

**SECOND AMENDMENT TO MASTER SUBSCRIPTION
AND PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO MASTER SUBSCRIPTION AND PROFESSIONAL SERVICES AMENDATORY AGREEMENT, effective as of the date set out on the signature page below (“Effective Date”), by and between **EXTERRO, INC.**, an Oregon corporation whose principal address is 4145 SW Watson Avenue, Suite 400, Beaverton, Oregon 97005 (“Exterro” or “Contractor”) and **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado whose principal address is 1437 Bannock St., Denver, Colorado 80202 (the “City” or “Customer”) (each a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated November 15, 2015, and Amendatory Agreement dated April 5, 2017 (the “Agreement”), for an e-discovery solution paid for on a subscription basis and related professional services; and

WHEREAS, the Parties wish to amend the Agreement to extend the term, increase the compensation to the Contractor, and add a new statement of work and update the order form.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 2.4 of the Agreement entitled “Maximum Contract Liability” is amended to read as follows:

“2.4 Maximum Contract Liability:

Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION NINE HUNDRED EIGHTY THOUSAND FOUR HUNDRED SEVENTEEN AND 84/100 DOLLARS (\$1,980,417.84)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the Exhibits and Work Orders attached to this Agreement. Any services performed beyond those in the attached Exhibits and Work Orders are performed at Contractor’s risk and without authorization under the Agreement. The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for

payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

2. Article 10.1 of the Agreement entitled “Term” is amended to read as follows:

“10.1 Term. The term of the Agreement is from November 1, 2015 through October 31, 2021. The term of any annual subscription shall begin on the Effective Date or as set out on an Order Form. This Agreement shall be terminated at the end of the contract year in the event that the Denver City Council fails to fund the subsequent contract year, as provided in Section 2.4. The City has the right to terminate the Agreement without cause upon forty-five (45) days prior written notice to Exterro, by paying a termination fee equivalent to fifty percent (50%) of the unpaid Service fees for the following year.”

3. A new Section 13, entitled COOPERATIVE PURCHASING, is added to the Agreement which reads as follows”

“COOPERATIVE PURCHASING: The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this Agreement that pricing offered herein to the City and County of Denver may be offered by the Contractor to any other governmental jurisdiction purchasing the same products. The Contractor must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs or damages incurred by any other entity.

4. The Statement of Work labeled as Exhibit A-2 is attached hereto and incorporated by this reference.

5. Order Form No. 003 is attached hereto and incorporated by this reference.

6. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

EXHIBIT LIST:
A-2 Statement of Work
Order Form No. 003

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: TECHS-201524522-02

Contractor Name: EXTERRO, INC.

DocuSigned by:
Karthik Palani
E03EF9BB7A1A420...

By: _____

Name: Karthik Palani
_____ (please print)

Title: COO & CFO
_____ (please print)

ATTEST: [if required]

By: _____

Name: _____
_____ (please print)

Title: _____
_____ (please print)



**ORDER FORM-003
TO THE MASTER SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT (“MSSA”)**

This Order is entered into this ____ day of _____, 2018 (“Order Effective Date”) by and between City and County of Denver and Exterro, Inc. The terms and conditions of that certain Master Subscription and Services Agreement (“Agreement”) dated November 15, 2015 by and between the parties are incorporated herein by this reference. Terms used in this Order will have the same meaning as in the Agreement, unless otherwise indicated. The terms in this Order supersedes the terms specified in all previous Orders signed between both parties.

