

# Framework Agreement

For the provision of Software as a  
Service



One company: Infinite possibilities



## Master Service Agreement for the Provision of Software as a Service

This Master Service Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 20[ ]

### BETWEEN:

1. McLaren Software Inc a California corporation with its registered office at 10375 Richmond Avenue, Suite 825, Houston, Texas 77042 ("Supplier"); and
2. Public Building Commission of Chicago, an Illinois municipal corporation with its office at Room 200, Richard J. Daley Center, 50 W. Washington Street, Chicago, Illinois 60602 ("Customer").

### 1. DEFINITIONS

In this Master Service Agreement and for the purposes of any Order Forms hereunder the following expressions have the meanings set opposite unless the context requires other wise:

|                                |                                                                                                                                                                                                                                                                                                                          |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 'Agreement'                    | shall mean this Master Service Agreement together with the terms of any relevant Order Form;                                                                                                                                                                                                                             |
| 'Business Day'                 | shall mean Monday through Friday, 8:00 a.m. EST to 5:00 p.m. EST, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.                                                                                                                                                      |
| 'Business Partners'            | shall mean those third parties (such as Customer's contractors, sub-contractors, clients, consultants and sub-consultants) who Customer wants to access the Shared Workplace and use the Service for the Project and who have registered with and been accepted by Supplier;                                             |
| 'Charges'                      | shall mean the non-refundable fees which Customer agrees to pay to Supplier for the use of the Service pursuant to Clause [6.1] and as detailed on the Order Form;                                                                                                                                                       |
| 'Commencement Date'            | shall mean the date of commencement of a Project as indicated on an Agreed Order;                                                                                                                                                                                                                                        |
| 'Completion Date'              | shall mean the date of completion of a Project as indicated on an Agreed Order;                                                                                                                                                                                                                                          |
| 'Documents'                    | [Note: UK legislation]; shall mean any electronic documents relating to the Project;                                                                                                                                                                                                                                     |
| 'Intellectual Property Rights' | shall mean any patents, copyright, database rights, design rights, registered designs, trademarks or service marks or knowhow (whether registered or not and including any applications or rights to apply for registration) and all rights or forms of protection of a similar nature subsisting anywhere in the world; |
| 'Master Service'               | shall mean this document;                                                                                                                                                                                                                                                                                                |

|                           |                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 'Agreement'               | shall mean any order(s) for the provision of the Service placed by Customer with Supplier;                                                                                                                                                                                                                                                                   |
| 'Order Form'              | shall mean Supplier's policy for protecting Customer's and its Business Partners' information published on the Web Site;                                                                                                                                                                                                                                     |
| 'Privacy Policy'          | shall mean the project(s) carried out by Customer and its Business Partners for which Customer requires the Service as detailed on the Order Form;                                                                                                                                                                                                           |
| 'Project'                 | shall mean the service (together with any related support) and the Set-Up provided by Supplier and by which Customer and its Business Partners can access the Shared Workplace, post, amend and annotate Documents and view the progress of the Project over the internet;                                                                                   |
| 'Service'                 | shall mean the service levels Supplier will provide to Customer for the Service and Set Up as set out in Annex 1 attached to this Master Service Agreement;                                                                                                                                                                                                  |
| 'Service Level Agreement' | shall mean the initial set-up and training Supplier will provide to Customer for the Service and Set Up as contained in Annex 1 attached to this Master Service Agreement;                                                                                                                                                                                   |
| 'Set Up'                  | shall mean any software owned by or licensed to Supplier by third party licensors for the provision of the Service;                                                                                                                                                                                                                                          |
| 'Software'                | shall mean that part of the Web Site dedicated to use by Customer and its Business Partners on a Project and where the Documents and other information relating to the Project are stored;                                                                                                                                                                   |
| 'Shared Workplace'        | shall mean the term for which Supplier will provide the Services to Customer on a Project, such term commencing on the Commencement Date and continuing until the Completion Date. Except as otherwise expressly provided in this Master Service Agreement, Supplier is obliged to provide and Customer is obligated to pay for the Service during the Term; |
| 'Term'                    | shall mean <a href="http://www.mclarensoftware.com/clientlogins">www.mclarensoftware.com/clientlogins</a> and all web pages and content of that web site (including the Shared Workplace) from time to time;                                                                                                                                                 |
| 'Web Site'                | Section headings are for reference purposes only and shall not affect the construction or interpretation of the Agreement.                                                                                                                                                                                                                                   |
|                           | Any amendment or variation to this Master Service Agreement or any Order Form hereunder should be implemented pursuant to an agreed change control procedure and no amendments to this Master Service Agreement or any Agreement shall be valid unless signed in writing by both parties.                                                                    |



