

**First Amendment to End User License Agreement
Addition of Hosted Services**

This First **Amendment to End User License Agreement** (the "Amendment"), effective as of the ____ day of _____, **2020** ("Amendment Effective Date"), is by and between **ESi Acquisition, Inc.** ("ESi") and **City of Corpus Christi Fire Department, Texas** ("Client").

WHEREAS, ESi and Client are parties to that certain **End User License Agreement**, accepted by Client at the time of installation of the Software (the "Agreement"), pursuant to which ESi provides Client certain use and access to the ESI WebEOC® Software licenses and services, all as expressly provided in the Agreement;

WHEREAS, ESi and Client now desire to amend the Agreement as expressly provided in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements made and contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended as follows:

A. Section 2, entitled "Definitions," shall be amended to include the following new defined terms:

"Administrator" means an employee, officer, director or consultant of Client to whom Client has provided a user account and certain rights to administer the Software on behalf of Client.

"Client Data" means data input by Client or its authorized Users into the Software.

"Consulting Services" means the professional services for installation or implementation of Hosted Services or Software, training services, or other non-recurring services as set forth on Exhibit C hereto; Consulting Services does not include Hosted Services or Support Services.

"Fee" or "Fees" means the amounts due and payable by Client to ESi for the License and/or Subscription, and Support Services pursuant to this Agreement; the Fees may be set forth on Exhibit C, as amended from time to time, to this Agreement or ESi's quotations.

"Hosted System" means the combination of hardware, software and networking components used by the Juvare Cloud to deliver the Hosted Services.

"Hosted Services" means the installation and management of specified software applications in the Juvare Cloud shared environment on behalf of an ESi customer and exclusively for the benefit of permitted users of the Software.

"Juvare Cloud" means the shared hardware environment for the purpose of hosting and maintaining software and data on behalf of ESi's customers; Juvare Cloud™ is a trademark of Juvare, LLC.

"Sub-Administrator" shall mean as set forth in Section 5 of this Agreement.

"Subscription" means a Software-as-a-Service based grant for Client to use and access the Hosted Services, including, without limitation, the Software and to store the related Client Data within the Hosted System, subject to the terms of the Agreement and for the Term set forth on this Exhibit A.

"Support Services" means the technical support services provided by ESi pursuant to Section 13 and Exhibit B to this Agreement. May also be referred to as "Software Support Services."

"Term" shall mean as defined on Exhibit A.

"User" means an authorized employee, contractor or affiliate of Client to whom Client has provided a user account for the Software; User includes Administrators and Sub-Administrators.

B. Section 5, entitled "Permitted Uses," shall be amended to include the following additional subsections:

- (g) The Client's storage capacity is set to the maximum as set forth on Exhibit A hereto. ESi shall have the right to conduct regular audits of Client compliance with the storage capacity permitted under this Agreement. In the event Client's storage usage exceeds such capacity, Client will receive a warning notice

(via email being sufficient) from ESI and Client shall promptly remove the excess data from the Hosted System causing the capacity excess or Client shall promptly purchase from ESI additional storage capacity in sufficient quantity at ESI's then current rates for such additional storage; provided, however, if Client does not either remove such data or purchase the additional storage capacity within the time period specified in the warning notice (if no time period is specified in the notice, then thirty (30) calendar days shall apply), then ESI shall be entitled to delete the Client's Data within the Hosted System on a first in-first out approach, without any liability to ESI.

