

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Accruent, LLC, a Delaware limited liability company whose principal address is 11501 Domain Drive, Suite 160, Austin, TX 78758 ("CONTRACTOR" or "Accruent" and together with COUNTY, collectively, the "Parties" and each a "Party").

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth.

WHEREAS, Accruent provides subscription-based software-as-a-service and related professional services, and the parties intend that this Agreement be interpreted consistent with that SaaS delivery model as further described in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Wil Collier, Facilities Manager whose phone number is (805) 450-0359, is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY, other than amendments to or termination of this Agreement. Michael Thomas, Vice President, Accruent Operations & FAL Procurement at Michael.thomas@accruent.com whose phone number is (512) 949-0118 is the authorized representative for CONTRACTOR. Changes to the Party's designated representative shall be made only after advance written notice to the other Party.

2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Wil Collier, Facilities Manager, 4568 Calle Real, Santa Barbara, CA 93110
To CONTRACTOR: Accruent, 11501 Domain Drive, Suite 160, Austin, TX 78758

or at such other address or to such other person that such Party may from time to time designate in accordance with this Notices section. If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Notices section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR shall provide to COUNTY the following services (collectively, the "Services") (i) the professional services set forth in the Statement of Work attached hereto as Exhibit A and incorporated herein by reference ("Statement of Work") and access to and use of Accruent's proprietary software on a subscription basis ("SaaS Services"), as further described in Exhibit B and governed by the terms of Exhibit A Attachment 4, which terms are incorporated herein by reference. To the extent any provision of this Agreement conflicts with the End User License Agreement with respect to the SaaS Services, the terms of the End User License Agreement shall (COSB)

control.

4. **TERM**

The term of this Agreement (“Term”) shall commence on April 30, 2026 (“Effective Date”) and shall terminate on April 29, 2031, unless earlier terminated in accordance with the provisions of this Agreement.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including all of its officers, agents, and employees) shall perform all of the Services under this Agreement as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees with all legally required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such Services in a manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all laws, regulations, and ordinances applicable to the Services.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any

taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

See Section 4 of Exhibit A Attachment 4.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement (collectively, the "COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, . CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder which, for the avoidance of doubt includes any improvements to the Services. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to and shall comply with the indemnification as set forth in Section 6 of EXHIBIT A-4 and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this

Agreement, without the prior written consent of COUNTY in each instance. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for immediate termination of this Agreement by COUNTY. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder, other than in accordance with the prior express written consent of COUNTY in each instance. Notwithstanding the foregoing, Accruent may assign this Agreement without County's consent to: (i) an Affiliate of Accruent; or (ii) any successor entity in connection with a merger, acquisition, or sale of all or substantially all of Accruent's assets, provided that such successor agrees in writing to be bound by the terms of this Agreement and the assignee's capabilities are not materially diminished as a result of such assignment.

19. TERMINATION

A. By COUNTY. In addition to the termination rights set forth in Section 2 of Exhibit A-4.

1. **Intentionally omitted.**

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement by COUNTY under this Section 19.A.2., COUNTY shall have no obligation to make payments with regard to the remainder of the Term, and within 30 days of the termination date specified in such COUNTY termination notice, CONTRACTOR shall reimburse COUNTY for amounts prepaid by COUNTY hereunder in proportion to the amount of the prepaid 12-month period remaining after the Termination Date specified in such written termination notice.

Upon termination, CONTRACTOR shall deliver to COUNTY all County Data in accordance with Exhibit A-4.

20. SECTION HEADINGS

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement, and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of

default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including all Exhibits and attachments hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

This Agreement is binding on the Parties and their respective successors and assigns and shall insure to the benefit of.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed electronically in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with only the subcontractor(s) identified in Exhibit A ("Subcontractors"). Contractor shall be fully responsible for all services performed by Subcontractors. Contractor shall secure from each of Subcontractor a legally binding written agreement to comply with the provisions of this Agreement pertaining to CONTRACTOR's obligations as if such obligations pertained to such Subcontractor, including, but not limited to, audit obligations.

33. HANDLING OF COUNTY DATA AND PROPRIETARY INFORMATION

A. No data provided by County hereunder, or accessed by or on behalf of CONTRACTOR hereunder, may be transferred or processed outside of the United States.

B. **Access, recovery and return of COUNTY Data.** CONTRACTOR shall, within 30 days following COUNTY's written request provided to CONTRACTOR within thirty (30) days following the termination of this Agreement in accordance with Section 2, above, provide to COUNTY a copy of all COUNTY Data, including Personal Data, in a readily accessible electronic format mutually acceptable to the Parties. For purposes of this Section 33.B., "COUNTY Data" means all data input by or on behalf of COUNTY into a CONTRACTOR

product hereunder, as well as all data generated for or on behalf of COUNTY hereunder in connection with the Services.

C. CONTRACTOR understands and agrees that certain materials which may be provided by County may be classified, and may also be labeled, as proprietary confidential information (“Confidential Information”). CONTRACTOR shall comply with the following special provisions with respect to Confidential Information:

- i. CONTRACTOR shall ensure that all reasonable steps are taken to prevent disclosure of the Confidential Information to any person except personnel of CONTRACTOR who have a need to know such Confidential Information for the purposes of fulfilling CONTRACTOR’s obligations hereunder, and provided that such Confidential Information shall only be used to the extent necessary to fulfill CONTRACTOR’s obligations hereunder.
- ii. Upon termination of this Agreement, CONTRACTOR shall destroy all copies of the Confidential Information directly to the COUNTY representative designated above.

34. NEWS RELEASES/INTERVIEWS

CONTRACTOR agrees for itself, its agents, employees, and subcontractors, that it will not communicate with the media concerning the subject matter of this Agreement without prior written approval of the COUNTY Representative designated above. CONTRACTOR further agrees to refer all media requests to the COUNTY representative designated above.

35. BUSINESS ASSOCIATE AGREEMENT

Intentionally Omitted.

36. ORDER OF PRECEDENCE

In the event of conflict or inconsistency between the provisions contained in the foregoing numbered Sections 1 through 35 of this Agreement and this Section 36 (collectively, the “Numbered Sections”), and the provisions contained in the Exhibits attached hereto, the provisions contained the Numbered Sections shall control and prevail over those in the Exhibits.

Agreement for Services of Independent Contractor by and between the **County of Santa Barbara** and Accruent.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the first date duly executed by all of the parties hereto.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Bob Nelson, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

General Services

CONTRACTOR:

Accruent, LLC, a Delaware Limited Liability Company

Signed by:
By: Kirk Langerquist
48AFDA90054F4CE
Department Head

DocuSigned by:
By: Michael Thomas
BF5534802E4C492...
Authorized Representative
Name: Michael Thomas
Title: Vice President

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

Signed by:
By: Lauren Wideman
8F464D822C84458...
Deputy County Counsel

Signed by:
By: C. Schaffer
A99ED5BD71D04FB...
Deputy

APPROVED AS TO FORM:

[_____] Risk Management

Signed by:
By: Marisa Kalin
DE54F5C66F0C41A...
Risk Management

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR shall provide to COUNTY the Services set forth and warrants that they will be performed in a professional and workmanlike manner. CONTRACTOR will maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of COUNTY data. Such safeguards include, but are not limited to, measures to prevent unauthorized access to or disclosure of COUNTY data.

Product Information:

- MC Kinetic Cloud Named User Subscriptions – 33 Named Licenses
 - MC Kinetic is a native technician focused app designed to efficiently complete Work and keep assets working continually with Maintenance Connection.
- MC Professional Cloud Concurrent User Subscriptions – 25 Concurrent Licenses
 - MC Professional Concurrent User Subscription includes full Access to the Maintenance Connection MRO (Asset Management, Work Order Management, Preventive Maintenance, Parts + Labor Management and all supporting functions/features) along with full access to Real-Time Reporting and KPI Dashboards and unlimited Service Requester Users.

Services:

- Cloud Migration: Accruent services to migrate one (1) client MC On-Premises database to MC Cloud.

All services set forth below in Attachment 1 – 6 are incorporated into this Exhibit A Statement of Work

- Exhibit A Attachment 1 – Scope of Work – Cloud Migration
- Exhibit A Attachment 2 – Security Addendum
- Exhibit A Attachment 3 – Data Protection Addendum
- Exhibit A Attachment 4 - End User License Agreement
- Exhibit A Attachment 5 – Customer Support
- Exhibit A Attachment 6 – Privacy Notice

EXHIBIT A ATTACHMENT 1

ACCRUENT

SCOPE OF WORK - CLOUD MIGRATION

Scope of Services - Cloud Migration

CLOUD MIGRATION PLAN

Project duration: The estimated duration for this project is 8 weeks, with 5 consecutive weeks of engagement from the scheduled date of the premigration meeting.

The project team is assigned when

1. The customer has indicated readiness – mobilizing resources and confirming the Pre-Migration steps outlined below will be completed by the required date.
2. Accruent resources are available and mobilized.

The following outlines the tasks and deliverables applied to the Maintenance Connection (MC) Cloud Migration process. The migration will be performed on specific MC modules and services running in Production.

MIGRATION PREPARATION	
Tasks	Roles/Responsibilities
<ol style="list-style-type: none"> 1. Prepare for Migration 	<p>Accruent:</p> <ol style="list-style-type: none"> 1. Communicate the Maintenance Connection cloud migration process to the customer via kick-off email, including a list of pre-migration tasks 2. Secure Accruent resources to deliver all migration activities as per the agreement 3. Share the information about Single Sign On connection setup and request needed information from the customer, as applicable 4. Share the information needed for integration setup (via MC Cloud Web API), as applicable 5. Send FTP Credentials to the customer team 6. Propose a date and time for the pre-migration meeting with the customer, schedule the meeting upon customer confirmation <p>Customer:</p> <ol style="list-style-type: none"> 1. Respond to Accruent questions related to the migration project, Maintenance Connection setup, and technical environment 2. Describe the current onsite Maintenance Connection environment, including modules in use in production and description of intended use. 3. Secure customer resources to deliver all migration activities as per the agreement, appoint a primary point of contact 4. Review system prerequisites for end user components; meet with stakeholders to align on project schedule and responsibilities 5. Clarify the customer’s change control process and communicate to Accruent. 6. Design acceptance test cases as needed to verify Maintenance Connection cloud migration
PRE-MIGRATION MEETING & MIGRATION IN STAGE (TEST)	
<ol style="list-style-type: none"> 1. Pre-migration meeting 2. Test migration executed in Staging (Test) 3. Cloud SSO setup and configuration 	<p>Accruent:</p> <ol style="list-style-type: none"> 1. Lead a pre-migration online meeting with the customer including a readiness assessment to prepare for the migration date 2. Provide the migration process and list of migration day steps to the customer 3. Review of Maintenance Connection onsite environment <ul style="list-style-type: none"> • Pre-migration scripts run 4. Maintenance Connection Technical Services completes the Staging test

