



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS**

Award  Contract  Grant

**Requested Board Meeting Date:** 02/21/2023

*\* = Mandatory, information must be provided*

**or Procurement Director Award:**

**\*Contractor/Vendor Name/Grantor (DBA):**

Aurigo Software Technologies, Inc.

**\*Project Title/Description:**

Aurigo Masterworks Cloud

**\*Purpose:**

Award: DO-IT-23-20283. The Agreement and related documents under this Delivery Order is effective 02/21/2023 through 02/20/2028, under which Aurigo Software Technologies, Inc. will provide the services, licensing and support for the Aurigo Masterworks Cloud. The quoted cost of \$421,655.01 includes the one-time implementation cost of \$237,421.74 and the initial annual fee of \$159,991.09, the total amount of which is available under SHI International Corp. contract MA-PO-22-093. Annual fee during each year of the five-year term will not exceed \$159,991.09, and total cost will not exceed \$1,037,377.19. Aurigo Project Management Software will provide an environment that allows internal project managers and external partners to access project information online, collaborate and manage their projects more efficiently. Administering Department: Information Technology.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, on 04/05/2022, the Board of Supervisors awarded contract MA-PO-22-093 to SHI International Corp, derived from National Intergovernmental Purchasing Alliance Company dba OMNIA Partners Public Sector and City of Mesa Contract No. 2018011, for the purpose of purchasing third-party software to be used by Pima County departments in the execution of their duties. The use of acquired third-party software often requires the County and the third-party vendor to agree to enter into an ancillary licensing agreement.

PRCUID: 439397

Attachment: Aurigo Masterworks Software Package

**\*Program Goals/Predicted Outcomes:**

Aurigo supports standardizing project setup, status/assessment, prioritization, and reporting across our Capital Improvement Program. This software ties into financial and GIS/ESRI data to simplify project accounting. This will change to a single point of data entry for project information, streamlining staff's current process. This software provides the capability to operate field construction management practices from any location.

**\*Public Benefit:**

The Capital Improvement Program (CIP) expends roughly 10% of the entire County budget on a yearly basis. This software will provide purpose-built project management tools that allow staff to manage long range infrastructure planning, prioritize and advance yearly CIP budgets, manage, and oversee the health of individual projects from inception to completion, and provide collaboration and reporting tools. This will greatly streamline the process and allow project managers to better deliver infrastructure projects for the benefit of Pima County residents.

**\*Metrics Available to Measure Performance:**

Metrics will be based on the ability to meet the proposed implementation timeline (on time delivery) as well as the ability of the software to provide the project management tools per the proposed scope of work.

**\*Retroactive:**

No.

To: COB 02-07-23<sup>(1)</sup>  
PAs: 62  
Vers: DO

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: DO Department Code: IT Contract Number (i.e., 15-123): 23-20283
Commencement Date: 02/21/23 Termination Date: 02/20/28 Prior Contract Number (Synergen/CMS): N/A
[X] Expense Amount \$ 1,037,377.19 \* [ ] Revenue Amount: \$ N/A

\*Funding Source(s) required: Non-Bond Project Fund

Funding from General Fund? [ ] Yes [X] No If Yes \$ N/A % N/A
Contract is fully or partially funded with Federal Funds? [ ] Yes [X] No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? [ ] Yes [X] No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? [ ] Yes [X] No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
[ ] Expense [ ] Revenue [ ] Increase [ ] Decrease
Amount This Amendment: \$
Is there revenue included? [ ] Yes [ ] No If Yes \$
\*Funding Source(s) required:
Funding from General Fund? [ ] Yes [ ] No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards) [ ] Award [ ] Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
[ ] Match Amount: \$ [ ] Revenue Amount: \$
\*All Funding Source(s) required:
\*Match funding from General Fund? [ ] Yes [ ] No If Yes \$ %
\*Match funding from other sources? [ ] Yes [ ] No If Yes \$ %
\*Funding Source:

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer, Troy McMaster Digitally signed by Troy McMaster Date: 2023.02.06 14:24:59 -07'00'
Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer Date: 2023.02.06 14:46:44 -07'00'
Division Manager, Ana Wilber Digitally signed by Ana Wilber Date: 2023.02.06 14:42:48 -07'00'
Telephone: 520.724.8728

Department Director Signature: Javier Baca Date:
Deputy County Administrator Signature: Date: 2/6/2023
County Administrator Signature: Date: 2/7/2023

# **AURIGO PURCHASE**

## **AURIGO MASTERWORKS SOFTWARE PACKAGE**

1. SHI Quote 23011267 (2 pages)
2. Aurgio Service Subscription Agreement (27 pages)
3. Pima County Standard Contract Addendum (2 pages)
4. Pima County Licensed Software/SaaS Standard Terms & Conditions Addendum (8 pages)
5. Appendix A: Scope of Work (22 pages)



Pricing Proposal  
 Quotation #: 23011267  
 Created On: 1/25/2023  
 Valid Until: 2/28/2023

## AZ-County of Pima Finance and Risk Management

### Allana Erickson

PO Box 791  
 Attn: Accounts Payable  
 Tucson, AZ 85701  
 United States  
 Phone: 520-724-8064  
 Fax:  
 Email: ITD\_Purchasing@pima.gov

## Inside Account Manager

### Alec Zoccali-Nagler

290 Davidson Ave  
 Somerset, NJ 08973  
 Phone: 732-652-0873  
 Fax:  
 Email: alec\_zoccalinagler@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Aurigo Masterworks Cloud aurigo - Part#: NPN-AURIG-MASTE-A Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: CTR046099 <b>Note:</b> - Aurigo Masterworks Cloud Platform - Full Lifecycle Construction Management - Capital Planning	1	\$159,991.09	\$159,991.09
2 Masterworks Implementation, Setup, Deployment, and Training aurigo - Part#: NPN-AURIG-SERVI-A Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: CTR046099 <b>Note:</b> Pricing is based on the scope defined in the SOW provided to Pima County.	1	\$237,421.74	\$237,421.74
		*Tax	\$24,242.18
		Total	\$421,655.01

\*Tax is estimated. Invoice will include the full and final tax due.

### Additional Optional Items

CGI Advantage Interface aurigo - Part#: NPN-AURIG-CGIADI-A Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: CTR046099 <b>Note:</b> The pricing includes a two-way batch integration into your cost accounting system. This integration would include the following integration points: Budget, Payment, Purchase Order, Budget Change, Contract, Contract Change Order, Pay Estimate and Funding. All other integration costs have not been estimated.	1	\$39,405.00	\$39,405.00
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### Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

#### Investment Assumptions

- Contract Term – The initial contract term will be (5) years
- Annual Software Subscription - The annual software subscription is due upon contract signing and every contract anniversary date after that.
- Travel and Expenses - Travel expenses and course material reproduction (if requested) are not included in the investment. Aurigo will follow the Client's travel policy. These expenses will be billed as incurred as actuals.
- Scope - The Services prices quoted above are calculated based on the scope defined in the SOW
- Schedule - Any change to the agreed-upon project schedule outside of Aurigo's control may result in a Change Order.
- Price Revision – The Annual Subscription Fees are subject to change after the expiration of the initial contract term.
- Integration - The provided costs are best effort estimations and based on the integration scope specified in the pricing assumptions. The pricing includes Active Directory, ESRI ArcGIS, and ERP interface - a two-way batch integration into your cost accounting CGI Advantage

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

# AURIGO SERVICE SUBSCRIPTION AGREEMENT

This Service Subscription Agreement (the "Agreement") is an agreement between Aurigo Software Technologies Inc. and Pima County, a political subdivision of the State of Arizona (the "Customer"). This Agreement consists of the terms and conditions, the service level agreements ("SLAs") corresponding to the applicable Services, the Pima County Standard Contract Addendum, the Pima County Licensed Software/SaaS Standard Terms & Conditions Addendum, and the pricing and payment terms related to the applicable Services. The Services may also contain other posted notices or codes of conduct incorporated by reference into this Agreement.

Please read this Agreement carefully. THIS AGREEMENT MUST BE SIGNED BY BOTH PARTIES PRIOR TO USING ANY OF THE SERVICES. THE CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING ANY WRITTEN AND MUTUALLY AGREED MODIFICATIONS MADE TO IT FROM TIME TO TIME. IF THE CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, IT MAY NOT SUBSCRIBE TO OR USE THE SERVICES.

## 1. DEFINITIONS

**"Add-on Service"** means additional functionality or services that may be ordered by Users of the Services for an additional subscription fee or charge.

**"Affiliate"** means any legal entity that a Party owns, that owns a Party, or that is under its common ownership. "Ownership" means control of more than a 50% interest in an entity for purposes of this definition. If the Customer is an agency of a state, provincial, or local government, "Affiliate" means:

1. any government agency, department, office, instrumentality, division, unit or other entity, of the Customer's state, provincial or local government that is supervised by, or is part of, the Customer, or which supervises the Customer or of which the Customer is a part, or which is under common supervision with the Customer.
2. any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar types of governmental instrumentality established by the Customer's state or provincial laws and located within the Customer's state's or province's jurisdiction and geographic boundaries.
3. any other entity in the Customer's state or province expressly authorized by the laws of the Customer's state or province to purchase under state or provincial contracts; provided that a state or province and its Affiliates shall not, for purposes of this definition, be considered Affiliates of the federal government or its Affiliates. Notwithstanding the foregoing, provincial Crown corporations are not Affiliates for the purposes of this definition. If the Customer is a US government agency, "Affiliate" means any other US government agency. If the Customer is an agency of the Canadian government, "Affiliate" means any other agency of the Canadian government, except for a federal Crown corporation.

**"Annual Construction Value"** or **"ACV"** means the Customer's sum of all construction costs (both direct and indirect) for one fiscal year.

**"Aurigo"** means Aurigo Software Technologies Inc. or its Affiliates.

**"CPGL"** means Core Product Go Live. It is the date that the base functionality of the Aurigo Commercially Off the Shelf platform and the licensed product(s) is/are made available to the Customer. This is different from the Solution Go-live date when the entire solution will be hosted in a production environment.

**"Client Software"** means any software provided to Customer by Aurigo related to the Services.

**"Confidential Information"** means all terms and conditions herein and all financial, sales, marketing, pricing, customer, personnel, present or future product (including, without limitation, the source code of the Services or Client Software and all know-how and trade secrets, relating to, contained in, or embodied in the Services or Client Software, technical, research, development or other business data and information of the parties (whether communicated orally, visually, in writing, or any other recorded or tangible form) which is not in the public domain and which (a) either Party has marked as confidential or proprietary, (b) either Party, orally or in writing, has advised the other Party of its confidential nature, or (c) due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential.

**"Content"** means all data, including all text, sound, or image files and software that are provided to Aurigo by, or on behalf of, the Customer, its Users, and associated account Users through their use of the Services. The term "Content" does not apply to any test data.

It is the date that the base functionality of the Aurigo Commercial Off the Shelf Cloud Software and the licensed product(s) is/are made available to the Customer. **"Customer"** means the entity that has entered into this Agreement. If an individual enters into this Agreement on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity to this Agreement.

**"Derivative Work"** means modifications to and creation of forms, workflows, dashboards, and reports within Aurigo Masterworks. Subject to Customer's payment of subscription fees due to Aurigo, Aurigo hereby grants to Customer a non-exclusive license to prepare derivative works based on materials, including any and all modifications thereto, owned and developed independently by Aurigo prior to the preparation of its proposal and used to provide Services under this Contract. Aurigo shall retain its ownership interest in any modifications, enhancements, improvements, or derivative works of the foregoing, irrespective of their date of creation.

**"Go-Live"** means the date the entire configured Service is hosted and available in Aurigo's production environment for user access.

**"Intellectual Property"** means any intellectual or industrial property rights protected or protectable under the laws of the United States of America and includes copyrights, moral rights, trade secrets, patent rights, rights in inventions, trademarks, trade names, service marks, as well as applications for, and registrations, extensions, renewals and re-issuances of, the foregoing, in whatever form such rights may exist and whether registered or unregistered.

**"License"** means the rights granted by Aurigo to the Customer to copy, install, use, access, display, run and otherwise interact with the Services and Client Software for, as applicable, the Customer's internal business purposes.

**"Service" or "Services"** means any Aurigo-hosted software or services to which the Customer subscribes under this agreement.

"**SLAs**" means service level agreements representing commitments Aurigo makes regarding the Services. The term "SLAs" does not apply to any Third-Party Software or Third-Party Services.

"**Subscription**" means enrollment for a Service or Services for a defined Term.

"**Subscription Fee**" means the annual fee the Customer is required to pay for the Subscription to the Services and Client Software. The Customer is required to pay the Subscription Fees in advance. Payments are due and must be paid in accordance with the Agreement, Change Order, or Purchase Order. Price level changes are not retroactive. Prices for each price level are fixed when the Subscription is first placed and will apply throughout the Contract Term. Subscription Fees are subject to change by Aurigo at the end of the initial Contract Term and the end of any contract renewal term.

"**Subscription Period**" means the one-year period corresponding to a given Subscription Fee.

"**Term**" or "**Contract Term**" means the duration of this Agreement, as set forth on Schedule 1.

"**Third Party Software**" means software provided by a third party to the Customer (which may or may not be used through the Services) that are subject to additional terms and conditions between the third party and the Customer associated with the Customer's use of such third-party software. The term "Third Party Software" does not include software embedded in the Services or provided to the Customer by Aurigo as part of the Services necessary for the Customer's use of the Services.

"**Third Party Services**" means services provided by a third party to the Customer (which may or may not be used through the Aurigo Services) that are subject to additional terms and conditions between the third party and the Customer associated with the Customer's use of such third party services. The term "Third Party Services" does not include services provided to the Customer with, or as part of, the Aurigo Services necessary for the Customer's use of the Aurigo Services.