- (h) The Subscription is on a named and active user basis. Each Administrator, Sub-Administrator, and User shall have a unique user account. User accounts, usernames and passwords shall not be shared. Client may provide access to the number of Administrators, Sub-Administrators, and Users set forth in Exhibit A to this Agreement. User counts are based on the number of unique logins each month. ESI shall have the right to conduct regular audits of Client compliance with the number of Users permitted under this Agreement. Client agrees to provide ESI with the information required, if any, for ESI to complete such audits. Such audits shall be conducted at ESI expense, except that Client shall be responsible for reimbursing ESI for all reasonable audit expenses if Client shall be found in violation of the User limits set forth in this Agreement. Client shall be in violation of User limits if the number of Users during any month covered by the audit is greater than the number of Users permitted in Exhibit A and such increase in Client is not supported by a Surge Capacity Plan, and ESI shall invoice, and Client shall pay, for the amounts for such excess usage at ESI's then current rates for the usage above the Client's User limits set forth on Exhibit A.
- (i) Administrators, Sub-Administrators, and Users shall have different rights to access the Software as follows:
 - (i) Administrators may access all features of the Software. Certain features of the Software may only be accessed by named users who are granted status as an Administrator ("Administration Tools"). Administration Tools include, without limitation, the following: creation and administration of user accounts; creation and subsequent editing of incidents; software configuration; use of the WebEOC BoardBuilder tool; installation and administration of board sets, plug-ins, modules, interfaces and Software Updates; and access to the Software's Application Programming Interface.
 - (ii) "Sub-Administrator" is a subset of Administrator Users as set forth in this subsection (ii) and such Sub-Administrators are only active if set forth on Exhibit A to this Agreement and if Client has subscribed to the WebEOC Enterprise Software. Sub-Administrator rights also shall be available solely to support management of Sub-Organizations. Sub-Administrators may access the following Administration Tools: creation of user accounts; management of user accounts including definition of roles and permissions; and creation and subsequent editing of incidents. Maintenance of Sub-Administrator rights requires the purchase of an annual "Enterprise" Software Support Plan. If Client elects to discontinue the required Software Support Plan, access to Sub-Administrator features and any other benefits of Enterprise which ESI may elect to make available from time to time shall be discontinued.
 - (iii) Users may not be granted access to any Administration Tools, except that Administrators may grant designated Users rights to create or edit incidents and to add or edit maps in MapTac™.
- (j) Except where otherwise provided in this Agreement, rights to access and use Administrative Tools are given exclusively to the Client and Client may not grant such rights to any third party.

C. Section 13, entitled "Maintenance and Support," shall be amended to include the following subsection (d):

- (d) Support Services provided by ESI shall be subject to the terms in Exhibit B to this Agreement.

D. Section 16, entitled "License Term and Termination," shall be amended to include the following subsection (d):

- (d) If Client receives Hosted Services from ESI, the following termination provisions also apply upon non-renewal of the Term of the Subscription to the Hosted Services (as set forth on Exhibit A hereto) or termination of this Agreement for any reason:
 - (i) Client's access to the Hosted Services (including, without limitation, all access to the hosted environments and data) shall be suspended;
 - (ii) Client shall immediately surrender to ESI any Internet protocol numbers, addresses or ESI-owned domain names assigned to Client in connection with the Hosted Services delivered hereunder;
 - (iii) Unless other arrangements are requested by Client within five (5) days of the effective date of termination and provided Client has paid all outstanding amounts due to ESI under this Agreement, for the five (5) day period following the effective date of termination of this Agreement ESI shall provide Client with access to its data or information within the Hosted Services for Client to download the Client Data; and

(iv) Any and all Client Data shall be overwritten, erased, encrypted or otherwise rendered unrecognizable upon the sooner to occur of (i) Client's confirmation that it has downloaded the Client Data, or (ii) expiration of the period of access as set forth in subsection (c) above, or (ii) thirty (30) days from the effective date of termination of this Agreement.

- E. The Exhibit A to this Amendment shall be added to the Agreement as a new Exhibit A to the Agreement and incorporated into the Agreement by this Amendment;
- F. The Exhibit B to this Amendment shall be added to the Agreement as a new Exhibit B to the Agreement and incorporated into the Agreement by this Amendment;
- G. The Exhibit C to this Amendment shall be added to the Agreement as a new Exhibit C to the Agreement and incorporated into the Agreement by this Amendment;
- H. The Exhibit D to this Amendment shall be added to the Agreement as a new Exhibit D to the Agreement and incorporated into the Agreement by this Amendment; and
- I. The Exhibit E to this Amendment shall be added to the Agreement as a new Exhibit E to the Agreement and incorporated into the Agreement by this Amendment.

2. Entire Agreement. Other than as expressly amended herein, all other terms of the Agreement shall remain in full force and effect. This Amendment and the Agreement, including, without limitation, all documents referred to herein and attached hereto, constitute the entire agreement of the parties as to the specific subject matter hereof and supersede all prior representations, understandings and agreements between the parties with respect to such subject matter. If there is a conflict between or among such documents, first this Amendment, then the Agreement shall control. Any further amendments to the Agreement must be in a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

City of Corpus Christi Fire Department, Texas

By: _____

Name: _____

Title: _____

Date: _____

ESi Acquisition, Inc.