Software Subscription Fees	
Subscription Term:	From August 16, 2018 through October 31, 2021
Description of Subscription Services:	<p>Exterro Fusion Platform City and County Government discounted package for a Single US Production Instance:</p> <p>New Subscription Services added in this Order:</p> <ul style="list-style-type: none"> • Exterro In-Place Preservation (IPP) for O365 Email, SharePoint and OneDrive - \$35,000 per year • Exterro Data Management Add-on Connector: SharePoint Online - \$9,900 per year <p>Existing Subscription Services from Order Form-001:</p> <ul style="list-style-type: none"> • Exterro Fusion Platform with 25 user licenses, up to 100 active holds and unlimited custodians • Legal Hold Management • Compliance Portal • Employee Change Monitor with 50 monitors and 100 actions • Exterro eDiscovery Data Management for up to two (2) Terabytes of unfiltered data and 2,000 collection agents (Data Management – Advanced search, culling, in-place ECA, predictive intelligence, collection, processing, review, and production) <ul style="list-style-type: none"> ○ Standard Connectors (Desktop, Laptop, Network Share, Office 365 Email) • Managed Review Platform for 50 reviewer licenses • Integration Adapters <ul style="list-style-type: none"> ○ Intelligent HR Integration adapter for employee information from a single consolidated source via CSV ○ Matter Management Integration Adapter for matter information from a single consolidated matter data source via CSV ○ Single Sign-on (SSO) Integration Adapter for Authentication (ADFS or SAML 2.0) • Cloud Hosting, 1 TB Cloud Storage and 1 TB per year of data download limit <p>Existing Subscription Services from Order Form-002:</p> <ul style="list-style-type: none"> • Exterro E-Discovery Data Management OneDrive Connector • Exterro Asset Integration Adapter for data source information from a single consolidated source via CSV
Total Annual Subscription Fees:	Prorated 2017: \$9,355 (August 16, 2018 – October 31, 2018) Year 1: \$336,550 (November 1, 2018 – October 31, 2019) Year 2: \$336,550 (November 1, 2019 – October 31, 2020) Year 3: \$353,380 (November 1, 2020 – October 31, 2021)
Professional Services Fees:	<ul style="list-style-type: none"> • As referenced in a Statement of Work • No travel is anticipated for this project and all work performed remotely
Payment Summary and Terms (U.S. Dollars):	<ul style="list-style-type: none"> • Subscriptions Fees are billed annually in advance • Prorated 2017 Subscription fees (\$9,355) shall be invoiced upon execution of this Order. Full Year 1 Subscription Fees shall be invoiced on September 15, 2018 and annually thereafter

	<ul style="list-style-type: none">• Professional Services Fees shall be invoiced as stated in the Statement of Work
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IN WITNESS WHEREOF, the parties authorized signatories have duly executed this Order Form as of the Order Effective Date.

City and County of Denver

Exterro, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

Exterro Statement of Work

Exterro In-Place Preservation Upgrade

Summary

This Statement of Work provides professional services for the City and County of Denver (CCD) to install and setup Exterro In-Place Preservation (IPP) for Office 365 (Email, SharePoint, and One Drive) and the EDDM SharePoint connector software into the existing Exterro environment. This professional service will include software installation, configuration, validation, go-live, and training.

Professional Services

The following is a list of included services:

- Project Management, Integration Specialist Services, Trainer
- Product documentation and user guide
- Project orientation and requirements workshop
- Guided configuration requirements work session
- Pre-Production system setup
- Pre-Production configuration validation
- End User Training
- Go-Live support and project closure

Roles and Responsibilities

Client Team Members	
Role	Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> • Internal champion to serve as the driver and project owner
Legal Team Representative(s)	<ul style="list-style-type: none"> • Participate in configuration decisions and setup activities as required
Project Manager	<ul style="list-style-type: none"> • Coordinates all Customer resources • Single point of contact for Exterro • Coordination completion of Customer deliverables • Responsible for appropriate issue management and escalation to Executive Sponsor when required • Project planning and project management of Customer resources • Weekly status reporting review • Coordinating of system setup validation • Assist in all client communications • End user training
IT Team	<ul style="list-style-type: none"> • Knowledge of Customer infrastructure, network architecture, servers, security and email systems • Procure, setup, and manage all Exterro required architecture and server technologies • Attend integration workshop and provide input into the technical solution • Support and enable successful software installation by Exterro

	<ul style="list-style-type: none"> • Provide approved access to the system as needed • Map and prepare integration data • Establish all Exterro required permissions and security accounts • Perform joint system validation • Responsible for all integration data, formatting, and data integrity
Configuration Testing	<ul style="list-style-type: none"> • Develop use-case specific test plans • Conduct system validation tests • Identify and communicate issues to project manager and IT team
Training and Communications	<ul style="list-style-type: none"> • Document communication strategy for project and rollout • Write any custom help text required by Customer • Participate in validation efforts • Assist in the design and delivery of end user training

