and (d) the Protected Materials, including the source and object codes, logic and structure, which constitute valuable trade secrets of Accruent and its Partners. “Protected Materials” as used herein means Software, Professional Services, or Accruent’s or its Partners’ intellectual property or Confidential Information. Client agrees to secure and protect the Protected Materials consistent with the maintenance of Accruent’s and its Partners’ rights set forth in this Agreement.
6.2. **Restrictions.** Client shall not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, adapt, translate, reverse engineer or otherwise attempt to make any changes to or derive source code, algorithms, tags, specifications, architecture, structure or other elements from the Protected Materials, in whole or in part, for any purpose; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Client’s employees who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of the Agreement; (iv) write or develop any derivative works based upon the Protected Materials; (v) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a ‘service bureau’ basis; (vi) disclose or publish, without Accruent’s prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; (vii) allow any access to or use of the Protected Materials by any third party without Accruent’s prior written consent for any purpose, including but not limited to outsourcing, installation, upgrade and customization services; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

6.3. **Enforcement.** Client shall (i) ensure that all users of the Software comply with the terms and conditions of the Agreement, (ii) promptly notify Accruent of any actual or suspected violation thereof and (iii) cooperate with Accruent with respect to investigation and enforcement of the Agreement.

7. **PRIVACY.** Client represents and warrants that, before providing personal information to Accruent or its agents, it will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining consent from third parties to allow sharing of their personal information with Accruent under the Agreement, as further set forth in Exhibit G. Accruent will take reasonable measures to protect the security of such personal information transferred by Client to Accruent. Accruent is not a creator, user, or recipient of individually identifiable health information or of any other information that qualifies as "Protected Health Information" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and therefore is not a “business associate” under HIPAA. Neither party to this Agreement contemplates or intends that Accruent will be exposed to any Protected Health Information in connection with any of the services or goods to be provided hereunder.

8. **CLIENT DATA.**

8.1. **Client Data.** Client retains sole and exclusive ownership to any and all Client Data, and Client shall be responsible for the accuracy, quality, integrity and legality of Client Data and of the means by which it acquired Client Data.

8.2. **Copy of Client Data.** Upon termination of the applicable SaaS Service, Software, or applicable license (as set forth in an Exhibit), and no longer than 30 days following termination of the Agreement, Client may request in writing a copy of Client Data in a format mutually acceptable to the parties (“Exported Copy”). Provided Client is not in breach of any of its obligations under the Agreement, and upon Client’s written request (of which a then-current fee schedule will be provided upon request), Accruent will provide such Exported Copy. For the avoidance of doubt, Client will have full access to its Client Data throughout the Term; the Exported Copy is applicable only when Client
requests that Accruent provide Client Data in a certain format. Client acknowledges and agrees that Accruent shall have no obligation to maintain Client Data after 30 days from termination.

9. **INDEMNIFICATION.**

9.1. **Accruent Indemnification.** Accruent will indemnify, or hold harmless the Client from any action, suit or proceeding brought against Client by a third party alleging that the SaaS Services used in accordance with this Agreement infringe a third party’s intellectual property right (“Claim”) and Accruent will indemnify Client against all damages and costs finally awarded, or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such Claim, provided that Client: (i) gives prompt written notice of the Claim to Accruent; (ii) gives Accruent control of the defense and settlement of the Claim (provided that Accruent may not settle any Claim against Client unless it unconditionally releases Client of all liability); and (iii) provides Accruent, at Accruent’s expense, with all reasonable information and assistance relating to the Claim and reasonably cooperates with Accruent and its counsel. Accruent has no obligation to the extent any Claim results from: (1) Partner Software, (2) the combination, operation, or use of the SaaS Services with software or data not provided or approved by Accruent, or (3) Client’s breach of this Agreement. If it is adjudicated that an infringement of the SaaS Services, by itself and used in accordance with the Agreement, infringes upon any third party intellectual property right, Accruent shall, at its option: (i) procure for Client the right to continue using the SaaS Service; (ii) replace or modify the same so it becomes non-infringing; or (iii) terminate the affected SaaS Service and Client’s rights thereto and provide Client a refund of the pre-paid but unused portion of the SaaS Service fees paid to Accruent for the affected SaaS Service. THIS SECTION STATES ACCRUENT’S ENTIRE OBLIGATION TO CLIENT AND CLIENT’S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

9.2. **Client Indemnification.** Reserved.

10. **WARRANTIES.**

10.1. **Warranties.** For 90 days following the acceptance of Accruent Software, Accruent warrants that (i) the Accruent Software will perform materially in conformance with the applicable Documentation and this Agreement; and (ii) the functionality and security of the Accruent Software will not materially decrease.

