



STATEMENT OF WORK SIGNATURES

AGREED AND ACCEPTED.

| | |
|--|---|
| Carahsoft Technology Inc | City of Aurora |
| 11493 Sunset Hills RD Reston, VA 20190 USA | 44 E Downer Pl Aurora, IL 60505 USA |
| Signature: | Signature: |
| Print Name: | Print Name: |
| Print Job Title: | Print Job Title: |
| Signature Date: | Signature Date: |

STATEMENT OF WORK

| | |
|---|--|
| SOW # | 893846 |
| Project Name: | Marketplace City OBO City of Aurora – Foundational Knowledge |
| Effective SOW Date: | Date this SOW is signed by both parties |
| Services Start Date: | Professional Services: Same as Effective Date |
| Expiration Date (must be whole months): | Professional Services: One year from Effective Date |
| Payment Terms: | Net 30 days upon receipt |
| Billing frequency: | Professional Services: Monthly in arrears |
| Purchase Order (if required): | |
| Prepared By: | MIKE PARISH |

1. EXECUTIVE OVERVIEW

This WO describes the scope that DocuSign will use in assisting in automating the electronic signing process using the DocuSign product. Our approach entails:

2. DESCRIPTION OF SERVICES (“PROJECT”)

2.1 Project Scope: (Implementation Services)

- a. DocuSign will provide consulting services in the following areas:
 - i. Feature and functional knowledge of the DocuSign product
 - ii. Product and technical knowledge of the DocuSign product
 - iii. General guidance and instruction on best practices
 - iv. Project planning and execution in relation to DocuSign’s proposed project scope
- b. Discovery & Design: 10 Hours
 - i. Review known use-cases
 - ii. Workflow training for identified use-cases
- c. Build & Configure: 20 Hours
 - i. Template Building & Advisory:
 1. Includes 5 hours of template building.
 2. Includes 15 hours of advisory.
- d. Train & Knowledge Transfer:
 - i. Product Training for the Project Team
 1. Includes up to 4 hours of DocuSign Basic Training:
 - a. DocuSign Web Console
 - b. DocuSign Template Creation
 - c. DocuSign Bulk Sending
 - d. DocuSign Powerforms
 - e. DocuSign Administrator Training
 2. Includes up to 6 hours of DocuSign Advanced Tools Training:
 - f. DocuSign Retrieve
 - g. DocuSign Connect

h. DocuSign API Toolkit

2.2 Project Deliverables:

The following section outlines the materials for this project:

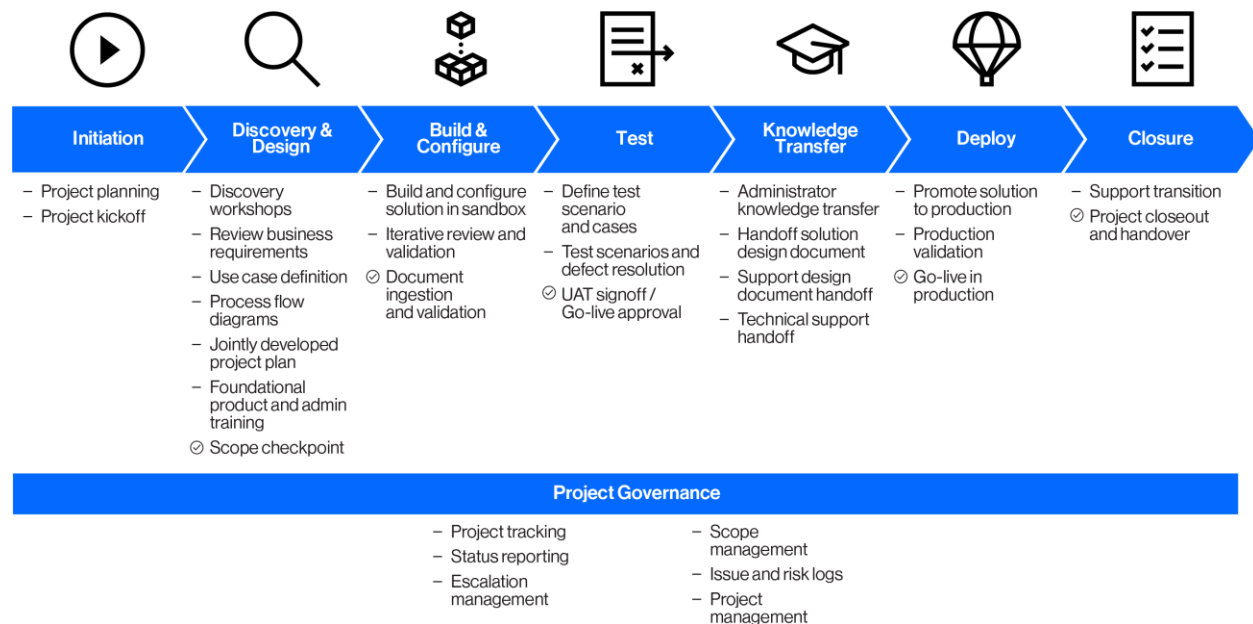
- Weekly Status Report

3. ASSUMPTIONS

- 3.1 Customer has and at all relevant times will maintain any necessary license rights for any underlying DocuSign products or services to execute the items within this SOW.
- 3.2 At the conclusion of the discovery and design, Customer and DocuSign will jointly determine what work will be assigned to each team to ensure DocuSign's work effort will remain within the SOW budget. Should Customer require DocuSign to complete additional work that exceeds the budget within this SOW, DocuSign and Carahsoft will issue a Change Order to Customer for the additional budget requested.
- 3.3 Professional Services will not incorporate DocuSign product enhancements as part of this SOW.
- 3.4 Carahsoft will bill for hours associated to supporting the project outlined in this SOW. This work includes project management tasks (i.e. status reporting, project plans, communication plans, project governance and planning meetings), technical work sessions, solution discovery and design, hands-on implementation, project team meetings, and all work to support the success of the project.

4. SERVICES DELIVERY APPROACH

The DocuSign implementation approach uses standard methodology built on the delivery of thousands of customer implementations. Below is a high level overview of this approach.



5. PERIOD OF PERFORMANCE

The Project shall commence on the Effective/Start Date and shall continue until the project completion criteria have been met.

The project will be complete when the earliest of the following occur:

- All hours listed have been utilized.
- Customer gives written notice that services are no longer needed.

- Expiration date has been reached.

If Customer believes for any reason that the Project has not been completed consistent with the terms of this SOW, it will promptly notify DocuSign in writing, in no event more than thirty (30) days after receipt of DocuSign's completion notice, and the Parties' will discuss any issues in good faith. Unless Customer delivers a non-completion notice during the specified time, all aspects of the Project will be deemed accepted without objection by Customer.

6. ENGAGEMENT RESOURCES

There are several roles involved in the implementation of a Project. Depending on Customer's specific needs, these roles may be shared among team members. DocuSign highly recommends counterparts to these roles on Customer's team as well:

- DocuSign Product Consultant: This role provides expertise on the functionality of the DocuSign solution, configuration and working knowledge of previous implementations covering a wide range of market segments. This work will be critical for envisioning possible solutions/configurations of the product for multiple business requirements.
- Technical Consultant: This role provides expertise in designing solutions that leverage the DocuSign API and will address topics associated with integration, infrastructure, and/or security.
- Project Manager: The project manager will provide overall project management and oversight for DocuSign resources necessary to support the Scope of Work for this Project.

7. CUSTOMER RESPONSIBILITIES

Customer agrees to maintain their organization's readiness, resource availability, and communication for decisions and issues in a manner to accommodate and not hinder the project. This includes availability from the below role-type decision makers:

- Business Owner(s) / Stakeholder(s)
- Project Manager(s)
- Developer(s) / Software Architect(s)
- Database Administrator(s) / Business Intelligence Personnel
- Other roles as required

Furthermore, upon successful completion of the Project, Customer will be responsible for any ongoing maintenance of the underlying database, pre-build and new reports, and any additional scripts outside of the Project.

