

## AGREED ORDER FORM

This Agreed Order Form is dated [13<sup>th</sup> December 2016] ("**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

<b>Customer</b>	Name	Public Building Commission
	Address (for notices)	Room 200, Richard J. Daley Center, 50 W, Washington Street, Chicago, Illinois
<b>Ship to Location</b>	Name	Public Building Commission
	Address	Room 200, Richard J. Daley Center, 50 W, Washington Street, Chicago, Illinois
	Phone	+1 312.744.9259
	Email	<a href="mailto:raven.devaughn@cityofchicago.org">raven.devaughn@cityofchicago.org</a>
<b>Invoice Address</b>	Name	Public Building Commission
	Address	Room 200, Richard J. Daley Center, 50 W, Washington Street, Chicago, Illinois
	Phone	+1 312.744.9259
	Email	<a href="mailto:raven.devaughn@cityofchicago.org">raven.devaughn@cityofchicago.org</a>
<b>Customer Contact Ref:</b>	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	<a href="mailto:raven.devaughn@cityofchicago.org">raven.devaughn@cityofchicago.org</a>
<b>Customer Order Number</b>		
<b>Customer Order Date</b>	13 <sup>th</sup> December 2016	

### 3. SUPPLIER DETAILS

<b>Supplier:</b>	McLaren Software Inc., registered office is at 10375 Richmond Avenue, Suite 825, Houston, Texas 77042
<b>For the attention of:</b>	Name: Philippe Michardière Position: VP Sales & Marketing Address: 2nd floor, Waterside 1310, Arlington Business Park, Theale, Reading RG7 4SA, UK Phone: +33 6 25 71 43 55 e-mail: <a href="mailto:philippe.michardiere@idoxgroup.com">philippe.michardiere@idoxgroup.com</a>
<b>Supplier Order Number</b>	2016 – 12 – PhMi105
<b>Supplier Order Date</b>	13 <sup>th</sup> December 2016

### 4. ORDER REQUIREMENTS

Pricing \$ tax excluded - Software as a Service				
Project Information				
<b>Project Name</b>	<b>Public Building Commission, Chicago</b>			
<b>Designation</b>	<b>Detail</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
<b>Period:</b> from 1 <sup>st</sup> January 2017 to 31 <sup>st</sup> December 2017	<ul style="list-style-type: none"> <li>CW Licence usage</li> <li>Access 24h/24, 7days/7</li> <li>The solution includes as follows :               <ul style="list-style-type: none"> <li>The hosting</li> <li>releases (unless new modules)</li> </ul> </li> </ul>	12 months	\$ 8,600	\$ 103,200
	<ul style="list-style-type: none"> <li>unlimited users</li> <li>unlimited workspace</li> <li>Storage : 1.75 TB included</li> </ul>	Y		Included
	<ul style="list-style-type: none"> <li>Support : 2<sup>nd</sup> level of support done by Supplier</li> <li>Following levels of support done by Supplier by mail (<a href="mailto:supportuk@mcclarensoftware.com">supportuk@mcclarensoftware.com</a>), support by phone in case of bugs or blocking issues</li> </ul>	Y		Included

Project / Workspace Archives			Price / workspace	
Individual Archive (1 to 24)			\$1500	
Bulk Archive (from 25 to 49)			\$ 852	
Bulk Archive (from 50 to 99)			\$ 810	
Bulk Archive (from 100 to 299)			\$ 707	
Bulk / End of Contract (300 or more archives)			\$ 415	

**Grand Total in \$ tax excluded**

**\$ 103,200**  
(excluding the archives)

**Payment Terms and Conditions:**

- Payment at 30 days from date of invoice.
  - CW Licence Usage
  - First 2017 invoice and payment in January 17
- Payment to be yearly in advance.
- A financial review will be done bi annually to adjust the fee depending on the active storage as defined in below sections. This review can generate additional fees or credit back.
- PBC to receive storage reports on the last Monday of each month and McLaren to invoice PBC based on the active storage given by the Storage report.
- Storage increase :
  - If storage goes above the agreed limit, McLaren will invoice \$ 150 / 50 GB / month for additional storage.
  - PBC has the option to increase the storage (i.e from 1.75 TB to 1.9 TB) at any point during the contract. If PBC wishes to do so the monthly fee would increase from \$ 8600 to \$ 8750 and McLaren shall invoice PBC for the difference in the monthly Fee for the following month.

Example: The contract start date is 1<sup>st</sup> January 2017. If, on 31<sup>st</sup> March 17, PBC decides to move from 1.75 TB to 1.9 TB then the monthly fee for April 17 will increase from \$ 8600 to \$ 8750. This increase will be taken into account in the bi annually review.
- Storage decrease
  - If storage decreases, McLaren will decrease the invoice of \$ 150 / 50 GB / month for decreasing storage, up to a minimum monthly fee of \$ 4250.
  - PBC has the option to move to decrease for storage (i.e from 1.75 TB to 1.6 TB) at any point during the contract. If PBC wishes to do so the monthly fee would decrease from \$ 8600 to \$ 8450 and McLaren shall invoice PBC for the difference in the monthly fee for the following month.

Example: The contract start date is 1<sup>st</sup> January 2017. If, on 31<sup>st</sup> March 17, PBC decides to move from 1.75 TB to 1.6 TB then the monthly fee will decrease for April 17 from \$ 8600 to \$ 8450. This decrease will be taken into account in the bi annually review.
- McLaren apply this principle of decreasing fee up to a minimum of \$ 4250 per month.
- 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.



### 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 PBC administrator trains the end users. The PBC 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 2019 to December 2019 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	<del>Philippe MICHARDIERE</del> Andy Seaman	Name	Lori Ann LYPSON
Position	VP Sales & Marketing	Position	Chief of Staff / Secretary
Date	January 31 2017	Date	1/24/17