DocuSigned by:
By: Nick Meeks

D4DD6026E50C4C6...
Name: Nicholas Meeks

CFO
Title: _____

7/21/2020
Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

EXHIBIT A TO END USER LICENSE AGREEMENT**1. Term of Hosted Services Subscription**

The Subscription to the Hosted Services for the Software identified forth on this Exhibit A shall commence on the commencement date as specified in Exhibit C – Quote No. Q-02585 and continue thereafter as specified in Exhibit C – Quote No. Q-02585 (the “Term”).

2. Subscription Software

The Subscription includes the following Software:

Number of Instance	Software
1	ESi WebEOC® Software – Professional, version: latest at time of implementation

The Subscription includes the following “non-production” Software development cycle activities:

Number of Instance	Purpose
0	Development/testing of Software Updates prior to placing in production (internal use only)
0	Training (internal use only)
0	Disaster Recovery

3. Authorized Number of Users

Client may provide access to the following number of Administrators, Sub-Administrators, and Users, all authorized on a named and active user basis:

User Type	Qty of Users
Administrators	3
Sub-Administrators	0
Users	250 (inclusive of Administrators and Sub-Administrators)

4. Client Storage Capacity: 50 GB**5. Surge Capacity Plan**

Surge Capacity Plan has been purchased for Term: ☐ Yes ☒ No

6. Emergency Response Program

Emergency Response Program has been purchased for Term: ☐ Yes ☒ No

/End of Exhibit A

EXHIBIT B TO END USER LICENSE AGREEMENT

DESCRIPTION OF SUPPORT SERVICES FOR THE SOFTWARE

Support Services for the Software shall include the following (in addition to what is stated in the Agreement):

1. **Telephone Assistance:** Client's "Support Contact" (as defined below) may contact the ESI's Support Center for telephone assistance to seek advice relating to the use of Hosted Services and/or to identify and work to provide a "workaround" for Software problems, if available. Telephone assistance for non-Emergency Support Services shall be available during Standard Business Hours.
2. **Problem Assistance:** Client may submit problem assistance requests for Software assistance via the published ESI's support escalation procedures. ESI will notify Client if any request is beyond the scope of this Agreement and is, therefore, subject to additional charges. Requests for problem assistance for non-Emergency Support Services shall be available during Standard Business Hours.
3. **Software Updates:** ESI will update the Software as such updates and future versions of the applicable Software are made generally available to other ESI clients receiving Support Services at no additional charge. Any training required by Client related to such Software Updates and subsequent versions of the Software are provided for an additional charge. ESI shall provide Client with Software Updates to the Software, except for modules, as such Software Updates become available. Software Updates may include correction releases (i.e. patches provided to correct software anomalies), point releases (i.e. modifications to current generation of software including enhancement and improvements), and level releases (i.e. new releases or new generation of software), but shall not include new products, modules or plug-ins released commercially by ESI as independently priced items. For Modules, ESI shall provide Client any Software Updates released by ESI to correct errors affecting the operation of the Module, whether such error is caused by the Module itself or by an error in the Software, and any Software Updates required to maintain compatibility with the Software. ESI shall not provide for any enhancements to the Module.

Process to Obtain Support Services. To obtain Support Services or telephone or problem assistance, Client's designated Support Contact (an assigned Administrator that has completed the Administrator training and is listed as the Support Contact for Client) may contact ESI's Support Center as pursuant to ESI's published support procedures. Such support procedures include contacting ESI's Support Center via telephone, email and, when required, remote session support during Standard Business Hours and during Non-Standard Business Hours.

"Routine" Support Services includes assistance with the use and configuration of the software; assistance with identification and resolution of errors or defects assistance with application and use of new releases; general support for Board Builder and boards built by ESI or an ESI-certified technician; and access to WebEOC best practices, community-use status boards, "help" resources and other content made available through <https://www.juware.com/customers/technical-support>, a "client only" web forum. Support Services may be accessed by Client by calling the Support Center via (877) 771-0911 or by electronic mail at support@juware.com (subject to updates and changes by ESI).

"Emergency" Support Services shall be available 24 hours per day, 365 days per year. Emergency telephone support includes any assistance needed by Client while Software is in use operationally, whether for actual incidents or exercises excluding assistance with GIS interfaces, mapping or products, which is licensed by a third-party vendor is available only during Standard Business Hours. Emergency Support Services may be accessed by calling the Support Center via (877) 771-0911 (subject to updates and changes by ESI).

