



ROUTING APPROVAL

Public Building Commission of Chicago | Richard J. Daley Center | 50 West Washington Street, Room 200 | Chicago, Illinois 60602 | (312) 744-3090 | pbcchicago.com

Project: McLaren (CW) Amendment Order Form

Date: January 4, 2016

| TITLE | SIGNATURE | DATE |
|--|-----------------------|--------------------|
| Director of Program Controls | <i>Area Hub</i> | 1-4-16 |
| <i>Procurement</i> Director of Program Controls | <i>R. A. Devaughn</i> | 1/4/16 |
| Chief Operating Officer | <i>[Signature]</i> | 1/4/16 |
| Executive Director | <i>[Signature]</i> | 1/5/16 <i>(72)</i> |

RETURN TO RAVEN A. DEVAUGHN

FSD,

1/4/16
3:50pm

CW Amendment 2 Order Form.
Provided 2015's copy for your
review/reference.

Thanks,
RAD

increased storage capacity from
1.25TB to 1.75TB based on current
and projected usage. Unit price/month
within the 2016 Budget value.
(see Attached RFP) *Rise*

AGREED ORDER FORM

This Agreed Order Form is dated [18th December 2015] ("**Agreed Order Form Effective Date**")

BETWEEN:

- (1) MCLAREN SOFTWARE INC a California Corporation with its registered office at 10375 Richmond Avenue, Suite 825, Houston, Texas 77042 ("**the 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 ("**the Customer**").

1. STRUCTURE

- 1.1. Unless otherwise defined in this Agreed Order Form, the terms used in this Agreed Order Form shall have the meaning given to them in clause 1 of the framework agreement entered into by the Customer and the Supplier dated [15 January 2014] ("**the Framework Agreement**").
- 1.2. The terms and conditions set out in the Framework Agreement are incorporated into and form part of this Agreed Order Form, as varied and amended by the other provisions of this Agreed Order Form.

2. CUSTOMER DETAILS

| | | |
|------------------------------|-----------------------|--|
| Customer | Name | Public Building Commission |
| | Address (for notices) | Room 200, Richard J. Daley Center, 50 W, Washington Street, Chicago, Illinois |
| Ship to Location | Name | Public Building Commission |
| | Address | Room 200, Richard J. Daley Center, 50 W, Washington Street, Chicago, Illinois |
| | Phone | +1 312.744.9259 |
| | Email | raven.devaughn@cityofchicago.org |
| Invoice Address | Name | Public Building Commission |
| | Address | Room 200, Richard J. Daley Center, 50 W, Washington Street, Chicago, Illinois |
| | Phone | +1 312.744.9259 |
| | Email | raven.devaughn@cityofchicago.org |
| Customer Contact Ref: | Name | Raven A. DeV Vaughn |
| | Position | Director of Procurement |
| | Address | Room 200, Richard J. Daley Center, 50 W, Washington Street, Chicago, Illinois |
| | Phone | +1 312.744.9259 |

| | | |
|------------------------------|--------------------------------|--|
| | Email | raven.devaughn@cityofchicago.org |
| Customer Order Number | | |
| Customer Order Date | 18 th December 2015 | |

3. SUPPLIER DETAILS

| | |
|------------------------------|---|
| Supplier: | McLaren Software Inc., registered office is at 10375 Richmond Avenue, Suite 825, Houston, Texas 77042 |
| For the attention of: | Name: Amarinder Singh Position: SAAS Sales Representative Address: 2nd floor, Waterside 1310, Arlington Business Park, Theale, Reading RG7 4SA, UK Phone: +44 (0) 870 333 7101 e-mail: amarinder.singh@mcclarensoftware.com |
| Supplier Order Number | 2015 – 12 – AS104 |
| Supplier Order Date | 18 th December 2015 |