8. CHANGE CONTROL PROCEDURE

The following process will be followed if a change to this SOW is required:

- 8.1 A Project Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the rationale for the change, and the effect the change will have on the project.
- 8.2 The designated Project Manager of the requesting party (DocuSign or Customer) will review the proposed change and determine whether to submit the request to the other party.
- 8.3 Both Project Managers will review the proposed change and approve it for further investigation or reject it. DocuSign, Carahsoft and Customer will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Customer Project Managers will sign the CO, which will constitute approval for the investigation charges. Carahsoft will invoice Customer for any such charges. The investigation will determine the effect that the implementation of the CO will have on the SOW price, schedule and other terms and conditions of the Agreement.
- 8.4 Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a CO will be authorized and signed by both Carahsoft and Customer.

9. PROJECT GUIDELINES

- 9.1 Team Member Availability. All of Customer's project team members (as may be agreed by the parties) will be made available to the DocuSign project team, based on the project plan that will be developed upon the full execution of this SOW.
- 9.2 Response Times. Any questions posed on status or development details will be answered by DocuSign in a reasonable time, with the goal of providing a response within 24 business hours, where business hours are defined as 8 AM PST to 5 PM PST, Monday to Friday. DocuSign expects a similar response time from Customer for questions that DocuSign poses to the Customer team.
- 9.3 Customer Project Manager. The Project Manager for Customer will be responsible for allocating and managing Customer resources for the Project.
- 9.4 DocuSign Staffing. DocuSign will deploy suitable staff to carry out the Project. The number of resources assigned to a project will vary during the project life cycle depending upon the requirements of the project. The DocuSign resource will keep the Customer Project Manager informed about Customer resources staffing plans.
- 9.5 Scope Changes. Any changes to the scope of the effort defined herein may result in additional time and fees that will be subject to DocuSign's availability and Carahsoft standard rates and will be managed via the change control process outlined above

10. FEE SCHEDULE

| Product Description | Description | Hours/Units | Rate/Fee | Total Amount (USD) |
|---|--|-------------|--------------|--------------------|
| Professional Services Custom Hourly Engagement (APT-0372) | DocuSign will provide Professional Services resources on an hourly Time & Materials basis. This role may be fulfilled by multiple individuals working as a team. | 40 | \$250 / hour | \$10,000 |
| Total (Excluding Tax) | | | | \$7,000 |

11. INVOICE PROCEDURES / OUT-OF-POCKET EXPENSES

- 11.1 Invoice Procedures:
 - i. Professional Services are provided on a Time-and-Materials basis.
 - ii. Customer will be invoiced monthly in arrears for Professional Services.
 - iii. Invoices referencing this Customer's SOW Number will be submitted to the address indicated above.
- 11.2 Out-of-Pocket Expenses:
 - i. Customer will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, transportation and any other applicable business expenses) listed on the invoice as a separate line item.
 - ii. Reimbursement for out-of-pocket expenses in connection with the performance of this SOW, when authorized, shall be in accordance with Customer's then-current published policies governing travel and associated business expenses, which information shall be provided by the Customer Project Manager before booking.

12. OWNERSHIP, LICENSE GRANT

- 12.1 Proprietary and Intellectual Rights. "Proprietary and Intellectual Property Rights" means, with respect to any material (hereinafter, a "Work") (i) all patents, copyrights, trademarks, trade secrets and any other intellectual property or proprietary rights and legal protections worldwide in and to such Work including but not limited to all rights under treaties, conventions, applications and registrations related to any of the foregoing; (ii) all applications, registrations and rights to make applications and registrations for the foregoing; (iii) all renewals, extensions, reversions or restorations of all of the foregoing; (iv) all goodwill associated with the Work; (v) all rights corresponding to each of the foregoing throughout the world,