Client may request performance of additional services by ESI. Such services may be obtained via Change Order (reference Exhibit E – Appendix A).

Limitations on Support Services. ESI will provide Support Services for only the current version of any Software. Client is obligated to promptly implement all Software Updates, work arounds and error corrections provided by ESI.

Problems or Issues Not Covered by Support Services. The following issues/problems, and all issues or problems caused by the following, are not covered by Support Services:

1. Alterations to the Software not authorized by ESI;
2. Unless otherwise agreed in an Exhibit or Statement of Work hereto, customizations to the Software from consulting or professional services provided by ESI, including applications design or recommendations by Client;
3. Software problems created by Client negligence or fault or failure to comply with any specifications, policies, procedures or requirements for use of the Software, including, without limitation, those set forth in ESI's [Terms & Conditions](#);
4. Software problems caused by or related to a change in Client's service provider or internet access provider. Without limiting the generality of the foregoing, no reconfiguration of the Software due to a change in a service provider is covered under Support Services. Client should notify ESI prior to changing its service provider to enable ESI to provide configuration specifications to the new service provider. Any programming and configuration changes will be charged to Client at the then-current ESI's daily/hourly rates for such reconfiguration services;
5. Software problems that do not significantly impair or affect the operation of the Software;
6. Assistance with third party products; Training; Installation of plug-ins, boards or modules; API support; Board building; and
7. Client's failure to allow for the prompt implementation of Error corrections, Software updates, or any work-around provided or made available by ESI (including, without limitation and applicable at all times, implementation of more recently released, generally available versions or releases of the Software made available through Support Services that contain corrections to the relevant Error or where such Error does not occur when using such more recently released version or release of the Software).

Client Responsibilities. Client agrees to limit its requests for Support Services after Standard Business Hours to occasions when the problem related to the Software is critical to Client's operation and cannot wait to be addressed until Standard Business Hours on the next succeeding Contractor business day.

/End of Exhibit B

EXHIBIT C TO END USER LICENSE AGREEMENT
FEES

Fees – Quote No. Q-02585

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
103-H-PRO-250	ASP Hosting - WebEOC Professional (Up to 250 Users) Year 4 - 8/25/2020 - 7/31/2021	\$7,915.00	1	\$7,915.00
700-P-SSP-2	Professional Services - Solutions Services Project - Other/MultiProduct Migration Services to move from On- Premise WebEOC to Juvare hosted WebEOC environment	\$4,000.00	1	\$4,000.00
700-P-SSP-2	Professional Services - Solutions Services Project - Other/MultiProduct Migrate on premises database to test host environment for board functionality evaluation. Also, evaluate and update Boards (6) to include new bootstrap code	\$225.00	165	\$37,125.00
103-H-PRO-250	ASP Hosting - WebEOC Professional (Up to 250 Users) Year 5 - 8/1/2021 - 7/31/2022	\$8,635.00	1	\$8,635.00
Subtotal:				\$57,675.00
Contract Grand Total (plus applicable taxes)				\$57,675.00

Additional Disclaimer

Totals listed above are exclusive of applicable taxes.

Work cannot be started and dates for services cannot be secured until the applicable initial payment has been received. Pricing contained herein is based on configuration outlined above. Some items may not be sold separately. Pricing is valid until the expiration date set forth above.

If the "Bill To" entity above is tax-exempt, such entity shall be responsible for providing all necessary documentation to show such tax-exempt status.

Estimated amounts for Pre-Paid Travel Expenses are for informational purposes only; all Travel Expenses incurred by Juvare or its affiliate shall be invoiced to and paid by Client.

Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

/End of Exhibit C

EXHIBIT D TO END USER LICENSE AGREEMENT
HOSTED SERVICES

1. Definitions. For the purposes of this Exhibit, the following words have the meaning set forth below:
 - a. **"Juvare Cloud"** means the shared hardware environment for the purpose of hosting and maintaining software and data on behalf of ESI's customers.
 - b. **"Hosted System"** means the combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
 - c. **"Hosted Services"** means the installation and management of specified software applications in the Juvare Cloud shared environment on behalf of an ESI customer and exclusively for the benefit of permitted users of the Software.