|       |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.    | <b>ENTIRE AGREEMENT</b> | This Master Service Agreement and any other documents referred to herein together with a relevant Order Form constitute the entire Agreement between Supplier and Customer in relation to the subject matter of each applicable Order Form, and supersede all proposals, oral and written, between the parties in respect of the subject matter of this Master Service Agreement and the applicable Order Form. No other terms and conditions (including any set out in any purchase order issued by Customer) or prior representations of Supplier or Customer shall apply unless agreed in writing by Supplier and Customer in an Order Form.                                                         |
| 2.1   |                         | The terms and conditions of this Master Service Agreement shall only become binding in relation to an order for the provision of the Service between Supplier and Customer upon signature on the relevant Order Form by an authorised signatory of Supplier and Customer.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 2.2   |                         | In the event of any conflict between the terms and conditions of this Master Service Agreement and an Order Form, then the relevant provision(s) of this Master Service Agreement shall prevail, unless such provisions are expressly identified to be superseded in the Order Form.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2.3   |                         | <b>USE OF THE SERVICE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3.    |                         | The Service is owned and operated by Supplier and is provided to Customer for use by Customer and its Business Partners. By submitting an Agreed Order, Customer agrees to take and pay for (and by accepting the Agreed Order Supplier agrees to provide) the Service for a particular Project for the Term.                                                                                                                                                                                                                                                                                                                                                                                           |
| 3.1   |                         | Each Project's Shared Workspace shall be entitled to such amount of storage space as is indicated on an Agreed Order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 3.2   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 4.    |                         | <b>LICENCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 4.1   |                         | Supplier on behalf of itself and any third party licensor(s) of the Software retains all rights and title to the Software, the Web Site, the Service and the Set Up and, except as set out below, no Intellectual Property Rights or goodwill therein are transferred to Customer or its Business Partners.                                                                                                                                                                                                                                                                                                                                                                                             |
| 4.2   |                         | In relation to the Service and the Software:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 4.2.1 |                         | Customer is granted a non-exclusive, non-transferable right to use the Service and the Software together with the right to permit its Business Partners to use the same;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 4.2.2 |                         | Customer agrees not to (and agrees to procure that its Business Partners do not) copy or transfer the Service or Software or reverse assemble, decompile or otherwise attempt to derive source code from the Service or Software; and                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4.2.3 |                         | Customer (on behalf of itself and its Business Partners) agrees to comply with all governmental or other regulations relating to the use of the Service or Software.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4.3   |                         | Customer and its Business Partners may only download and print extracts from the Web Site for their own use.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 4.4   |                         | Customer and its Business Partners must not remove or alter copyright and other proprietary notices contained on the Web Site.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 4.5   |                         | Other than proper use of the Service in accordance with an Agreement, Customer and its Business Partners may not commercially exploit the Web Site (or any part of it) in any way.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4.6   |                         | Customer and its Business Partners own the Content placed on the Shared Workplace. Except for the rights granted herein, an Agreement does not transfer any Intellectual Property Rights in the Documents posted on the Shared Workplace from Customer or its Business Partners to Supplier.                                                                                                                                                                                                                                                                                                                                                                                                            |
| 4.7   |                         | In relation to the Documents posted on the Shared Workplace Customer (on behalf of itself and its Business Partners) grants Supplier a non-exclusive, non-transferable right to have the Documents posted in the Shared Workplace and any other Intellectual Property Rights required but only for the purposes of Supplier fulfilling its obligations under an Agreement. Supplier shall have no right to use the Intellectual Property Rights of Customer or its Business Partners for any purpose other than providing the Service.                                                                                                                                                                  |
| 4.8   |                         | Customer accepts responsibility and liability for the acts and/or omissions of its temporary staff or sub-contractors or Business Partners in relation to any breaches of the Software licence or its/their obligations under these terms and conditions by such temporary staff or sub-contractors or Business Partners and will cause its Business Partners to indemnify and hold harmless Supplier against all liability, loss, damages, reasonable costs and expenses incurred or suffered by the Supplier as a result of any such breach.                                                                                                                                                          |
| 5.    |                         | <b>CONTENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5.1   |                         | Supplier does not verify or assume any responsibility for the completeness or accuracy of the content provided by Customer or its Business Partners or any other third parties accessing the Shared Workplace or elsewhere on the Web Site. This includes, without limitation, any Documents, requests for further information or responses to them (together the "Content").                                                                                                                                                                                                                                                                                                                           |
| 5.2   |                         | Customer and its Business Partners must ensure that they have, and will maintain, adequate computer hardware and software to ensure transmission of the Documents and to access the other functions of the Service. Supplier shall not be responsible for any delay or failure to transmit, download or upload data from, to or via its computer systems if Customer or its Business Partners fail to comply with this requirement.                                                                                                                                                                                                                                                                     |
| 5.3   |                         | Supplier may remove any of the Content within 7 days of giving written notice that it considers it to be defamatory, offensive or otherwise illegal if Customer has not provided an adequate written explanation as to why it should remain in the Shared Workplace.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6.    |                         | <b>THE SUPPLIER'S OBLIGATIONS, RIGHTS AND WARRANTIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 6.1   |                         | Supplier warrants that it will:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 6.1.1 |                         | provide the Service and Set Up with due care and skill and in accordance with good industry practice;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6.1.2 |                         | provide the Service and Set Up in accordance with the Service Level Agreement;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 6.1.3 |                         | use all reasonable endeavours to maintain the Service as an uninterrupted Service;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 6.1.4 |                         | use any data supplied to it solely for the purposes of providing the Service;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6.1.5 |                         | not disclose data supplied to it for the Shared Workplace to any third party other than to Business Partners authorized to access the Shared Workplace or otherwise in accordance with any Agreement;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6.2   |                         | Apart from the express terms set out above, no conditions, warranties or other terms apply to the Service and the Service is provided on an "as is" basis. Supplier does not make, and hereby disclaims to the extent permitted under applicable law, any and all other express and/or implied warranties, included but not limited to warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage or trade practice. Except as provided in Annex 1, Supplier does not warrant that the Service will be uninterrupted, error-free or completely secure. Customer acknowledges that the Service may be down for normal maintenance.       |
| 6.3   |                         | Supplier does not and cannot control the flow of data to or from its network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the internet (or portions thereof). Although Supplier will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, it cannot guarantee that such events will not occur. Accordingly, provided Supplier is not at fault, Supplier disclaims any and all liability resulting from or related to such events. |
| 6.4   |                         | Customer accepts responsibility and liability for the acts and/or omissions of its Business Partners in relation to any breaches of the Software licence or its/their obligations under these terms and conditions by such Business Partners and will cause its Business Partners to indemnify and hold harmless Supplier against all liability, loss, damages, reasonable costs and expenses incurred or suffered by Supplier as a result of any such breach.                                                                                                                                                                                                                                          |