"**Users**" means individuals within the Customer's organization who have the right to use the Services, as dictated by the number of User Licenses purchased by the Customer.

"**User Licenses**" refers to the named user license subscriptions that the Customer has purchased under its Subscription for Services.

"**Work Order**" or "**Order**" means an order for Services.

"**Work Product**" means any item (tangible or intangible) created or produced as a result of any customization or configuration services by Aurigo. For the sake of clarity, the term "Work Product" does not include any items that are Derivative Works of intellectual property owned by Aurigo, including but not limited to the configuration of existing code.

## **2. Order of Precedence**

This Service Subscription Agreement incorporates other Attachments and documents in the following order of precedence. If terms in one document conflict with another, the terms will be interpreted with the following sequence of validity, beginning with item 1 and ending with item 4:

1. Standard Contract Addendum
2. This Service Subscription Agreement
3. Standard SaaS Contract Terms and Conditions Addendum
4. Exhibit A - Investment Summary



### 3. LICENSE GRANT – WHAT CUSTOMER IS LICENSED TO USE

**3.1 General.** Aurigo grants the Customer a non-exclusive, non-transferable, non-assignable, limited License to the Services ordered by the Customer during the Term, subject to the Customer's obligation to pay and any rights and limitations described in this Agreement. The Customer's ability to use the Services may be affected by minimum system requirements or other factors. Aurigo reserves all rights not expressly granted. No implied licenses flow from this Agreement.

**3.2 Ownership.** Each Party shall retain ownership of its Intellectual Property and Derivative Works created therefrom. Ownership rights to Work Product provided to the Customer under this Agreement will be defined in an applicable Statement of Work associated with that Work Product.

**3.3 Client Software.** The Customer may need to install Client Software wherever applicable (mobile client software for iOS and Android are available subject to users being licensed to access the Services) to access and use the Services, in which case Aurigo grants the Customer a non-exclusive, non-transferable, non-assignable, limited License to the Client Software during the Term, subject to the Customer's obligation to pay and any rights and limitations described in this Agreement. The Customer's ability to use the Client Software may be affected by minimum system requirements or other factors. The Customer may make copies of the Client Software solely to support the Services for its Users, but only to the extent the copies are true and complete copies (including copyright and trademark notices) and are made from an Aurigo approved media or a network source. The Customer agrees to use reasonable efforts to make all authorized Users (as discussed in Section 2.4 below) aware that use of the Services is licensed from Aurigo and subject to the terms of this Agreement. Additional rights and restrictions for the Client Software may accompany the provision of such Client Software, and the Customer agrees to abide by all such additional rights and restrictions.

**3.4 Authorized Users.** Only those individuals the Customer designates as authorized Users may use and access the Services. Only Users who have administrator privileges may add additional authorized Users to the Services up to and including the total number of User Licenses purchased during the Subscription Period. User Licenses cannot be shared or used by more than one authorized User and cannot be reassigned to a new User to replace a current authorized User who has terminated employment or otherwise changed job status or function and no longer uses the Services. However, a User who has administrator privileges may delete an authorized User from the Services and add a new authorized User to the Services to replace the former authorized User.

**3.5 Limitations on use.** The Customer shall not (and shall not permit any third party to) copy, reverse engineer, decompile or disassemble the Services or Client Software or make works derived from any version of the Services or Client Software or attempt to generate or access the source code for the Services or Client Software, whether by converting, translating, decompiling, disassembling or merging any part of the Services or Client Software with any other software, except where applicable law requires it despite this limitation. The Customer shall not (and shall not permit any third party to) rent, lease, lend, resell, or host to or for third parties any Services or Client Software. The Customer

shall not circumvent or disable any usage rules or other security features of the Services or Client Software; or remove, alter or obscure any proprietary notices or labels.

#### **4. ORDERING, PRICING, PAYMENTS, RENEWALS, AND TAXES**

**4.1 Ordering.** The Customer shall issue a purchase order to SHI for each Subscription and each change to a Subscription during an applicable Subscription Period. If the Customer desires to increase the total number of User Licenses during a Subscription Period, the Customer must purchase those additional User Licenses prior to exceeding its then-current number of authorized User Licenses. If the Customer desires to reduce the total number of User Licenses, the Customer may request a reduction in the number of User Licenses at any time during the applicable Subscription Period. If Aurigo assesses that the Customer is eligible for such reduction, which Aurigo may determine in its sole discretion, the reduction in the number of User Licenses will be effective at the beginning of the next Subscription Period. The Customer's reduction of User Licenses may trigger a price increase according to Aurigo's then-current Subscription Fee, and the Customer may lose any locked-in pricing or volume discounts previously agreed with Aurigo.

If the Customer has purchased an ACV-based Subscription, and if during the Contract Term, the Customer uses a higher ACV than it originally purchased for the applicable Subscription period, then (i) at the end of the applicable Subscription period, Aurigo will have the right to invoice the Customer in arrears at a price for the higher ACV tier used by the Customer; and (ii) the Customer will automatically be enrolled in the higher ACV tier used by the Customer for the next applicable Subscription Period. If the Customer's budget allocation changes, the Customer may request a downgrade to a lower ACV tier. If Aurigo assesses that the Customer is eligible for such downgrade, which Aurigo may determine in its sole discretion, the Customer's downgrade to a lower ACV tier will be effective at the beginning of the next Subscription Period. There will be no refunds if the Customer's ACV usage is lower than the tier selected for the then-current Subscription Period. The Customer's downgrade to a lower ACV tier may trigger a price increase according to Aurigo's then-current Subscription Fee, and the Customer may lose any locked-in pricing or volume discounts previously agreed with Aurigo.

Any Services added to a Subscription will expire at the end of the Term. The Customer may place Orders for its Affiliates under this Agreement and grant its Affiliates administrative rights to use the Services. Affiliates may not place Orders under this Agreement. To the extent the Customer grants any rights to Affiliates, such Affiliates shall be bound by the terms and conditions of this Agreement. The Customer agrees that it is jointly and severally liable for any Services purchased for or other actions taken by any of its Affiliates or any third party to which it provides rights under this Agreement.

**4.2 Renewal.** The Contract Term of this Agreement is defined in Schedule 1.

**4.3 New agreement.** Upon notice prior to placing new Orders, renewing any Subscriptions, or further use of the Services after the end of the Contract Term, Aurigo may require the Customer to enter into an updated agreement to govern Orders, renewal Subscriptions, usage, or other terms from that date forward.

**4.4 Taxes and other Incidental Charges.** Unless stated otherwise, the prices and rate plans do not include any taxes, phone and the Customer's cost of their Internet access charges, mobile text messaging, wireless service, and other data transmissions. The Customer is responsible for all such incidental charges and any taxes it is legally obligated to pay, including, but not limited to, paying Aurigo any applicable value-added, sales, or use taxes or like taxes that are permitted to be collected from the Customer by Aurigo under applicable law. If any taxes are required by law to be withheld on payments made by the Customer to Aurigo, the Customer may deduct such taxes from the amount owed Aurigo and pay them to the appropriate taxing authority; provided, however, that the Customer shall promptly secure and deliver to Aurigo an official receipt for any such taxes withheld or other documents necessary to enable Aurigo to claim a Foreign Tax Credit. The Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law. If the Customer is tax-exempt, it must provide a valid tax exemption certificate for Aurigo to exclude taxes from customer invoices.

**4.5 Refunds.** All charges are non-refundable unless expressly stated otherwise or otherwise provided by law.

**4.6 Late Payments.** Payments to SHI are due 30 days from receiving an invoice. Aurigo may suspend or cancel the Services if the Customer does not pay in full and on time.

## **5. TERM AND TERMINATION**

**5.1** This Agreement will become effective upon the date this agreement is executed by the parties and remain in force for the Term unless terminated pursuant to this Section 5.

**5.2 Suspension of Services by Aurigo.** Aurigo may immediately suspend the Customer's use of the Services or a portion thereof at any time if (a) Aurigo believes that the Customer's use of the Services represents a direct or indirect threat to its network function or integrity or anyone else's use of the Service, or (b) Aurigo is otherwise required by law to do so. Upon notification by Aurigo of any such suspension, the Customer's right to use the Services will stop immediately. For the avoidance of doubt, during any suspension, the other terms of this Agreement remain in full force and effect.

Aurigo will endeavor to work with the Customer to revoke a suspension, which may include the Customer taking remedial actions, after which the Customer's right to use the Services will resume. If Aurigo determines in its sole discretion that a suspension cannot be revoked, then Aurigo may terminate this Agreement by written notice to the Customer.

**5.3 Termination by Customer.** The Customer may suspend the Customer's use of the Services or a portion thereof at any time if Aurigo violates the terms of this Agreement. In the event of such termination, Customer will have no further obligation to Aurigo, other than to pay for services rendered prior to termination.

**5.4 Termination of this Agreement for Cause.** A Party may terminate this Agreement by written notice if the other Party materially breaches this Agreement and fails to cure the breach during the Cure Period. The "Cure Period" will commence on the date the non-breaching

Party gives written notice of a breach to the breaching Party, specifying the nature of the breach, and will continue for a period of (i) ten (10) days in cases where the breach is the failure to pay any amounts due under this Agreement; or (ii) thirty (30) days for all other breaches; provided that, notwithstanding the foregoing, there will be no period for curing or remedying a material breach by either Party of its obligations pertaining to Confidential Information under Section 9. If the Customer fails to make any payment required hereunder and fails to cure such breach within the Cure Period, Aurigo may declare all sums due and to become due hereunder immediately due and payable. If Aurigo terminates this Agreement for the Customer's violation of the Agreement terms, the Customer will be obligated to pay any Subscription fees due for the then-current Subscription Period.

**5.5 Termination for Insolvency.** This Agreement may be terminated by either Party, immediately upon written notice to the other Party in the event (i) the other Party files a bankruptcy petition or is adjudicated bankrupt; (ii) a petition in bankruptcy is filed against the other Party, and such petition is not dismissed within sixty (60) calendar days; (iii) the other Party becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy or other similar law; (iv) the other Party discontinues its business; or (v) a receiver is appointed for the other Party or its business.

**5.6 Effect of termination.** Upon termination or cancellation of the Services or this Agreement by either Party for any reason, (i) the Customer will immediately cease all use of the Services and Client Software, (ii) the Customer shall certify in writing to Aurigo that, within 30 calendar days after termination, the Customer has erased from computer memory, destroyed, or returned to Aurigo all Client Software, as well as any copies thereof on any media or in any form, whether partial or complete, whether modified or in original form, and (iii) Aurigo may delete the Customer's Content permanently from its servers. Notwithstanding the foregoing, Aurigo will keep the Customer's Content for a period of 90 days before it is deleted from Aurigo's servers. The Customer is solely responsible for incurring the costs and taking the necessary steps to back up its Content and maintain its primary means of business. Termination of the Services or this Agreement or any license granted herein shall not limit either Party from pursuing other remedies available to it at law or in equity.

**5.7 No liability for the deletion of Content.** The Customer acknowledges that, other than as expressly described in these terms, Aurigo will have no obligation to continue holding, exporting, or returning the Customer's Content. The Customer acknowledges that Aurigo will have no liability whatsoever for the deletion of Content pursuant to these terms.

## **6. DATA PRIVACY**

**6.1 Use of Customer Data.** Content and other data that the Customer may provide or cause to be provided to Aurigo for use with the Services ("**Customer Data**") will be used only to provide the Customer the Services, and in other limited circumstances, including troubleshooting aimed at preventing, detecting, and repairing problems affecting the

operation of the Services, the improvement of features including but not limited to those features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam), and develop new Service capabilities. Aurigo may also use Customer Data for the limited purposes of marketing, advertising, and customer communications. The Customer hereby grants to Aurigo a limited, nonexclusive license to use the Customer Data for the limited purposes set forth above in this Section 6.1.

Notwithstanding the foregoing, Aurigo will not otherwise disclose customer data to a third party (including law enforcement, other government entity, or civil litigant; excluding Aurigo subcontractors and affiliates) except as the Customer directs or unless required by law. Should a third party contact Aurigo with a demand for customer data, Aurigo will attempt to redirect the third party to request it directly from the Customer. Aurigo may provide the Customer's basic contact information to the third party as part of that. If compelled to disclose customer data to a third party, Aurigo will use commercially reasonable efforts to notify the Customer in advance of a disclosure unless legally prohibited. The Customer is responsible for responding to requests by third parties defined in this clause regarding the Customer's use of the Service, such as a request to take down content under the Digital Millennium Copyright Act.

## **7. USE RIGHTS AND LIMITATIONS**

**7.1 SLAs.** Aurigo will comply with the then-current SLA in place relating to the Services

**7.2 Customer's Use.** In using the Service,

**Customer agrees to:**

- comply with all laws
- keep its password secret
- promptly notify Aurigo if it learns of a security breach or unauthorized access related to the Service

**Customer agrees to not:**

- use the Services in any way that harms Aurigo or its Affiliates, resellers, distributors and/or vendors, or any customer of the same, or the Services or other Users
- engage in, facilitate, or further unlawful conduct
- damage, disable, overburden or impair the Services (or the networks connected to the Services) or interfere with anyone's use and enjoyment of the Services
- resell or redistribute the Services, or any part of the Services, unless the Customer has a contract with Aurigo that permits it to do so
- use any portion of the Services as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam")
- use any unauthorized automated process or service to access and/or use the Services (such as a BOT, a spider, periodic caching of information stored by

Aurigo, or "meta-searching"), however, periodic automated access to the Services for report creation or scheduling is permitted

- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Services or work around any of the technical limitations in the Services
- modify, create Derivative Works from, reverse engineer, decompile or disassemble or otherwise attempt to discover any trade secret contained in the Services or in any technology, or system used by Aurigo in connection with providing the Services, except and only to the extent that applicable law expressly permits the Customer to do so despite this limitation
- create a "mirror" of any content of the Services to give the impression that the Customer is offering all the functionality of the Services as its service is located on its servers
- build a product or service using similar ideas, features, functions, or graphics of the Services
- copy any ideas, features, functions, or graphics of the Services

**7.3 Use of Other Aurigo Services.** The Customer may need to use certain Aurigo websites or services to access and use the Services. If so, the terms of use associated with those websites or services, as applicable, apply to the Customer's use of them.