All other capitalized terms in this Exhibit D shall have the same meaning set forth in the Agreement, except where otherwise stated in this Exhibit.
2. Scope of Services. ESI shall provide the following services to address the Software hosting needs:
 - a. ESI shall provide Hosted Services to Client according to the provisions set forth in the Agreement and this Exhibit. ESI shall notify Client promptly upon creation of Hosted Services account and provide Client with all information required to access such account. ESI, at its sole discretion, may provide and maintain such Hosted System and/or deliver such Hosted Services internally or through a qualified subcontractor.
 - b. ESI shall provide and maintain the facilities, hardware, and networking components as it sees fit to provide access to the Juvare Cloud for the benefit of Client.
 - c. ESI shall perform, at its convenience and after notice to Client, scheduled updates of the Juvare Cloud as ESI or its hosting subcontractor sees fit. Such updates shall be scheduled to enable the simultaneous update to all of ESI-hosted customers.
 - d. ESI or its hosting subcontractors shall be entitled to perform, as needed, emergency security updates to the Hosted System to protect the Juvare Cloud or the subcontractor's hosted environment from newly identified and widespread threats to the internet or internet-based services posed by worms, viruses and Trojans, or to address other vulnerabilities, with little or no notice to Client.
 - e. ESI shall provide and maintain a redundant shared environment of the Juvare Cloud at a location that is geographically separated from its primary ASP Environment to ensure continuity of Software access and operation in the event of any unforeseen outage, disaster or other event that may interrupt service at the primary location of the Juvare Cloud. Failover to the redundant shared environment of the Juvare Cloud is a manual process and service will be activated by ESI immediately upon notification of malfunction, unavailability or failure of primary shared environment of the Juvare Cloud.
 - f. ESI will notify (via ESI's Support Center) the Client of any planned service outages, i.e., for the purpose of performing Software updates or testing, or other inability to perform the services outlined in this Agreement.
 - g. ESI shall schedule, perform and maintain a duplicate ("backup") record of Client's data within the Juvare Cloud. ESI shall perform hourly SQL transaction log backups and daily full backups. Data backups are limited to SQL database server files (i.e., those files having a .mdf or .ldf file extension). Data backups shall be retained on-site for four weeks.
 - h. In addition to the Support Services pursuant to the Agreement and Exhibit B, ESI shall provide Client with Support Services for the Hosted Services which include assistance with problems related to the Juvare Cloud, data access, Hosted System access, or similar problems. Such Support Services for the Hosted Services may be accessible to Client via the same contact information provided to Client for Support Services; provided, however, services to be provided by ESI under this Exhibit and the Agreement do not include assistance with third party products; training; installation of plug-ins, boards or modules; API support; or board building; or repair or correction of errors, defects or other operational or performance defects caused by Software configuration, modification, enhancement or programming provided by any party other than ESI or an ESI-certified technician. Any professional services described in this Section 2(h), or services required to repair or correct the errors and defects described in this Section 2(h), shall be provided on a fee-for-services basis at rates consistent with the ESI published price list in effect at the time services are rendered.
 - i. Client may request performance of additional services by ESI. Such services may be obtained via Change Order (reference Exhibit E – Appendix A).
3. Client Obligations
 - a. The Client shall maintain, at Client's expense, a secure high-speed internet connection through which to access its hosted Software.
 - b. The Client shall appoint a designated point of contact and two alternate points of contact for its interactions with ESI. Client shall provide ESI with the name, job title, physical address, telephone number, facsimile