4. ORDER REQUIREMENTS

| Pricing \$ tax excluded - Software as a Service | | | | |
|--|--|-----------------|----------------------|--------------|
| Project Information | | | | |
| Project Name | Public Building Commission, Chicago | | | |
| Designation | Detail | Quantity | Unit Price | Total |
| Period: from 1st January 2016 to 31st December 2016 | <ul style="list-style-type: none"> CW usage Access 24h/24, 7days/7 The solution includes as follows : <ul style="list-style-type: none"> The hosting releases (unless new modules) | 12 months | \$ 8911 | \$ 106,932 |
| | <ul style="list-style-type: none"> unlimited users unlimited workspace Storage : 1.75 TB included | Y | | Included |
| | <ul style="list-style-type: none"> Support : 2nd level of support done by Supplier Following levels of support done by Supplier by mail (supportuk@mcclarensoftware.com), support by phone in case of bugs or blocking issues | Y | | Included |
| | Services | | \$ 2000 per day | |
| Project Workspace Archives | | | | |
| Individual Archive (1 to 24) | | | \$1500/per workspace | |
| Bulk Archive (from 25 to 49) | | | \$ 852/per workspace | |

| | | | | |
|---|--|--|----------------------|--|
| Bulk Archive (from 50 to 99) | | | \$ 810/per workspace | |
| Bulk Archive (from 100 to 299) | | | \$ 707/per workspace | |
| Bulk / End of Contract (300 or more archives) | | | \$ 415/per workspace | |

Grand Total in \$ tax excluded

\$ 106,932
(excluding the archives)

Payment Terms and Conditions:

- Invoice at PO Signature.
- Payment at 30 days from date of invoice.
- SAAS Usage: Payment to be made annually in advance.
- Archives: Payment to be taken in 2 equal instalments, first instalment to be taken at the time of placing order for Archives and second instalment to be paid after the archives have been delivered.
- McLaren to run storage reports on quarterly basis and shall invoice on quarterly basis if PBC is over the agreed storage limit.
- Storage :
 - PBC has the option to move to the higher tier for storage (i.e from 1.75 TB to 2.0 TB) at any point during the contract. If PBC wishes to do so the monthly fee would increase from \$ 8911 to \$ 9280 and McLaren shall invoice PBC for the difference in SAAS Fee for the remainder of the contract.
Example: The contract start date is 1st January 2016, on 31st March if PBC decides to move from 1.75 TB to 2.0 TB then the monthly fee from 1st April 2016 will increase from \$ 8911 to \$ 9280 until end of the contract. McLaren will invoice PBC the difference in monthly fee (\$ 369 per month) for the remainder of the contract.
 - If storage goes above the agreed limit, McLaren will invoice \$ 150 / 50 GB / month for additional storage. McLaren to run reports on a quarterly basis.

General Terms & Conditions

- Inactive workspace storage is not to be included in running storage totals for which we bill.
- In future if PBC needs / requires an inactive workspace to be reactivated due to a legal requirement, lawsuit, claim, etc. then McLaren will as follows :
 - Activate the required workspace
 - Workspace will only be available for a fixed period.(around a quarter)
- Used in a "Read only" capacity, i.e. to source information to support legal case.
- The above archive prices are valid for the duration of the contract.
- McLaren Software will provide training to cover updates / new releases.
- This training is:
 - Limited to 2 sessions of ½ day maximum per year. (New releases or updates for CW come twice a year)
 - Delivered to PBC's administrator and not to end users. The administrator trains the end users. The administrator should be equipped with a PC + Internet network.
 - Related to current features and modules.
 - The travel cost is in addition (From Houston, Texas) or we deliver remotely the training.
- In case of additional training needed: \$ 2000 / day.
- Our prices for the contract period January 2017 to December 2017 w.r.t the 12 month offer (as above) will not exceed by more than 3%.

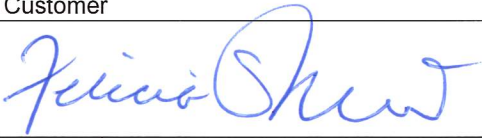
Territorial Information

'Territory' : US

A 'Working Day' shall be defined as the hours of 0900 to 1630 Monday to Friday except for public holidays within the Territory

The Parties agree to enter into this Agreed Order Form effective as of the Agreed Order Form Effective Date.



| | | | |
|--|----------------------|--|--------------------|
| Signed by duly authorised representative of Supplier | | Signed by duly authorised representative of Customer | |
| | |  | |
| Name | Philippe MICHARDIERE | Name | Felicia S. Davis |
| Position | VP SAAS Sales | Position | Executive Director |
| Date | | Date | 1 / 5 / 2016 |