<p>(optional add-on) 4. Cloud Web API setup and configuration (optional add-on)</p>	<p>migration of each module identified by the customer as in production in the current environment and licensed for use.</p> <ol style="list-style-type: none"> 5. Configuration of Cloud Single Sign On, as applicable and if within the scope of the SOW. 6. Configuration of Maintenance Connection Cloud Web API, if applicable and if within the scope of the SOW. 7. Verify the basic functionalities of the Maintenance Connection Stage after the migration process is completed 8. Notify the customer of successful Stage migration completion and the ability to begin testing 9. Troubleshoot Stage migration issues with the customer, actively resolve and keep the customer informed of progress for open items 10. Confirm customer and Accruent readiness and schedule the production migration meeting (date and time) with the customer <p>Customer:</p> <ol style="list-style-type: none"> 1. Customer representative, who has access to the servers for onsite Maintenance Connection participates in a pre-migration online meeting with the Accruent Technical Services Consultant 2. Customer provides current backups of their databases for migration via FTP 3. Complete all migration prerequisites as requested by Accruent by defined dates 4. Verify the connectivity with Accruent Central Auth (between identity provider and service provider), as applicable 5. Verify the Single Sign On (login, authentication, access management) functionality, as applicable 6. Access the Maintenance Connection cloud system once the migration is complete and perform User Acceptance Testing 7. Provide sign-off to start the production migration phase
<p>PRODUCTION MIGRATION</p>	
<ol style="list-style-type: none"> 1. Production Migration Executed 2. Production Integrations 3. Customer completes UAT 4. Stabilization calls, if applicable 	<p>Accruent:</p> <ol style="list-style-type: none"> 1. Maintenance Connection Technical Services completes the Production migration of each module as confirmed within scope during the pre-migration meeting and as available in onsite production and licensed for use. 2. Verify the basic functionalities of Maintenance Connection Production after the migration process is completed 3. Notify the customer of successful Production migration completion and the ability to begin testing 4. Troubleshoot Production migration issues with the customer, actively resolve and keep the customer informed of progress for open items <p>Customer:</p> <ol style="list-style-type: none"> 1. Access the Maintenance Connection cloud system once the migration is complete and perform User Acceptance Testing, including final validation for reported issues as resolved by Accruent during the Stabilization Period.
<p>STABILIZATION AND CLOSING</p>	
<ol style="list-style-type: none"> 1. 10-day stabilization period after the final production migration 	<p>Accruent:</p> <ol style="list-style-type: none"> 1. Allocate Technical Services Access to the Maintenance Connection cloud system once the migration is complete and perform User Acceptance Testing, including final validation for reported issues as resolved by Accruent during the Stabilization Period. resources to troubleshoot and resolve potential issues related to Production data migration as reported by the customer during the 10-day stabilization period

	<p>2. Close the project and handover to Accruent Support</p> <p>Customer:</p> <p>1. Document and communicate possible data migration issues to the Accruent Implementation Team within a 10-business-day stabilization period.</p>
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SCOPE OF SERVICES

In Scope
Cloud Production database
Cloud Stage (Test) database
Cloud – Web API Configuration, if an add-on exists in the current on-premises setup
Cloud – SSO Configuration, if an add-on license has been ordered

ASSUMPTIONS

General:

1. All Accruent project tasks will be performed remotely
2. Project staffing and commitment must be established and agreed to during the kickoff week
3. Accruent and Customer Project Managers will collaborate and agree to specified dates and times for services to be delivered during standard business hours Monday –Thursday to maximize the availability of Professional Services and non-emergency team members.
 - a. Exceptions may be made on a case-by-case basis as agreed upon by both Parties, additional fees may be incurred if activities are performed outside of standard business hours.
4. The customer has reviewed [Maintenance Connection System Requirements](#) and will respond to the project prerequisite questionnaire provided by Accruent Technical Services, the key questions below:
 - Are there any customizations that Accruent should be aware of?
 - Are there any integrations or LoginHub enabled?
 - Is MC Mobile Express or MC Kinetic mobile client in use?
 - What version of SQL server is in use?
 - What is the MC On-Premise version?
5. The customer has reviewed the existing Maintenance Connection onsite installation setup per the shared Accruent preparation for the cloud migration document. Required responses to Accruent questions must be shared with the Services implementation team before the scheduled pre-migration meeting.
6. The customer has at least one technical resource assigned to this project that is familiar with SQL, IIS, and integrations in conjunction with the scope of implementation.
7. Shifts to timeline outside of any issues concerning product functionality, may result in a Resource Extension Fee of up to \$2,320 per week of extension, in addition to any fees associated with added scope or effort.
8. Upon project kickoff, Accruent will share prerequisites with the customer for activities that must be completed by the customer by an agreed-upon date. If customer prerequisites are incomplete by the agreed-upon date, migration activities may need to shift and additional fees incurred.
9. Upon Accruent completion of Staging/Test migration activities, the Customer will have 5 business days to report any issues related to the project to the Professional Services team. The Accruent implementation team will work with the Customer to remediate any issues reported during this time.
10. Upon Accruent completion of production migration activities, the customer will have 10 business days to report any issues related to the project to the Professional Services team. The Accruent implementation team will work with the Customer to remediate any issues reported during this time. In the absence of feedback from the customer, both parties agree that migration results are acceptable, the project will be closed and the customer will be transitioned to Support for future questions.
11. All remediation activities will be limited to the scope of deliverables as outlined within this contract.

12. This SOW assumes Accruent execution of a standard Cloud Migration, which can be completed within the 5-7 hour time frame as defined within the Project Management section and as supplemented by the 1-hour pre-migration meeting. If additional complexity is uncovered, either during the preparation or execution of the Cloud Migration, that requires Accruent effort beyond the defined duration to consider the Cloud Migration complete, additional fees will be incurred.

Project Estimated Duration:

1. Customer preparation, engagement, and participation are vital contributors to implementation success and timeline. Accruent and customer resources will be provided and engaged for the defined duration of the project.
2. The estimated duration for this project is 8 weeks, with 5 consecutive weeks of engagement from the scheduled date of the premigration meeting.
3. Project estimated duration considers consecutive weeks. If additional complexity or factors are identified that require an extension beyond the duration defined within this SOW, additional Customer or Accruent resources and/or effort may be requested, which would be addressed separately under the Change Control procedures described in this SOW

Project Management:

1. The customer's project manager will work closely with the Maintenance Connection implementation team to maintain forward progress and ensure alignment on the project plan, scheduled activities, and customer responsibilities.
2. Should implementation milestones, deliverables, or scheduled meetings shift because of customer team readiness, engagement, or participation, an adjustment to the implementation timeline will be required and additional fees will be incurred.
3. Two customer-facing meetings are included within this Scope of Work. Both parties will make all efforts to minimize ad-hoc meetings and address all issues and questions during the scheduled meetings.
 - a. All project kick-off and scheduling activities will be handled between the customer and Accruent via email communication
 - b. Ad-hoc meeting requests will be evaluated on a case-by-case basis but may require a change control and additional Fees
4. Customer-facing meetings included in this SOW:
 - a. One pre-migration meeting with the customer for a duration of 1 hour to prepare for the migration
 - b. One migration meeting with the customer for a duration of 5 hours to perform the migration
 - c. If LoginHub or Integrations are included, the migration meeting will increase by 1 hour per each additional feature, for a maximum length of 7 hours.
5. Project management effort has been calculated based on the estimated duration and defined scope of the project; any required changes to Project scope, deliverables, or duration may result in additional fees

Technical Environment:

1. Accruent will advise and assist the customer in converting the data from its current format, MC Onsite, into the proposed format, Maintenance Connection Cloud environment.
2. Number of source databases: 1

Production Cutover (service break planning):

1. Customer is responsible for planning downtime processes and how daily work will be accomplished by customer users during final data migration
2. Customer is responsible for data entry of any changes to records or creation of new records that occur during scheduled final migration downtime

Accruent Technical Services:

1. Communication of Maintenance Connection Cloud migration process
2. FTP access for the customer for data transfer
3. Setup of Cloud Single Sign On (SSO), if applicable and within SOW scope
 - a. Communicate to the customer the necessary documentation needed for SSO configuration
4. Setup of Maintenance Connection Cloud Web API configuration

5. Migration of data from onsite Maintenance Connection (Staging and Production)
6. Migration of users to Cloud Maintenance Connection
7. Troubleshoot issues with the customer and resolve

EXCLUSIONS

Data, data migrations:

1. Data provided by the customer in a different format than the expected data format as instructed by Accruent Technical Services; if data is provided in a different format than instructed, the data must be reviewed by Accruent and, if needed, a Change Control document will be required for additional services determined to be necessary for a successful data migration
 - a. If Accruent data transformation or mapping is required due to quality or formatting issues within customer-delivered data, additional fees will be incurred.
2. Database merge (data consolidation) tasks are out of scope (For example, merging two or more on-premises repair centers into one cloud repair center or merging the on-premises database to the existing cloud database).
3. Any corrections to the Data Migration that are requested after ten (10) business days from the date which Accruent delivers the Final migration; corrections after this date may result in additional fees

Maintenance Connection Cloud services:

1. The migration of the existing product customizations of the onsite Maintenance Connection are out of scope.
2. New modules are not configured or tested as part of the migration package
3. If additional modules are licensed or included in the Cloud package, they will be provisioned, but not configured or tested unless specifically outlined as additional scope.
4. End-to-end verification of custom Maintenance Connection Cloud Web API integrations is out of scope.
5. All product SW quality issues are to be addressed to the Accruent product support team

PROJECT TEAM ROLES & RESPONSIBILITIES

Customer Implementation Team

Role	Responsibilities
Project Manager	Will work hand in hand with Accruent Project Manager, assist in the creation of a project plan, coordinate project resources, provide timely status updates on customer deliverables, and assist in driving the project timeline. Ensure that key project dependencies which may exist outside the control of Accruent are managed properly and on time
IT	Will provide database backups. Will provide expertise on authentication methods and end-to-end integration verification as applicable.
Business Owners	Will participate in UAT to ensure current workflows are intact following the migration.

Accruent Implementation Team

Role	Responsibilities
Accruent Project Sponsor	Is accountable for project success; determines project success criteria and monitors project performance. Role fulfilled by Professional Services Manager.
Accruent Project Manager	Works hand in hand with Customer Project Manager to draft and maintain Project Plan; drives timeline and ensures scope completion; provides timely status updates on Accruent deliverables; keeps Customer up to date on project progress, risks, and issues. Closes out the project and transitions to Customer Support.

Maintenance Connection Technical Services Consultant	Provides technical guidance; migrates to cloud sandbox and Production environments. Works with customers on any API integrations if included in the scope, and including Single Sign On Authentication, if included in the scope. Advises on application deployment.
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CHANGE CONTROL GOVERNANCE

1. The recommended escalation path within Accruent during implementation includes:
 - a. Project Manager
 - b. Manager, Professional Services
 - c. Director, Professional Services
2. The recommended escalation path for the Customer during implementation includes:
 - a. Project Manager
 - b. Project Sponsor

CANCELLATIONS

Accruent and Customer Project Managers will collaborate and agree to specified dates and times for remote (offsite) sessions as part of the project plan. Disruption to the agreed-upon timeline significantly impacts the Accruent team's ability to deliver the project on time and availability for other projects.

Remote Engagements: For remote sessions canceled with less than 24 hours' notice, a cancellation fee equal to the total estimated Professional Services fees for the full length of the scheduled session will be due to Accruent.

EXHIBIT A ATTACHMENT 2
ACCRUENT
SECURITY ADDENDUM



Accruent's Security Addendum

This Security Addendum (“**Addendum**”) is entered into by and between Accruent and its applicable client (on behalf of itself and its Affiliates, “**Client**”) and is incorporated by reference into, and forms a part of, the governing terms and conditions or other written or electronic agreement between Accruent and Client (the “**Agreement**”) for the provision of Accruent’s Services (as defined in the Agreement) to reflect the parties’ agreement regarding information security . Except as expressly set forth in this Addendum, the Agreement remains unchanged and in full force and effect. In the event of a conflict between this Addendum and the Agreement, this Addendum will govern. Terms used but not defined herein shall have their respective meanings as set forth in the Agreement.

1. SECURITY

Accruent shall use reasonable methods and safeguards designed to protect the Client Data, including from any unauthorized collection, access, use, storage, disposal, and disclosure, by its employees, agents, or subcontractors. To fulfill its obligations under this Section, Accruent shall have in place, at a minimum, physical, technical, administrative, and organizational safeguards that provide for and are designed to ensure: (a) protection of business facilities, computing equipment, equipment with information storage capability, and backup systems containing Client Data; (b) network, application (including databases) and platform security; (c) business systems are designed to optimize security and proper disposal of Client Data according to the terms of this Addendum and the Agreement; (d) secure transmission and storage of Client Data (including encryption that meets or exceeds current industry standards, as detailed in Section 6.2 below; (e) authentication and access control mechanisms over Client Data, operating systems and equipment; (f) personnel security, including background checks consistent with applicable law; (g) annual training to Accruent’s employees on physical, technical, and administrative information security safeguards and confidentiality; (h) that Client Data is stored in data centers that have industry standard security controls, and (i) restrictions to ensure that Client Data files are not

placed on any notebook hard drive or removable media, such as compact disc or flash drives, unless encrypted.