- number and electronic mail address for each of the contact persons. Client shall keep such contact information up-to-date and promptly notify ESI, in writing via electronic mail, of any changes.
- c. The Client shall use reasonable security precautions in connection with the use of Services provided under this Agreement.
 - d. The Client is responsible for any and all use and access to the Hosted System and Hosted Services by its employees, agents, contractors and permitted users of the Software and Hosted Services.
 - e. The Client shall make best efforts to notify ESI in writing, via electronic mail or facsimile, of any planned non-emergency use of its Software, such as the occurrence of training sessions, drills and exercises, to aid ESI with the planning of any scheduled outages.
 - f. The Client shall promptly notify ESI Support Center of any identified Hosted Services outage that impairs Client's access to the Software so that ESI may manually activate the redundant shared environment of the Juvare Cloud and immediately commence work to restore service to the primary shared environment of the Juvare Cloud.
 - b. The Client shall not conduct any load testing, performance testing or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the Juvare Cloud for other customers.
4. Limitations on Use of Hosted Services.
- a. Client's usage of the Hosted Services in the Juvare Cloud is subject to capacity and performance constraints. Monthly active user count does not equal maximum concurrent users. Concurrent user capacity will be variable based on Juvare Cloud load.
 - b. Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value or for no value by Client to any third party.
 - c. Hosted System and Hosted Services are provided to support the Software which is an information management tool. Hosted Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosted Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or the Juvare Cloud may lead to bodily injury, death or destruction of property.
 - d. Installation of Software applications in the Juvare Cloud is limited to the Software included in the Subscription to Client by ESI and Software supplied by ESI either as a component of the Hosted System or to support delivery of Hosted Services.
 - e. ESI shall only be responsible for performance of components of the Hosted System and Services under its control. ESI shall not be responsible for performance deficiencies caused by processes, hardware and software beyond its control including, but not limited to, information transmission delays due to excessive internet traffic, internet outages, or failure of Client to perform its obligations under this Agreement.
 - f. The warranties set forth in the Agreement shall be void if any breach of this warranty or failure of the hosting environment or Software is caused by unauthorized use, improper use or modification to Software made by Client or its authorized users.

/End of Exhibit D

EXHIBIT E TO END USER LICENSE AGREEMENT**STATEMENT OF WORK No. CCTX20200506**

This Statement of Work (“**SOW**”) is governed by, incorporated into, and supplements the terms and conditions of the Agreement. Unless defined herein, all capitalized terms shall mean as defined in the Agreement. This SOW shall be subject in all respects to the terms of the Agreement. In the event of any conflict between the terms of this SOW and the Agreement, the terms of this SOW shall govern for purposes of this SOW and the Services (as defined below) provided hereunder.

1.0 Services Overview

ESi will provide Client with remote services for ESi to deploy a Subscription based Instance to the WebEOC® Software in the Juvare Cloud™, assist Client with the migration of Client's currently self-hosted database to the hosted Instance, update the version from 8.3 to version 8.8 as set forth herein, and update specified Boards to conform to ESi's current best practice Board building standards and technologies (collectively, the “**Services**”).

2.0 WebEOC Software Subscription Deployment & Physical Migration to the Juvare Cloud™

ESi will configure a new, temporary Instance of the WebEOC Software (version 8.3) in the Juvare Cloud (as defined on Exhibit D) shared hosted environment to serve as a starting point for migrating Client's current, self-hosted Instance of the WebEOC Software (version 8.3) into the Juvare Cloud. As part of the effort to setup the new, temporary Instance of the WebEOC Software (version 8.3), ESi will work with Client's IT staff and personnel to prepare and transmit a backup copy of Client's current, self-hosted database which will be imported to work with the new, Instance of the WebEOC Software (version 8.3) in the Juvare Cloud.

3.0 WebEOC Software Subscription Version Upgrade to v8.8

Upon completion of the deployment of the WebEOC Software Subscription and the physical migration to the Juvare Cloud described in Section 2.0 above, ESi will provide a Software Update to the new, temporary Instance of the WebEOC Software (version 8.3) in the Juvare Cloud to version 8.8.

4.0 WebEOC Software Board Update

Upon completion of the version 8.8 Software Update described in Section 3.0 above, ESi will update and remediate the following boards in Client's Instance to work properly in the upgraded WebEOC Software Subscription, version 8.8:

- 1) Position Log
- 2) Resources
- 3) Road Hazards/Road Closures
- 4) Annexes
- 5) Personnel Check-In

For each of these listed Boards, ESi will update the user interface styling to conform with ESi's current best practice Board layout recommendations and guidelines; update the underlying HTML and JavaScript code used to construct the Boards to operate properly in the upgraded WebEOC Software Subscription, version 8.8, software and technical environment; and test/validate that the updated Boards operate properly in the upgraded WebEOC Software Subscription, version 8.8 environment.

Should Client wish to expand the scope of this engagement to include Board programming services for other Boards not listed above, Client may request such changes by submit a Change Order, as illustrated in Appendix A to this SOW; upon receipt of submitted Change Order(s), ESi will prepare and submit to Client work and cost estimates for the requested Change Order for review and approval prior to the commencement of any out-of-scope services.

5.0 Production Deployment

Upon completion of the foregoing Services, ESi will send Client an Implementation Completion Form for review and signature by Client. Following Implementation Completion Form being signed by Client, ESi will assist Client with preparing and importing a second backup copy of Client's self-hosted database to ensure that all current data is fully migrated to the new, WebEOC Software Subscription, version 8.8, in the Juvare Cloud.