**7.4 Third Party Services.** Aurigo or its partners may make Third Party Services available to the Customer (a) through the Services or (b) that interface with the Aurigo Services. These Third Party Services are the responsibility of the Third Party Service provider, not Aurigo. The Third Party Service providers may require the Customer to accept additional terms and conditions and/or pay a fee to use their services. Those additional terms and conditions are between the Customer and the Third Party Service provider. The Customer must maintain an active Subscription to use the Aurigo Services with Third Party Services.

Any Third Party Service provider's use of information that the Customer provides as part of using their Third Party Service is subject to the privacy statements and practices of that Third Party Service provider and/or their suppliers. Aurigo encourages the Customer to review the privacy statement of these Third Party Service providers. Aurigo is not responsible for the privacy statements or privacy practices of these Third Party Service providers or their suppliers.

**7.5 Third Party Software.** Some Third-Party Software may be appropriate or necessary for use with the Service. The Customer is solely responsible for any Third Party Software installed in or used with the Aurigo Services. The Customer's right to use such Third Party Software is governed by the terms of any applicable Third Party Software license agreement. Aurigo is not a party to and is not bound by any terms governing the Customer's use of the Third-Party Software. The Customer acknowledges that it will direct and control the installation and use of Third Party Software with the Aurigo Services.

The Customer must maintain an active Subscription to use the Aurigo Services with Third Party Software. Aurigo will not run or make any copies of Third Party Software licensed

by the Customer except as necessary to support the Customer's use of the Aurigo Services. The Customer may not install or use the Third Party Software in any way that would subject Aurigo's intellectual property or technology to obligations beyond those included in the Agreement. Aurigo does not, and will not have any obligation to, provide technical or other support for any Third Party Software. Aurigo does not make any representation or guarantee that any Third Party Software will operate successfully with the Services or continue performing after an update, upgrade, services patch, support fix, or platform migration has been made to the Service.

- 7.6 Third Party Software and Third-Party Services Release of Claims.** Aurigo will not be liable for any claims arising out of the Customer's use of Third-Party Software or Third Party Services, including but not limited to claims pertaining to privacy, performance, availability, or data integrity.
- 7.7 Third Party Software and Third-Party Services Indemnity for Use.** The Customer will, to the extent permitted by law, indemnify and hold harmless Aurigo for all claims resulting from, related to, or in connection with the Customer's use of Third-Party Software or Third-Party Services associated with the Aurigo Services.
- 7.8 Use of Third-Party Software or Third-Party Services Websites.** If the Customer accesses any third-party website to use Third Party Software or Third-Party Services in conjunction with the Aurigo Services, the Customer must abide by the third party's terms of use and Aurigo's terms of use for those third-party websites, as set forth in paragraph 7.2 below.

## 8. CUSTOMER CONTENT

**8.1 Links to third-party websites.** The Services may contain links to third-party websites belonging to Third Party Software and Third Party Service providers. These third-party websites are not under Aurigo's control, and Aurigo has no responsibility for the content contained in such third-party websites. If Aurigo has included these links in the Services, it provides them as a convenience to the Customer only. The inclusion of these links is not an endorsement by Aurigo of any third-party website, Third Party Software, Third Party Services, or any other third-party service or product. Aurigo reserves the right to disable links to any third-party website that the Customer posts on the Services. The Customer's use of any such third-party website will also be subject to Aurigo's Third Party Terms of Use, available here: <http://www.aurigo.com/third-party-terms-of-use/>

**8.2 Aurigo will not own any Content.** Aurigo performs regular backups of Content for the purpose of recovery in the event of a failure in Aurigo's data centers. However, notwithstanding the foregoing, the Customer is solely responsible for the Content it provides to Aurigo through the Services either through integrations or manual entry. The Customer, not Aurigo, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Content. Aurigo shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Content that the Customer uses with the Service.

## 9. CONFIDENTIALITY

**9.1** Aurigo and the Customer shall treat the Agreement terms and conditions as confidential to the extent permitted by law. They shall not disclose them to any third party except in the furtherance of the parties' business relationship with each other. For government customers, this Section is subject to the requirements of applicable trade secrets, public records, or similar laws.

**9.2 Protective Measures.** Each Party acknowledges the proprietary nature of the other Party's Confidential Information and the business advantage and opportunity provided thereby. The Customer acknowledges and agrees that the Services and Client Software, its object code and source code, whether or not provided to the Customer, and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the Services or Client Software, all future updates and upgrades, and all other improvements, revisions, corrections, bug-fixes, hotfixes, patches, modifications, enhancements, releases, signature sets, upgrades, and policy and database updates and other updates in, of, or to the Services or Client Software, all Derivative Works based upon any of the foregoing, and all copies of the foregoing are trade secrets, Confidential Information and proprietary property of Aurigo, having great commercial value to Aurigo. Accordingly, each Party agrees that the Confidential Information it receives from the other Party will be disclosed only to such of its employees and agents who have a need to know such information in furtherance of their duties and are bound to an enforceable written agreement prohibiting them from disclosing any such information to any other party or using such information except for the purposes permitted by this Agreement. Except as expressly permitted by this Agreement, neither Party will use the other Party's Confidential Information or disclose such information to any third party without the prior written consent of the other Party.

**9.3 Exceptions Regarding Disclosure.** Nothing in this Agreement will prevent the receiving Party from disclosing the other Party's Confidential Information to the extent the receiving Party is legally compelled to do so by any court or governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction, on condition that prior to the disclosure, the receiving Party shall (i) assert the confidential nature of the Confidential Information; (ii) immediately notify the disclosing Party in writing of the order or request to disclose.

**9.4 Injunctive Relief.** Each Party acknowledges and agrees that due to the unique nature of Confidential Information, there can be no adequate remedy at law for any unauthorized use or copying of the Services or Client Software by the Customer or any breach of the obligations under this Section 8 regarding Confidential Information by either Party. Any such breach would result in irreparable harm to the non-breaching Party and, therefore, upon any such alleged breach, the non-breaching Party will be entitled to seek appropriate equitable relief, in addition to whatever remedies it might have at law, in equity or under this Agreement.



## 10. WARRANTIES

**10.1 Limited warranty.** Aurigo warrants that the Services and Client Software will conform as per specification and will be subject to the following limitations:

- this limited warranty applies only during the Term, including any renewals ("Limited Warranty Period")
- any implied warranties, guarantees, or conditions not able to be disclaimed as a matter of law will last only during the Limited Warranty Period
- this limited warranty does not cover problems caused by accident, abuse, or use of the Services in a manner inconsistent with this Agreement or resulting from events beyond Aurigo's reasonable control
- this limited warranty does not apply to problems caused by the failure to meet minimum system requirements
- this limited warranty does not apply to downtime or other interruption in access to the Services or any other performance metrics that are addressed in an applicable SLA
- this limited warranty does not apply to problems caused by the Customer's use of any Third-Party Services, Third-Party Software, and any other third party provided goods or services
- This limited warranty expressly excludes any Third-Party Services, Third-Party Software, and any other third party provided goods or services

**10.2 Remedies for breach of limited warranty.** If the Customer notifies Aurigo within the Limited Warranty Period that the Services or a portion thereof do not meet the limited warranty, then Aurigo will either (1) return the amount paid for the applicable Services or portions thereof during the Term, but only in an amount equal to the portion of the payments for which the Customer's warranty claim applies, and only to the extent the Customer requests termination of the contract, or (2) update such Services to make it conform to the limited warranty. These are the Customer's only remedies for breach of the limited warranty unless other remedies are required to be provided under applicable law.

**10.3 DISCLAIMER OF OTHER WARRANTIES.** OTHER THAN THIS LIMITED WARRANTY, AURIGO PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES. AURIGO DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.

**10.4 DISCLAIMER OF LIABILITY.** Aurigo will not be in breach of any of its obligations under this Agreement (including in respect of any service levels, to the extent applicable) or be liable to the Customer, to the extent such act or omission (which would constitute such a breach or give rise to liability) is caused by or directly attributable to an act or omission of any third party not affiliated with Aurigo, including for the avoidance of doubt, the Customer.

## 11. DEFENSE OF INFRINGEMENT AND MISAPPROPRIATION CLAIMS

**11.1 Agreement to protect.** Aurigo will defend the Customer against any claims made by an unaffiliated third party that any Services or Client Software infringes that third party's patent, copyright, or trademark or makes intentional unlawful use of its trade secrets or confidential information. Aurigo will also pay the amount of any resulting adverse final judgment (or settlement to which Aurigo consents). This Section provides the Customer's exclusive remedy for these claims.

**11.2 What Customer must do:** The Customer must notify Aurigo promptly in writing of the claim and give Aurigo control over its defense or settlement of the claim. Aurigo will work with the Customer's designated representative to process and defend against the claim. The Customer's designated representative must provide Aurigo with reasonable assistance in defending the claim. Aurigo will reimburse the Customer for reasonable out-of-pocket expenses incurred in providing that assistance, but Aurigo will not be liable to the Customer for any attorney fees of counsel hired by the Customer unless Aurigo has expressly agreed to pay such fees in advance and in writing.

**11.3 Limitations on defense obligation.** Aurigo's obligations in this Section 10 will not apply to the extent that the claim or award is based on:

- the Customer's use of the Services or Client Software after Aurigo notifies it to discontinue its use due to a third-party claim
- the Customer's combination of the Services or any related Client Software with a non-Aurigo product, data, or business process, including Third Party Software and Third-Party Services
- damages attributable to the value of the use of a non-Aurigo product, data, or business process
- the Customer's use of Aurigo's trademark(s) without express written consent to do so
- any trade secret or undisclosed information claim, where the Customer acquires the trade secret or undisclosed information (1) through improper means; (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than Aurigo) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information

**11.4 Specific rights and remedies in case of infringement.**

- **Aurigo's rights in addressing possible infringement.** If Aurigo receives information concerning an infringement claim related to the Services or Client Software, Aurigo may, at its expense and without obligation to do so: (1) procure for the Customer the right to continue to use the allegedly infringing Services and/or Client Software, (2) modify the Services and/or Client Software, or (3) replace the Services and/or Client Software with a functional equivalent, to make it non-infringing, in which case the Customer will immediately stop using

the allegedly infringing Services and/or Client Software after receiving notice from Aurigo.

- **Customer's specific remedy in case of an injunction.** If, as a result of an infringement claim, the Customer's use of the Services or Client Software is enjoined by a court of competent jurisdiction, Aurigo will, at its option, either: (1) procure the right to continue its use; (2) replace it with a functional equivalent; (3) modify it to make it non-infringing; or (4) terminate the License as to the infringing Services and/or related Client Software and refund any amounts paid in advance by the Customer for unused Services.

## 12. LIMITATION OF LIABILITY

**12.1 Limitation on liability.** Except as otherwise provided in this Section, to the extent permitted by applicable law, the liability of Aurigo and Aurigo's contractors to the Customer arising under this Agreement is limited to direct damages up to the amount the Customer paid Aurigo for the Services and/or Client Software giving rise to that liability during the (1) Term or (2) twelve months prior to the filing of the claim, whichever is less. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

- Aurigo's obligations under the Section titled "Defense of infringement and misappropriation claims"
- the Customer's use of Aurigo's trademark(s) without express written consent to do so
- liability for damages awarded by a court of final adjudication for Aurigo's or its employees' or agents' gross negligence or willful misconduct
- liabilities arising out of any breach by Aurigo of its obligations under the Section entitled "Confidentiality"
- liability for personal injury or death caused by Aurigo's negligence or that of its employees or agents or for fraudulent misrepresentation

**12.2 EXCLUSION OF CERTAIN DAMAGES.** To the extent permitted by applicable law, whatever the legal basis for the claim, neither Party, nor any of its affiliates or suppliers, will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for lost profits or revenues, business interruption, or loss of business information) arising in connection with this agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. However, this exclusion does not apply to either Party's liability to the other for violation of its confidentiality obligations or the other Party's intellectual property rights.

## 13. VERIFYING COMPLIANCE

During the Term of any Subscription and for three years thereafter, the Customer must keep all records relating to the Subscription(s) and the Customer's use of the Services and/or Client

Software under this Agreement. Aurigo may request that the Customer conduct an internal audit of all Services in use throughout the Customer's organization, comparing (i) the number of User Licenses in use to the number of User Licenses purchased by the Customer or (ii) the ACV tier used by the Customer to the ACV tier purchased by the Customer, as the case may be. By requesting an audit, Aurigo does not waive its rights to enforce this Agreement or protect Aurigo's intellectual property by any other means permitted by law. If verification or self-audit reveals any unlicensed use, the Customer must promptly order sufficient User Licenses or purchase a higher ACV tier to cover its past and present use. If use is more than what the Customer purchased from Aurigo, the Customer must also reimburse Aurigo for the costs Aurigo has incurred in verification and acquire the necessary additional User Licenses or ACV tier, as the case may be, at single retail subscription cost within 30 days.

**14. MISCELLANEOUS**

**14.1 Notices.** Notices, authorizations, and requests to Aurigo in connection with this Agreement must be sent by regular or overnight mail, or express courier, to the addresses listed below. Notices will be treated as delivered on the date shown on the return receipt. Termination of the Agreement, a Subscription, or cancellation of a Subscription initiated by the Customer should be sent via the Aurigo customer service contact.