2. DATA BREACH

2.1 In the event Accruent experiences a Data Breach, Accruent will notify Client of the Data Breach as soon as practicable, but in no case later than seventy-two (72) hours after the event with relevant information including the nature of the Data Breach, the nature of the Client Data affected, the categories and number of users concerned, the number of Client Data records concerned, and measures taken to address the Data Breach. "**Data Breach**" means any improper, unauthorized or unlawful access to use of or disclosure of data subject personal information directly caused by Accruent's breach of this Addendum.

2.2 Accruent shall take prompt steps to remedy the Data Breach where reasonably practicable in accordance with Applicable Law. Client is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities in relation to any Data Breach.

3. VULNERABILITY MANAGEMENT

3.1 Accruent shall maintain policies designed to ensure that Accruent assets, systems and software used to store, process, transmit or maintain Client Data are protected from known or reported vulnerabilities to external threats to functionalities or security by installing applicable and necessary security patches within a reasonable timeframe. Accruent will provide application penetration test executive summary reports upon written request.

3.2 Accruent shall evaluate security alerts, advisories, and directives from relevant external sources to determine: (a) exposure to such vulnerabilities, and (b) appropriate measures to address the associated risk.

4. DISASTER RECOVERY

4.1 Accruent shall maintain a documented and appropriate disaster recovery policy designed to enable it to continue or resume providing Services in a timely manner after a disruptive event ("**Disaster Recovery Plan**"). In the event a disaster is declared, Accruent will initiate the Disaster Recovery Plan and shall use commercially reasonable efforts to resume access to Client's Services at Accruent's back-up data center facility in accordance with Accruent's recovery time objectives.

4.2 Accruent shall annually test and monitor the effectiveness of its Disaster Recovery Plan, including safeguards, controls, systems, and procedures, evaluate and modify the Disaster

Recovery Plan as needed to address newly-identified internal and external risks to the security, confidentiality, and integrity of the Client Data.

5. RECORDS, INFORMATION AND AUDIT

5.1 Client may, no more than once annually and with thirty (30) days' advanced written notice, request a SOC 1, or SOC 2 report, or a bridge letter by contacting audit.compliance@accruent.com. Client must include information on Accruent product(s), the type of audit report requested, and contact information in the request.

5.2 Client may, no more than once annually and with thirty (30) days' advanced written notice, submit an industry-standard security questionnaire for Accruent to complete.

6. DATA LOCATION AND ENCRYPTION

6.1 Accruent will work with reputable hosting providers for its SaaS Services that have industry-standard security precautions for the type of information maintained, which and shall include, but not be limited to, procedures and measures designed to prevent unauthorized access to the SaaS Services and unauthorized use of and/or modification of Client Data.

6.2 Client Data may be encrypted at rest, in motion, or both during transport, in accordance with the table below.

Data Encryption Table		
Product	At Rest	In Transit
Data Insights		✓
EMS	✓	✓
FAMIS 360	✓	✓
Lucernex	✓	✓
Maintenance Connection		✓
Meridian	✓	✓
RedEye	✓	✓
Siterra	✓	✓
TMS		✓
Vx Suite		✓

7. REGULATORY COMPLIANCE

7.1 DORA. If Client qualifies as a “financial entity” under Regulation (EU) 2022/2554, or the Digital Operational Resilience Act (“**DORA**”), then to the extent required under Applicable Law, this Section 7.1 shall apply. The supplemental terms below are in addition to those otherwise set forth in this Addendum and the Agreement for the purpose of enabling Client to meet its regulatory obligations under DORA in connection with Accruent’s provision of the Services.

7.1.1 Key Contractual Provisions.

a. Service Description. The scope of the Services is described in the Agreement and/or Order Document governing Client’s use of Accruent’s Services.

b. Location. For SaaS Services, Client Data storage and processing locations are specified at <https://www.accruent.com/subprocessor-list>. The data storage and processing locations might be added or changed in connection with the Services in case Accruent engages a new subprocessor and Client will be informed in line with the process agreed under applicable Data Processing Addendum (“**DPA**”) in such case.

c. Data Protection. Accruent’s obligations with regard to the availability, authenticity, integrity, and confidentiality in relation to the protection of data, including Personal Data, are

set forth in the applicable DPA and Agreement. A list of Accruent's certifications is available at: <https://www.accruent.com/security-compliance-certifications>; detailed information including access to the certifications and reports can be provided upon Client's request.

d. Access, recovery and return of Client Data. Accruent shall, within a reasonable period of time following receipt of Client's written request received within thirty (30) days following the termination events defined in DORA, make Client Data, including Personal Data, available to Client in a format mutually acceptable to the parties.

e. Service Level Descriptions. Accruent's support policy and service level descriptions, including updates and revisions thereof, are defined in the applicable Agreement and/or Order Document, also available at: <https://www.accruent.com/services-support/customer-support>.

f. Incident Assistance. Accruent shall provide reasonable assistance to Client regarding incidents that have negative impact on the continuity or security of the Services in accordance with the incident support or reporting procedures in the Agreement and/or DPA.

g. Cooperation. To the extent required under Applicable Law, Accruent shall cooperate in good faith with the competent authority, including with persons appointed by the competent authority, for requested information regarding the Services provided to Client, so long as Client does not otherwise have access to the relevant information.

h. Termination. In addition to the termination rights provided in the Agreement, Client may terminate the Agreement, in whole or in part, in the event of:

- i. A formal instruction from the competent authority;
- ii. Accruent's significant breach of Applicable Law or the Agreement and Client reasonably believes is nonremedial;
- iii. There are material changes affecting the Agreement or the situation of Accruent, or circumstances indisputably deemed capable of altering the performance of the Services;
- iv. There are undisputed evidenced weaknesses pertaining to Accruent's overall risk management, security, information, and data that are not promptly remediated;
- v. where the competent authority can no longer effectively supervise the Client as a result of the conditions of, or circumstances related to, the Agreement.

Provided, however, Client must provide Accruent with written notice describing the nature and basis of the breach and Accruent has failed to cure the breach within thirty (30) days after receipt of Client's notice of breach.

i. Accruent Security Awareness Training. Accruent's employees are subject to annual security awareness training on physical, technical, and administrative information security safeguards and confidentiality.

7.1.2 Confidentiality. Any audit reports, documentation, or other information relating thereto shall be deemed Accruent's Confidential Information and protected in accordance with the confidentiality terms set forth in the Agreement. Client may disclose such information only to its competent authority or its appointed auditor or consultant, provided such disclosure is made on a strict need-to-know basis and subject to confidentiality obligations no less protective than those set in the Agreement. Except as permitted in the foregoing or as otherwise required by Applicable Law, Client shall not disclose any such information to third parties without Accruent's prior written consent.

EXHIBIT A ATTACHMENT 3
ACCRUENT
DATA PROTECTION ADDENDUM



Accruent Data Protection Addendum

This Data Protection Addendum (“**Addendum**”) is entered into by and between Accruent and its applicable client (on behalf of itself and its Authorized Affiliates, “**Client**”) and is incorporated by reference into, and forms a part of, the Master Services Agreement or other written or electronic agreement between Accruent and Client (“**Agreement**”) for the provision of Accruent’s Services (as defined in the Agreement) to reflect the parties’ agreement regarding the Processing of Personal Data. Except as expressly set forth herein, the Agreement remains unchanged and in full force and effect. In the event of a conflict between this Addendum and the Agreement, this Addendum will govern. Terms used but not defined herein shall have their respective meanings as set forth in the Agreement.

HOW THIS ADDENDUM APPLIES:

If Client is a direct customer of Accruent and signed the Agreement, this Addendum forms part of the Agreement. If Client has executed an Order Document with Accruent or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this Addendum forms part of that Order Document and any applicable renewal Order Document. For any entity that has a contract with an authorized reseller or distributor of Accruent services, this Addendum is not valid or legally binding, and it should contact the authorized reseller or distributor request any applicable amendment.

1. DEFINITIONS

“**Accruent**” means the Accruent entity that is a party to the Agreement.

“**Affiliate**” means any entity(ies) owned, controlled, or commonly controlled by, a party.

“**Appropriate Safeguards**” means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time.

“**Authorized Affiliate**” means any Client Affiliate that: (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland, the United Kingdom, and/or the United States, and (b) is permitted to use the

Services pursuant to the Agreement between Client and Accruent, but has not signed its own Order Form with Accruent and is not a “Client” as defined under this Addendum.

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

“**Complaint**” means a complaint or request relating to either party’s obligations under Data Protection Laws, including any claim from a Data Subject or any notice, investigation, or other action from a Supervisory Authority.

“**Data Breach**” means any confirmed unlawful or unauthorized access to, use of, or disclosure of Personal Data directly caused by a party in breach of its information security and privacy requirements set forth in the Agreement and in this Addendum that leads to the accidental, unauthorized or unlawful destruction, loss, alteration, disclosure of, or access to, Personal Data. For the avoidance of doubt, a Data Breach does not include unsuccessful attempts to breach or action that do not compromise the security of Personal Data, including unsuccessful log-in attempts, denial of service attacks, or other network attacks on firewalls or networked systems.

“**Data Breach Losses**” means a party’s actual direct costs related to a Data Breach for: (i) notifying Data Subjects whose Personal Data was the subject of the Data Breach (“**Affected Parties**”) as required by Data Protection Laws; (ii) procuring credit monitoring, credit reporting, and identity theft insurance, each as required by Data Protection Laws; (iii) fines and penalties imposed by a Supervisory Authority under Data Protection Laws upon such party as a result of the Data Breach; (iv) reasonable call center support for Affected Parties for up to ninety (90) days; (v) actual monetary damages suffered by Affected Parties due to such Data Breach and/or compensation ordered by a Supervisory Authority; and (vi) the reasonable cost of compliance with investigations ordered by a Supervisory Authority. Each party shall procure all of the foregoing items at a reasonable cost consistent with industry standards.

“**Data Protection Laws**” means all laws and regulations regarding data protection, data privacy, and information security applicable to a party as the context requires related to the Processing of Personal Data under this Addendum.

“**Data Subject**” means a subject of Personal Data and who is an identified or identifiable natural person.

“**Data Subject Request**” means a request made by a Data Subject to exercise legal rights under Data Protection Laws.

“**DPIA**” means a data protection impact assessment, in accordance with Data Protection Laws.

“**FADP**” means the Swiss Federal Act on Data Protection, as may be amended from time to time.

“**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

“**Personal Data**” means any information that is related to a Data Subject and is subject to the Data Protection Laws.

“**Process,**” “**Processes**” or “**Processing**” means an action performed upon Personal Data,

whether or not automated, including but not limited to collection, recording, use, disclosure, structuring, organization, storage, alteration, adaptation, combination, retrieval, consultation, dissemination, transmission, making available, restriction, destruction, or erasure.

“SCC” means the version of the Standard Contractual Clauses as set out in Module Two (Controller to Processor) for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 found at <https://www.accruent.com/privacy-addenda>

“**Subprocessor**” means a third party authorized by Accruent to Process Personal Data.

“**Supervisory Authority**” means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

“**UK GDPR**” means the UK General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

2. INTERPRETATION

2.1 The terms “**Controller**,” “**Data Controller**,” “**Data Processor**,” “**international organisation**,” and “**Processor**” have the meanings given to them in the Data Protection Laws (and terms such as “process” have corresponding meanings).

2.2 Any references to Data Protection Laws incorporate references to any laws replacing, amending, extending, re-enacting, or consolidating such Data Protection Laws and the equivalent terms defined in such laws, once in force and applicable.

2.3 This Addendum will automatically terminate upon expiration or termination of the Agreement.

3. ROLES OF THE PARTIES

3.1 The parties acknowledge and agree that, with regard to the Processing of Personal Data, Client is the Controller and Accruent is a Processor.

4. COMPLIANCE WITH DATA PROTECTION LAWS

4.1 Each party shall process Personal Data in compliance with the terms of the Agreement and this Addendum, and the obligations of Data Processors or Data Controllers, as applicable, under Data Protection Laws. Each party shall maintain all relevant regulatory registrations and notifications as required under Data Protection Laws.