Lastly, ESi will provide planning and coordination assistance to Client personnel to schedule and execute the production cutover to the WebEOC Software Subscription, version 8.8, in the Juvare Cloud.

6.0 Transition to Support Services

Upon completion of the Services, Client will be transitioned to the Support Services “phase”. Client will be introduced to its assigned ESI Client Success Manager and to the Juvare Support Center. The WebEOC Support Team is responsible for all activity related to assisting customers with the WebEOC suite of products, both covered under support plans and as well as services paid separately. Customers have 24/7 access to the Juvare Client Hub (<https://support.juvare.com>), which provides a variety of information and links to the latest software downloads and associated guides.

7.0 Assumptions

- a) Client is not using Browser Compatibility Mode.
- b) Client can access web conferencing (e.g., Zoom Meeting) for any remote meetings and validation.
- c) Client will provide a named Project Manager who will serve as the primary point of contact (“Client POC”) for ongoing project planning and project communications efforts.

Project Manager Name: Greg Johnson
 Phone number: 361-826-8354
 Email: GregJ@cctexas.com

- d) Client will sign the Implementation Completion Form, provided by ESI to Client, within 14 days of the completion of the Services by ESI.
- e) The Services provided by ESI under this SOW shall be conducted during Standard Business Hours (as defined in the Agreement) at the Fees set forth herein (any Services that the parties agree will be provided outside Standard Business Hours shall be subject to additional charges unless otherwise stated herein).
- f) Scheduling of resources and Services will be provided upon ESI's receipt of the Agreement, with this SOW incorporated, signed by the Client. The dates for the performance of all Services hereunder are subject to mutual written agreement of the parties.
- g) If Client requests that the project to be delayed for more than 30 calendar days once project schedule has been agreed upon, Client must notify ESI in writing of such request. When Client is ready to reengage on project, written notice must be provided to ESI. All project resources will be unassigned from the project at the time project is put on hold. At time of reengagement, ESI will work with Client to determine a new, mutually agreeable project schedule. The original ESI project team is not guaranteed to be available for the new project schedule.
- h) **On-site Services by ESI resources are not expected for purposes of this SOW.** Should on-site Services be deemed necessary, such services may be obtained via Change Order (reference Appendix A).
- i) ESI shall not be obligated to provide any Services hereunder on or after one (1) year from the SOW Effective Date. ESI will provide not more than one-hundred sixty five (165) man hours of work effort under this SOW. Any unused man hours of Services purchased by Client pursuant to this SOW will not be carried forward or available for use under other statements of work with ESI, and no paid amounts will be refunded. A change request may be used to extend these Services prior to the expiration date; provided, however, such change request is not enforceable unless and until executed by both parties.
- j) Other than the Subscription provided pursuant to the Agreement and implemented pursuant to this SOW, no Software licenses are being provided or purchased by Client pursuant to the Agreement or this SOW. Client is receiving a Software-as-a-Service Subscription to the Software.
- k) Client is responsible for the dissemination or modification of process documentation.
- l) Any additional man hours of Services required to be performed by ESI as a result of Client's failure to comply with its obligations hereunder, Client delays, or Client increases in the scope of Services under this SOW shall be invoiced to Client at ESI's then current rate for such Services (and such charges are in addition to the charges set forth below). All invoiced charges are due and payable pursuant to the payment terms set forth in this SOW (or, if none, then the terms of the Agreement).

8.0 Services Engagement

Your ESI Project Manager will engage as follows:

- a) Upon ESI's receipt of the Agreement, with this SOW incorporated, signed by the Client, the ESI Project Manager will contact the Client POC to schedule a project kick-off call and schedule the dates for the Services.
- b) Any project related calls will be scheduled through the ESI Project Manager with the Client POC.
- c) The ESI Project Manager will provide the Client POC with the overall project timeline and provide email status updates.
- d) Once the implementation is complete the ESI Project Manager will coordinate a closeout call with the Client POC to finalize the engagement and send the Implementation Completion Form for signature by Client.