<b>Copies should be sent to:</b>	
<b>Notices should be sent to Aurigo:</b>	
Addresses provided at:  <a href="http://www.aurigo.com/contact/">http://www.aurigo.com/contact/</a>	Aurigo Software Technologies Inc. 12515-7 Research Blvd. Suite 300, Austin, TX 78759

Notices, authorizations, and requests to the Customer may be emailed to the account administrators the Customer identifies. Notices are effective on the date on the return receipt or, for email, when sent.

<b>Copies should be sent to:</b>	
<b>Notices should be sent to the Customer:</b>	

<p>Nancy Cole, Director  Capital Program Office, Pima County  520-724-6312 – Office</p>	<p><b>Allana Erickson</b>  <i>Special Staff Assistant</i>  Pima County ITD- Purchasing Division  33 N Stone Ave, 14<sup>th</sup> Flr  Tucson, AZ 85701  Phone: 520-724-8064</p>
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**14.2 Assignment.** The Customer may not assign this Agreement.

**14.3 Severability.** If a court holds any provision of this Agreement to be illegal, invalid, or unenforceable, the rest of the document will remain in effect, and this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

**14.4 Waiver.** A waiver of any breach of this Agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving Party.

**14.5 Applicable law.** This Agreement is governed by the laws of the State of Texas without regard to its conflict of laws principles, except that (1) if the Customer is an entity of the US Government, this Agreement is governed by the laws of the United States, and (2) if the Customer is an entity of a state or local government in the United States, this Agreement is governed by the laws of that state. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement. The Services are protected by copyright and other intellectual property rights laws and international treaties.

**14.6 Dispute Resolution.** The Parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled to the extent possible by good faith negotiations. Any dispute that the parties cannot resolve by good faith negotiations within thirty (30) days or such a longer period as the Parties may mutually agree shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator appointed in accordance with such Rules. The arbitration will take place in The State of Arizona in Pima County, USA, in the English language, and the arbitral decision may be enforced in any court. Notwithstanding the foregoing, claims for injunctive or equitable relief or claims regarding intellectual property rights may be brought in any competent court. Subject to the preceding arbitration provision, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in The State of Arizona in Pima County.

**14.7 This Agreement is not exclusive.** The Customer is free to enter into agreements to license, use or promote non-Aurigo software or services, subject to the terms of this Agreement.

**14.8 Survival.** Provisions regarding fees, restrictions on use, transfer of licenses, export restrictions, defense of infringement and misappropriation claims, limitations of liability,

confidentiality, compliance verification, indemnification, obligations on termination, and the provisions in this Section entitled "Miscellaneous" will survive expiration or termination of this Agreement.

**14.9 Force majeure.** Neither Party will be liable for any failure in performance due to causes beyond either Party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber-terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services)). This Section does not apply to the Customer's payment obligations under this Agreement to the extent that any services continue during the force majeure period, for services rendered prior to the force majeure period, or once services resume following the force majeure period.

**14.10 US export jurisdiction.** The Services are subject to US export jurisdiction. The Customer must comply with all applicable laws, including the US Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions issued by the US and other governments.

**14.11 Entire Agreement; Amendment.** This Agreement, schedules, addenda, and exhibits attached thereto constitute the entire agreement between the parties and supersede all prior agreements, understandings, and other communications with respect to the subject matter hereof. Except as specifically provided for in this Agreement, no modification or amendment of this Agreement will be effective unless in writing and executed by a duly authorized representative of each Party.

## SCHEDULE 1 - Description of Service Subscription

<b>Product Name</b>	Aurigo Masterworks Cloud – Pro
<b>Product Version</b>	2022.13
<b>Products Included</b>	1. Masterworks Cloud – Platform Core – PLT-MWC-C 2. Full Lifecycle Construction Management – FLCM 3. Capital Planning and Portfolio Management-CPPM
<b>Contract Term</b>	5 years
<b># of Users</b>	70 Users Internal/External
<b>Customer Name</b>	Pima County
<b>Support Plan</b>	Silver Support Plan (Standard)
<b>Support Plan Amendments</b>	NA

Note:

**Only the products listed above are included with the annual subscription.**

## SCHEDULE 2 – Support Plan and Service Level Agreement

Aurigo provides this Service Level Agreement (SLA) subject to the terms and conditions below, which will be fixed for the duration Contract Term of the Service. If a new SLA is proposed, it must be agreed upon in writing between Aurigo and the Customer.

Aurigo will provide product support to the administrative users of the system. Administrative users can contact Aurigo for support during the support times defined in the purchased Support Plan.

The Customer's end-users must contract the Customer's helpdesk for general support. If the Customer's helpdesk cannot resolve the issue, the Customer's designated and authorized personnel can contact Aurigo support helpdesk to help resolve the issue as set forth below.

### A. Definitions

1. **"Claim"** means a claim submitted by the Customer to Aurigo that a Service Level under this SLA has not been met and that a Service Credit may be due to the Customer.

2. **"Downtime"** means the time when the Service is not functional and is not available to the Customer for use.
3. **"Incident"** means an unplanned interruption or degradation in Service.
4. **"Monthly Uptime Percentage"** is calculated on a calendar month basis (according to the formula set forth in Section A) using data collected about the Service's availability for a given calendar month by a third-party provider who makes frequent log-in attempts to the Service on a 24-hour/seven day a week basis.
5. **"Planned Downtime"** means published maintenance windows or times when Aurigo notifies the Customer of periods of scheduled Downtime for network, hardware, Service maintenance, or Service upgrades at least five days before the commencement of such Downtime. If an emergency Downtime is required (such as a fix to a zero-day vulnerability), Aurigo is authorized to give the Customer less than twenty-four (24) hours' notice before the required downtime. Except for all Emergency Downtime, the Customer's approval is mandatory for Scheduled Downtime. For Emergency Downtime, the Customer will be notified. A three-hour maintenance period (over a weekend) is scheduled every month for security patching.
6. **"Service Level"** means the percentage of Service availability for a given month that Aurigo agrees to provide to the Customer, which is measured by the Monthly Uptime Percentage.

**B. Application Uptime Service Level**

1. The Service Level for Application Uptime is according to the purchased Support Plan.
2. The Monthly Application Uptime Percentage is calculated for a given calendar month using the following formula:

<b>Monthly Uptime Percentage =</b>	
Total number of minutes in a given calendar month	Total number of minutes of <b>minus</b> Unplanned Downtime in a given calendar month
Total number of minutes in a given calendar month	

3. To monitor the Service and ensure availability, the Customer agrees to provide a read only user account to access the Customer's instance of the Service.

**C. Claims against Application Uptime Service Level**



1. The Customer may make a claim if the Application availability does not meet the uptime service level guarantee. The Customer's account must be active and in good standing to make a claim against Application Uptime Service Level.
2. The Customer must submit a formal claim to billing support at [support@aurigo.com](mailto:support@aurigo.com).
3. The Customer must provide all reasonable application downtime details related to the Claim.
4. The Customer must provide sufficient evidence to support the Claim by the end of the month following the month in which the Incident that is the subject of the Claim occurs. For example, if the Incident occurs on January 15 and the Customer provides Notice on January 20, the Customer must provide sufficient evidence to support the Claim by February 28.

Aurigo will use all information reasonably available to validate Claims and make a good faith judgment on application uptime Service Level. Aurigo will use commercially reasonable efforts to process Claims within forty-five (45) days.

**D. Incident (application issue) definitions and support process**

Aurigo commits to responding to support requests in a timely manner. If the issue is because of a bug, a fix may take longer depending on the nature of the bug. The time to fix will be bug-specific, and an estimate will be provided to the customer. In such cases, Aurigo will provide a workaround or advisory instructions (such as when the fix would be released in production), which will stop the SLA clock for that specific issue.

Severity Level	Name	Description	Time to Response	Time to Repair
<b>1</b>	<b>Urgent</b>	Service outage has halted the normal functioning of the business. The Service is entirely inaccessible to users, or the Service is unusable because of severe performance degradation.	1 Hour	4 Hours
<b>2</b>	<b>High</b>	Major functionality in the Service is not working as designed, and there is a high impact on portions of the Customer's business that impacts most users. If a reasonable workaround is found for an "Urgent" issue, it can be downgraded to "High" with the Customer's consent.	4 Business Hours	2 Business Days

3	Normal	The Service is experiencing a partial, noncritical loss of use with a medium-to-low impact on business. However, the business can continue to function. If a reasonable workaround is found for a "High" issue, it can be downgraded to "Normal" with the Customer's consent.	1 Business Day	7 Business Days
4	Low	Users are experiencing minor inconveniences that do not prevent them from using the Services. Such inconveniences are categorized as "Low" severity. If a reasonable workaround is found for a "Normal" issue, it can be downgraded to "Low" with the Customer's consent.	1 Business Day	No specified turnaround time

The service level time will be measured from the first communication to Aurigo via email or the support line during standard business hours.

To calculate "Time to Repair" accurately, the clock will pause if Aurigo is waiting for Customer approval, clarification, or confirmation for corrective change. This applies to all severity levels.

**E. Exclusions** 1. Unplanned Downtime does not include:

- a. The period when the Service is not available because of Planned Downtime or
- b. The following performance or availability issues may affect the Service:
  - i. Due to factors outside Aurigo's reasonable control
  - ii. That resulted from the Customer's or third party's use of any third-party hardware, software, or services (including Third-Party Software or Third-Party Services, as defined in this Agreement)
  - iii. That resulted from actions or inactions of the Customer or third parties
  - iv. That resulted from actions or inactions by the Customer or the Customer's employees, agents, contractors, or vendors, or anyone gaining access to Aurigo's network by means of the Customer's passwords or equipment
  - v. That was caused by the Customer's use of the Service after Aurigo advised the Customer (through an email to a Customer representative) to modify its use of the Service, and the Customer did not modify its use as advised

2. SLAs apply to production systems only
3. Software defects - For issues not classified as Severity 1 that require a code fix, Aurigo will provide a committed time to fix the defect within the Time to Repair window. If Aurigo delivers the fix within the committed time, Aurigo will be deemed compliant with the Time to Repair service level.
4. Change requests require a separate statement of work, including scope, list of deliverables, and cost of deliverables.
5. Service requests for configuration change

### Schedule 2.1 Silver Support Plan

Silver Support Plan is Aurigo's standard software support plan that provides the Customer with peace of mind while using the Aurigo Service. This Silver Support Plan is included at no additional charge with the annual enterprise subscription plans.

<b>Support Hours</b>	8 AM – 5 PM Pacific (Monday through Friday, excluding US federal and state holidays)
<b>Support Channel</b>	Phone, Email, Web
<b>Product Support – Included</b>	Platform – Updates and break-fix patches Purchased Products – Updates and break-fix patches
<b>Solution Support – Warranty</b>	30 Days after production go-live
<b>Solution Support – Post Warranty</b>	Provided on Time and Materials Basis
<b>Concierge Desk</b>	Not included
<b>Application Uptime</b>	99.5% (excluding planned downtime)

Notes:

1. The hourly rate for Solution Support is \$185.00.
2. The Concierge Desk is available with the Platinum Support Plan only.

## Schedule 2.2 Gold Support Plan

Gold Support Plan adds solution support to Aurigo’s standard Silver Support Plan. The Plan includes extensive support for the base product functionality and provides the Customer with peace of mind while using the Aurigo Service. The Gold Support Plan gives the Customer everything committed to in Aurigo’s Silver Support Plan plus greater service levels such as 45 days of product warranty after the solution goes live.

<b>Support Hours</b>	8 AM – 5:30 PM Pacific (Monday through Friday, excluding US federal and state holidays)
<b>Support Channel</b>	Phone, Email, Web
<b>Product Support - Included</b>	Platform – Updates and Break-Fix Patches Purchased Products – Updates and Break-Fix Patches
<b>Solution Support – Warranty</b>	45 Days after production go-live
<b>Solution Support - Post Warranty</b>	250 hours (per year) of support for Break-Fix or Solution Services (number of hours determined during contract negotiations)
<b>Concierge Desk</b>	Not included
<b>Application Uptime</b>	99.7% (excluding planned downtime)

### Notes:

1. At the end of the year, the remaining Support Hours do not roll forward to the next year.
2. Discounted rate for each additional hour of Solution Support is \$160.00
3. The Concierge Desk is available with the Platinum Support Plan only.

### Schedule 2.3 Platinum Support Plan

Platinum Support Plan is Aurigo’s premium support plan that provides the Customer with world-class technical support for all of the Customer’s configurations and integrations and peace of mind while using the Aurigo Service. The Platinum Support Plan provides extensive support on the base product functionality along with solution support. The Platinum Support Plan gives the Customer everything committed to in Aurigo’s Gold Support Plan plus greater service levels such as 60 days of product warranty after the solution goes live.

<b>Support Hours</b>	8 AM – 6 PM Pacific (Monday through Friday, excluding US federal and state holidays)
<b>Support Channel</b>	Phone, Email, Web
<b>Product Support - Included</b>	Platform – Updates and Break-Fix Patches Purchased Products – Updates and Break-Fix Patches
<b>Solution Support – Included</b>	60 Days after production go-live
<b>Solution Support - Post Warranty</b>	1000 hours (per year) of support for Break-Fix or Solution Services (number of hours determined during contract negotiations)
<b>Concierge Desk</b>	Included, with: - Dedicated support number - Rapid prototyping service
<b>Application Uptime</b>	99.9% (excluding planned downtime)

Notes:

1. At the end of the year, the remaining Support Hours do not roll forward to the next year.
2. Discounted rate for each additional hour of Solution Support is \$150.00
3. The Customer is provided with a dedicated support call-in number.