- 6.5 Supplier reserves the right to include means within the Software to limit Customer's use of the Software to the correct licensed number of users.
- 6.6 Customer shall be entitled to make such copies of the Software in machine readable form as are reasonable for back-up purposes or disaster recovery purposes only. Subject to the provisions of this Clause 6.6, Customer may not use, copy, modify, amend, alter or transfer the Software or any copy, adaptation, transcription or merged portion thereof. Save as expressly permitted by law, Customer may not reverse engineer, decompile or disassemble the Software.
- 6.7 Title, copyright and all other proprietary rights in the Software and the Intellectual Property Rights shall remain vested in Supplier and/or its suppliers.
- 7. CUSTOMER'S OBLIGATIONS**
- 7.1 Customer will provide true, accurate, current and complete information on the Agreed Order and keep Supplier informed of any matters which relate to Customer or its Business Partners and may have an effect on Supplier's ability to provide the Service.
- 7.2 Customer shall not utilize the Service other than for use on a [particular Project] identified on an Agreed Order and shall not resell the Service to any third parties or allow any third parties to use the Service other than its Business Partners for the Project identified on the Agreed Order.
- 8. USE BY BUSINESS PARTNERS**
- 8.1 Customer agrees to ensure that its Business Partners are made aware of Customer's obligations under an Agreement. In case a Business Partner is not utilizing the Service in the interest of a Project, Customer authorizes Supplier to take any necessary and appropriate action in relation to such Business Partner.
- 9. CHARGES**
- 9.1 The non-refundable Charges for the Service are as set out on the Agreed Order.
- 9.2 The period for payment from receipt of a correctly presented invoice is thirty (30) calendar days. An invoice for the provision of the Service will be remitted to a Customer on the Commencement Date. If an Agreed Order indicates that there are recurring Charges for the Service these will be billed at such times as are indicated on the Agreed Order.
- 9.3 Any expenses incurred in the provision of the Service will be billed at the end of the month incurred, unless the total value in the month is less than \$\_\_\_\_\_, in which case they will be invoiced at the end of the quarter incurred. Customer agrees to reimburse Supplier for actual out-of-pocket expenses incurred in providing the Set-Up and Service to Customer, provided any expenses above \$\_\_\_\_\_ per month are incurred only with the prior approval of Customer. Customer agrees that should it request Supplier to assist with internal technical or infrastructure problems which are causing problems with access to the Service and such problems are not connected with Supplier or the Service Customer shall pay Supplier a fee of \$\_\_\_\_\_ per hour for the time spent investigating the problem. In addition Supplier reserves the right during the Term to pass on to Customer any increases in any third party charges necessary for the provision of the Service.
- 9.4 Intentionally omitted.
- 9.5 Intentionally omitted.
- 9.6 Intentionally omitted.
- 9.7 In any case where Charges are calculated or incurred by reference to a currency other than pounds sterling, fees and expenses will be converted into pounds sterling on the billing date at the then applicable average National Bank exchange rate.
- 10. PERFORMANCE**
- 10.1 Supplier warrants that it has full title to and/or the authority to grant licenses or sub-licenses (as appropriate) of the Software and give access to the Service.
- 10.2 Save for the warranty set out above any specific warranties given by Supplier in an applicable Agreed Order the Service is provided "as is" and any and all other terms, conditions, representations, warranties and undertakings, whether express or implied are hereby excluded to the fullest extent permitted by applicable law.