10.2. **Remedies.** If the services are not performed consistent with the warranty set out in Section 10.1(i) above, Client shall promptly notify Accruent in writing of such claim. As Client’s exclusive remedy for any claim under this warranty and provided that such claim is determined by Accruent to be
Accruent’s responsibility, Accruent shall, within 30 days of its receipt of Client’s written notice, (i) re-perform the affected services so that they are conforming; (ii) provide Client with a plan reasonably acceptable to Client for re-performing the affected services; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Accruent, then Accruent or Client may terminate the affected service, and Client will be entitled to a refund of the pre-paid but unused portion of the fees paid for the affected service. The preceding warranty cure shall constitute Accruent’s entire liability and Client’s exclusive remedy for breach of the warranty set forth herein. If Client elects not to terminate the applicable service, Client waives all rights for the applicable warranty cure set forth herein. If the SaaS Services are not performed consistent with the warranty set out in Sections 10.1(ii) above, Client shall be entitled to the remedies set out in Sections 12.2 (Termination) and 12.3 (Termination Refund or Payment Obligations).

10.3. Exclusions. Accruent is not responsible for any claimed breach of any warranty set forth in section 10.1 caused by: (i) modifications made to the services by anyone other than Accruent or its Partners; (ii) the combination, operation, or use of the services with any items not certified or approved by Accruent; (iii) Accruent’s adherence to Client’s specifications or instructions; (iv) errors caused by or related to internet connectivity, (v) Client deviating from the services operating procedures described in the Documentation, or (vi) Partner Software, which is pursuant to the original licensor’s warranty, if any.

10.4. Partner Software. Client acknowledges that certain SaaS Services may contain Partner Software, and Accruent may add and/or substitute functionally equivalent products for any Partner Software in the event of product unavailability, end-of-life, or changes to software requirements if agreed to by both parties in writing. Accruent makes no warranty with respect to any Partner Software.

10.5. Disclaimer. EXCEPT AS SET FORTH ABOVE, ACCRUENT, ITS LICENSORS, AND ITS SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, AND ACCRUENT, ITS LICENSORS, AND ITS SUPPLIERS EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SAAS SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION, OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT AND/OR PARTNER SOFTWARE WILL BE ACCURATE, RELIABLE, AND ERROR-FREE, AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ADVICE, GUIDANCE, STATEMENT, OR INFORMATION GIVEN BY ACCRUENT, ITS AFFILIATES, CONTRACTORS, OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

10.6. NOTHING CONTAINED IN THIS SECTION (WARRANTIES) SHALL AIM TO LIMIT ANY LIABILITY TO THE EXTENT PROHIBITED BY LAW.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY’S TOTAL LIABILITY TO THE OTHER FOR ANY CLAIM UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID BY LICENSEE TO (vendor) FOR SOFTWARE, DOCUMENTATION OR SERVICES PURSUANT TO THE PURCHASE ORDER(S) GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATIONS SHALL NOT APPLY TO CLIENT’S OBLIGATIONS TO PAY ACCRUENT ANY AMOUNTS SET FORTH UNDER SECTION 4, FINANCIAL TERMS. THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT’S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS
ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT’S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION). The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor’s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.
11.2. **Exclusion of Indirect and Consequential Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), COST OF REPLACEMENT, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3. **Time to Bring Action.** EXCEPT FOR NON-PAYMENT OF ANY FEES DUE TO ACCRUENT, NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF: (i) SIX YEAR, OR (ii) THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

11.4. **Damages Prohibited by Law.** NOTHING CONTAINED IN THIS SECTION SHALL AIM TO LIMIT ANY LIABILITY TO THE EXTENT PROHIBITED BY LAW.

11.5. **Survival.** THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

12. **TERM AND TERMINATION**

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

12.2. **Termination.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Accruent shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

Where a party has a right to terminate the Agreement, the terminating party may, at its discretion, either terminate the Agreement in whole or terminate only the applicable Order Document. Order Documents that are not terminated shall continue in full force and effect under the terms of this Agreement. Upon expiration or termination of this Agreement by Accruent or Client, Client shall promptly cease all use of the Software and shall either securely destroy or securely transfer, at Accruent’s sole discretion, all Software, and securely delete existing copies (unless storage of any data is required by applicable law, and if so Client shall notify Accruent of such requirement).