4. The Customer gets access to Rapid Prototyping Services through the Concierge Desk using available bundled hours. The Customer is also provided with a dedicated support call-in number. The Concierge Desk is available with the Platinum Support Plan only.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

PIMA COUNTY

AURIGO SOFTWARE TECHNOLOGIES

\_\_\_\_\_  
Signature - Chair, Board of Supervisors



\_\_\_\_\_  
Signature

Balaji Sreenivasan  
Chief Executive Officer

\_\_\_\_\_  
Date  
ATTEST

\_\_\_\_\_  
Signature - Clerk of the Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM

  
\_\_\_\_\_  
Signature - Deputy County Attorney

Bobby Yu  
\_\_\_\_\_  
Print DCA Name



## **PIMA COUNTY STANDARD CONTRACT ADDENDUM**

The following terms are added to and form a part of the Aurigo Service Subscription Agreement between Pima County ("County") and Aurigo Software Technologies, Inc. ("Contractor").

### **1. CONFLICT OF INTEREST.**

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

### **2. NON-APPROPRIATION OF FUNDS.**

Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

### **3. BOOKS AND RECORDS.**

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

### **4. INDEMNIFICATION.**

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorneys' fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any direct Claims arising out of this Contract. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

### **5. PUBLIC RECORDS.**

#### **5.1. Disclosure.**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

#### **5.2. Records Marked Confidential; Notice and Protective Order.**

If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

## **6. LAWS AND REGULATIONS.**

### **6.1. Compliance with Laws.**

Notwithstanding any provision in this Contract to the contrary, the Contract shall be governed by all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders.

### **6.2. Licensing.**

Contractor warrants that it is appropriately licensed to provide the services under this Contract and that any subcontractors will be appropriately licensed.

### **6.3. Choice of Law; Venue.**

The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

## **7. NON-DISCRIMINATION.**

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

## **8. LEGAL ARIZONA WORKERS ACT COMPLIANCE.**

If Contractor, under this Contract, furnishes labor, time or effort to County within the State of Arizona, the following applies: Contractor warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws. A breach of this paragraph will be deemed a material breach of this Contract that subjects Contractor to penalties up to and including termination of the Contract. County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with this warranty.

## **9. AMERICANS WITH DISABILITIES ACT.**

Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

## **10. ISRAEL BOYCOTT CERTIFICATION.**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

## **11. FORCED LABOR OF ETHNIC UYGHURS.**

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractor or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

**END OF STANDARD CONTRACT ADDENDUM**

## **PIMA COUNTY LICENSED SOFTWARE/SAAS STANDARD TERMS & CONDITIONS ADDENDUM**

The following terms are added to and form a part of the Aurigo Service Subscription Agreement between Pima County ("County") and Aurigo Software Technologies, Inc. ("Contractor"). In Sections 1 through 12 below: references to Licensed Software, SaaS, and Software/SaaS Addendums will be inapplicable unless and until the parties execute a Software/SaaS Addendum.

### **1. DEFINITIONS.**

The following terms will have the meanings set forth in this Section 1 when used in this Agreement.

- 1.1. "Acceptance" is defined in Section 3.1 (Acceptance) below.
- 1.2. "Addendum" means an addendum addressing Software/SaaS executed by authorized representatives of each party. References to Addendums include any attachments to those Addendums, except where this Agreement specifically addresses attachments separately.
- 1.3. "Confidential Information" is defined in Section 4 (Confidentiality) below.
- 1.4. "Data Breach" means unauthorized disclosure or exposure of Project Data.
- 1.5. "Licensed Software" means software that Contractor provides for County's reproduction and other use. For the avoidance of doubt, Licensed Software does not include SaaS, though Licensed Software that interfaces with SaaS.
- 1.6. "Project Data" means all information processed or stored on computers or other electronic media by County or on County's behalf, or provided to Contractor for such processing or storage, as well as any information derived from such information. Project Data includes, without limitation: (a) information on paper or other non-electronic media provided to Contractor for computer processing or storage, or information formerly on electronic media; (b) information provided to Contractor by County or other users or by other third parties; and (c) personally identifiable information from such County's, users, or other third parties, including from County's employees.
- 1.7. "SaaS" means a software-as-a-service that Contractor hosts (directly or indirectly) for County's use. For the avoidance of doubt, SaaS does not include Licensed Software.
- 1.8. "Specifications" refers to such technical and functional specifications for Licensed Software or SaaS.

### **2. ADDENDUMS.**

- 2.1. Any Addendum entered into by the parties is incorporated into and forms a part of this Agreement. No change in the scope of work, fee arrangements, or other provisions of an Addendum will be effective unless and until each party accepts such change through a written change order. No Addendum will be construed to amend this main body of this Agreement.
- 2.2. Contractor will provide to County such Licensed Software or SaaS, and other products and services as are set forth in each Addendum.

### **3. ACCEPTANCE & REJECTION.**

- 3.1. Acceptance.  
"Acceptance" occurs upon (a) written notice of acceptance of Licensed Software, or SaaS from County; (b) 30 days after Contractor has completed and notified County in writing of (as applicable) full installation, implementation, and customization if County has not first given written notice of rejection; or (c) usage of the SaaS in a production environment. No Licensed Software or SaaS will be deemed accepted until Acceptance. An Addendum may revise the definition of Acceptance with respect to the Licensed Software or SaaS provided pursuant to such Addendum.

3.2. Rejection.

Except as set forth in any applicable Addendum:

3.2.1. County will not reject Licensed Software or SaaS for any reason other than failure to comply with applicable Specifications; and

3.2.2. If County rejects Licensed Software or SaaS, Contractor will promptly repair it so that it meets its Specifications and redeliver it to County.

**4. CONFIDENTIALITY.**

4.1. Confidential Information.

“Confidential Information” refers to the following items County discloses to Contractor: (a) any document County marks “confidential”; (b) any information County orally designates as “confidential” at the time of disclosure, provided County confirms such designation in writing within 15 business days; (c) and all personal identifying information protected by A.R.S. § 44-1373, whether or not marked “confidential.” County’s Confidential Information also includes (d) any other nonpublic, sensitive information Contractor should reasonably consider as otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Contractor’s possession at the time of disclosure; (ii) is independently developed by Contractor without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Contractor’s improper action or inaction; or (iv) is approved for release in writing by County.

4.2. Nondisclosure.

Contractor will not use Confidential Information for any purpose other than to facilitate the provision of products and services to County pursuant to this Agreement. Contractor: (a) will not disclose Confidential Information to any employee or contractor of Contractor unless such person needs access for such purpose and, in the case of Contractor’s employees and contractors, is subject to a nondisclosure agreement with Contractor/Contractor with terms no less restrictive than those of this Agreement; and (b) will not disclose Confidential Information to any other third party without County’s prior written consent. Without limiting the generality of the foregoing, Contractor will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Contractor will promptly notify County of any misuse or misappropriation of Confidential Information that comes to Contractor’s attention. Notwithstanding the foregoing, Contractor may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Contractor will give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County’s expense.

4.3. Termination & Return.

Upon termination or completion of this Agreement, Contractor will return all copies of Confidential Information to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days. For the sake of clarity, the Confidential Information is exclusive of the records referred to in section 6.1 of this agreement.

4.4. Retention of Rights.

This Agreement does not transfer ownership of Confidential Information or grant a license thereto, unless this Agreement specifically provides to the contrary. County will retain all right, title, and interest in and to all Confidential Information.

**5. DATA MANAGEMENT & SECURITY.**

The provisions of this Section 5 apply only if Contractor receives access to Project Data. Contractor recognizes and agrees that Project Data may contain personally identifiable information or other private information, even if the presence of such information is not labeled or disclosed. An Addendum may waive or modify the obligations of this Section 5 with respect to the subject matter of such Addendum.

## 5.1. Data Management.

### 5.1.1. *Access, Use, & Legal Compulsion.*

Unless it receives County's prior written consent, Contractor: (i) will not access, process, or otherwise use Project Data other than as necessary to perform as required in this Agreement; (ii) will not give any of its employees access to Project Data except to the extent that such individual needs access to facilitate the provision of products and services to County pursuant to this Agreement and is subject to a reasonable written agreement with Contractor protecting such data, with terms reasonably consistent with those of this Section 5.1 (Data Management) and of Section 5.2 (Data Security) below; and (iii) will not give any third party access to Project Data, including without limitation Contractor's other customers, except subcontractors subject to Subsection 5.1.4 below. Notwithstanding the foregoing, Contractor may disclose Project Data as required by applicable law or by proper legal or governmental authority. Contractor will give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense.

### 5.1.2. *County's Rights.*

County possesses and retains all right, title, and interest in and to Project Data, and Contractor's use and possession thereof is solely on County's behalf. County may access and copy any Project Data in Contractor's possession at any time, and Contractor will reasonably facilitate such access and copying promptly after County's request. The parties recognize and agree that Contractor is a bailee for hire with respect to Project Data.

### 5.1.3. *Handling, Retention, & Deletion.*

Contractor will not erase Project Data, or any copy thereof, without County's prior written consent and will follow any written instructions from County regarding retention and erasure of Project Data. Unless prohibited by applicable law, Contractor will purge all systems under its control of all Project Data at such time as County may request. Promptly after erasure, Contractor will certify such erasure to County in writing. In purging or erasing Project Data as required by this Agreement, Contractor will leave no data recoverable on its computers or other media, to the maximum extent commercially feasible. Finally, Contractor will not transfer Project Data outside the continental United States of America, including Alaska and Hawaii (the "Approved Region") without County's prior written consent. Contractor's obligations set forth in this Subsection (without limitation) apply likewise to Contractor's successors, including without limitation any trustee in bankruptcy.

### 5.1.4. *Subcontractors.*

Contractor will not permit any subcontractor to access Project Data except to the extent that such subcontractor needs access to facilitate the provision of products and services to County pursuant to this Agreement and is subject to a written contract with Contractor protecting the data, with terms reasonably consistent with those of this Section 5.1 (Data Management) and of Section 5.2 (Data Security), specifically including without limitation terms consistent with those of Subsection 5.1.1 (ii) above as applied to subcontractor employees. Contractor will exercise reasonable efforts to ensure that each subcontractor complies with all of the terms of this Agreement related to Project Data. As between Contractor and County, Contractor will pay any fees or costs related to each subcontractor's compliance with such terms, including without limitation terms in Section 5.2 (Data Security) below governing audits and inspections.

5.1.5. *Applicable Law.*

Contractor will comply with all applicable laws and regulations governing the handling of Project Data and will not engage in any activity related to Project Data that would place County in violation of any applicable law or regulation.

5.2. Data Security.

In addition to the requirements below of this Section 5.2, Contractor will exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Project Data and will observe any data security procedures set forth in the applicable Addendum.

5.2.1. *DataSec Program.*

Contractor will maintain, implement, and comply with a written data security program (the "DataSec Program") that requires commercially reasonable policies and procedures to ensure compliance with this Section 5.2 and with Section 5.1 above (Data Management). The DataSec Program's policies and procedures will contain administrative, technical, and physical safeguards, including without limitation: (i) guidelines on the proper disposal of Project Data after it is no longer needed to carry out the purposes of the Agreement; (ii) access controls on electronic systems used to maintain, access, or transmit Project Data; (iii) access restrictions at physical locations containing Project Data; (iv) encryption of electronic Project Data; (v) dual control procedures; (vi) testing and monitoring of electronic systems; and (vii) procedures to detect actual and attempted attacks on or intrusions into the systems containing or accessing Project Data. Contractor will review the DataSec Program and all other Project Data security precautions regularly, but no less than annually, and update and maintain them to comply with applicable laws, regulations, technology changes, and best practices.

5.2.2. *Employee Background Checks.*

Contractor will not allow any of its employees or subcontractor personnel to access Project Data except to the extent that such individual has received a clean report with regard to each of the following: (i) verifications of education and work history; (ii) a 7-year all residence criminal offender record information check; and (iii) a 7-year federal criminal offender record information check. (A clean report refers to a report with no discrepancies in education or work history and no criminal investigations or convictions related to felonies or to crimes involving identity theft or other misuse of sensitive information.) However, the requirements of the preceding sentence will not apply to the extent forbidden by applicable law.

5.2.3. *Audits & Testing.*

5.2.3.1. Contractor will retain a certified public accounting firm to perform an annual audit of the Services' data protection features and to provide a SOC 2 Type II report, pursuant to the standards of the American Institute of Certified Public Accountants (the "AICPA"). The most current report will be due to County within 15 business days of the effective date and thereafter annually within 15 business days of Contractor's receipt from the audit firm. If the AICPA revises its relevant reporting standards, Contractor will provide the report that then most closely resembles a SOC 2 Type II report. In addition, Contractor will annually conduct its own internal security audit and address security gaps in compliance with its security policies and procedures, including without limitation the DataSec Program.

5.2.3.2. If requested by County, Contractor will, on a quarterly basis: (A) permit security reviews (e.g., intrusion detection, firewalls, routers) by County on systems storing or processing Project Data and on Contractor policies and procedures relating to the foregoing; and (B) permit unannounced inspection of any or all security processes and procedures during the term of this Agreement, including without limitation penetration tests, provided Contractor is not required to permit any review or inspection that may compromise the security of Contractor's other customers or of their data.

5.2.3.3. Any report or other result generated through the tests or audits required by this Subsection 5.2.3 will be Contractor's Confidential Information. If any audit or test referenced above uncovers deficiencies or identifies suggested changes in Contractor's performance of the Services, Contractor will exercise reasonable efforts promptly to address such identified deficiencies and suggested changes, including without limitation by revising the DataSec Program.

