

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

THIS AMENDMENT TO MASTER SUBSCRIPTION AND PROFESSIONAL SERVICES AMENDATORY AGREEMENT, effective as of the date set out on the signature page below (“Effective Date”), is by and between **EXTERRO, INC.**, an Oregon company 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 (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 for an additional two years of subscription, increase the compensation to the Contractor, add professional services and functionality, and upgrade the operating platform version.

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:

“Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE HUNDRED TWENTY-FIVE THOUSAND TWO HUNDRED EIGHTY-TWO AND 84/100 DOLLARS (\$925,282.84)** (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. The Statement of Work (Version 5 Upgrade) and Order Form-002 is attached hereto and incorporated by this reference.

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

EXHIBIT LIST:
Statement of Work (Version 5 Upgrade)
Order Form-002

[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-201524522-01

Contractor Name: EXTERRO INC

By: _____
DocuSigned by:
Karthik Palani
E03EF9BB7A1A420...

Name: Karthik Palani
(please print)

Title: EVP, Global Operations
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Statement of Work

City and County of Denver – Version 5 Upgrade

Summary

Exterro will provide professional services to upgrade the City and County of Denver's (CCD's) existing hosted Fusion products and integrations to version 5. This effort will be delivered in a single-phase project and include an additional Microsoft OneDrive connector implementation. The objective of this Statement of Work (SOW) is to define and agree to the work to be accomplished, estimated schedule, and costs.

Scope

Upgrade services will support hosted implementation for:

- Existing Exterro Fusion Platform and Products Upgrade to Version 5 (\$16,630)
- Install, configure, and test the Microsoft OneDrive connector (\$9,900)
- Install, configure, and test the Exterro Asset Integration Adaptor (\$9,900)

Professional Services

The professional services for this engagement include the following services:

- Project management
- Upgrade assessment and planning
- Infrastructure profile assessment and update where needed
- New Feature Configuration Review
- Business process assessment
- Business configuration training and support
- Connector install, configuration and testing support
- Issue resolution of all Priority 1 and 2 level items
- Production cutover
- Go-Live

Deliverables

- Implementation plan & Welcome Kit
- Project kickoff
- Weekly project status reports
- Requirements workshops
- Business process reviews (New 5.0 features only)
- 5.0 Upgrade Standard Configuration Requirements Document
- PRE-PROD system delivery
- Configuration guidance and support
- Exterro validation
- End User Training
- PRE-PROD to PROD Transition
- Final project documentation
- Go-Live

Roles and Responsibilities

CCD 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 CCD resources Single point of contact for Exterro Coordination completion of CCD deliverables Responsible for appropriate issue management and escalation to Executive Sponsor when required Project planning and project management of CCD resources Weekly status reporting review Coordinating of testing and training
IT Team	<ul style="list-style-type: none"> Knowledge of CCD infrastructure, network architecture, servers, security, and email systems Create the necessary server environments as defined in Exterro system specifications document to install Exterro software Create the necessary databases as defined in Exterro system specifications to install Exterro database Attend integration workshop and provide input into the technical solution Setup and perform joint integration testing with Exterro Responsible for all integration data, format, data integrity, and application programming interface
Testing	<ul style="list-style-type: none"> Develop test plans, using Exterro standard test cases and with Exterro guidance, for integration and User Acceptance Testing (UAT) 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 CCD Participate in UAT and training Assist in the design and delivery of end user training

Exterro Professional Services Team Members	
Role	Responsibilities
Client 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 client • Walk CCD 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 CCD 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 CCD 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 CCD. • Communicate directly with the CCD Project Manager on matters where Exterro requires appropriate action from CCD personnel to rectify deviations. • Prepare and submit weekly written status reports and percentage of completion of the project plan tasks to the CCD Project Manager.
IT Architect / Technical Manager	<ul style="list-style-type: none"> • Successful technical implementation of configurable applications and any new integration development for client engagements (on time and on budget) • Infrastructure & integration management - architecture assessment
Configuration Specialist	<ul style="list-style-type: none"> • Successful configuration of Exterro application and workflow to match client business requirements (as needed) • Configuration setup and validation of Exterro software • Support testing through issues resolution and coordination

Assumptions

This SOW and Exterro's estimates to perform the SOW are based on the following key assumptions. Changes to this SOW will be processed in accordance with the procedure described in "Project Change Control Procedure". The investigation and the implementation of changes may result in modifications to the estimated services, schedule, charges, or other terms of this SOW.