12.3. **Termination Refund or Payment Obligations.** In the event Client terminates this Agreement pursuant to Section 12.2, Accruent shall refund all pre-paid but unused Software fees to Client. Termination of this Agreement by Accruent pursuant to Section 12.2 shall not excuse Client’s obligation to pay in full any and all amounts due and owing.
12.4. **Survival.** The following provisions will survive any termination or expiration of the Agreement: Sections 1, 3, 4, 5, 6, 8.2, 9, 11, 12.3 12.4, and 13.

13. **GENERAL PROVISIONS**

13.1. **Assignment.** In the event of a Change of Control, either party may assign this Agreement in its entirety (including all Order Documents) to its parent company or other affiliated company only with the other party’s prior written consent (which shall not be unreasonably withheld).

13.2. **Notice of U.S. Government Restricted Rights.** If the Client hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the Software is 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 52.227-14. 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 52.227-14.

13.3. **Export.** Client shall fully comply with all relevant and applicable export laws and regulations of the United States to ensure that (i) the Software and/or Protected Rights are not exported, directly or indirectly, in violation of United States law, export embargo, prohibition, or restriction, and (ii) no Software is accessed or used in violation of any United States law, export embargo, prohibition, or restriction.

13.4. **Equal Opportunity Employer.** Accruent’s employment decisions are not based on an employee’s race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental, or sensory disability, HIV status, sexual orientation, gender identity and/or marital, civil union, or domestic partnership status, past or present military service, medical or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where we operate.

13.5. **Notices.** Any notice sent pursuant to this Agreement shall be delivered (i) by hand, overnight courier, or registered mail, return receipt requested, to the address of the parties set forth in the Agreement, or to such other address of the parties designated in writing in accordance with this subsection, (ii) by e-mail to legal@accruent.com, or (iii) by facsimile.

13.6. **Relationship.** 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.

13.7. **Invalidity.** 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.

13.8. **No Waiver.** Any waiver of the provisions of this Agreement, or of a party’s rights or remedies under the Agreement, must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the
parties of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights, or privileges hereunder. The rights and remedies provided under this Agreement are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and deemed to be a waiver of such party’s rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such party’s right to take subsequent action.

13.9. **No Third Party Beneficiaries.** This Agreement is for the benefit of the parties and their successors, permitted assigns, and does not confer any rights or benefits on any third party, including any employee, client, or employee of a client or a party.

13.10. **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with Federal laws of the United States. The parties agree that this contract is not a contract for the sale of goods, and shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code or the Uniform Computer Information Technology Act, or any references to the United National Convention on Contracts for the International Sale of Goods.

13.11. **Insurance.** Accruent and each of its subsidiaries are insured by insurers of recognized financial responsibility against losses and risks in amounts that Accruent’s management believes to be prudent and customary in the businesses and industries in which they are engaged. Neither Accruent nor its subsidiaries has been denied insurance coverage and neither Accruent nor its subsidiaries has any reason to believe that it will be unable to: (i) renew its existing insurance coverage when such coverage expires, or (ii) obtain similar coverage as may be necessary to continue its business and not adversely affect the condition, earnings, business, or operations of Accruent and its subsidiaries. Relevant insurance coverage information will be provided to Client through the Due Diligence Package (defined below).

13.12. **Due Diligence Package.** Upon request, but no more than once per year, Accruent shall provide to Client a package with information relevant to the services being licensed and/or purchased, including compliance reports, audit reports, certification reports, standard insurance certificates, and relevant Accruent policies (“**Due Diligence Package**”). The Due Diligence Package is Accruent's Confidential Information.
1. **SaaS SERVICES LICENSE.** Subject to the terms of this Agreement, Accruent grants to Client and its Affiliates, for the Term of this Agreement, the non-exclusive, non-assignable, royalty-free, and worldwide right to access and use the SaaS Services for Client’s internal business purposes. Purchased SaaS Services may be accessed by Client and used to manage the License Metrics specified in the Order Document. Client may purchase additional License Metrics, subject to an additional Order Document at the then-current price in effect, prorated for the remainder of the then-current Term. The term of the added License Metrics will be concurrent with the Agreement Term. Fees are based on SaaS Services and License Metrics purchased, and not actual usage.

1.1. **SaaS Environment.** Client is responsible for obtaining and maintaining, at its own expense, all equipment needed to access the SaaS Services, including but not limited to Client’s internet access.

1.2. **Support Services.** Accruent will provide to Client the Support services applicable to each SaaS Service purchased.

1.3. **Backups and Restoration Services.** Provided Client is not otherwise in breach of the Agreement, and upon written request (for which a then-current fee schedule will be provided upon request), Accruent will perform database restoration services.