**5.2.4. Data Breaches.**

Contractor will implement and maintain a program for managing actual or suspected Data Breaches. In the event of a Data Breach, or in the event that Contractor suspects a Data Breach, Contractor will (i) promptly notify County by telephone or in person and (ii) cooperate with County and law enforcement agencies, where applicable, to investigate and resolve the Data Breach, including without limitation by providing reasonable assistance to County in notifying injured third parties. In addition, Contractor will provide 1 year of credit monitoring service to any affected individual, unless the Data Breach resulted from County's act or omission. Contractor will give County prompt access to such records related to a Data Breach as County may reasonably request; provided such records will be Contractor's Confidential Information, and Contractor will not be required to provide County with records belonging to, or compromising the security of its other customers. The provisions of this Subsection 5.2.4 do not limit County's other rights or remedies, if any, resulting from a Data Breach.

**6. RIGHT TO AUDIT.**

6.1. During the Term, and for a period of five (5) years thereafter, or such longer period as may be required by any law, rule, or regulation applicable to County, Contractor shall maintain and provide, and shall ensure that its subcontractors maintain and provide, access, electronic or otherwise, to complete and accurate books, records, documents, data (specifically excluding County Data), and information relating to Contractor's performance (and any Contractor subcontractor's performance) pursuant to this Agreement, (the "Records").

6.2. All such records, documents, data and information shall be maintained in such form (for example, in paper or electronic form) as County may reasonably direct. County shall have the right, during business hours, at its own expense (except as otherwise provided herein), and upon ten (10) days' notice (except to the extent County is unable, using commercially reasonable efforts, to provide such notice and comply with applicable law or the requests of legal authorities), to audit, review, and copy the Records for any reasonable business purpose.

6.3. Contractor shall provide to County such assistance as it reasonably requires in connection with audits or examinations pursuant to this Section. Contractor shall reasonably cooperate with County and its designees in connection with audit functions and with regard to examinations by legal authorities, if required.

- 6.4. If any audit or examination reveals that Contractor's invoices for the audited period are not correct, Contractor shall promptly reimburse County for the amount of any overcharges plus an additional amount equal to five percent (5%) of the amount of any overcharge, or County shall promptly pay Contractor for the amount of any undercharges subject to the terms of the Agreement. Any amounts unpaid by Contractor may be set-off by County against any other amounts that may be due to Contractor under the Agreement.
- 6.5. If any audit reveals a discrepancy of more than five percent (5%) of the invoiced amount for any period audited or any non-trivial breach(s) of Contractor's obligation to timely and properly provide and perform the Services, Contractor shall bear the cost of such audit.
- 6.6. Nothing in the Agreement shall limit or restrict the rights of either party in discovery proceedings pursuant to any civil litigation or governmental, regulatory or criminal proceeding.

## **7. CONTRACTOR'S WARRANTIES.**

### **7.1. Preexisting Confidential Information.**

Contractor represents and warrants that it has, before the effective date, maintained confidential and secret any Confidential Information as required by Section 4 above and protected any Project Data as required by Section 5 above.

### **7.2. Intellectual Property.**

Contractor represents and warrants that neither the Professional Services nor any Licensed Software, SaaS, or Deliverable will infringe a patent, copyright, trade secret, or other intellectual property right of any third party, and that it has and will maintain the full power and authority to grant the intellectual property rights set forth in this Agreement without the further consent of any third party, including without limitation Contractor's employees and contractors. In case the use of any portion of a Deliverable, Licensed Software, or SaaS is enjoined, Contractor will, at its own expense: (a) procure for County the right to continue use of the Deliverable, Licensed Software, or SaaS; (b) replace the Deliverable, Licensed Software, or SaaS with a non-infringing version of comparable functionality; or if County consents in writing, (c) issue a full refund of fees paid pursuant to such Addendum. The preceding sentence does not limit any County right to recover fees paid pursuant to other Addendums where products or services provided thereunder are compromised or of reduced value as a result of the breach of warranty.

### **7.3. No Viruses.**

Contractor represents and warrants that the Deliverables, Licensed Software, SaaS, and any other software used or provided by Contractor, as well as any media used to distribute or support them, will contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.

### **7.4. Disclaimer.**

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 7, AND SECTION 12, OR IN AN ADDENDUM, CONTRACTOR OFFERS NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **8. SURVIVAL & DATA RETURN.**

The following provisions of this Agreement will survive any expiration or termination of this Agreement: Sections 4, 5.1, 5.2 (to the extent, if any, that Contractor retains Project Data), 6, and 9, as well as any provision that must survive to fulfill its essential purpose. Furthermore, a grant of property or intellectual property rights to County that by its terms continues for longer than the duration of this Agreement will survive expiration or termination of this Agreement, except termination for County's breach of its obligations to pay for such property or rights. Promptly after termination or expiration of an Addendum or of this Agreement, Contractor will return to County all Project Data and all other County data in such format as County may reasonably require and permanently erase all copies thereof; provided the terms of an Addendum may alter the requirements of this sentence.



## **9. LICENSE, SUBSCRIPTION, & SOFTWARE/SAAS ADDENDUMS.**

Contractor hereby grants County a subscription to access and use the SaaS. The subscription in the preceding sentence grant rights no less than is consistent with the goals and requirements of the Software/SaaS Addendum. County has the absolute right to upgrade or replace any equipment in the County network and continue to use the SaaS on the network. County will not be required to pay Contractor any additional licensing fee or other fees as a result of using the Licensed Software in conjunction with the upgraded or replacement equipment on the network.

## **10. SERVICE LEVELS & MAINTENANCE.**

### **10.1. Licensed Software Maintenance.**

Except to the extent that a Software/SaaS Addendum provides to the contrary:

#### *10.1.1. Maintenance.*

During the term of this Agreement, Contractor will maintain the Licensed Software and SaaS so that they perform in material compliance with their Specifications.

#### *10.1.2. Updates & Upgrades.*

During the term of this Agreement, Contractor will provide County with copies of all new versions, updates, and upgrades of the Licensed Software (collectively, "Upgrades"), without additional charge, promptly after commercial release. Upon delivery to County, Upgrades will become part of the Licensed Software and will be subject to the license and other terms of this Agreement applicable to such Licensed Software.

### **10.2. SaaS Service Level Agreement.**

Except to the extent that a Software/SaaS Addendum provides to the contrary:

#### *10.2.1. Service Level Agreement.*

During the term of this Agreement, Contractor will maintain the SaaS so that it performs according to its Specifications during 99.5% of each calendar month.

#### *10.2.2. Updated SaaS.*

Contractor will ensure that SaaS receives all updates and upgrades Contractor provides to its customers generally.

## **11. TIMING OF MAINTENANCE FEES & SAAS SUBSCRIPTIONS.**

11.1. Notwithstanding any provision of an Addendum to the contrary:

*11.1.1.* No period before Go-Live will be counted against the time covered by any maintenance period.

11.2. This Section 11 limits the potential periods of maintenance and of SaaS subscriptions and will not be construed to extend or otherwise define such periods. "Go-Live" refers to the earlier of Acceptance of the SaaS or County's first use of the SaaS in production, other than a beta use or test.

## **12. FUNCTIONALITY & RELATED WARRANTIES**

Except to the extent that a Software/SaaS Addendum provides to the contrary:

### **12.1. Licensed Software Warranties.**

Contractor represents and warrants that the Licensed Software will materially conform to its Specifications for 1 year following Acceptance. In the event of breach of the warranty in this Subsection 12.1 (and without limiting any other right or remedy of County), Contractor will promptly repair the Licensed Software or replace it with software of substantially similar functionality, or if the foregoing fails after reasonable efforts and County so requests, refund all fees paid pursuant to this Agreement for such Licensed Software. The preceding sentence: (a) does not limit any County right to recover fees paid pursuant to other Addendums where products or services provided thereunder are compromised or of reduced value as a result of the breach

of warranty; and (b) does not limit any maintenance commitments set forth in Subsection 10.1.1 above or in a Software/SaaS Addendum.

12.2. SaaS Warranties.

Contractor warrants that the SaaS will materially conform to its Specifications. The preceding sentence: (a) does not limit any County right to recover fees paid pursuant to other Addendums where products or services provided thereunder are compromised or of reduced value as a result of the breach of warranty; and (b) does not limit any service level commitments set forth in Subsection 10.1.1 above or in a Software/SaaS Addendum.

12.3. Supporting Services.

Contractor represents and warrants that it will provide any service that supports Licensed Software or SaaS, including without limitation maintenance services, in a professional and workmanlike manner.

**END OF LICENSED SOFTWARE/SAAS STANDARD TERMS & CONDITIONS ADDENDUM**

## APPENDIX A

### Scope of Work

Project Name	Project Management Information System (PMIS)
PIMA County Staff Contact	Name: Nancy Cole Email: Nancy.cole@pima.gov Phone: (520) 724-6312
Term of Contract	5 Years

### PURPOSE AND APPROACH

PIMA County is investing in a modern cloud-based project management software that allows internal users and external partners to access information, collaborate, and manage their projects more efficiently. The solution and supporting workflows, templates and forms will standardize project intake, assessment, prioritization, management, and reporting. With Aurigo's out of the box Masterworks solution, PIMA County expects to reduce gaps in its technology, better manage its portfolio and project practices, CIP planning and replace time-consuming manual or semi-integrated processes with lean, streamlined, efficient information management and approval processes. Through the implementation, Aurigo and County will ensure the PMIS solution is intuitive and easy to use, scalable for different project complexities, and is ultimately cost-effective for ongoing service and support.

### SCOPE OF WORK:

#### 1. Project Management (in collaboration with PIMA County PM)

- Planning - Implementation, Testing, Training and Rollout Planning
- Issue, Risk, Change, Decision Registers
- Requirements tracking and management
- Draft and manage the specification RACI
- Contribute to planning significant events including:
  - UAT – recommended approach and sequence of testing, supporting UAT scripts and expected outcomes, timing, and event scheduling
  - Integrated User Event – approach, candidates, expected outcomes, schedule
  - Go Live through onboarding and solution rollout

## 2. Business Process Mapping

- Conduct a review of requirements and elaborate for configuration purposes through Business Process Mapping sessions
- Conduct Business Process Mapping sessions to map requirements to out of the box Masterworks solution based on the functionality and ease of use

The Masterworks capital planning and construction project management business processes are mentioned below that will be delivered as PMIS scope for this PMIS implementation project.

Deliverables	Scope	Scope Detail
<b>Aurigo Enterprise Environment Provisioning and Configuration</b>		
Production Environment	Aurigo Enterprise production environment	Provisioning, system setup, and data setup in the production environment.
UAT Environment	Aurigo Masterworks UAT environment	UAT will be conducted by PIMA county in Aurigo Masterworks UAT environment.
Training Environment	Aurigo Masterworks training environment	Training will be provided in a standard Aurigo Masterworks training environment, with base Library data and sample project data.
Templates	Provisioning of the best practice out-of-the-box library templates.	Preconfigured libraries to be provided: <ul style="list-style-type: none"> <li>- Business Units (Divisions)</li> <li>- Budget</li> <li>- Contract</li> <li>- Project Management</li> <li>- Calendar</li> <li>- Documents</li> <li>- Vendor</li> <li>- Phases</li> </ul>
<b>System Services</b>		
User Administration	Provisioning of the best practice out-of-the-box roles and permission settings.	Any additional configuration changes are to be performed by Client-designated System Administrators.

<p>Core Business Processes</p>	<p>Provisioning of the best practice out-of-the-box business processes. Each business process (listed in the next column) consists of a preconfigured form. Most forms have a preconfigured workflow for submission and approval routing. These core business processes cannot be edited. The workflow related to these business processes can be catered to an organization's needs.</p>	<p><b>Project Level:</b></p> <ul style="list-style-type: none"> <li>- Budget Estimates</li> <li>- Budget Estimate Revision</li> <li>- Forecasts</li> <li>- Engineers Estimate Details</li> <li>- Contract Details</li> <li>- Contract Forecast</li> <li>- Contract Change Order</li> <li>- Pay Estimates</li> </ul> <p><b>Planning Level:</b></p> <ul style="list-style-type: none"> <li>- Planned Project</li> <li>- Fund Plan</li> <li>- Program</li> <li>- Master Program</li> </ul>
<p>Configurable Business Processes</p>	<p>Provisioning of the best practice out-of-the-box business processes. Each business process consists of a preconfigured Form. The fees for this proposal include configuration for up to 15 business process forms from this list.</p>	<p><b>Enterprise Level:</b></p> <ul style="list-style-type: none"> <li>- Global Fund List (Grants, FAA, Bond, Tax)</li> <li>- Fund Transaction</li> </ul> <p><b>Planning Level:</b></p> <ul style="list-style-type: none"> <li>- Project Charter / Project Intake (Needs)</li> <li>- Scenario Planning</li> <li>- 5 Year Rolling CIP</li> <li>- Prioritization (Strategic goal mapping)</li> </ul> <p><b>Project Level:</b></p> <ul style="list-style-type: none"> <li>- Project Phases</li> <li>- Project Fund List</li> <li>- Project Fund Transaction</li> <li>- Project Fund Rules</li> <li>- Purchase Order</li> <li>- Invoices</li> <li>- Expenses</li> <li>- Request for Information</li> <li>- Potential Change Orders</li> <li>- Issue/Risk Management</li> <li>- Minutes of Meeting</li> <li>- Risk Register</li> <li>- Submittals</li> <li>- Transmittals</li> </ul>

		<ul style="list-style-type: none"> <li>- Schedule</li> <li>- Schedule of Values</li> <li>- Daily Progress Report</li> <li>- Item Posting</li> <li>- Field Documentation (Mobile)</li> <li>- Daily Inspection (Mobile)</li> <li>- Document Management (up to 2 document workflows)</li> <li>- Project Archive (Document Retention)</li> <li>- Project Health Reporting</li> </ul>
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**3. Solution implementation, configuration, and deployment:**

- Module features and functions
  - Forms and input fields
  - Workflows
  - Rules
  - Notifications and alerts
- Access and Accessibility
  - Solution access and security
  - User roles and permissions
- Integrations
  - Determine integration points and define the Masterworks data model for integrations with PIMA systems and solutions including:
    - Active Directory (SSO) integration
    - MuleSoft – Discovery sessions included
    - CGI Advantage - Discovery sessions included
  - Test communication between integrated systems

**Note:** Aurigo has included integration services of up to 200 hours which should be sufficient to implement a two-way batch integration with CGI advantage, if Pima county chooses to move forward with that integration. Additional work above and beyond the optional 200 hours will be delivered as T&M.