- 11. TERMINATION**
- 11.1 An Agreement may be terminated forthwith by either party on written notice if the other party is in material breach of the terms of the Agreement and, in the event of a breach capable of being remedied, fails to remedy the breach within thirty (30) calendar days of receipt of notice thereof in writing.
- 11.2 Either party may terminate this Agreement immediately by notice to the other:
- 11.2.1 If any distress or execution is levied on any of the other's property or assets or the other party goes into liquidation;
- 11.2.2 If the other makes or offers to make any arrangement or composition with creditors; or
- 11.2.3 If any resolution or petition to wind up the other's business (other than for the purpose of solvent amalgamation or reconstruction) shall be passed or presented or if a receiver or administrative receiver of the other's undertaking, property or assets shall be appointed or a petition presented for the appointment of an administrator.
- 11.3 Supplier may terminate an Agreement immediately if Customer fails to pay any amount due to Supplier within ninety (90) calendar days of the date of the invoice.
- 11.4 Termination of an Agreement shall not prejudice any rights of either party which have arisen on or before the date of termination and shall not affect the ongoing validity of any other Agreement entered into pursuant to this Master Service Agreement.
- 11.5 If Customer breaches any of its obligations under an Agreement (including any obligations as to payment), Supplier shall, upon 28 business days prior notice (without prejudice to any other right or remedy available to it) have the right to suspend performance of the Service until the breach has been fully and properly performed.
- 11.6 Supplier shall not be liable to Customer or its Business Partners or any third party for any termination of access to the Service in accordance with clause 11.5.
- 11.7 On termination of an Agreement the Service shall cease and terminate on all existing Projects thereunder.
- 12. CONFIDENTIALITY**
- 12.1 Each party agrees that it will not without the prior written agreement of the other party permit the duplication, use or disclosure of any Confidential Information to any third party unless at the time of disclosure such information is within the public domain.
- 12.2 For the purposes of this Agreement, "Confidential Information" shall mean (without limitation) any information whether oral, written or on electronic or optical media relating to this Agreement (although not its existence), the business and affairs of the parties and their respective clients, the Software and other materials delivered by Supplier to Customer pursuant hereto and technical and commercial data, customer account details, marketing and business plans, client lists, prices and pricing information, commercial agreements between the parties and between either party and a third party, information on communications, hardware and programming interfaces, protocols and integration, data, drawings, diagrams, software programs, trade secrets, know-how, algorithms, software architectures, designs and documentation (including in particular screen designs), all proprietary information and other intellectual property or rights thereto belonging to either party or held by either party under a duty of care to a third party to treat such information as confidential and any other information specifically identified by either party as confidential.
- 12.3 Notwithstanding the foregoing, the receiving party shall be entitled to make any disclosure required by law or other regulatory authority.
- 12.4 In the event of termination of this Master Service Agreement or any Agreed Order the obligations of both parties under this clause shall continue as if the Master Service Agreement or any relevant Agreed Order had not been terminated.
- 13. LIMITATION OF LIABILITY**