4.2 Client represents and warrants that: (a) any Personal Data being provided to or accessed by Accruent for performance of Accruent's obligations under the Agreement shall be sourced by Client and shared with Accruent in compliance with Data Protection Laws, including regarding collection, storage and processing, which includes Client providing any required fair notice of processing to, and obtaining all necessary consent from, Data Subjects, and (b) instructions given by Client to Accruent in respect of Personal Data shall comply with Data Protection Laws.

4.3 Client shall not unreasonably withhold, delay or condition its agreement to any change reasonably requested by Accruent in order to ensure Accruent (or any Subprocessor) can comply with Data Protection Laws in performing its obligations under the Agreement and this Addendum.

5. DETAILS OF PROCESSING AND INSTRUCTIONS

5.1 If Accruent processes Personal Data on behalf of Client, Accruent shall: (a) process Personal Data only in accordance with Client's documented instructions as set out in the Agreement and this Addendum, as may be updated from time to time by the parties ("**Processing Instructions**"), unless otherwise required by Data Protection Laws, (b) if Data Protection Laws require it to process Personal Data other than in accordance with the Processing Instructions, notify, to the extent permitted under Data Protection Laws, Client of any such requirement before so processing the Personal Data, and (c) notify Client if Accruent believes that any Processing Instructions may violate Data Protection Laws, provided, that Client agrees (i) doing so shall be without prejudice to Sections 4.2 and 4.3, and (ii) Accruent shall have no liability for any losses, expenses or liabilities (including any Data Breach Losses) arising from, or in connection with, following the Processing Instructions after the date of Accruent's notice to Client.

6. TECHNICAL AND ORGANIZATIONAL MEASURES; SECURITY OF PROCESSING

6.1 Accruent shall implement and maintain, at its cost and expense, the technical and organisational measures set forth in Schedule 3 (Security Measures), taking into account the nature of the Processing of Personal Data described in Schedule 1 (Data Processing Details), and designed to ensure the protection of Personal Data and compliance with the terms of this Addendum. For purposes of clause 8.6(a) of the SCC, Client is solely responsible for making an independent determination as to whether the technical and organisational measures set forth in Schedule 3 (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the Processing of its Personal Data, as well as the risks to individuals) meet Client's requirements and provide a level of security appropriate to the risk with respect to its Personal Data. For purposes of clause 8.6(c) of the SCC, Accruent shall notify Client in the manner described in Section 11.

7. SUBPROCESSING

7.1 For the purposes of clause 9(a) of the SCC, the parties agree that Accruent has Client's general authorisation to engage the Subprocessors listed in Schedule 2, that Client shall be informed of any changes to the Subprocessor list via updates made by Accruent to the website listed in Schedule 2, Client's failure to object to any such updates within sixty (60) days thereof shall be deemed Client's consent to such updates, and that in any event, Client's authorisation shall not be unreasonably withheld, conditioned or delayed. In the case of any reasonable objection by Client, Accruent will use commercially reasonable effort to identify an alternative; provided, that, if no commercially reasonable alternative is available, the parties will meet and confer and mutually negotiate a resolution. Where Accruent enters into EU Processor-to-Processor Transfer Standard Contractual Clauses with a Subprocessor in connection with the provision of the Services, Client hereby grants Accruent and Accruent's Affiliates authority to provide a general authorisation on Controller's behalf for the engagement of subprocessors by Subprocessors engaged in the provision of the Services, as well as decision making and approval authority for the addition or replacement of any such subprocessors. Accruent shall require Subprocessors to ensure that their subprocessors agree to terms that are materially consistent with those set forth in this DPA. Accruent shall be responsible for the acts and omissions of its Subprocessors and appoint Subprocessors under a written contract containing materially the same obligations as are set forth in this DPA.

8. ASSISTANCE AND COMPLIANCE WITH DATA SUBJECT RIGHTS

8.1 For the purposes of clause 11 of the SCC, Accruent shall inform Data Subjects according Accruent's privacy notice, a version which is available at https://www.accruent.com/privacy-notice#privacy_notice. Accruent shall, if legally permitted, promptly refer all Data Subject Requests it receives to the Client as Data Controller and will reasonably assist Client to enable Client to address the Data Subject Requests related to Personal Data. In the event a government or Supervisory Authority requires access to Personal Data, Accruent will promptly notify Client prior to disclosure unless prohibited by law.

9. INTERNATIONAL DATA TRANSFERS

9.1 Client agrees Accruent may transfer Personal Data to countries outside the European Economic Area (EEA) or to any Subprocessor identified in Schedule 2 (or any additional or replacement Subprocessors as described in Section 7) in order to carry out its obligations hereunder; provided, that, any such transfer and any onward transfer shall be in accordance with Data Protection Laws. Client hereby consents to onward transfer, access and processing in accordance with Appropriate Safeguards, including, without limitation, (a) in any third country approved by Commission Decision 2000/518/EC of 26 July 2000 as providing adequate protection for Personal Data by the European Commission from time to time; and/or (b) in compliance with the data importer's obligations as set out in the applicable clauses set forth

at: <https://www.accruent.com/privacy-addenda>. The foregoing sentence shall constitute Client's instructions with respect to international data transfers for the purposes of Data Protection Laws.

9.2 Client and Accruent agree that, if Accruent collects Personal Data under the CCPA, the GDPR, the UK GDPR, or FADP, as applicable, the clauses related to such regulation set forth at: <https://www.accruent.com/privacy-addenda> shall apply.

9.3 Accruent agrees that it shall abide by: (i) the terms of the SCC sections I, II, III and IV (as applicable), in the manner described in Schedules 1, 2 and 3 of this Addendum. The SCC shall apply to Accruent in its role as the "data importer," and to Client and, to the extent legally required, each of Client's Authorized Affiliates established within the European Union, the EEA and/or its member states, Switzerland and/or the United Kingdom, in their role as "data exporters." Client signs this Addendum and the SCC of each data exporter in name and on behalf of such data exporter and shall carry out the obligations of each data exporter set forth in the SCC on behalf of that data exporter.

10. RECORDS, INFORMATION, AND AUDIT

10.1 Accruent shall maintain, written records of all categories of processing activities carried out on behalf of the Client in accordance with Data Protection Laws.

10.2 Accruent shall, in accordance with Data Protection Laws, make available to Client such information as is reasonably necessary to demonstrate Accruent's compliance with its obligations under Data Protection Laws. If that information is not sufficient to demonstrate compliance, subject to the audit rights set out in the Agreement (if any), Accruent shall permit Client and/or its authorized third-party auditor, to review and audit, at Client's sole cost and expense, the Accruent systems used to provide the Services solely to the extent legally required to demonstrate such compliance.

10.3 Client's rights under Section 10.2 are subject to Client: (a) giving Accruent reasonable prior notice of any information or audit request, (b) ensuring that all information obtained or generated by Client or its auditor is kept strictly confidential, save for disclosure to the Supervisory Authority or as otherwise required by Data Protection Law, (c) ensuring that any audit is undertaken during normal business hours, with minimal disruption to Accruent's business or the business of other clients of Accruent, and (d) paying Accruent's reasonable costs for assisting with the audit.

11. NOTIFICATIONS OF PERSONAL DATA BREACHES AND COMPLAINTS

11.1 In respect of any Data Breach caused by Accruent, Accruent shall, without undue delay: (a) notify Client of the Data Breach; and (b) provide Client with reasonable details of the Data Breach.

11.2 Each party shall promptly, and in any event within three (3) business days, if legally permitted, promptly inform the other if it receives a Complaint and provide the other party with reasonable details of such Complaint.

12. DELETION OR RETURN OF PERSONAL DATA; CERTIFICATION

12.1 Accruent shall, within a reasonable period of time following receipt of Client's written request received within thirty (30) days following termination of the Agreement, either delete, overwrite or return all Personal Data to Client, and delete or overwrite any other copies thereof, unless storage is required by applicable law and, if so, Accruent shall inform Client of any such requirement. Accruent shall provide the certification of deletion of Personal Data described in clause 8.5 and 16(d) of the SCC to Client promptly following its completion of such activities

13. MISCELLANEOUS

13.1 This Addendum, together with the Agreement, constitutes the entire agreement of the parties and supersedes any previous agreement with respect to the subject matter hereof. If any provision of this Addendum shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Any waiver of a party's rights or remedies hereunder must be in writing to be effective. Any liabilities arising hereunder shall be subject to the limitations of liability in the Agreement. No failure of either party to exercise or enforce any rights hereunder shall act as a waiver of such rights. The governing law under clause 17 of the SCC shall be the law designated in the Governing Law section of Schedule 1. The courts under clause 18 of the SCC shall be those designated in the Choice of Forum and Jurisdiction section of Schedule 1. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties' duly authorized representatives agree to the terms and conditions of this Agreement.

SCHEDULE 1

DATA PROCESSING DETAILS

1. LIST OF PARTIES

Data Exporter: Client and its Authorized Affiliates

Address and Contact Person: As specified in the Agreement

Activities relevant to the data transferred: Performance of the Services pursuant to the Agreement

Signature and date: As of the Effective Date of the Agreement

Role: Controller

Data Importer: Accruent, LLC

Address and Contact Person: As specified in the Agreement
or legal@accruent.com

Activities relevant to the data transferred: Performance of the Services pursuant to the Agreement.

Signature and date: As of the Effective Date of the SCC Amendment.

Role: Processor

2. **CATEGORIES OF DATA SUBJECTS WHOSE PERSONAL DATA IS TRANSFERRED:** Client may submit Personal Data to the Services, the extent of which is controlled by Client in its sole discretion, and which may include, but is not limited to, Personal Data relating to the following categories of Data Subjects:
 - a. Client's employees, agents, contractors, consultants, freelancers, temporary staff, contingent workers, advisors and/or partners (who are natural persons)
 - b. Natural persons who consume Client's services, such as students, tenants or customers of Client
 - c. Client's users who are authorized by Client to use the Services
 - d. Client's prospects, customers, business partners, suppliers and vendors (who are natural persons)
 - e. Employees or contact persons of Client's prospects, customers, business partners, suppliers and vendors
3. **CATEGORIES OF PERSONAL DATA TRANSFERRED:**

First and last name, job title, job position, contact information (e.g., company, email, phone number, physical address, username, login credentials, operator / license / certification numbers, ID data, IP addresses, login / logout times, persistent online identifiers (e.g., cookies), professional life / employment management data, pictures, voice / screen recordings, personal life data, location/localisation data, and unique identifiers or personal data contained in help requests, webchat / messaging requests, free text fields and other records
4. **SENSITIVE DATA TRANSFERRED (IF APPLICABLE):**

The Services generally do not require any transmission or processing of sensitive data, unless the Data Exporter chooses to share such information in its sole discretion, such as through messaging requests, free text fields and other records.

5. FREQUENCY OF THE TRANSFER:

On a continuous basis depending on the use of the Services by Client.

6. NATURE OF THE PROCESSING; PURPOSE OF THE DATA TRANSFER AND FURTHER PROCESSING:

Accruent (and its Subprocessors) will process Personal Data as necessary in the provision and performance of, and in monitoring and ensuring the security of, the applicable Services pursuant to the Agreement and as further instructed by the Client in its use of the Services.

7. THE PERIOD FOR WHICH THE PERSONAL DATA WILL BE RETAINED:

Until its deletion in accordance with the provisions of the Agreement, unless otherwise agreed in writing.

8. SUBPROCESSOR TRANSFERS:

See Schedule 2 for the list of approved Subprocessors. As specified above.

9. COMPETENT SUPERVISORY AUTHORITY

The supervisory authority applicable to the data exporter by data exporter's location or registration. Name and contact details of such supervisory authority to be disclosed by the data exporter without undue delay upon the data importer's request. The data importer is subject to the authority of the United Kingdom, as to data subjects from the United Kingdom (UK) and UK GDPR, and the Netherlands, as to data subjects of the European Economic Area (EEA) and GDPR.

10. TECHNICAL AND ORGANISATIONAL MEASURES

As set forth in Schedule 3.

11. GOVERNING LAW

The governing law shall be the law of the EU Member State in which the data exporter is established. In the event, the data exporter is not established in an EU Member State, the SCC will be governed by: (i) if the Agreement is governed by the laws of the United Kingdom, the laws of the United Kingdom; (ii) if the Agreement is governed by the laws of Switzerland, the laws of Switzerland; or (iii) the laws of Netherlands.