- **Reports and Dashboards:**  
Aurigo will deliver out of the box Masterworks reports and dashboards as mentioned in the table below, along with up to 5 custom reports and 7 custom dashboards.
  - Standard project reporting, 5 Custom Reports
  - Standard Planning dashboards, 2 custom dashboards
  - Standard Project dashboards, 5 custom dashboards

Dashboards and Reports	Provisioning of the out-of-the-box best practice dashboards.	<p><b>Planning Dashboards</b></p> <ul style="list-style-type: none"> <li>- Plan Summary by Program Category</li> <li>- Project Approval Funnel</li> </ul> <p><b>Enterprise Level Dashboards</b></p> <ul style="list-style-type: none"> <li>- Enterprise Fund Summary</li> <li>- Portfolio Summary by Status</li> <li>- Project Summary by Status</li> </ul> <p><b>Project Level Dashboards</b></p> <ul style="list-style-type: none"> <li>- Project Budget vs. Actual Spent</li> <li>- Project Fund Summary</li> <li>- Project Resource Management</li> <li>- Project Risk and Issues</li> <li>- Schedule Dashboard</li> </ul> <p><b>Enterprise Level Reports</b></p> <ul style="list-style-type: none"> <li>- Budget vs. Actuals</li> <li>- Enterprise Schedule</li> <li>- Project Funding Overview</li> </ul> <p><b>Project Level Reports</b></p> <ul style="list-style-type: none"> <li>- Funding Details by Budget Items</li> <li>- Funding Details by Contract</li> <li>- Project Funding Summary</li> <li>- Purchase Order Details</li> </ul> <p><b>Contract Level Dashboards</b></p> <ul style="list-style-type: none"> <li>- Change Management</li> <li>- Contract Work Progress</li> <li>- Contracts Bills and Payments</li> </ul> <p><b>Contract Level Reports</b></p>
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		<ul style="list-style-type: none"> <li>- Change Order by Date</li> <li>- Completed Items</li> <li>- Contract Summary</li> <li>- Incomplete Items</li> <li>- Item Reconciliation</li> <li>- Rework Items</li> <li>- Item Postings by Item Progress</li> <li>- Item Postings</li> </ul>
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#### 4. Testing

- SIT testing
  - Establish an isolated test environment
  - Conduct system Integration testing (SIT) for each interface and feature at the end of configuration
- UAT testing
  - Provide support on UAT test scripts to PIMA County’s UAT testing team
  - Review findings; adjust configurations to meet requirements
- Performance Testing
  - Load and stress test the system
  - Confirm all integrations and configuration meet predicted user loads and operate normally
- Security Testing
  - Conduct a penetration test; identify all areas of risk and test results
  - Confirm solution configuration and integrations pass OWASP security standards
  - Review findings of OWASP testing; resolve and/or complete necessary risk management activities before go-live

#### 5. Training

- Train-the-trainer (TTT) Training
  - Deliver up to a total of 40 hours of virtual instructor-led Train-the-trainer training for up to 15 PIMA County’s identified trainers (onetime), delivered across 6 to 7 consecutive business days, at 6 hours/day
  - Provide TTT Material comprising presentation slides, and Participant Guide aligned with the configured system
  - Provide standard Out-of-the-box system end user Online Help accessible from the system

**Note:** *County Must provide a representative (subject matter expert/business process owner) to participate in the TTT. The representative will be responsible to support the hands-on activities and answer County specific questions.*
- System Administrator Training
  - Deliver up to 8 hours of virtual instructor-led system administrator training for up to 15 PIMA identified administrators/IT staff (onetime)
  - Provide standard out-of-the-box System Administrator Training Material comprising presentation slides
  - Provide standard Out-of-the-box system administrator Online Help accessible from the system
- Support for County-led End User Training



- Provide offline technical support to PIMA County trainers as they prepare for end user training by:
    - ✓ Provide continued access to the TTT training environment to allow PIMA trainers to deliver end user training
    - ✓ Respond to questions and provide clarifications to trainers during preparation for end user training
- Note:** *County will be responsible to deliver the end user training using the TTT training material provided by Aurigo. County may use as-is/modify/re-structure the TTT material to align with the end user training*
6. Deliver training materials in advance of Go-Live (post UAT), in time for Train-the-Trainer (TTT) and system administrator training. Deliver TTT and System Administrator training prior to Go-Live (post UAT).
  7. Prepare Pre-Go Live Deliverables in collaboration with the PIMA County Project Manager
    - Go live and rollout plan
    - Hand off to County
    - Solution Adoption Plan
  8. Service and Support
    - Deliver vendor hosting, service/support and management services
    - Provide 1 month period HyperCare support during Go Live & Hand off to County

#### OUT OF SCOPE:

- Data Migration services is out of scope for PMIS implementation project
- Any new business processes that's not identified in the Scope of Work section above.

## Roles and Responsibility Outline for Collaborative Project Delivery

<b>ROLES AND RESPONSIBILITIES</b>			
		<b>AURIGO</b>	<b>PIMA County</b>
<b>PROJECT PLANNING</b>			
1.	Project site hosted by Aurigo and access for PIMA team	AR	I
2.	Create and deliver a baseline schedule including tasks from Aurigo and PIMA County for PMIS Implementation project	AR	C
3.	Collaborate on, review, and approve the baseline schedule	C	AR
4.	Collaborate on, review, and approve the project management plan	C	AR
5.	Business requirements analysis/elaboration	AR	C
6.	Requirements Traceability Matrix setup/documentation	AR	C
7.	Business-process mapping workshop agendas and schedule	AR	C
8.	Schedule business-process mapping sessions. Invite appropriate subject matter experts (SMEs), ensure attendance	C	AR
9.	Kickoff meeting agenda and presentation	C	AR
10.	Provide space to facilitate the kickoff meeting at no cost to Aurigo (Or Virtual Meeting) as applicable		AR
11.	Invite stakeholders to kickoff		AR
12.	Project Kickoff meeting	C	AR
<b>BUSINESS PROCESS MAPPING</b>			
13.	Conduct Business Process Mapping sessions	AR	C

## ROLES AND RESPONSIBILITIES

		AURIGO	PIMA County
14.	Map requirements to Masterworks	AR	C
15.	Ensure SMEs are invited to and attend the BPM sessions		AR
16.	Update Requirements Traceability Matrix	AR	CR
17.	Create and maintain a Risk Register	CR	AR
18.	Publish meeting minutes from the BPM sessions	CR	AR
19.	Create and maintain Issue Log	CR	AR
20.	Create and maintain action items	CR	AR
21.	Create and maintain decision register	ARC	ARC
22.	Provide space to facilitate the BPM sessions (Or Virtual Sessions) as applicable		AR
23.	Draft Function Specification RACI	AR	
24.	Assign RACI per specification document	AR	
25.	Draft Configuration Specifications	AR	
26.	Lead walk-throughs of the specifications	AR	I
27.	Ensure availability and ownership on the assigned specification	I	AR
28.	Review and document changes to specifications as applicable within three business days of a specification walk-through	I	AR
29.	Complete Signoff on specifications per baselined schedule	I	AR

## ROLES AND RESPONSIBILITIES

		AURIGO	PIMA County
<b>CONFIGURATION</b>			
30.	Configure Masterworks Cloud per approved specification	AR	
31.	Update the PIMA environment with new product features, as applicable	AR	
32.	Schedule Sprint Review meetings. Invite PIMA identified business owners in the specification RACI.	AR	I
33.	Facilitate Sprint Review meetings	AR	
34.	Document sprint feedback in the sprint feedback log during the sprint review meeting	AR	I
35.	Provide instructions for the self-guided sprint review	AR	
36.	Review and document sprint feedback using the sprint feedback log within three (3) business days of the sprint review meeting	I	AR
37.	Categorize sprint feedback as either: <ul style="list-style-type: none"> <li>• Bug</li> <li>• Clarification</li> <li>• Solution change request</li> <li>• Product change request</li> <li>• Scope change request - Determine next steps based on the category</li> </ul>	AR	I
38.	If applicable – validate resolution(s) to prior sprint feedback and update the sprint feedback log with results	I	AR
39.	Update requirements-traceability matrix to show the traceability between requirements and configuration specifications	AR	C

## ROLES AND RESPONSIBILITIES

		AURIGO	PIMA County
40.	Facilitate RTM review meeting(s) with PIMA PM and Business Owners to validate requirements have been delivered	AR	C
41.	Close requirements in the RTM after delivered	I	AR
<b>INTEGRATIONS</b>			
42.	Determine Integration Touchpoints	C	AR
43.	Define the Masterworks Data Model (Templates)	AR	I
44.	Establish integration points	AR	I
45.	Test Communication between integrated systems	CR	AR
46.	Test integrations in SIT	C	AR
47.	Test integrations in UAT	C	AR
<b>TESTING</b>			
48.	Participate in the planning and support of the testing activities	AR	C
49.	Create system integration testing ("SIT") cases	AR	C
50.	Lead SIT testing event, with support from PIMA business application owners	AR	C
51.	Create user acceptance testing ("UAT") cases, provide signoff at the event for each test case	C	AR
52.	Provide a facility for user acceptance testing (Or Virtual Meeting)	I	AR
53.	Lead user acceptance testing event	I	AR

## ROLES AND RESPONSIBILITIES

		AURIGO	PIMA County
54.	Support user acceptance testing	AR	
55.	Document feedback during UAT	I	AR
56.	Resolve defects discovered during any testing	AR	I
57.	Conduct Performance Testing and fix any defects	AR	I
58.	Conduct Security Testing and fix any defects	AR	I
59.	Defects will be resolved, and any feedback related to items not in approved configuration specifications or items related to new scope will be routed through change control process	AR	C
<b>TRAINING</b>			
60.	Coordinate with the training coordinator to plan the logistic requirements for the virtual session and specific equipment, as applicable	AR	C
61.	Provide facilities, classrooms, computers, and network connectivity for virtual session, as applicable	I	AR
62.	<p>Create training materials and provide access to documentation:</p> <ol style="list-style-type: none"> <li>1. Train-the Trainer: <ul style="list-style-type: none"> <li>- Presentation slides</li> <li>- Participant guide</li> </ul> </li> <li>2. System Administrator: <ul style="list-style-type: none"> <li>- Presentation slides (Out-of-the-Box)</li> </ul> </li> <li>3. Provide Out-of-the-Box Online Help documentation (Accessible within Masterworks - comprises end user and system administrator documentation)</li> </ol>	AR	C

## ROLES AND RESPONSIBILITIES

		AURIGO	PIMA County
63.	Create and send out the meeting invite and ensure required attendees, including the County representative for TTT are present	I	AR
64.	Deliver Train-the-Trainer virtual instructor-led training to the PIMA key/core users	AR	I
65.	Deliver virtual instructor-led training to the PIMA System Administrators	AR	I
66.	Manage and deliver end-user training to the remaining PIMA users using the PIMA trainers that Aurigo trained under the TTT	C	AR
67.	Plan, coordinate and send communications for all training sessions for internal and external users	I	AR
<b>PRE-GO LIVE</b>			
68.	Conduct the final Requirements Traceability Matrix (RTM) review meeting to validate that all requirements have been met, deliverables have been delivered, and the solution is set for Go Live.	AR	CR
69.	Review deliverables and confirm acceptance by the Business	AR	CR
70.	Prepare the Go Live and Rollout Plan	C	AR
71.	Prepare and present the PMIS Adoption Plan	C	AR
72.	Go / No Go Decision - Production Release and Rollout	C	AR
73.	Prepare and Issue Go Live Communications	I	AR
<b>PRODUCTION RELEASE</b>			

## ROLES AND RESPONSIBILITIES

		AURIGO	PIMA County
74.	Issue notice of acceptance and request that PIMA accepts the Solution	AR	
75.	PIMA conveys signed Final Acceptance of Solution to Aurigo		AR
76.	Financial closeout - send the final invoice(s)	AR	
77.	Financial closeout - pay the final invoice(s)		AR
78.	Transition to support – set up PIMA account and portal access to the production-support ticketing system	AR	I
79.	Transition to support - provide a one-hour training session on the production support system for the PIMA administrator(s) designated to log production tickets	AR	
80.	Final Acceptance - sign Final system Acceptance and close out form		AR
81.	Project resources released	AR	

### The approach for the project will include:

1. Aurigo led work packages (configuration, business process mapping workshops, development to meet requirements, SIT, TTT, administrator training, security testing, requirements confirmation, deployment support during UAT and go live rollout.)
2. PIMA County project team led work packages (project planning, communications, project management, deliverables performance tracking and sign off, UAT event, training general users, go live planning, go live communications and logistics)
3. Aurigo is responsible and accountable for the delivery of Aurigo's deliverables in this SOW. PIMA County teams will collaboratively work with Aurigo to contribute to project deliverables per the baselined project schedule.
4. An Aurigo Project Site will be made available to the PIMA team. All project deliverables and documentation are to be saved on that project site. The PIMA team will receive an orientation of the Aurigo Project site during Project Initiation phase after contract signing.