1.4. **Data Extract.** Client may request a one-time extract of the data stored in the Accruent application. Accruent will provide data, in a format defined by Accruent, at a fee not to exceed 50% of the annual subscription fee. The provided data will be made available to Client for up to thirty (30) calendar days. Specific filtering, formatting or alteration requests will be scoped as a billable service at then current rates.

1.5. **Passwords; Security.** Client and its users are in control of the creation and dissemination of passwords. As such, Client will be responsible for (i) maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user, and (ii) any and all activities that occur under Client's account. Client agrees to immediately notify Accruent of any unauthorized use of Client's account or any other breach of security known to Client. Accruent shall have no liability for any loss or damage arising from Client's failure to comply with these requirements. Accruent will maintain Client passwords as confidential and will not disclose them to third parties.

2. **SECURITY.**

2.1. **Data Location.** Accruent will maintain the SaaS Services either at an Accruent location or through a reputable Partner, where it is subject to commercially reasonable security precautions. Such precautions shall comply with industry standards for the type of information maintained and shall include, but not be limited to, procedures and measures to prevent unauthorized access to the SaaS Services and unauthorized use of and/or modification of Client Data. Notwithstanding such security precautions, and in no way diminishing or revoking Accruent’s security obligations herein, Client acknowledges that use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the SaaS Services.

2.2. **Disaster Recovery.** Accruent’s disaster recovery service ("Disaster Recovery Plan") is included in Client’s Fees. In the event a disaster is declared, Accruent will initiate the Disaster Recovery Plan and shall use commercially reasonable efforts to resume access to Client’s environment at Accruent’s alternate data center facility in accordance with Accruent’s recovery time objectives.
2.3. **Data Breach.** Upon becoming aware of or suspecting a breach or potential breach of Client Data, including but not limited to unauthorized or unlawful processing of, disclosure of, access to, destruction of, loss of, alteration to, or corruption of Client Data ("Data Breach"), Client must immediately notify Accruent in writing. Client’s notification must include any relevant information relating to the Data Breach. Such information may include, but is not limited to, the nature of the Data Breach, the nature of the Client Data affected, the categories and number of users concerned, the number of Client Data records concerned, measures taken to address the Data Breach and the possible consequences and adverse effect of the Data Breach. To the extent possible, Client must maintain a log of the Data Breach, including facts, effects, and remedial action taken. Upon becoming aware of a Data Breach, Accruent must notify Client in writing within 72 hours following the discovery of the Data Breach. In the event that such Data Breach is determined by Accruent to be Accruent’s responsibility, it will, at its own cost, take all steps to restore, re-constitute, or reconstruct any Client Data which is lost, damaged, destroyed, altered, or corrupted as a result of a Data Breach, with as much urgency as Accruent would perform if it were its own data, and shall provide Client with all reasonable assistance in respect of any such Data Breach.

3. **ACCEPTABLE USE.** Client acknowledges and agrees that Accruent does not monitor or police the content of Client’s or its users’ communications or data transmitted through the SaaS Services, and that Accruent shall not be responsible for the content of any such communications or transmissions. Client shall use the SaaS Services exclusively as authorized in this Agreement and pursuant to all applicable laws and regulations. Client agrees not to post or upload any content or data which (i) contains Malicious Code; (ii) violates the rights of others, such as data which infringes on any intellectual property rights, or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law or regulation. Client further agrees not to interfere or disrupt networks connected to the SaaS Services, not to interfere with another entity’s use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the SaaS Services. Accruent may remove any violating content posted on the SaaS Services and/or training services or transmitted through the SaaS Services, without notice to Client.

4. **TERM.** SaaS Services commence on the date specified in the Order Document and continue for the term set forth therein ("Initial Term"). Following the end of the Initial Term, SaaS Services shall terminate automatically, unless the parties agree in writing to a new term. Following termination of the SaaS Services, Client’s use of the SaaS Services will be suspended, and Accruent will not be held liable for any damages or claims arising out of such termination.

*** END OF EXHIBIT A ***
EXHIBIT B
Perpetual License

1. **LICENSE GRANT – PERPETUAL LICENSE.** Subject to the terms and conditions of this Agreement and any applicable Order Document, including without limitation the restrictions set forth in Section 6 of the Agreement, Accruent hereby grants to Client a limited, non-exclusive, personal, non-transferable and perpetual (subject to Accruent’s termination rights as set forth in the Agreement) license to (i) install, run and use the Software listed in the Order Document, solely for Client’s own business operations and solely as enabled by the license keys, and (ii) use the Documentation in connection with such use of the Software. The Software may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are purchased. Fees are based on License Metrics purchased and not actual usage.