- including but not limited to the right to duplicate, reproduce, copy, distribute, publicly perform, display, license, adapt, or prepare derivative works from the Work; (vi) all causes of action for infringement based on the Work or for other violations of any of the foregoing; and (vii) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to any of the foregoing.
- 12.2 Customer Materials. Any non-DocuSign materials provided by Customer to DocuSign for use by DocuSign in the course of performing Services under this SOW ("Customer Materials") will be used by DocuSign solely to perform the Services under this SOW. As between the parties, Customer will continue to own the Customer Materials and all Proprietary and Intellectual Property Rights therein and thereto.
- 12.3 Ownership. Except for Customer Materials, as between the parties, all of the following, and all Proprietary and Intellectual Property Rights therein and thereto, are and shall be the sole property of DocuSign (a) any Work provided to Customer under this SOW and components thereof; and (b) all other works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, and information conceived, discovered, developed or otherwise made in whole or part by DocuSign, whether as part of DocuSign's performance of the Services under this SOW or otherwise.
- 12.4 License Grant. Effective only as of final payment by Customer to DocuSign of all amounts required by Sections 10 and 11 of this SOW and under the Agreement, and subject to the terms and conditions of this SOW and the Agreement, DocuSign grants to Customer a revocable, nonexclusive, nontransferable license to use any Work provided to Customer under this SOW, solely for purposes of Customer's internal business operations. The license granted to Customer in this Section 12 is not sublicenseable, assignable or transferable, by operation of law or otherwise, without the advance written consent of DocuSign. Any purported sublicenses, assignments or transfers in violation of this Section 12 will be void. This SOW provides no other license or grant of rights to Customer. Any Proprietary and Intellectual Property Rights in the Work shall remain the property of DocuSign.

13. GENERAL

- 13.1 Rights in Feedback. Customer hereby assigns to DocuSign all right, title, and interest in and to any recommendations, suggestions, enhancement requests or other feedback provided by Customer to DocuSign concerning DocuSign Products and/or Services ("Feedback"), and DocuSign is free to make unrestricted use of the Feedback without any necessity of payment to Customer.
- 13.2 Limited Warranty and Exclusive Remedy. Carahsoft and DocuSign warrants to Customer that the Services will be performed in a competent and workmanlike manner in accordance with accepted industry standard practice and this SOW. Customer's exclusive remedy for breach of this warranty is to notify DocuSign and Carahsoft in writing within thirty (30) days of receipt of the non-conforming Services. Upon receipt of such notice, DocuSign and Carahsoft, at its option, will either use commercially reasonable efforts to re-perform the Services in conformance with these warranty requirements or will terminate the affected Services and will refund Customer the prorated amount of fees for the unperformed Services. This Section 13.2 sets forth Customer's exclusive rights and remedies Carahsoft and DocuSign's sole liability in connection with the performance of the Services.
- 13.3 DISCLAIMER. EXCEPT FOR THE WARRANTIES STATED IN THIS SECTION 13, ALL PROFESSIONAL SERVICES ARE PROVIDED "AS-IS." DOCUSIGN DISCLAIMS ALL IMPLIED WARRANTIES FOR SERVICES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Customer has no right to make or pass on any representation or warranty on behalf of DocuSign to any third party.
- 13.4 MUTUAL LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, NEITHER DOCUSIGN, CARAHSOFT NOR CUSTOMER SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR (a) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES; (b) ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS SOW, OR THE USE OR PERFORMANCE OF DOCUSIGN PRODUCTS AND/OR SERVICES, REGARDLESS OF WHETHER THE CAUSE OF ACTION IS IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR ANY OTHER FORM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (3) CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED FOR SERVICES PROVIDED HEREUNDER. TO THE EXTENT PERMITTED BY LAW, NEITHER DOCUSIGN, CARAHSOFT NOR CUSTOMER'S TOTAL AGGREGATE LIABILITY OF ANY KIND ARISING

OUT OF OR RELATING TO THIS SOW, REGARDLESS OF FORUM AND BASIS OF ACTION OR CLAIM (CONTRACT, TORT, OR OTHERWISE), WILL EXCEED THE TOTAL AMOUNT PAYABLE BY CUSTOMER TO CARAHSOFT UNDER THIS SOW TO WHICH THE LIABILITY RELATES.