12. CHOICE OF FORUM AND JURISDICTION

The choice of forum shall be the country designated pursuant to the preceding section and jurisdiction shall lie with the courts of such country.

SCHEDULE 2

APPROVED SUBPROCESSORS

A list of Accruent's third party subprocessors can be found at <https://www.accruent.com/subprocessor-list>

SCHEDULE 3

SECURITY MEASURES

DESCRIPTION OF TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES IMPLEMENTED BY ACCRUENT

Technical Measures to Ensure Security of Processing

1. **Inventory and Control of Hardware Assets** Actively manage all hardware devices on the network so that only authorized devices are given access, and unauthorized and unmanaged devices are found and prevented from gaining access.
2. **Inventory and Control of Software Assets** Actively manage all software on the network so that only authorized software is installed and can execute, and that unauthorized and unmanaged software is found and prevented from installation or execution.
3. **Continuous Vulnerability Management** Continuously acquire, assess, and take action on new information in order to identify vulnerabilities, remediate, and minimize the window of opportunity for attackers.
4. **Controlled Use of Administrative Privileges** Maintain processes and tools to track, control, prevent, and correct the use, assignment, and configuration of administrative privileges on computers, networks, applications, and data.
5. **Secure Configuration for Hardware and Software on Mobile Devices, Laptops, Workstations, and Servers** Implement and manage the security configuration of mobile devices, laptops, servers, and workstations using a configuration management and change control process in order to prevent attackers from exploiting vulnerable services and settings.

6. **Maintenance, Monitoring, and Analysis of Audit Logs** Collect, manage, and analyze audit and security logs of events that could help detect, understand, or recover from a possible attack.
7. **Email and Web Browser Protections** Deploy automated controls to minimize the attack surface and the opportunities for attackers to manipulate human behavior through their interaction with web browsers and email systems or content.
8. **Malware Defenses** Control the installation, spread, and execution of malicious code at multiple points in the enterprise, while optimizing the use of automation to enable rapid updating of defense, data gathering, and corrective action.
9. **Limitation and Control of Network Ports, Protocols, and Services** Manage (track, control, correct) the ongoing operational use of ports, protocols, services, and applications on networked devices in order to minimize windows of vulnerability and exposure available to attackers.
10. **Data Recovery Capabilities** Maintain processes and tools to properly back up personal data with a proven methodology to ensure the confidentiality, integrity, availability, and recoverability of that data.
11. **Secure Configuration for Network Devices, such as Firewalls, Routers, and Switches** Implement and manage the security configuration of network infrastructure devices using a configuration management and change control process in order to prevent attackers from exploiting vulnerable services and settings.
12. **Boundary Defenses** Detect, prevent, and correct the flow of information transferring networks of different trust levels with a focus on personal data.
13. **Data Protection** Maintain processes and tools used to prevent data exfiltration, mitigate the effects of exfiltrated data, and ensure the confidentiality and integrity of personal data.
14. **Controlled Access Based on the Need to Know** Maintain processes and tools to track, control, prevent, and correct secure access to critical or controlled assets (e.g. information, resources, systems) according to the formal determination of which persons, computers, and applications have a need and right to access these critical or controlled assets based on an approved classification.

15. **Wireless Access Control** Maintain processes and tools to track, control, prevent, and correct the secure use of wireless local area networks (WLANs), access points, and wireless client systems.
16. **Account Monitoring and Control** Actively manage the life cycle of system and application accounts, their creation, use, dormancy, and deletion in order to minimize opportunities for unauthorized, inappropriate, or nefarious use.

Organisational Measures to Ensure Security of Processing

1. **Implement a Comprehensive Information Security Programme** Through the implementation of a Comprehensive Information Security Program (CISP), maintain various administrative safeguards to protect personal data. These measures are designed to ensure:
 - a. security, confidentiality, and integrity of personal data
 - b. protection against unauthorized access to or use of (stored) personal data in a manner that creates a substantial risk of identity theft or fraud
 - c. that employees, contractors, consultants, temporaries, and other workers who have access to personal data only process such data on instructions from the data controller.
2. **Implement a Security Awareness and Training Programme** For all functional roles (prioritizing those mission critical to the business, its security, and the protection of personal data), identify the specific knowledge, skills and abilities needed to support the protection and defense of personal data; develop and execute an integrated plan to assess, identify gaps, and remediate through policy, organizational planning, training, and awareness programs.
3. **Application Software Security** Manage the security life cycle of all in-house developed and acquired software in order to prevent, detect, and correct security weaknesses.
4. **Incident Response and Management** Protect the organization's information, including personal data, as well as its reputation, by developing and implementing an incident response infrastructure (e.g., plans, defined roles, training, communications, management oversight, retainers, and insurance) for quickly discovering an attack and then effectively containing the damage, eradicating the

attacker's presence, and restoring the integrity of the organization's network and systems.

5. **Security and Privacy Assessments, Penetration Tests, and Red Team Exercises** Test the overall strength of the organization's defense (the technology, processes, and people) by simulating the objectives and actions of an attacker; as well as assess and validate the controls, policies, and procedures of the organization's privacy and personal data protections.
6. **Physical Security and Entry Control** Require that all facilities meet the highest level of data protection standards possible, and reasonable, under the circumstances relevant to the facility and the data it contains, process, or transmits.

EXHIBIT A ATTACHMENT 4
ACCRUENT
END USER LICENSE AGREEMENT

[Home](#) [End User License...](#)

End User License Agreement

End User License Agreement

By signing an Order Document or completing an online registration or purchasing process with Accruent, LLC or the Affiliate of Accruent LLC that is named in such Order Document or online flow (together with its Affiliates, "**Accruent**"), or by accessing or using any Services, such company ("**Client**") agrees to be bound by the terms and conditions set forth in this end user license agreement ("**Agreement**"). Additional defined terms are set forth in Section 11 below.

1. FINANCIAL TERMS.

1.1 Fees and Payment Terms. Fees for the licensed Services are as specified in the applicable Order Document and, unless stated otherwise therein, are denominated and payable in United States Dollars (USD). Fees are due within thirty (30) days of the invoice date. Fees for renewal periods, subject to Section 3.5, shall be billed at Accruent's then-current prices. If Client provides credit card information to Accruent, Client authorizes Accruent to charge such credit card for all Services listed in an applicable Order Document for the Initial Term and each Renewal Term. Accruent's standard process for delivering invoices is via email to the designated billing contact. If Client requires use of a third-party invoicing or procurement portal (e.g., Ariba, Coupa, or equivalent) or via postal mail, Client agrees that Accruent may charge a reasonable administrative fee to cover such costs, not to exceed \$15 per invoice. Any such fees will be itemized on the applicable invoice. Accruent is not responsible for any payment terms that are not expressly stated in this Agreement or the applicable Order Document.

1.2 Overdue Charges. Accruent may charge interest, at the rate of one and a half percent (1.5%) per month or the highest rate allowed by Applicable Law, whichever is less, on any

overdue amounts that are not reasonably disputed by Client in writing and that remain outstanding following their due date.

1.3 Purchase Orders. If Client requires a purchase order for payment, Client shall issue a purchase order referencing this Agreement upon execution; provided, that, the terms of this Agreement will supersede and replace any terms in such purchase order, and such purchase order terms shall have no effect. Client agrees that Accruent may suspend Client's access to the Services without penalty or any refund of fees if Client delays in providing such purchase order to Accruent. Failure by Client to provide a purchase order within ten (10) business days from Client's execution of the Agreement shall be deemed a waiver by Client of its need to issue a purchase order.

1.4 Suspension for Non-Payment. In the event any fees not reasonably under dispute remain due and owing by Client more than sixty (60) days after the invoice date, Accruent may, without limiting any of its other rights and remedies: (i) suspend, terminate or otherwise limit Client's access to, or use of, all or any part of the Services, and (ii) require full payment of the overdue amount, and any other outstanding amounts, prior to further performance by Accruent.

1.5 Taxes. Unless otherwise specified in an Order Document, the fees for the Services do not include taxes. Client is responsible for and agrees to pay any country, territorial, residential, federal, state and/or local sales, use, excise, value added, services and other



any such taxes to invoices submitted to Client. Client shall gross up any payments to compensate for any withholding taxes payable. If Client is tax-exempt, Client must provide Accruent a copy of its tax-exempt certificate prior to execution of an Order Document. Client is responsible for any liability or expense incurred by Accruent due to Client's failure or delay in paying taxes.

2. TERM AND TERMINATION

2.1 Agreement Term. The term of this Agreement commences on the Effective Date and shall continue in full force and effect until the expiration or termination of all outstanding Order Documents ("**Term**"), unless otherwise terminated earlier as provided hereunder.

2.2 Termination. Either party may terminate this Agreement, including all Order Documents, immediately upon written notice in the event: (i) that the other party commits a non-remediable, material breach of the Agreement, or if the other party fails to cure any remediable material breach, or provide a written plan of cure acceptable to the non-breaching party, within thirty (30) days of initial written notice of such breach; (ii) of institution

of bankruptcy, receivership, legal insolvency, reorganization, or other similar proceedings by or against the other party under Applicable Law, if any such proceedings have not been dismissed or discharged within thirty (30) days after they are instituted; or of the legal insolvency of, making of an assignment for the benefit of creditors of, the admittance of any involuntary debts as they mature by, or the institution of any reorganization arrangement or other readjustment of debt plan of either party; or (iii) the other party ceases or threatens to cease to carry on business or becomes unable to pay its debts. Where a party has a right to terminate the Agreement, the terminating party may, at its discretion, terminate the Agreement in whole or only terminate the applicable Order Document. Order Documents that are not terminated shall continue in full force and effect under this Agreement. Within 30 days of termination of this Agreement or the applicable Order Document by Client, Accruent shall reimburse Client for amounts prepaid by Client this Agreement and the applicable Order Document in proportion to the amount of the prepaid 12-month period remaining after the date of such termination by Client.

2.3 Actions Following Termination or Expiration. Client acknowledges and agrees that Accruent has no obligation to maintain Client Data for more than thirty (30) days following termination or expiration of this Agreement. For the avoidance of doubt, Client may access Client Data during the Term on a self-service basis via the SaaS Services or Software. Upon any expiration or termination of this Agreement or an applicable Order Document: (i) Client shall promptly cease all use of the Services described thereunder; (ii) shall either securely destroy or securely transfer, at Accruent's sole discretion, all Software that is under a term-based license and, if Accruent terminates due to Client's material breach, all Software that is under a perpetual license, including in each case all copies (except to the extent storage of any data is required by Applicable Law) and shall upon written request certify its compliance with the foregoing to Accruent in writing; and (iii) provided that Accruent does not terminate due to Client's material breach, Client may, no later than thirty (30) days following expiration or termination of the Agreement, request in writing a copy of Client Data stored in the SaaS Services in a format mutually acceptable to the parties and for a mutually agreed fee.

3. SERVICES

3.1 Services. Accruent will provide Client with the applicable Services identified in an Order Document. In the event of a conflict between the terms of this Agreement and the terms of the Order Document, the terms of the Order Document shall control.

3.2 SaaS Services. If SaaS Services are included in an Order Document, subject to the terms of this Agreement and the applicable Order Document (including any License Metrics outlined therein), Accruent grants to Client, during the Order Term (defined below), a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to: access and use: (i) such SaaS Services, Documentation, and any accompanying software provided by Accruent, including any APIs or SDKs, on a subscription basis for Client's internal business purposes;

and (ii) any Professional Services deliverables solely in connection with the SaaS Services referenced in the applicable Order Document.

3.3 Software. Subject to the terms of this Agreement and any applicable Order Document (including any License Metrics outlined therein), Accruent grants to Client one or more of the following:

(i) **Term License.** If Software is included in an Order Document under a term-based license, during the Order Term (defined below), a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to install, run and use such Software and Documentation on a subscription basis, solely as enabled by the license keys, for Client's internal business purposes;

(ii) **Perpetual License.** If Software is included in an Order Document under a perpetual license, a limited, irrevocable (except as otherwise specified herein), non-exclusive, non-transferable, non-sublicensable license to install, run and use such Software and Documentation, solely as enabled by the license keys, for Client's internal business purposes; and/or

(iii) **Software Maintenance.** If Maintenance is included in an Order Document, Maintenance during the Order Term (defined below). If ordered, Maintenance must be ordered for all applicable License Metrics used by Client.