1.1. **Copies.** Client may make a reasonable number of machine-readable copies of the Software solely for internal backup or archival purposes, and may retain such copies for the Term of this Exhibit. All Intellectual Property rights notices must be reproduced and included on such copies. Client shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform Accruent in writing, upon request, of such number and locations.

2. **MAINTENANCE**

2.1. Accruent will provide Maintenance services to Client during the Term. Accruent is under no obligation to provide Support with respect to: (i) Software that has been altered or modified (ii) software that has been implemented or installed by anyone other than Accruent or its licensors; (iii) a release for which Maintenance has been discontinued; (iv) Software used other than in accordance with the Documentation or the Agreement; (v) discrepancies that do not significantly impair or affect the operation of the Software; or (vi) any systems or programs not supplied by Accruent. If an error was corrected or is not present in a more current version of the Software, Accruent shall have no obligation to correct such errors in prior versions of the Software.

2.2. Maintenance is provided for all Software, unless otherwise noted in the Order Document, provided however that with respect to Partner Software, Accruent’s obligation is limited to using commercially reasonable efforts to obtain Support from the applicable Partner.

2.3. If ordered, Maintenance must be ordered for all License Metrics utilized by Client.

2.4. Fees for Maintenance do not include implementation, training, and other Professional Services, such as project management, conversion, report writing, and external systems interface development.

2.5. It is Client’s responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the Software. Failure to do so could result in (i) extension of any launch dates or timelines; or (ii) delay in the performance of Accruent’s obligations set forth herein.

2.6. Client shall ensure that Accruent’s assigned technical personnel are able to access the System remotely. Client shall be responsible for providing access through any security measures it deems necessary. Accruent alone shall decide whether access to the System is sufficient for Maintenance or Support purposes. **“System”** means the total complement of Software furnished and maintained by Accruent.
2.7. Maintenance and Support starts on the date specified in the applicable Order Document and continues through the expiration of the term set forth in the Order Document (“Initial Term”). Following the end of the Initial Term, Maintenance and Support shall terminate automatically, unless the parties agree in writing to a new term. In the event that the Agreement is terminated in whole, any licenses in Client’s possession and control are thereby forfeited. Following termination of Maintenance and Support, Client’s use of Maintenance and Support will be suspended, and Accruent will not be held liable for any damages or claims arising out of such termination.

3. Hosting of Perpetual License. Should parties elect for Accruent to host the aforementioned license, then Exhibit D applies, and the term of hosting will be the same as term described in 2.6. Any associated costs with the implementation of hosting the licenses the parties will agree to in writing in a SOW.

*** END OF EXHIBIT B ***
EXHIBIT C
Term License

1. LICENSE GRANT – TERM LICENSE. Subject to the terms and conditions of this Agreement and any applicable Order Document, including without limitation the restrictions set forth in Section 6 of the Agreement, Accruent hereby grants to Client a limited, non-exclusive, personal, non-transferable license to, during the Term (i) install, run and use the Software listed in the Order Document, solely for Client’s own business operations and solely as enabled by the license keys, and (ii) use the Documentation in connection with such use of the Software. The Software may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are purchased. Fees are based on License Metrics purchased and not actual usage.

1.1. Copies. Client may make a reasonable number of machine-readable copies of the Software solely for internal backup or archival purposes and may retain such copies for the Term of this Exhibit. All Intellectual Property rights notices must be reproduced and included on such copies. Client shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform Accruent in writing, upon request, of such number and locations.

2. MAINTENANCE
2.1. Accruent will provide Maintenance services to Client during the Term. Accruent is under no obligation to provide Maintenance with respect to: (i) Software that has been altered or modified; (ii) Software that has been implemented or installed by anyone other than Accruent or its licensors; (iii) a release for which Maintenance has been discontinued; (iv) Software used other than in accordance with the Documentation or the Agreement; (v) discrepancies that do not significantly impair or affect the operation of the Software; or (vi) any systems or programs not supplied by Accruent. If an error was corrected or is not present in a more current version of the Software, Accruent shall have no obligation to correct such errors in prior versions of the Software.

2.2. Maintenance is provided for all Software, unless otherwise noted in the Order Document, provided however that with respect to Partner Software, Accruent’s obligation is limited to using commercially reasonable efforts to obtain Maintenance from the applicable Partner.

2.3. If ordered, Maintenance must be ordered for all License Metrics utilized by Client.

2.4. Fees for Maintenance do not include implementation, training, and other Professional Services, such as project management, conversion, report writing, and external systems interface development.