Exterro Professional Services Team Members	
Role	Responsibilities
Customer Success Manager	<ul style="list-style-type: none"> • Successful implementation on time and budget • Co-ordination of all Exterro resources • Project planning and project management • Budget and scope control • Weekly status reporting • Issue management and appropriate escalation • Solution configuration workshop planning and execution • Requirements / configuration analysis • Coordination of Testing and training • Support Testing through issues resolution and coordination • Single point of contact for Customer • Walk Customer Project Manager through SOW at the start of the project to align expectations and responsibilities of both parties and ensure the mutual understanding. • Prepare, review and administer Project Change Control Procedures with the Customer Project Manager. • Manage, control, and direct all Exterro employees and subcontractors engaged in this project per the tasks outlined in this SOW and keeping the Customer Project Manager apprised of these tasks. • Take direct action, as appropriate, with Exterro employees to rectify deviations from plans, schedules, or procedures which are agreed to by Exterro and Customer. • Communicate directly with the Customer Project Manager on matters where Exterro requires appropriate action from Customer personnel to rectify deviations. • Prepare and submit weekly written status reports and percentage of completion of the project plan tasks to the Customer Project Manager.
IT Architect	<ul style="list-style-type: none"> • Knowledge of the Exterro hosted infrastructure and system administration

	<ul style="list-style-type: none"> • Create the necessary server environments required to install Exterro software • Create the necessary databases as defined in Exterro system specifications to install Exterro database • Successful technical implementation of configurable applications and any new integration development for Customer engagements (on time and on budget) • Infrastructure & integration management – Gateway architecture assessment
Configuration Specialist	<ul style="list-style-type: none"> • Successful configuration of Exterro application and workflow to match Customer business requirements • Configuration setup and validation of Exterro software • Support Testing through issues resolution and coordination
Integration Specialist	<ul style="list-style-type: none"> • Integration workshop execution • Integration specification documentation • Implementation and Testing of any required integration files • Setup and perform joint data transfer validation with Customer • Support Testing through issues resolution and coordination
Deployment Specialist	<ul style="list-style-type: none"> • Gateway infrastructure validation • Site Installation and configuration in PRE-PROD and PROD • Support Testing through issues resolution and coordination
Trainer	<ul style="list-style-type: none"> • Planning and execution of training as outlined in SOW

Assumptions

- All work for this project will be performed remotely during the working hours between 7:30 am and 5:30pm Pacific time unless otherwise mutually agreed by project team resources
- CCD will comply with all software configuration requirements
- In-Place Preservation will integrate with CCD systems only. DIA is not included in the scope of setup, configuration, integration, or any other related services. All existing production products, integrations and configurations not related to the data migration will remain unchanged during the data migration unless otherwise mutually agreed
- CCD will provide the necessary technical resources to produce migration data into the proper required format
- CCD will provide the required services accounts and source data information for IPP data source population. The data source population can be facilitated through HR or Asset Integration methods and may require additional licensing.
- Validation will consist of use case testing of the IPP tool to qualify if it connects to the target system, properly flags and unflags the data source for preservation and reports it properly in Exterro and the target system.
- The project schedule is not to exceed 45 working days from the time of project kickoff to production
- Travel is not required for this project. Travel is billed to the client as incurred.
- Additional training is billed as incurred at an additional \$3,400 per day for up to 10 students.

Deliverables

Below are the deliverables of the project. All deliverables are to be reviewed and accepted by CCD within 10 working days of receipt, otherwise deliverables will be deemed accepted

- IPP Connector Configuration Guide
- In-Place Preservation installed, configured, and functional
- EDDM SharePoint connector installed, configured, and functional
- System Configuration Requirements Document is Updated with IPP requirements

Project Change Control

A change order may be required when there are changes to the scope, deliverables, timelines, estimated schedule or assumptions within this Statement of Work which result in an increase in the estimated effort of this Project. This may result in the requirement for additional funding which will be formally requested through a change request to this Statement of Work. All change orders including those requiring additional funding will be mutually agreed upon by signature between Exterro and Customer prior to initiating the additional work associated with such change.

Project Schedule

Primary Objectives	Duration
Project Orientation	1 - 3 days
Requirements Delivery	5 days
System Configuration	Up to 5 days
IPP Validation	Up to 5 days
Training (Remote Instructor-online)	Up to 1 day
Go-live and Project Closure	1 day

CCD will need to participate in any planning and decision-making meetings. CCD is required to establish trust relationship for IPP integration requirements. Additionally, a designated CCD representative will need to conduct acceptance validation of IPP and final documentation.

Associated Professional Services Costs & Payment Schedule

Professional Services \$12,500 fixed fee
100% due upon execution of this statement of work

Authorization

The signature of both parties authorizes the changes effective immediately.

Exterro, Inc. Authorized Signature

Date

Name

Title

Client Authorized Signature

Date

Name

Title