Unless otherwise specified in an Order Document, Client may only use Software object code in a single production environment, may only use two concurrent versions for version upgrade and may retain one copy solely for back-up purposes. Client acknowledges that all Software is licensed and not sold and that Client is responsible for all activity in Client's account.

3.4 Professional Services. If Professional Services are included in an Order Document, subject to the terms of this Agreement and any applicable Order Document, Accruent grants to Client during the Order Term (defined below), a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Professional Services solely in connection with the applicable Services referenced in the applicable Order Document.

3.5 Services Term. The term for the SaaS Services (including Support), term-based Software, and/or Maintenance commences on the date specified in the applicable Order Document and shall continue for the initial term set forth therein ("**Initial Term**") and, following the Initial Term, shall automatically renew for successive twelve (12) month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Order Term**") at Accruent's then-current prices, unless either party gives written notice to the other party at least ninety (90) days prior to the end of the then-current Order Term of its intention not to renew such Services. The term for Professional Services and the commencement date for Software under a perpetual license shall be as set forth in the applicable Order Document. Client may purchase additional License Metrics or Services under an expansion Order Document at

Accruent's then-current prices, and the term for such License Metrics or Services will run concurrent with, and be pro-rated for the remainder of, the Order Term.

3.6 Access. The Services may be accessed by Client's (a) employees and (b) consultants, contractors and agents who are not competitors of Accruent, and used to manage the License Metrics specified in the applicable Order Document. Each user must have a need for such access, be bound by confidentiality restrictions materially consistent with those set forth herein, and comply with the terms of this Agreement. Client shall be responsible for any act or omission by its employees, consultants, contractors and/or agents that use the Services, notifying Accruent of any actual or suspected violation, and reasonably cooperating with any investigation by Accruent or remedial measures reasonably required by Accruent in light of such matter.

3.7 Client Data and Compliance.

(i) Client Compliance. Client shall comply with Applicable Law in connection with its use of the Services, including, without limitation, by providing notice to its employees, consultants, contractors and agents in its privacy policy or as it otherwise determines about how data will be used and shared with Accruent as a downstream processor, and obtaining and maintaining valid consent for Accruent to process data in connection with the Services, in each case before providing any data to Accruent. If Client uses SMS or other messaging functionality, it shall comply with all applicable requirements, including obtaining and maintaining valid consumer consent to send and receive messages.

(ii) Client Data Obligations. Client acknowledges that Client, not Accruent, is solely responsible for Client Data and for monitoring the content of Client's and its users' data transmitted through the SaaS Services and/or Software. Accruent may use third-party service providers to place cookies, tags or similar functionality in the SaaS Services and/or Software to compile metrics and analytics to help improve the Services, and which are covered by the third party's privacy policy. Client shall ensure that its users do not provide unlawful, obscene, offensive or fraudulent content or data or violate Applicable Law, and agrees that Accruent may remove Client content or data that violates this restriction without notice to Client. Client will not share personal data with Accruent that is defined as sensitive personal data under Applicable Law, such as personal health information, financial information or biometric data, or other similar data that requires additional protections under Applicable Law.

(iii) Accruent Data Obligations. Accruent will maintain appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of Client Data. Safeguards include, but are not limited to, measures designed

to prevent unauthorized access to or disclosure of Client Data (other than by Client or its users). Accruent Security Addendum forms part of this Agreement and is available here: <https://www.accruent.com/security-addendum>. Accruent may from time to time in its discretion modify or otherwise improve its offerings in the Accruent Security Addendum; provided, that, no such modification shall materially degrade the applicable Services.

(iv) Data Protection Agreement. Accruent's data protection addendum ("DPA") is incorporated by reference and available for your review here: <https://www.accruent.com/data-protection-addendum>. Accruent may from time to time in its discretion modify or otherwise improve its offerings in the DPA; provided, that, no such modification shall materially degrade the applicable Services. If Client has signed a separate DPA with Accruent, the terms of such DPA are hereby incorporated by reference into, and form a part of, this Agreement.

3.8 Acceptable Use. Client shall use the Services solely as authorized in this Agreement and agrees it will not, and will not cause or allow any other party to: (i) modify, copy, decompile, disassemble, reverse engineer, attempt to derive any object code or source code from, or misappropriate, all or any portion of Accruent's Services or any Accruent Intellectual Property; (ii) sell, resell, distribute, lease, rent, sublicense, or provide on a "service bureau" basis, all or any portion of the Services or any Accruent Intellectual Property, or provide unauthorized access to the Services, to any third party; (iii) use the Services to store or transmit any malicious code; including, any computer virus, worm, time bomb or Trojan horse; (iv) interfere with or disrupt the integrity or performance of the Services or Accruent's networks or operations; (v) violate the intellectual property, privacy or personal rights of others; (vi) use the Services beyond the License Metrics; or (vii) use or permit, enable or assist any third party to use, the Services to create competing products or services or violate this Agreement. If Client violates this Section 3.8, Accruent may suspend, terminate or otherwise limit Client's access to, or use of, all or any part of the Services without notice, penalty or any refund of fees.

3.9 Audit and Usage. During the Order Term and for one (1) year following termination of the Agreement, Accruent may, no more than twice per year, audit Client's use of the Services to review compliance with this Agreement. Client understands that certain SaaS Services and Software include a License Metric management component to track usage and agrees not to impede or disable its operation. Accruent reserves the right to monitor and enforce License Metrics, including, but not limited to, the right to charge then-current prices for overage. Client shall maintain and make available to Accruent upon written request records sufficient to permit Accruent or its independent auditor to verify Client's compliance with the terms of this Agreement. Accruent shall ensure any auditor is bound by confidentiality restrictions materially consistent with those set forth herein. Audits shall take place during

Client's regular business hours and no more frequently than annually; provided, that, if an audit reveals noncompliance by Client with this Agreement: (i) Client shall promptly pay Accruent for any fees owed to Accruent during the period of noncompliance; (ii) if Client has exceeded the License Metrics by five percent (5%) or more and/or there is any material noncompliance by Client with this Agreement, Client shall and reimburse Accruent for the reasonable cost of the audit, (iii) Client shall promptly cure any such noncompliance; and (iv) Accruent reserves the right to re-audit Client's compliance once during each of the next four (4) quarters in the Term. Enforcement by Accruent of any of its rights set forth herein do not constitute a waiver of its other rights under the Agreement.

4. INTELLECTUAL PROPERTY

4.1 Accruent Intellectual Property. All rights not expressly licensed to Client under this Agreement are reserved exclusively by Accruent, including, without limitation, all ownership, title and proprietary rights in and to Accruent Intellectual Property. "**Accruent Intellectual Property**" includes, without limitation, the Services (including any materials, deliverables or code provided as part of the Services) and all inventions, software, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, methodologies, know-how, tools, models, templates, source code, object code, algorithms, user interfaces and screen designs, and information, metrics, analytics and data generated or processed by Accruent or Accruent's software or systems, whether pre-existing or created after the Effective Date, and whether developed by Accruent or a third party, including any modifications, enhancements and derivatives thereof (including without limitation, metrics, data, analytics and other information generated or processed by such Services).

4.2 Client Intellectual Property. Except for any rights expressly granted to Accruent under this Agreement, Client shall retain all rights in and to any of its intellectual property provided to Accruent, including all rights to its technologies, trade secrets, know-how and other intellectual property created by Client, including any modifications, enhancements and derivatives thereof ("**Client Intellectual Property**"). Client Intellectual Property specifically excludes Accruent Intellectual Property. Client's intellectual property includes Client Data; provided, that, Client grants Accruent the right and access to compile, combine, and use aggregated or anonymized Client Data for Accruent's legitimate business purposes, including to improve Accruent's products and services, without further obligation to Client and acknowledges and agrees that Accruent shall be sole owner of any Accruent Intellectual Property that results from such use.

4.3 Feedback. If Client chooses to provide any verbal or written ideas or feedback to Accruent about the Services, Client hereby, assigns and transfers to Accruent all right and

title in and to such feedback, including any derivatives thereof, without any further obligation to Client.

5. CONFIDENTIALITY

5.1 Defined. Each party (“**Disclosing Party**”) agrees that, in the course of this Agreement, it may, directly or indirectly, expose or provide the other party (“**Receiving Party**”) with Disclosing Party’s confidential or proprietary information, including, but not limited to: the terms and conditions of this Agreement, all trade secrets, inventions (whether or not patentable), intellectual property, software, computer programs, source code, object code, scripts, algorithms, features and modes of operation, techniques, processes, software design and architecture, design and function specifications, analysis and performance information, results of testing and benchmarking, documentation, details about products and services, product roadmaps, business plans, customer lists and customer-related information, financial information, proposals, budgets, as well as names and expertise of, and information relating to, vendors, employees, consultants, customers, partners, and prospects, know-how, ideas, and technical, business, pricing, financial and marketing information and strategies, and any other information that designated as confidential in writing or that Receiving Party reasonably should know is confidential or proprietary to Disclosing Party (“**Confidential Information**”). For the avoidance of doubt, Accruent Intellectual Property constitutes Confidential Information of Accruent and Client Intellectual Property constitutes Confidential Information of Client. Upon termination or expiration of this Agreement and upon Disclosing Party’s written request, Receiving Party shall return or destroy (with such destruction certified in writing) Disclosing Party’s Confidential Information in its possession.

5.2 Non-Disclosure. Receiving Party will protect Disclosing Party’s Confidential Information from unauthorized disclosure and will use the same degree of care that it uses to protect its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care. Receiving Party will only use Confidential Information as permitted under this Agreement and, except as otherwise expressly permitted herein, shall not disclose Disclosing Party’s Confidential Information to any person or entity other than Receiving Party’s officers, employees, consultants, accountants and legal advisors who have a reasonable need access to such Confidential Information and have agreed to be bound by confidentiality or professional responsibility obligations that are no less restrictive than the confidentiality restrictions set forth in this Agreement.

5.3 Exceptions. Confidential Information shall not include information that Receiving Party can reasonably establish: (i) is or becomes generally known or available to the public through no fault of Receiving Party; (ii) was legally in Receiving Party’s possession before receipt from Disclosing Party; (iii) is lawfully obtained from a third party who is not under any

confidentiality obligations and has the right to disclose; or (iv) has been independently developed by Receiving Party without use of Disclosing Party's Confidential Information. Further, Receiving Party may disclose Disclosing Party's Confidential Information if it is compelled by law to do so, provided that Receiving Party gives Disclosing Party prior notice (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest such disclosure.

5.4 Equitable Relief. The Receiving Party acknowledges that breach of Section 5 may result in irreparable harm to the Disclosing Party, the extent of which could be difficult to ascertain, and that money damages may be inadequate. Accordingly, the Disclosing Party may be entitled, in addition to all other rights and remedies, to seek equitable relief, including an injunction and specific performance, in the event of any attempted or actual breach of this Section 5, without the necessity to prove actual damages or post a bond or other collateral.

6. INDEMNIFICATION

6.1 Accruent Indemnification. Subject to Section 6.3 below, Accruent will defend and pay the defense costs of, indemnify and hold Client harmless from and against all claims, actions, losses, judgments, damages, costs and expenses (including reasonable attorneys' fees) arising out of this Agreement for any Claim brought against Client for Accruent's gross negligence or willful misconduct, violations of law, fraud, or by a third party alleging that the SaaS Services or Software, when used in accordance with this Agreement, infringe such third party's registered patents, copyrights or trademarks as of the Effective Date. Accruent has no indemnification obligation to the extent any Claim results from: (i) Partner Software, (ii) the combination, operation, or use of the SaaS Services or Software with Client or third-party software or data, or (iii) Client's breach of this Agreement. In the event of an infringement Claim, Accruent shall have the option, in its discretion, to: (i) procure for Client the right to continue using the SaaS Services or Software; (ii) replace or modify the SaaS Services or Software with substantially equivalent services or replacement services that are not infringing; or (iii) if options (i) or (ii) are not commercially feasible, terminate the affected SaaS Services or Software and Client's rights thereto and provide Client a refund of (a) any pre-paid but unused fees for subscription Services related to the remainder of the then-current Order Term; and/or (b) fees paid for perpetual Software calculated on a five (5) year, straight line depreciated basis. This Section states Accruent's entire liability to Client, and Client's sole remedy for any Claim of infringement.