2.5. It is Client’s responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the Software. Failure to do so could result in (i) reserved; (ii) extension of any launch dates or timelines; or (iii) delay in the performance of Accruent’s obligations set forth herein.

2.6. Client shall ensure that Accruent’s assigned technical personnel are able to access the System remotely. Client shall be responsible for providing access through any security measures it deems necessary. Accruent alone shall decide whether access to the System is sufficient for Maintenance purposes. “System” means the Software furnished and maintained by Accruent.

2.7. Maintenance and Support starts on the date specified in the applicable Order Document and continues through the expiration of the term set forth in the Order Document (“Initial Term”).
Following the end of the Initial Term, Maintenance and Support shall terminate automatically, unless the parties agree in writing to a new term.

3. **Hosting of Term License.** Should parties elect for Accruent to host the aforementioned license, then Exhibit D applies, and the term of hosting will be the same as term described in 2.6. Any associated costs with the implementation of hosting the licenses the parties will agree to in a SOW.

*** END OF EXHIBIT C ***
**EXHIBIT D**
Service Level Attachment

Accruent Support ("Support") remotely assists Client with issues during standard business hours and via email, phone support, and its online ticketing system called Accruent Customer Communities. Support is only provided in English. Designated Support Contacts (defined below) are provided support for Incidents in the current and Supported Accruent Releases that run unaltered on designated supported database products, office suite products, web browsers, and/or operating systems, as set forth in Documentation. Accruent is only obligated to provide support for the software as it was delivered by Accruent and will not provide support for any Software that has been altered or modified by any party other than Accruent or its Partners.

1. **DEFINITIONS**

1.1. "After-Hours" processes ensure that, in the case of High Severity Incidents that occur outside of Business Hours, Accruent is addressing critical system issues. For verified High Severity Incidents, Support will begin Incident remediation.

1.2. "Business Hours" Accruent’s U.S. Support Hours are Monday through Friday, 7 AM – 7 PM (Central Times), except for Holidays.

1.3. "Designated Support Contacts" are members of Client’s organization that are the primary liaisons between the Client and Support, and that have been qualified by Accruent. The Designated Support Contact is the Client’s users’ first level of support who logs Client’s internal support requests, and in the event of a technical problem, acts as the sole point of contact for Support. Client understands and acknowledges that if Designated Support Contacts are unavailable, this may adversely affect Accruent’s ability to resolve Incidents. If an Incident case lacks the necessary product or technical knowledge to assist Support in Incident resolution, Support may refer to another member of Client’s organization who has a more detailed understanding of the Incident. Accruent provides direct support for up to 5 Designated Support Contacts per Client, and additional Designated Support Contacts may be purchased separately.

1.4. "Downtime" shall mean: (a) planned weekly downtime, for which Accruent will provide notice in advance and will, to the extent reasonably practicable, schedule on Friday 9 PM - Saturday 2 AM (Central Time); (b) emergency downtime (of which Accruent shall provide 24 hours advance notice, and which will not last more than one hour), which will not last for more than one hour; (c) any excusable delays which shall be governed by FAR 52.212-4(f); (d) any errors that result from Client’s improper use of the Services, or (e) problems caused by Client Data, Client’s power supply, hardware, database, network, web servers, operation, or other environmental factors of Client not within the direct control of Accruent.

1.5. "High Severity" issues are verified by Support as Severity 1 or 2 Incidents, in accordance with Accruent’s Severity Level classifications. In the case of a High Severity Incident, Client must call Support immediately, in order for Support to confirm the impact and severity of the Incident, regardless of Business Hours or Holidays. Incident Response Times do not begin until Support receives a phone call from Client, which ensures immediate response and engagement of After-Hours processes. Non-High Severity Incidents will be addressed during Business Hours.
1.6. “Holidays” are days that the Accruent offices are not open for normal business operations. The holidays which Accruent observes are as follows: New Year’s Day (January 1), President's Day (Third Monday in February), Spring Holiday (Friday before Easter), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Thanksgiving (Fourth Thursday and Friday in November), Christmas Eve (December 24), and Christmas Day (December 25).

1.7. “Incident” refers to an event requiring Client to contact Support. An Incident may describe an issue which causes, or may cause, interruption to, or a reduction in, the quality of the SaaS Services, including problems with or defects in the Software, data related to the SaaS Services, or troubleshooting requests.

1.8. “Response Time” is the amount of time for Support to acknowledge requests, assuming there are no issues with account standing. Response Times are not a resolution goal and should not be interpreted as a guarantee of service.

1.9. “Service Credit” shall mean the average daily subscription fee, calculated by dividing the annual subscription fee for the applicable SaaS Service by 365.