- 13.1 Supplier will indemnify the Customer against any claim for or in respect of death or personal injury of any person if and to the extent that it is caused by the negligence of Supplier or any employee of Supplier.
- 13.2 Supplier will be liable for damage to Customer's premises proven to have been caused by its negligence up to a maximum of \$1,000,000.00 (one million dollars). Supplier shall not be liable to Customer for any representation (unless fraudulent), implied warranty, condition or other term, any duty at common law, or any express terms of an Agreement, for any special, indirect or consequential loss including but not limited to loss of business, loss of contracts, loss of anticipated savings or revenue, or goodwill, or loss of or damage to or corruption of data or software.
- 13.3 Supplier accepts unlimited liability for the infringement of any third party's intellectual property rights caused by the Service.
- 13.4 Subject to any express term of this Agreement, where permitted by statute, Supplier excludes any statement whatsoever and howsoever arising out of this Agreement as to the quality, merchantability, suitability or fitness for purpose of any part of the Software.
- 13.5 Each party acknowledges that any breach of its obligations with respect to the proprietary rights of the other party or such party's licensors may cause such other party irreparable injury for which there may be inadequate remedies at law and that such other party and its licensors will be entitled to equitable relief, in addition to all other remedies available to it.
- 13.6 Supplier shall not be liable to Customer (or any of its Business Partners) for any representation (unless fraudulent), implied warranty, condition or other term, or any special, indirect or consequential loss (including but not limited to (i) any costs associated with the recreation of lost or damaged Shared Workplace content (ii) any liquidated damages or other compensation which may be payable by Customer for Projects delays; (iii) delays and failures in the Service resulting from causes beyond Supplier's reasonable control which might (but will not necessarily) include, loss of power, breakdown or failure or delay in telecommunications or otherwise in those internet connections falling outside of Supplier's control, act of any competent authority, war, epidemic, civil unrest, fire, flood, weather conditions or industrial action) loss of business, loss of contracts, loss of anticipated savings or revenue, or goodwill (iv) any actions taken out against Customer by any of its Business Partners or other third parties in relation to the Project.
- 13.7 Subject to clause 11.1, Supplier shall not be liable for any reason to the Business Partners.
- 13.8 The parties acknowledge that Supplier has set its prices and entered into the Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply, subject to law, even if found to have failed of their essential purpose.
14. **INTELLECTUAL PROPERTY AND OTHER PROPERTY**
- 14.1 Supplier shall indemnify and hold harmless Customer against the costs of any claims made or damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or use of the Software by Customer during the term of an Agreement infringes any intellectual property rights of any third party ("Intellectual Property Infringement Claim") provided that Customer:
- 14.1.1 gives notice to Supplier of any Intellectual Property Infringement Claim immediately it becomes aware of it;
- 14.1.2 gives Supplier the sole conduct of the defence to any claim or action in respect of any Intellectual Property Infringement Claim and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise any such claim without the express instructions of Supplier; and
- 14.1.3 acts in accordance with the reasonable instructions of Supplier and gives to Supplier such assistance as it shall reasonably require in respect of the conduct