6.2 Client Indemnification. Subject to Section 6.3 below, Client will defend and pay the defense costs of, indemnify and hold Accruent harmless from and against all damages, costs and expenses (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction, or those damages, costs and expenses agreed to by the parties in a monetary settlement of such action, for: (i) any Claim brought against Accruent for Client's gross negligence or willful misconduct, or by a third

party alleging that the Client Data, any Client intellectual property, or any other content provided to Accruent by Client, or Client's use of the SaaS Services or Software in violation of the terms and conditions of this Agreement, infringes such third party's intellectual property, privacy or other personal rights; or (ii) Client's breach of Section 3.7 or 3.8. This Section states Client's entire liability to Accruent, and Accruent's sole remedy for any Claim for indemnification.

6.3 Indemnification Procedure. The indemnification obligations hereunder are conditioned on the indemnified party: (i) giving prompt written notice of any Claim of which it becomes aware to the indemnifying party; (ii) giving the indemnifying party sole control of the defense and settlement of the Claim; provided that the indemnifying party may not settle any Claim in a manner adverse to the indemnified party or which imposes any financial obligation on the indemnified party without the indemnified party's prior written consent; and (iii) providing the indemnifying party, at the indemnifying party's cost, with all reasonable information and assistance relating to the Claim and reasonably cooperates with the indemnifying party's counsel. The indemnified party may participate at its own expense in the defense of any such Claim, provided that such participation is not disruptive to the indemnifying party's defense of the Claim. **"Claim"** as used herein means any action, suit or proceeding brought by a third party against an indemnified party in respect of any allegation for which indemnity may be sought.

7. WARRANTIES; DISCLAIMER

7.1 Warranties. Each party represents and warrants to the other that: (a) the signatory signing on its behalf has the right to sign this Agreement; (b) this Agreement does not and shall not conflict with any other agreement entered into by it; and (c) it owns (or has been duly licensed to use) all rights in the Client Data (with respect to Client) or the SaaS Services or Software (with respect to Accruent) required in order to grant the licenses set forth herein. Accruent warrants that: (i) the SaaS Services shall perform in material conformance with the applicable Documentation during the Order Term; (ii) the Software shall perform in material conformance with the applicable Documentation during the first ninety (90) days of the Initial Term; and (iii) it shall not intentionally introduce into the Software, at delivery, or the SaaS Services any malicious code (i.e., any virus, Trojan horse, worm, back-door, "time-bomb," deactivation or other code designed to permit unauthorized access to and/or control of Client's internal network or Client Data). Except in the case of fraudulent misrepresentation, in the event of breach of any of the warranties contained in this Agreement, the sole and exclusive liability of the breaching party shall be to use commercially reasonable efforts to promptly correct such breach.

7.2 Partner Software. Client acknowledges that certain SaaS Services or Software may incorporate Partner Software, that Accruent may add and/or substitute functionally

equivalent products for any Partner Software, and that Accruent makes no warranty with respect to any Partner Software.

7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION: (I) ANY WARRANTY THAT THE SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION; (II) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; AND (III) ANY WARRANTY ARISING FROM COURSE OF DEALING. ACCRUENT IS NOT RESPONSIBLE FOR ANY BREACH OF WARRANTY CAUSED BY CLIENT'S FAILURE TO COMPLY WITH THE DOCUMENTATION OR COMBINATION OR USE OF THE SOFTWARE WITH ANY ITEMS NOT APPROVED BY ACCRUENT IN WRITING.

8. LIMITATION OF LIABILITY

8.1 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL LIABILITY (INCLUDING ANY ATTORNEYS' FEES AWARDED UNDER THE AGREEMENT) TO THE OTHER PARTY FOR ANY CLAIM ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO THREE (3) TIMES THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATIONS SHALL NOT APPLY TO CLIENT'S OBLIGATIONS TO PAY ACCRUENT ANY AMOUNTS SET FORTH UNDER SECTION 1, EACH PARTY'S OBLIGATION IN SECTION 6 TO INDEMNIFY THE OTHER PARTY FOR THIRD PARTY INFRINGEMENT CLAIMS, OR A PARTY'S INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8.2 Exclusion of Indirect Damages. TO THE FULLEST EXTEND PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, DATA OR OTHER ECONOMIC ADVANTAGE), OR COST OF REPLACEMENT, WHETHER OR NOT A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, WHERE LEGALLY REQUIRED, NEITHER PARTY EXCLUDES OR LIMITS LIABILITY TO THE OTHER PARTY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, OR FOR INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. STATE, LOCAL AND EDUCATION PROVISIONS

9.1 Public Entities. Accruent understands that our state, local and education (“**SLED**”) Clients who operate under federal, state, and local statutes and regulations, including public education institutions, may require that certain legally mandated terms govern their commercial contracts, including this Agreement. Accruent acknowledges that this Agreement is hereby automatically amended for each SLED Client, where legally required. More information can be found at: www.accruent.com/SLED-EULA

10. GENERAL PROVISIONS

10.1 Force Majeure. Neither party shall be liable to the other for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by the other party due to disruption or unavailability of communication or hosting facilities, utility or Internet service provider failure, denial of service attacks, acts of war, acts of terrorism, pandemic events, acts of God, acts of vandalism, lightning, fire, strike, unavailability of energy sources or any other causes beyond the party’s reasonable control.

10.2 Assignment. Neither party may assign the Agreement, in whole or in part, without the other party’s prior written consent (which shall not be unreasonably withheld); provided, that, either party may assign this Agreement in its entirety (including all Order Documents) upon written notice to the other party (but without the other party’s consent) to its Affiliate or in connection with a Change of Control; provided further, that the entity to whom the Agreement will be assigned is not a direct competitor of the non-assigning party. **Change of Control**” means (i) the sale of all or substantially all of the stock or assets to another entity; (ii) any merger, consolidation, or acquisition of a party; or (iii) a change in ownership of more than 50% of the voting capital stock of a party in one or more related transactions.

10.3 Notice of U.S. Government Restricted Rights. If Client is the U.S. Government, or contracts on behalf of the U.S. Government with U.S. Government federal funding, notice is given that the SaaS Services and/or Software are commercial computer software and documentation developed exclusively at private expense and are furnished as follows: “U.S. GOVERNMENT RESTRICTED RIGHTS. Software and the Protected Rights delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software and/or the Protected Rights by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in FAR 52.227-19, Commercial Computer Software License – (December 2007).”

10.4 Export. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each of Accruent and Client represents that it is not on any U.S. government denied-party list. Client will not permit any of its users to access or use the

Services in a U.S.-embargoed country or region or in violation of applicable export laws and regulations in the U.S. or any other applicable jurisdiction.

10.5 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement.

10.6 Miscellaneous. This Agreement, including any applicable Order Documents, cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, representations or warranties, or other communication and constitutes the parties' entire agreement relating to its subject matter. Accruent may from time to time discontinue certain Services or modify certain features or functionality of the Services in its discretion; provided, that, no such modification shall materially degrade the applicable Services. Accruent will provide at least six (6) months' advance written notice of any discontinuation and for discontinuation Client shall receive a refund of (a) any pre-paid but unused fees for subscription Services related to the remainder of the then-current Order Term; and/or (b) fees paid for perpetual Software calculated on a five (5) year, straight line depreciated basis. After Maintenance is discontinued, Accruent will no longer maintain or support the Software or Documentation. If Client is a member of a third-party Group Purchasing Organization with whom Accruent has a valid agreement (a "GPO"), then Client agrees that; (i) eligibility for pricing benefits with Accruent is subject to verification of Client's membership with the GPO; (ii) Accruent may report purchasing activity and other data relevant to Client's provision of the Services to the GPO, and Client consents to such disclosures; and (iii) if Accruent and the GPO terminate their agreement, the Client's pricing and terms shall remain in effect until the expiration or termination of the current Term. Subject to applicable law, Accruent reserves the right to adjust the fees upon sixty days' written notice in the event of significant changes in market conditions or other external events beyond our control that materially increase the cost of providing the Services. ACCRUENT MAY UPDATE THE TERMS OF THIS AGREEMENT OR POST AN UPDATED AGREEMENT ON THE ACCRUENT WEBSITE AT ANY TIME, AND, TO THE EXTENT PERMITTED BY LAW, SUCH MODIFICATIONS WILL BE EFFECTIVE IMMEDIATELY AND (IF LEGALLY PERMITTED), SHALL APPLY RETROACTIVELY. CLIENT AGREES TO THE MODIFIED AGREEMENT BY CONTINUING TO USE THE SERVICES. This Agreement does not and is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor. Client agrees that Accruent may list Client's name and logo on the Accruent website and in marketing collateral during the Term. Client must provide written consent prior to Accruent conducting other marketing activities, such as publishing a press release or a case study related to Client's use of the Services. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining

provisions shall not in any way be affected or impaired. Any waiver of a party's rights or remedies under the Agreement must be in writing to be effective. No failure of either party to exercise or enforce any rights under this Agreement shall act as a waiver of such rights. This Agreement is for the benefit of the parties and their successors and permitted assigns and does not confer any rights or benefits on any third party. Any notice sent pursuant to this Agreement shall be delivered: by hand, overnight courier, or registered mail, return receipt requested, to the party's address set forth in the Order Document, or to such other address as a party may designate in writing to the other party, and, the case of a Accruent, with a copy sent via email to legal@accruent.com, Attention: General Counsel, and shall be effective upon personal delivery or five (5) days following the date of mailing. If Client is located in North America, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its principles of conflict of laws, and the parties irrevocably consent to exclusive venue and jurisdiction in the courts of the State of Delaware for any dispute arising out of this Agreement. If the client is located outside of North America, this Agreement shall be governed by and construed in accordance with the laws of England, without giving effect to its principles of conflict of laws, and the parties consent to exclusive venue and jurisdiction in the English courts for any dispute arising out of this Agreement. If the client is located in Australia, this Agreement shall be governed by and construed in accordance with the laws of the State of Queensland without giving effect to its principle of conflict of laws, and the parties irrevocably consent to exclusive venue and jurisdiction in the courts of the State of Queensland for any dispute arising out of this Agreement. Each party expressly waives its right to a trial by jury. The parties agree that this Agreement is not a contract for the sale of goods and that Article 2 and 2A of the Uniform Commercial Code and the Uniform Computer Information Technology Act, and the UN Convention on Contracts for the International Sale of Goods, are therefore expressly excluded. Sections 1, 3.5, 3.6, 4, 5, 6, 8 shall survive expiration of this Agreement.

11. DEFINITIONS.

11.1. "Accruent LLC" means Accruent, LLC, a Delaware limited liability company with a principal place of business at 11501 Domain Drive, Suite 160, Austin, TX 78758.

11.2. "Accruent Support Policy" means the Accruent "Customer Support Policy" available here: <https://www.accruent.com/services-support/customer-support>. Accruent may from time to time in its discretion modify or otherwise improve its offerings in the Accruent Support Policy; provided, that, no such modification shall materially degrade the applicable Services.

11.3. "Affiliate" is an entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, a party. The term "**control**" (including the terms "**controlling**," "**controlled by**" and "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the

management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

11.4. “Applicable Law” means all local, national and multinational laws, rules, regulations and governmental obligations that are applicable to a party as the context requires.

11.5. “Client Data” is any data that Client or its users provide, transfer or otherwise make available to Accruent or its Services under this Agreement.

11.6. “Documentation” means user manuals, release notes, product documentation and other similar material for the SaaS Services or Software, as applicable, made available to Client by Accruent.

11.7. “Effective Date” means the start date set forth in the applicable Order Document.

11.8. “License Metrics” means any limits or restrictions on the license scope for the SaaS Services or Software set forth herein or in an applicable Order Document, including, without limitation, any usage limitations, limitations based on the number of users, leases, documents, work orders, locations or reports, or limitations based on square footage.