1.10. “Severity” is a level for each case that is assigned solely by Accruent and is based on the possible risk or effect of an Incident on Client’s business operations. Severity shall be classified by Accruent in accordance with Accruent’s Severity Level classifications noted herein.

1.11. “Supported Accruent Release” consists of the current Generally Available (GA) software product offered by Accruent and includes up to 2 major releases from the current GA software product. Any Incidents that occur on Software that is older than Supported Accruent Releases are subject to best effort support when a Supported Accruent Release provides resolution, and Accruent is under no obligation to provide extended support or further development for such Incidents. If Client requires additional support for unsupported Accruent releases, Support may refer Client to Professional Services, which are subject to additional fees.

2. CLIENT TRAINING. Client is responsible for ensuring that all of its appropriate users receive initial training services sufficient to enable Client to effectively use the Software (i.e. attending all relevant training sessions, etc.). Failure to do so could result in (i) at Accruent’s discretion, increased service call fees, if such service calls are deemed excessive as a result of such insufficient training on the part of Client or its users; (ii) extension of any launch dates or timelines; or (iii) delay in the performance of Accruent’s obligations set forth herein.

3. ACCRUENT SEVERITY DEFINITIONS – INCIDENT RESPONSE TIMES. Clients must report Incidents to Support for SaaS Services via either Accruent Customer Communities or email case creation. Once a case is reported into Accruent Customer Communities, Accruent begins measuring Response Time. For High Severity (Severity 1 or 2) Incidents, the Client must call Support immediately so that the process of verifying the Incident can begin. Response Time for Severity 1 or 2 Incidents begins upon the call made to Support.
### Severity Levels

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Description</th>
<th>Target Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A critical Incident that results in a complete system outage or major application failure and prevents Client from performing critical business functions that have immediate impacts to finances or data integrity. There is no workaround available.</td>
<td>1 hour</td>
</tr>
<tr>
<td>2</td>
<td>A serious Incident that prevents the execution of a critical business function, causing disruption of a major business function. It is causing serious impact on daily functions or processing and there is no acceptable workaround.</td>
<td>4 hours</td>
</tr>
<tr>
<td>3</td>
<td>An Incident that does not prevent the execution of a critical business function and does not impact data integrity. The problem may be reasonably circumvented using an available workaround.</td>
<td>2 business days</td>
</tr>
<tr>
<td>4</td>
<td>An inquiry and/or low-impact process issue. Examples include cosmetic defects on screens, errors in documentation, or an enhancement request.</td>
<td>3 business days</td>
</tr>
</tbody>
</table>

### Number of Missed Severity 1 and 2 Target Response Times during a Calendar Month

<table>
<thead>
<tr>
<th>Number of Service Credits</th>
<th>Number of Missed Severity 1 and 2 Target Response Times during a Calendar Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0-1†</td>
</tr>
<tr>
<td>5</td>
<td>2-4</td>
</tr>
<tr>
<td>8</td>
<td>5-7</td>
</tr>
<tr>
<td>12</td>
<td>Over 8</td>
</tr>
</tbody>
</table>

† A single miss of target SLA that occurs for two (2) consecutive months shall grant Client 3 service credits.

### Service Levels – Service Availability (Specific to Hosted Environment)

The SaaS Service is expected to be available twenty-four (24) hours per day, seven (7) days per week (excluding Downtime). In the event Accruent fails to meet an average of 98.5% availability during a particular calendar month (excluding Downtime), Accruent will, as Client’s sole and exclusive remedy, credit to Client’s account one Service Credit for each percentage point below 98.5% availability (excluding Downtime) during such calendar month. Client acknowledges that Accruent does not control the transfer of data over telecommunications facilities, including the Internet. Accruent does not warrant secure operation of the SaaS Services or that it will be able to prevent third party disruptions of such Services. Client acknowledges further that the SaaS Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Accruent is not responsible for any delays, delivery failures, or other damage resulting from such problems.
5. **GENERAL.** Accruent will monitor the availability of the SaaS Service and Response Times for reported Incidents, and any applicable Service Credits will be credited to Client on the following year’s invoice. Client acknowledges and agrees that the allocation of Service Credits shall not result in any refund of Fees, except at the end of the Term or the applicable Renewal Term.