Key work packages outlined in the scope of work is described below:

## 1. Project Planning

The proposed project schedule associated with the SOW included below is developed from the Aurigo response. Upon signing of the contract, the Aurigo Project Manager will work with the PIMA County Project Manager to adjust the draft schedule of activities and develop PMP, Change control process document and baselined schedule for the project.

### Deliverables

- Project plan for business process mapping, configuration, testing, training, and rollout
- Attendance at Project Kick Off Meeting
- Input to Risks for the Risk Log
- Input to Issues for the Issue Log
- Input to Decisions for the Decision Log

### Proposed Project Schedule:

PIMA County PIMA Implementation	2023							
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Contract Execution	★							
Project Initiation & Planning								
Business Process Mapping								
Solution Configuration								
Solution Testing								
Training								
Production Release (Live)							★	
Project Closeout and Transition to Support								

#### Assumptions & Constraints:

1. This Project Milestone Calendar is dependent on the contract execution on or before Dec 31, 2022.
2. The proposed project milestone calendar is for Aurigo Masterworks Cloud - "out of the Box" solution.

## 2. Project Governance

PIMA County will hold a Steering Committee meeting incorporating key project stakeholders, the PIMA Project Manager, Aurigo Project Manager, and chaired by the PIMA project sponsors. Aurigo will attend monthly meetings and contribute so a review project status, issues, and risks and discussions on proposed changes to project scope and/or deliverables.

### Deliverables

- Attendance at Monthly Steering Committee Meetings

## 3. Project Management

The Aurigo Project Manager will maintain the project schedule with input from PIMA County Project Manager and project team members. Status reports will be developed and issued bi-weekly and input from team members will be solicited for these updates. All team members, including the Aurigo team will have access to issue, risk, change request and decision logs.

The PIMA County Project Manager is the owner of these logs, but all members have access to add new items for review and discussion.

#### **Deliverables**

- Bi-weekly Project schedule and status report to the PIMA County Project Manager
- Attendance at weekly project team meetings

### **4. Communications**

The stakeholder communication plan and subsequent actions to deliver the plan will be planned and delivered by the PIMA County team. Aurigo team input to some communications content may be solicited to ensure accuracy of statement(s).

Communication materials will be developed and delivered by the PIMA Project Manager.

#### **Deliverables**

- Input to communications plan
- Input to key messages

### **5. Project Change Management**

Aurigo Project Manager will observe the Change Control Process to manage changes to the PMIS Implementation Project. The PIMA County Project Manager will review project change control with the Aurigo team throughout the project implementation. This approach is used to manage scope, schedule, or budget changes in the implementation project.

The PIMA County PMIS Steering Committee serves as the Change Control Board (CCB).

#### **Deliverables**

- Input to change requests, assessments and recommendations for CCB consideration.

### **6. Business Process Mapping**

During the Business Process Mapping (BPM) phase, Aurigo will work with the County's designated staff, referred to as Subject Matter Experts (SMEs) or Business Owners, to elaborate the identified scope of work and map it to the out of the box Masterworks features. Aurigo team will document specifications for County's signoff. Aurigo will elaborate on the requirements before the configuration phase begins to ensure the requirements are well-understood and reduce risk to the project.

#### **Deliverables**

- Facilitated Business Process Mapping (BPM) Sessions
- Updated Requirements Traceability Matrix
- RACI – configuration specifications to define who will review and approve specifications
- Configuration specifications document that detail configurations required to configure MW

### **7. Solution Configuration**

Aurigo will provide the Software-as-a-Service (SaaS) implementations of Masterworks.

The Web tier will support standards-based browsers, including Microsoft Edge, Google Chrome, Mozilla Firefox, and Apple Safari.

Aurigo will configure the software per the approved configuration specifications during the Solution Configuration phase. Configuration will be conducted iteratively in a cadence of two, or three weeks. At the beginning of each Sprint, Aurigo will identify the requirements to be delivered, configure the solution, and deliver an updated software environment for the County to review.

After each iteration, PIMA County will provide feedback on the features delivered, identify any gaps in relation to the approved specifications, and review the solution. Aurigo will continue sprint iterations through the solution configuration phase until all requirements are delivered. Any change request to the approved specifications will be taken through change control process established for the project.

#### **Deliverables**

- Iterative Software Configuration for features delivery
- Sprint review meetings
- Instructions for Sprint Reviews
- Review and categorization of sprint feedback
- Updates to the Requirements traceability matrix (RTM)

**System Integrations and Interfaces** Aurigo will work with PIMA County to understand the functionalities provided by their existing system, determine integration points, and then deliver integration solution templates for the proposed solution interfaces.

- Determine the integration touchpoints: PIMA County solution/system owners will work with Aurigo to determine the systems' integration touchpoints that need to be integrated with Masterworks. The data that will flow between Masterworks and the integrated system will be defined, including which directions and how frequently the data will flow.
- Define the Masterworks data model: The Aurigo Integration Specialist working with the Business Analyst will determine flow of data from sources to tables. If the data flows to Masterworks, the Business Analyst and Integration Specialist will need to determine where the data should live.
- Test communication between the integrated systems: The Aurigo Integration Specialist will ensure that test data flows between Masterworks and the integrated systems as expected. If possible, this test will be performed on a staging or test implementation of the system. The test will be pointing to non-production environment of the integrated systems.
- User Acceptance Testing: PIMA County SMEs and Business owners will test the end-to-end functionality of PMIS system in Aurigo MW UAT environment.
- Go-Live Cutover: Once Masterworks PMIS goes live, the integration will be pointed to the live environment of the integrated system. Integrations will be closely monitored during the warranty period to ensure that everything is working as expected

#### **Deliverables**

- Masterworks Interfaces - Data Model (Templates)
- Interfaces Test Results
- Performance load and Stress Test Results

## 8. Solution Testing (SIT)

Aurigo and PIMA County will conduct SIT in an isolated testing environment with a test version of all systems that have integrations. The overall testing will provide point-to-point testing of every interface that has been developed as part of the release.

### Deliverables

- Prepare the SIT test cases
- Lead SIT testing event jointly with PIMA System Owners
- Resolve defects discovered during testing

## 9. User Acceptance Testing

PIMA County will create the UAT test scripts. Aurigo will support PIMA County in developing UAT scripts and expected outcomes of testing. PIMA County will conduct end-to-end business scenarios from an end-user perspective. UAT will verify:

- the business processes defined during the BPM phase
- documented specifications
- requirements

Aurigo will review the outcomes of the UAT and resolve defects identified.

### Deliverables

- Support PIMA County with UAT test scripts
- Support user acceptance testing
- Document feedback on testing results
- Resolve defects discovered during testing

## 10. Performance Load and Stress Testing

Aurigo will perform the load and stress testing from a performance and scalability perspective. The testing ensures that all integrations and configurations are incorporated into the solution function at predicted user loads. At the end of testing, Aurigo will confirm that the implemented and configured system, integrations, features, and automated workflows will operate normally in the PIMA County production environment with a full user load accessing the system.

### Deliverables

- Performance Load testing and Results
- Stress testing and Results

## 11. Train-the-Trainer

Aurigo will provide a Virtual Instructor-led Training (VILT) session for up to fifteen (15) PIMA County trainers or Super Users. The course duration will be approximately forty (40) hours delivered across seven (7) consecutive business days at about six (6) hours per day. The trainers identified by PIMA County will be trained on the solution's functionality using a Train-The-Trainer (TTT) approach.

PIMA County trainers will, in turn, train the remaining PIMA County users.

The TTT course will be designed and delivered in a business process-based approach using a combination of demos conducted by the trainer, and guided hands-on practice sessions. TTT will be delivered using MS Teams. County Must provide a representative (subject matter expert/business process owner) to participate in the TTT. The representative will be responsible to support the hands-on activities and answer County specific questions. PIMA County may record the sessions for future reference.

#### **Deliverables**

- Materials (electronic copies)
  - Microsoft PowerPoint presentation slide deck aligned with the system as configured for the PIMA County
  - Participant (end-user) Guides with steps for hands-on activities aligned with the system as configured
  - Out-of-the-box User documentation in the form of context-sensitive Online Help for end-users.
- Sample data for training purposes configured in the training environment
- Facilitate TTT in the dedicated training environment

## **12. System Admin Training**

Aurigo will provide an instructor-led Training (VILT) session for up to fifteen (15) administrative users and IT support staff identified by PIMA County. The course duration will be approximately eight (8) hours and will include hands-on activities to adequately prepare PIMA County System Administrator staff to support the system. The System Administrator training will include courses on User Management, System and Functional Configuration, Workflow Management, Form Builder, and Adhoc Reports. System Administrator training will be delivered virtually using MS Teams. PIMA County may record the sessions for future reference.

#### **Deliverables**

- Materials (electronic copies)
  - Microsoft PowerPoint presentation slide deck (standard out of the box features)
  - System Administrator documentation in the form of context-sensitive Online Help that will be accessible from within the solution (standard out of the box features)
- Sample data for training purposes configured in the training environment
- Hands-on System Admin training with an Aurigo Trainer

## **13. Deliverables Performance Tracking and Sign off**

Aurigo will attend deliverables sign off meeting and confirm all requirements are met with the configured solution and integrations to PIMA County solutions. Aurigo will confirm all testing is complete, that priority issues are addressed and resolved and if any items remain unresolved, that a workplan is in place to address post go live.

#### **Deliverables**

- Requirements Traceability Matrix – approved
- Testing results – approved

- Configured solution – accepted
- Transition to Support Plan – accepted

#### **14. Project Site & Aurigo Project Team Access**

An Aurigo project site will be set up for PIMA access, and all project materials will be housed on this project site. The PIMA Project Team will be granted access to this project site for all their documentation and collaboration efforts.

#### **15. Service and Support**

During Operational Rollout to the users, Aurigo will be available to support PIMA County technically during this period of 1 month. During the Hypercare support period, Aurigo is committed to providing reports on issues that are logged, as well as performance and success rates of adoption.

Throughout the period, defects will be triaged, prioritized and remediated as per the Aurigo Contract and support/escalation workflow defined with IS Help Desk.

Post Go-live and after the Hypercare Period, Aurigo will provide technical support Monday through Friday from 8:00am to 5:00pm Mountain Standard Time (“business hours”) except for public holidays. If PIMA County requires support outside of normal support hours, this can be arranged on a case-by-case basis and is subject to the availability Aurigo support resources and may require a minimum of twenty-four (24) hours advance notice to Aurigo.

Aurigo will provide PIMA with monthly release enhancement updates as part of the standard Customer Support processes.

##### **Deliverables**

- Defects/Issue resolution tracker
- Service Level Agreement

#### **ONGOING SUPPORT & WARRANTY**

The Aurigo product is a Service (SaaS) model that provides flexible implementation framework and allows Aurigo to easily adjust to changing demands and ensures PIMA County has the most up-to-date, reliable systems in place.

The Solution as a Service (SaaS) model requires less functional and technical support from PIMA County, so that PIMA County can focus on customers. The secure, cloud-based solution ensures that all the latest security patches and monitoring is in place to protect PIMA County and PIMA County’s customer information. Aurigo is committed to handling Tier 2 and 3 Support of the PMIS application. PIMA County will be responsible for Tier 1 support and the assignment of a PIMA County Subject Matter Expert (SME) to perform initial troubleshooting.

Support tickets will be triaged by the IS Helpdesk. IS Operations will provide Tier 1 technical support to rule out issues with the user’s computer, or the PIMA County network. If the PIMA IS team is unable to resolve the issue, then they will open a service ticket with the Aurigo Support Team.

## a. Approach



Support tickets will be triaged by the IS Helpdesk. IS Operations will provide Tier 1 technical support to rule out issues with the user's computer, or the PIMA County network. If the PIMA IS team is unable to resolve the issue, then they will open a service ticket with the Aurigo Support Team.

## b. Service Level Agreement

Service level agreement (SLA) response times will be effective upon receiving a PIMA County ticket with all the necessary information required for troubleshooting, which should include at a minimum:

- Client System (OS, Browser, Device)
- Error Message
- Full Screenshots (showing full browser window, URL, current navigation location)
- Data Details including permit name, task name, searchable reference and any other information that will assist the Klir team in responding to the issue
- Steps to Reproduce Error
- Actions/Troubleshooting steps that PIMA County has taken.

Aurigo will inform PIMA County of any outstanding issues. Aurigo may close the ticket after 5 business days if (i) requests from Aurigo for information necessary to resolve the ticket have not been received from PIMA County within 5 business days or (ii) Aurigo provides a resolution to the ticket and receives no explicit confirmation or denial from PIMA County within the 5 business days.

### c. System Availability

Aurigo will commit to meeting the following system availability metrics:

Description	SLA
Application Reachable	The application service is reachable at least 99.5% of the time.
Backups	Backups of the application database will happen daily. Backups will be retained for at least 1 year.
Recovery Time Objective (RTO)	The RTO would be between 30 minutes to 1 hour to failover to the backup site.
Recovery Point Objective (RPO)	Backups are taken daily so the recovery point objective will be less than 24 hours.

### d. Release Management

PIMA County has purchased a license to use the Aurigo Product, but it is the responsibility of the Aurigo team to decide when releases will be made available and to ensure the highest quality of each release.

- Aurigo will provide release notes with details pertaining to each release.
- PIMA County can direct any concerns regarding the releases to Aurigo.

### e. Supported Hardware and Software

Aurigo is responsible for supporting the solution at PIMA County, with support from the PIMA County IS Operations team as necessary. There are no additional hardware or software requirements, as it is web-based software and is hosted by Aurigo in the Microsoft Azure data centre, in a private tenant.

The Aurigo application will be connected to the following environments:

- Active Directory integration to enable single sign on
- Email Services for 1-way email notifications sent from the Aurigo application. Emails coming from the Aurigo solution are sent using PIMA County e-mails.