

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

THIS THIRD 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, Amendatory Agreement dated April 5, 2017, and Second Amendatory Agreement dated October 11, 2018 (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 **THREE MILLION THREE HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS AND NINETEEN CENTS (\$3,328,877.19)** (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, 2024. 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 fiftypercent (50%) of the unpaid Service fees for the following year.”

3. The Statement of Work labeled as Exhibit A-3 is attached hereto and incorporated by this reference.

4. Order Form No. 002 is attached hereto and incorporated by this reference.

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

6. This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

EXHIBIT LIST:

A-3 Statement of Work
Order Form No. 002

[SIGNATURE PAGES FOLLOW]

By:

Contract Control Number:
Contractor Name:

TECHS-202159893-03 (201524522-03)
EXTERRO INC

By:  E03EF9BB7A1A420...

Name: Michelle Spencer
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Statement of Work (SOW) Exterro Software Implementation

This Statement of Work "SOW" defines the scope of work to be accomplished by Exterro, Inc. (Exterro) for City of Denver ("Customer") under the terms and conditions of this SOW and the Master SaaS License and Services Agreement dated November 1, 2021 (the "Agreement"). The tasks to be performed by Exterro are defined and a Project schedule is provided.

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 Project Schedule, Charges, or other terms of this SOW.

Project Scope

Exterro shall provide professional services to configure Data Source Discovery for Microsoft O365 Data Sources (Exchange, OneDrive, SharePoint and Teams). In addition, Exterro will add the Microsoft (cloud) SharePoint and Teams connectors for both In-Place Preservation (IPP) and Exterro Discovery Data Management (EDDM).

Exterro Deliverables

The Deliverables from Exterro for this engagement shall include the following:

- Exterro will configure service accounts, provided by Customer, to bring in custodian data to the Exterro platform from: O365 Data Sources (Exchange, OneDrive, SharePoint and Teams)
- Exterro will configure SharePoint and Teams for IPP and EDDM

Acceptance Criteria

In addition to the terms provided under the Agreement, the following criteria must be met by Exterro prior to Customer's acceptance of Exterro Professional Services:

Data Source Discovery is configured and able to connect to populate custodian data source information for:

- Cloud Data Sources: Office 365, Exchange Online, Teams SharePoint and OneDrive
- Preservations and ECAs and Collections are enabled for SharePoint and Teams.

Estimated Schedule

Work is estimated to take 30 days and not to exceed 45 business days from kickoff to completion.

Project Change Control Procedure

A change order may be required when there are changes to the scope, deliverables, timelines, estimated schedule, exclusions or assumptions within this Statement of Work which result in an increase in the effort of this Project. This may result in the requirement for additional funding which will be formally requested through a change order 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.

Assumptions

Under this SOW, the Parties estimated performance of obligations and responsibilities provided in this SOW are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Project Change Control Procedure.

1. Exterro requires the setup of individual user accounts with appropriate User login access to the Exterro system for the Exterro Project Team during the Project and preferably for support personnel for ongoing support purposes.
2. Appropriate subject matter experts will be provided by Client to fulfill technical and business requirements assigned to the Client as detailed in this agreement. Onsite services are not in scope.



EXHIBIT A-3



3. Project begins immediately upon execution of this SOW.
4. Work duration is not to exceed 45 business days between the initiation to completion
5. Professional Services are limited to the deliverable listed in the Exterro Deliverable section of this SOW.
6. Connectors, including O365, previously configured in Customer's Production environment will also be configured for Data Source Discovery.
7. New Connectors/Data Sources not identified as Exterro Deliverables are not in scope.
8. Changes to on-Prem Data Sources are not in scope.
9. Work to be completed in Customers current Production Environment. Additional instances will require additional licensing and separate services fees.
10. Validation is limited to items listed in Exterro Deliverables. Dedicated stress, penetration, and any other QA related testing is not included.
11. Training Services are not in scope.
12. Service accounts will be provided by the Client with the appropriate service credentials to properly connect to each target data source connector.

Service Fees and Payment Schedule

SERVICES	Price
Existing Custodian Data Source Integration Transition from Asset File to Exterro Data Source Discovery for Office 365; Desktop/Laptop/Network Share.	\$11,700
Total	\$11,700

Pending project activities that are within Customer's control that delay project completion beyond the 45 business days from the project Kickoff may result in additional Professional Services that are invoiced at a flat rate of \$1740 per week.

All Customer pre-approved travel and related expenses will comply with Customer travel policies and will be billed as incurred and without markup.

Signatures

City of Denver

Exterro, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed



Exhibit 002

ORDER FORM-002

This Order is entered into November 1, 2021 ("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 2, 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 and Professional Services: Description and Fees	
Subscription Term:	Three (3) Years Commencing on November 1, 2021
Description of Subscription Services:	<p>Fusion Platform with Legal Hold Package for a Single US Production Instance:</p> <p>Exterro Fusion Platform with 25 user licenses, up to 100 active Legal Holds and unlimited custodians</p> <ul style="list-style-type: none"> • 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, Email, Network Share ◦ Additional Connectors: Office 365, OneDrive & SharePoint • Managed Review Platform for 25 reviewer licenses • Fusion Integration Adapters <ul style="list-style-type: none"> ◦ Fusion Intelligent HR Integration adapter for employee information from a single consolidated source via CSV ◦ Fusion Matter Management Integration Adapter for matter information from WK Passport ◦ Fusion Single Sign-on (SSO) Integration Adapter for Authentication (ADFS or SAML 2.0) • In Place Preservation for Exchange Online and O365 (OneDrive) • Cloud Hosting: 1TB Cloud Storage and 1TB per year of data download limit <p>Products Added to this Order Form:</p> <ul style="list-style-type: none"> • Additional 200 active Legal Holds for a total of 300 • Additional 5TB of Cloud Storage for a total of 6TB • EDDM Connector: O365 (Teams) • In Place Preservation Connector: O365 (Teams) • Data Source Discovery • O365 Explorer • Annual inFusion Passes <ul style="list-style-type: none"> ◦ 3 Passes per year for the term of this contract
Total Annual Subscription Fee:	<p>\$422,349 Annually (Total of \$1,267,047 for Three (3) Years)</p> <p>Plus balance owed of \$5,500 for 2020 – 2021 Term</p>
Professional Services Fee:	\$11,700 One-Time Fee
Payment Summary and Terms (U.S. Dollars):	<ul style="list-style-type: none"> • Billed Annually in Advance. • Applicable Sales Tax (if any) are not included in the above Subscription Fees, but will be applied to the annual invoices

[Signature Page Follows]

Exhibit 002



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