*** END OF EXHIBIT D ***
EXHIBIT E
Data Access and Rights

1. COLLECTION AND OWNERSHIP. Client acknowledges that data regarding its use of the Software ("Usage Data") may be collected from one or more sensors, Internet of Things (IoT) devices, or other data gathering equipment installed or located on Client’s premises (collectively "Devices"), including location(s) owned, occupied, or otherwise under control of Client. If Client has ownership rights to one or more of the Devices, Client owns and retains full access and rights to the Usage Data, or if resold by a field service provider the end user acquires full access and rights as a licensor (and be classified as “Licensor” herein). If Accruent owns one or more of the Devices, notwithstanding the Devices being located on Client’s premises, Accruent shall own and retain full access and rights to the Usage Data.

2. USE AND ACCESS. Each of the parties shall have access to the other party’s Usage Data. However, for avoidance of doubt, Accruent may not, either directly or indirectly, sell or share Accruent-owned Usage Data with any third parties without the prior express written consent of Client. Client may sell or share Client-owned Usage Data to third parties without the consent of Accruent. Unless mutually agreed upon by the parties, in no event may a party sell or share data owned by the other party to or with any third-party. Accruent’s use of the Usage Data shall primarily be for purposes of improving the Services.

3. LICENSE GRANT. Client grants to Accruent a non-exclusive, royalty free license, to use any data and information that Client provides, generates, transfers, or makes available to Accruent for purposes of performing its obligations under the Agreement, as well as to generate Resultant Data for product improvement, product development, marketing, and other business purposes.

4. RESULTANT DATA. Client hereby agrees that Accruent and its successors and assigns may collect, use, publish, disseminate, sell, transfer, and otherwise exploit the collected Usage Data only if such data (i) has been anonymized by Accruent or its designee; or (ii) aggregated with Usage Data from other Clients. For the avoidance of doubt, such anonymized and aggregated Usage Data will be considered a part of Resultant Data as set forth in the Agreement. Resultant Data is used by Accruent to compile statistical, performance information for creation and development of products, product improvements, product creation, and product marketing. Accruent is the sole owner of all right, title, and interest in and to Resultant Data and any conclusions, impressions, understandings, insights, process improvements, or other information derived, extracted, or otherwise obtained by Accruent from Resultant Data, and the Resultant Data shall be owned exclusively by Accruent with all rights thereto, which shall be deemed Accruent’s Intellectual Property for purposes of this Agreement.

5. COMBINATION. Resultant Data and data obtained from other sources may be combined ("Combined Data") either by Accruent or by a third-party data analysis vendor and stored either at an Accruent-controlled repository or a third-party repository in any form of structured, raw, or other data format. Combined Data in any form may be used by Accruent for any lawful purpose. Accruent is the sole owner of all right, title, and interest in and to the Combined Data and any analytics generated from the Combined Data, including the right to collect, use, publish, disseminate, sell, transfer, and otherwise exploit the Combined Data and analytics, which shall be deemed Accruent’s Intellectual Property for purposes of this Agreement.
6. **TRANSPORT, SECURITY, AND STORAGE.** Except for data collected and transported directly from a sensor, Combined Data may be transported by Accruent to a remote or third-party vendor site. Accruent shall take steps to ensure transport of the data is secure, including the use of various encryption technologies and other security measures. Further security shall include maintaining adequate physical controls and password protections for any server or system on which data is stored, and any other measures reasonably necessary to prevent any use or disclosure of data other than as allowed under this Agreement.

7. **AFFILIATION.** Reserved.

*** END OF EXHIBIT E ***
EXHIBIT F
California Consumer Privacy Act Data Processing Provisions

These CCPA Data Processing Provisions (the “CCPA Provisions”) set forth the terms and conditions relating to compliance with the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., (“CCPA”) and related regulations, as may be amended from time to time. The CCPA Provisions shall only apply and bind the Parties if and to the extent Client is a Business under the CCPA. These CCPA Provisions prevail over any conflicting terms of the Agreement, but does not otherwise modify the Agreement. All capitalized terms used in these CCPA Provisions that are not otherwise defined herein or in the Agreement shall have the meanings set forth in the CCPA.

1. Accruent shall process Personal Information only as necessary for the purposes of performing the services under this Agreement on behalf of Client. Accruent shall not (i) sell any Personal Information received from Client; or (ii) retain, use, or disclose the Personal Information provided by or collected on behalf of Client for any purpose other than for the specific purpose of performing the services specified in the Agreement, including retaining, using, or disclosing the Personal Information for a commercial purpose other than providing the services specified in this Agreement.

2. Accruent shall not respond to any requests related to Personal Information processed on behalf of Client other than to inform the requestor that Accruent is not authorized to directly respond to a request, and recommend the requestor submit the request directly to Client.

3. Reserved.

*** END OF EXHIBIT F ***
EXHIBIT G
GDPR Data Protection Provisions
RESERVED

*** END OF EXHIBIT G ***