9.0 Delivery

Services will be deemed delivered 24 hours after completion of the Services. Client will have fourteen (14) calendar days from receipt to review and identify defects. ESI shall perform the Services in a professional and workmanlike manner. Provided that Client provides ESI with written notice within 14 days of the date of performance of Services that fail to comply with the foregoing, ESI shall re-perform such Services in compliance with this SOW at no additional charge; provided, however, delays or changes in scope will incur additional man hours of services by ESI and such additional man hours of services shall be invoiced as set forth in this SOW. The remedies in this Section 9.0 shall be Client's sole and exclusive remedy, and ESI's entire liability, for any failure of any Services to comply with this Section 9.0.

10.0 Services Deliverables

The following deliverables will be provided to Client from the Services set forth in this SOW:

- a) WebEOC® Software Subscription deployment and migration to the Juvare Cloud;
- b) Updated WebEOC Software Boards identified herein; and
- c) No other deliverables.

11.0 Invoicing and Payment Terms

All Services under this SOW shall be paid by Client according to the following terms and conditions:

- a) The Fees for the Services are set forth on Exhibit C to the Agreement and such Fees will be invoiced by ESI to Client pursuant to the payment terms on Exhibit C;
- b) The charges (plus taxes) for man hours of Services performed by ESI under this SOW outside of Standard Business Hours, additional man hours of Services provided by ESI resulting from Client delays, and resulting from increases/changes in the scope of Services under this SOW shall be charged to Client as follows: (a) \$250.00 USD per man hour (plus taxes) if performed during Standard Business Hours, and (b) \$375.00 USD per man hour (plus taxes) if performed outside of Standard Business Hours. These charges are in addition to any other charges payable under this SOW. Invoices for man hours of Services under this Section (b) shall be invoiced by ESI to Client on a monthly basis as performed by ESI; and
- c) No travel is expected pursuant to this SOW; additional services may only be approved by Client via Change Order (reference Appendix A).

All invoices pursuant to this SOW (including, without limitation, invoices for Travel Expenses and taxes) are due and payable by Client to ESI within 30 days of the date of ESI's invoice.

Please provide your billing contact:

Attention: Greg Johnson
 Company: City of Corpus Christi
 Address 1: 1201 Leopard St.
 Address 2:
 City: Corpus Christi
 State: Texas
 Zip Code: 78418
 Phone: 361-826-8354
 Email: GregJ@cctexas.com

12.0 Contacts

Sales	Professional Services	Business Solutions
Amber Thompson	Clay Stephenson	Oliver Oetterer
Inside Sales Specialist	Director, Professional Services	Client Success Manager
(470) 279-6479	(770) 330-3918	(203) 491-8650
Amber.thompson@Juvare.com	Clay.stephenson@Juvare.com	Oliver.oetterer@Juvare.com

13.0 Additional Terms and Conditions

- a) This SOW is valid for 90 days from the Agreement Effective Date.
- b) Requests for modifications to this SOW after ESI's receipt of the Agreement, with this SOW incorporated and signed by the Client, will require a written change order similar to the Appendix A attached hereto and executed by both parties.
- c) Significant changes in scope may require a new or revised SOW, as well as additional expenses.
- d) Receipt by ESI of the Agreement, with this SOW incorporated, signed by the Client authorizes work to begin.
- e) Rescheduling will be subject to ESI's standard scheduling policies based upon available resources.

- f) Nothing contained herein obligates either party to enter into engagements beyond that stated herein.
- g) Notwithstanding participation by members of the Client's user community in requirements development, payment or other project activities, Client rights and obligations under the Agreement may not be transferred or assigned.
- h) This SOW, the Agreement, and any mutually agreed upon change order(s), set forth the entire agreement of Client and ESi with respect to the Service and the Deliverables, if any, to be provided by ESi hereunder and supersede any and all oral or written agreements or understandings between the parties, as to the subject matter of this SOW or the Agreement.
- i) CLIENT EXECUTION OF THE AGREEMENT, WITH THIS SOW INCORPORATED, INITIATES SCHEDULING OF WORK. ACTUAL START TIME WILL BE SUPPLIED AFTER SCHEDULING IS DETERMINED. CANCELLATIONS (IF AGREED UPON) WILL INCUR SERVICES PERFORMED.

APPENDIX A – Change Order

Change Number	Change Type	Description of Change	Requestor	Date Submitted	Date Approved	Status

Special Notes or Comments	
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ESi Approvals

	Name	Signature	Date	Approved (Yes/No)
ESi				
ESi				

Client Approvals

	Name	Signature	Date	Approved (Yes/No)
Position				
Position				

/End of Exhibits

Initials

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