1. Exterro will provide services under this SOW during normal business hours, 8:30 A.M. to 5:30 P.M. Monday through Friday in the Pacific Time zone except weekends, holidays, and planned vacation schedules unless mutually agreed otherwise.
2. All data necessary for pre-existing integrations will be passed by CCD to Exterro SFTP server for existing integrations as-is. Data necessary for the Exterro asset integrations will be delivered via CSV feed over SFTP transfer to the Exterro hosting servers. The CSV file will comply with Exterro asset integration requirements.
3. The Single Sign-On (SSO) integration for authentication between CCD security infrastructure and Exterro server will operate as is.
4. Services provided by Exterro professional services under this SOW are for upgrade and implementation of all software listed under project scope in one (1) customer environment that will be utilized in a two-staged approach. These two (2) stages are identified as PRE-PROD and PROD. The PRE-PROD stage is for functional and technical validation and the PROD instance is for live production use. The version 5 PRE-PROD stage will be separate from the current version 4 PROD environment. Once the version 5 PRE-PROD stage is accepted and promoted to version 5 PROD, the version 4 PROD environment will no longer be available.
5. CCD will provide appropriate subject matter experts to fulfill technical and business requirements for the Microsoft OneDrive connector setup, testing and issue resolution.
6. User testing will be performed following Exterro standard test scripts by CCD. Exterro will provide issue resolution for priority 1 and 2 issue items. Exterro will validate all upgraded technical components. No other testing is in scope.
7. Project effort will convene immediately upon execution of this SOW and will last no longer than 90 business days from the kickoff unless alternative dates are mutually agreed.
8. Exterro will provide standard documentation and support the completion of each identified deliverable in this SOW. Any documentation request not identified in this SOW will require mutual authorization to commence work and may result in a change order.

Estimated Upgrade Schedule

The following project milestones illustrate the implementation approach to upgrade the CCD Exterro systems. All work will be performed during business hours in the Pacific Time zone unless otherwise mutually agreed.

PROJECT MILESTONES	DURATION
Project planning and initiation	3 days
Remote Project kickoff	1 day
Remote Upgrade and business process assessment	2 days
Technical and business configuration requirements	7 days
PRE-PROD deployment	2 days
PRE-PROD configuration, Asset Integration & OneDrive connector setup	3-5 days
System, Integration and Connector Validation	2 days
Configuration testing and upgrade acceptance	5 days
Priority 1 and 2 Issue resolution	5 days
Final acceptance	5 days
End user training	1 day
Production Freeze	7 days
PRE-PROD to PROD cutover	3-5 days
GoLive	1 day
Project close	1 day

Acceptance Criteria

- Kickoff is complete with baseline project plan for the 5.0 upgrade
- PRE-PROD environment is up and running with Microsoft OneDrive installed
- User acceptance testing has no Priority 1 or 2 level issues
- All final Exterro documentation is delivered to CCD
 - System Configuration Requirements Document (SCR)
 - Role Based Access Control Configuration
 - Standard Product Quick Guides
- PROD environment is up and running
- End Users are trained
- Go-Live and support transition training meeting is complete
- Shadow support completes (the project is closed upon the final day of shadow support)

Professional Services Costs and Payment Schedule

SERVICES	PRICING
Version 4 Upgrade to Version 5 Implementation Services	\$16,630
Microsoft OneDrive Connector Implementation Services	\$9,900
Asset Integration Implementation Services	\$9,900
One day of End User Training	WAIVED
Total	\$36,430

The estimated professional services amount of \$36,430 will be invoiced per the following schedule:

- \$12,150 on April 10, 2017
- \$12,150 on May 10, 2017
- \$12,130 on June 10, 2017
- Additional onsite training is billed at \$3,400/day for up to 10 students and \$195 per additional student.
- All travel and expenses pre-approved by the CCD project manager are billed as incurred.
- Time and effort to support activities outside of the work designated in this Statement of Work will be pre-approved by CCD and invoiced at Exterro’s standard hourly rate.

**ORDER FORM-002
TO THE MASTER SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT (“MSSA”)**

This Order is entered into this 10th day of April, 2017 (“Order Effective Date”) by and between City and County of Denver and Exterro. 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.

Software Subscription Fees	
Subscription Term:	From April 10, 2017 through October 31, 2018
Description of Subscription Services:	Exterro Platform discounted package for a Single US Production Instance: <ul style="list-style-type: none"> • Exterro E-Discovery Data Management OneDrive Connector - \$20,000/year • Exterro Asset Integration Adapter for data source information from a single consolidated source via CSV - \$15,000/year
Total Annual Subscription Fees:	Year 1 Subscription Fee - \$35,000 (04/10/2017 – 04/09/2018) Year 2 Subscription Fee - \$21,450 (04/10/2018 – 10/31/2018)
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 • 100% (\$35,000) of first year Subscription fees shall be invoiced upon execution of this Order • Professional Services Fees shall be invoiced as stated in the Statement of Work