of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.

#### 15. SERVICE LEVELS

Service levels will be as set out in Annex 1.

#### 16. WAIVER

16.1 No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Agreement.

#### 17. PUBLICITY

17.1 Supplier shall not, without the prior written consent of Customer, advertise or publicly announce that it is providing services to Customer.

#### 18. SEVERABILITY

18.1 If any part term or provision of an Agreement not being of a fundamental nature be held illegal or unenforceable the validity or unenforceability of the remainder of the Agreement shall not be affected.

#### 19. NOTICES

19.1 Any notice shall be sufficiently given if delivered personally, by fax or email or sent by first class mail to the other party at its address specified in an Agreed Order or at such other address as it may have notified in writing for such purposes to the other party. Notices so sent shall be deemed to have been received on delivery if delivered personally, if sent by first class mail to have been received two working days following dispatch and if sent by fax or e-mail on receipt of confirmation of successful transmission. Where deemed delivery would take place on a non-Business Day then it shall be deemed to take place on the following Business Day.

#### 20. ASSIGNMENT

20.1 Customer may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Supplier. Supplier may assign any of its rights or delegate any of its obligations hereunder to any of its group companies without the consent of Customer

#### 21. DATA PROTECTION

21.1 Intentionally omitted – UK Legislation.

21.2 Intentionally omitted – UK Legislation.

21.3 Supplier undertakes:

21.3.1 To ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from any unauthorized or unlawful processing or accidental loss, destruction of or damage to any such personal data; and

21.3.2 To ensure Supplier's employees and subcontractors who have access to personal data comply with this clause 21.

21.4 Supplier shall comply with any of Customer's instructions in relation to the collection, processing and disposal of any personal data.

**Intentionally Omitted – UK Legislation.**

#### 22. AUDIT

23.1 Customer shall maintain such books and records as are necessary to enable Supplier, at its expense, to audit the books and records of Customer to ensure compliance with the terms of any Agreement and/or this Framework Agreement (including the right to verify that the use of the Software is within the terms of the relevant Software licence). Reasonable notice of any audit will be given to Customer and any audit shall be conducted during regular business hours at Customer's offices. If any audit reveals that Customer has underpaid any license and/or support fees to Supplier, Customer shall be invoiced for such underpaid fees based on Supplier's list price in effect at the time the audit is conducted. If the underpaid fees are in excess of five per cent (5%), then Customer shall also reimburse



Supplier's reasonable costs of conducting the audit. Supplier shall have the right to conduct audits no more than once per calendar year.

**COMPLIANCE WITH LAWS**

Customer and Supplier will comply with all applicable laws, statutes, ordinances and regulations regarding the Agreement and use of the Service.

**APPLICABLE LAW**

Unless otherwise agreed in writing between the parties, this Master Service Agreement and any Agreements hereunder shall be subject to and construed and interpreted in accordance with the laws of: (a) the State of California and shall be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco County, State of California if brought by Customer, and (b) the State of Illinois and shall be subject to the exclusive jurisdiction of the state and federal courts located in Cook County, State of Illinois if brought by Supplier.

Where a translation of any terms and conditions or part of an Agreement is provided by Supplier, this is provided for guidance purposes only in good faith and the English version is the legally correct and valid version of the relevant terms and conditions or part of an Agreement in the event of any error in translation.

Approved as to form and legality for the Public Building Commission of

Chicago:

Neal & Leroy, LLC

By: *Anne L. Fredd* 12-19-13

Anne L. Fredd

|              |                 |                      |
|--------------|-----------------|----------------------|
| For Customer | Signature:      | <i>Anne L. Fredd</i> |
| Name:        | FRANKLIN CARSON |                      |
| Date:        | 12/26/13        |                      |

  

|                            |            |  |
|----------------------------|------------|--|
| For McLaren Software, Inc. | Signature: |  |
| Name:                      |            |  |
| Date:                      |            |  |

## Annex 1 Service Level Agreement

This Service Level Agreement defines the service levels to be provided by Supplier.

### 1. SHARED WORKPLACE

- 1.1 All requests for assistance are to be dealt with in accordance with the service level response times set out below.
- 1.2 Supplier will provide the current help facility which describes the operation and functionality of the Shared Workplace (the "Online Help").
- 1.3 The Online Help will be periodically updated to include any additional functionality, modifications, adaption or enhancements that have been made or added to the Shared Workplace. From the date of issue of an updated Online Help the Shared Workplace will perform in compliance with the updated version.
- 1.4 A help desk facility will be provided to Customers and their Business Partners between the hours of 6.30 a.m. to 6:30 p.m. PST Monday to Friday (excluding US public holidays). Response times will be at least within two hours of the time that a query is made. For all system administration functions Supplier will use all reasonable endeavors to resolve problems within the following times:
  - (a) Category A: Business critical – 1 working day
  - (b) Category B: 2-3 working days
  - (c) Category C: Timescales to be agreed

Regarding Category C problems, if Supplier does not believe it can resolve a problem within the above timescales it will inform Customer within 1 working day, of such problem being reported, when it expects to resolve the problem and keep Customer regularly updated on progress.

Definitions of Categories:

- A Category A problem is one that is a severe problem and is business critical to Customer or its Business Partners.
  - A Category B problem is one which either affects a small number of users or where the Service is useable but with some problem areas.
  - A Category C problem is minor issue affecting an individual user.
- The category of any fault reported to Supplier's Helpdesk team will be confirmed at the time of reporting when entered into Supplier's Customer Relationship Management system.

### 2. IMPLEMENTATION AND TRAINING SERVICES

- 2.1 The training services to be provided to Customers and their Business Partners are to be of a standard which should allow a reasonably competent Customer or Business Partner to operate the Service.
- 2.2 Supplier will set-up a Project as soon as reasonably practical following an Agreed Order being submitted and accepted.

### 3. SHARED WORKPLACE AVAILABILITY

- 3.1 Supplier will use all reasonable endeavours to provide the following level of operational service:
  - (a) 99% service uptime of the Shared Workplace during the hours from Monday to Friday (excluding bank holidays) between 0800hrs and 2000 hours US time ("Normal Business Hours"); and
  - (b) 98% of time outside of Normal Business Hours, excluding Planned Downtime (as defined below).
- 3.2 Supplier will ensure that all Documents will be replicated to a secondary location to a disaster recovery facility on a daily basis.
- 3.3 Planned Downtime consists of:
  - (a) a maintenance window between 0800 and 1400 hours (PST) on Saturday of each week; and
  - (b) any additional planned downtime which is communicated by the placement of a

notice on the login page of Supplier at least 48 hours prior to the downtime event.

### 4. ACCESS TO THE SHARED WORKPLACE

- 4.1 The Shared Workplace is designed to be accessed via the internet. Customer acknowledges that Supplier does not and cannot control the flow of data to or from its network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's and Business Partner's connections to the internet (or portions thereof). Although Supplier will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Customer acknowledges that it cannot guarantee that such events will not occur. Supplier will use all reasonable endeavours to ensure that the provision of servers, bandwidth to those servers and data storage is sufficient at all times to achieve the level of performance for the Service specified in an Agreed Order.
- 4.2 Contact between Customer and Supplier for the purposes of this Service Level Agreement will be through nominated IT points of contact.
- 4.3