11.9. “Maintenance” is support for Software, including Upgrades and Updates, and is subject to the Accruent Support Policy. For the avoidance of doubt, Maintenance expressly excludes Professional Services. Client shall ensure that Accruent’s assigned technical personnel have all necessary remote access to the Software needed for Maintenance, as determined by Accruent in its reasonable discretion. Maintenance does not include support for: (i) Software altered or modified without Accruent’s prior written consent; (ii) Software that is incorrectly installed or implemented by Client or a third-party; (iii) any release for which Maintenance has been discontinued; (iv) Software used in breach of the Documentation or the Agreement; (v) errors or bugs that do not materially impair operation or that have been addressed in an Upgrade or Update; (vi) third-party systems or programs; or (vii) Client users that are not adequately trained.

11.10. “Order Document” is a mutually executed order form, statement of work, or similar ordering document signed by the parties under this Agreement, or, if Client contracts via an online flow, the order placed by Client during such online flow, and in each case including the commercial information and related terms described therein.

11.11. “Partner” is an Accruent-approved third-party vendor that may provide software or services under this Agreement in connection with Accruent’s Services.

11.12. “Partner Software” is software that is owned by a Partner and provided to Client by Accruent on a pass-through, reseller or OEM basis, and any applicable updates, upgrades,

or documentation.

11.13. “Professional Services” are the professional consulting and technical services provided by Accruent or a Partner, and may include data conversion, implementation, site planning, configuration, integration, deployment, training, project management and assessment services. Unless otherwise specified in an Order Document, Professional Services are governed by the terms available here:

https://www.accruent.com/professional_services_terms.

11.14. “SaaS Services” is the hosted software provided to Client by Accruent and/or one or more of its Partners on a subscription basis, inclusive of Updates, as further described in an Order Document.

11.15. “Services” means, as applicable, the SaaS Services, Software, Maintenance, Support and/or Professional Services.

11.16. “Software” means installed software provided to Client by Accruent in machine readable object code (not source code) and/or one or more of its Partners under a term-license or perpetual license, as further described in an Order Document.

11.17. “Support” is the provision of standard technical support for the SaaS Services described in the applicable Order Document and further detailed in the Accruent Support Policy. For the avoidance of doubt, SaaS Support expressly excludes Professional Services.

11.18. “Upgrades” are new products, features or functionality related to the SaaS Services or Software, as applicable, for which Accruent generally charges its customers a separate fee.

11.19. “Updates” are error corrections, modifications, or security or product enhancements, or standard new releases, for the SaaS Services or Software, as applicable, that Accruent makes generally available to its customers at no additional cost.

Date Last Updated: August 6th, 2025

EXHIBIT A ATTACHMENT 5
ACCRUENT
CUSTOMER SUPPORT



Support Policy

Date Last Updated: March 9, 2026

INTRODUCTION

Purpose

The purpose of this ACCRUENT SUPPORT POLICY (the “Policy”) document is to communicate Accruent’s software support policies. The Policy includes Accruent’s support terms as well as a description of Accruent’s software technical support levels. The Policy is subject to change in Accruent’s sole discretion.

Eligibility For Accruent Support Services

As a customer, you may receive Accruent Support Services when:

- Your Accruent products are properly licensed with a current and valid maintenance contract with Accruent, and
- You are registered with Accruent as an Accruent Support Contact for your organization.

Customer Support Designated Contacts

Designated Contacts are the primary liaison with Accruent Support. The role of the designated contact is to serve as the first level of support for your users, log support requests for everyone in your organization, and be the sole point of contact for Accruent Support in case of a technical problem. If qualified designated contacts are unavailable, Accruent’s ability to resolve issues may be adversely affected. If Accruent receives an issue from a submitter that we believe lacks

necessary product or technical knowledge to assist Accruent Support in resolution of your issue, we may refer support to someone within your organization with a more detailed understanding.

Accruent provides direct support for up-to five Designated Contacts per product unless otherwise contracted. Some Accruent products may require Designated Contacts to be product certified. Third-Party contacts (those without a direct relationship with Accruent) must route all support requests through the Designated Contacts.

ACCRUENT SUPPORT

Working With Accruent Support

<https://www.accruent.com/support>

Accruent Support is looking forward to working with you. Accruent Support consists of remote assistance with issues via Accruent Customer Communities web portal, email, and phone support.

Unless otherwise contracted, Accruent Support standard business hours are as follows:

PRODUCT	AMERICAS Mon–Fri 7AM–7PM (Austin Time)	EMEA Mon–Fri 7AM–7PM (London Time)	APAC Mon–Fri 7AM–7PM (Manila Time)	AEST Mon–Fri 8AM–5PM (Brisbane Time)
360Facility	✓			
Accruent Suite				
Asset Enterprise	✓			
BIGCenter				
Connectiv	✓			
EMS		✓		
Evoco	✓			

PRODUCT	AMERICAS Mon–Fri 7AM–7PM (Austin Time)	EMEA Mon–Fri 7AM–7PM (London Time)	APAC Mon–Fri 7AM–7PM (Manila Time)	AEST Mon–Fri 8AM–5PM (Brisbane Time)
Expesite				
FAMIS	✓			
Lucernex				
Meridian	✓	✓	✓	✓
Maintenance Connection		✓		
RedEye	✓	✓	✓	✓
SiteFM	✓			
Siterra	✓	✓		
TMS	✓			
vx Maintain vx Observe	✓	✓	✓	✓
vx Field	✓	✓		

Accruent provides Weekend and After-Hours support for High Severity cases. Holiday coverage and communications are on a per-product basis.

ONLINE CUSTOMER COMMUNITIES

Get the most out of your Accruent experience by leveraging your Accruent Support Community. Available 24 hours a day, 7 days a week. You can use your product’s Community to:

Interact with the Accruent Support team by submitting cases (preferred method of interacting with support, see High Severity and After-Hours Support for exceptions).

- Share product ideas with Accruent product managers and vote on ideas submitted by other members of the product community (for eligible products).
- Ask questions and share best practices with other users in the product forums
- Find important product documentation and the latest release notes for your product

Joining your product's Community is a great way to stay informed on all the newest product features and how they can help your organization.

High Severity and After-Hours Support

For High Severity issues, as defined under SLA and Responsibilities, Accruent requires our customers to call Support immediately to confirm the impact and severity of the issue regardless of business hours or holiday exclusions.

After-Hours processes ensure in the case of high severity, even After-Hours, Accruent is addressing system down and critical system issues to keep your business running. For verified high severity issues, Accruent Support will engage necessary resources and begin incident remediation. Issues that are not high severity will be addressed during standard business hours.

On-premise clients must provide access to infrastructure and personnel resources for high severity assistance, including outside of business hours, and issues must be confirmed to be in-scope to be eligible for support assistance. Items listed under General Limitations and Out of Scope Services, such as installs and upgrades, are not eligible for After-Hours assistance.

Accruent recommends our Managed Services to preserve product upgrade viability for on-premise customers, and also for SaaS customers that require upgrade assistance for manual installations. Managed Services are designed to provide software best practices, reduce the risk of unsupported on-premise modifications, and assist with product upgrades, as well as additional consulting and training needs.

Coverage

Accruent Support is provided for problems in the current and supported Accruent Releases, running unaltered on designated supported database products, office suite products, web browsers and operating systems as specified in Accruent documentation and assuming no issues with account standing.

Accruent shall only be obligated to provide support for the software as delivered by Accruent. Accruent provides support in English. Customers with eligible products may purchase support services in additional languages subject to availability.

Logging a Support Request

Before contacting Accruent Support, please follow the process provided below:

- Ensure you have registered as a Designated Contact with Accruent Support.
- Ensure you are using the software within a supported system configuration.
- Review the product documentation such as in application Help and Knowledge Base articles provided in your Product's Community.

When submitting a support request, in the Subject line, provide a relevant summary that describes the issue at a high level. Requests requiring in depth troubleshooting can be accelerated by utilizing the Description field to clearly convey your issue. We recommend the following format (a copy/paste template provided below):

Issue/Steps to Reproduce:

Expected Behavior:

Actual Behavior:

Impact to business:

Issue/Steps to Reproduce: A description of the issue, including the steps to reproduce the issue.

Expected Behavior: The behavior you are expecting to happen when following the steps to reproduce provided. What should be occurring on the screen, or what results you expect when performing the steps to reproduce?

Actual Behavior: The behavior or issue as it is occurring. Screen shots demonstrating the issue are especially effective and can be submitted with your case.

Impact to business: The impact to your business when this issue occurs. Though all issues are important to Accruent, it is important to fully understand the impact on your organization. For example, when a report isn't working, is it used once a month by 3 users or depended upon twice daily by 500 users?

Prior Version Support

Accruent is committed to delivering our core products to our customers in a way that allows you to receive the benefits of automatic upgrades and access to all the latest features, bug fixes and innovations. For this reason, Accruent only supports software versions that are two major releases or two years behind the most current generally available major release of the software ("GA version").

You will need to update to the GA version within this timeframe or in accordance with the major release schedule, but we encourage you to do so as soon as possible to take advantage of the most up-to-date features. Technical support may be offered on a limited basis for legacy versions. However, bug fixes and patches may no longer be available going forward. For any previous versions, backward fixes shall be provided at Accruent's sole discretion and may involve additional fees.

Client acknowledges and understands that the scope of this policy applies to Accruent products only, and that any third-party software is subject to the versioning policy of the third-party software provider.

SLA AND RESPONSIBILITIES

SaaS Availability

Accruent will target for the SaaS Services to generally be available to Client twenty-four (24) hours per day, seven (7) days per week, with an average monthly uptime of 99.9% ("Availability"). Any unavailability during a particular calendar month due to interruptions caused by: (i) scheduled maintenance and/or planned weekly downtime, for which Accruent will provide notice in advance; (ii) force majeure events, emergency maintenance necessitated by the actions of third parties, or circumstances beyond Accruent's reasonable control; (iii) errors resulting from Client's improper use of the SaaS Services, or (iv) Client Data (as defined in your agreement with Accruent), Client's network operations or systems, or other similar factors of Client, shall not be included in the Availability calculation.

Service Credits

Accruent will, as Client's sole and exclusive remedy for Accruent's failure to meet such Availability, credit to Client's account one Service Credit for each percentage point below such Availability during such calendar month. The maximum Service Credit available to Client if Accruent is unable to meet the Availability is ten percent (10%) of the monthly fees for the impacted SaaS Services during the month of the Availability miss. Client acknowledges that Accruent does not control the

transfer of data over telecommunications facilities, including the Internet and that Accruent does not warrant that it will be able to prevent third party disruptions of the SaaS Services. Client acknowledges and agrees Service Credits shall be provided solely as a credit against future invoices, and shall not result in any refund, except upon termination or expiration of the Agreement. For the avoidance of doubt, for Client to be issued Service Credits; (a) the Availability miss must be reported to Accruent Support within sixty (60) days of the last day of the month in which Accruent experienced such Availability miss; and (b) if Client licenses multiple SaaS Services and/or has more than one Affiliate or subsidiary using such SaaS Services, the Service Credit will be calculated utilizing only the subscription fees for the impacted SaaS Services and the pro rata portion attributable to the Affiliate or subsidiary that actually experienced an Availability miss.

Maintenance Windows

Scheduled maintenance windows are product specific and will be communicated by Accruent in advance through release announcements, or by other means. These windows include downtime for code releases and operations maintenance, which are essential for ensuring product reliability, security, and overall performance.

Severity Definitions

Accruent Support cases are classified using Severity. Accruent will validate and adjust Severity when it does not match the criteria provided below.

Severity	Definition	First Response Time	Follow-up Time
1*	Critical issue resulting in a complete system outage or major application failure preventing critical business processes with immediate impact to data integrity. No workaround available.	1 hour	2 hours
2*	Serious issue preventing execution of a critical business process and causing disruption of a major business function. Major functionality is severely impaired and no acceptable workaround exists.	4 hours	5 hours

Severity	Definition	First Response Time	Follow-up Time
3	Issue that does not prevent execution of a critical business process and does not impact data integrity. The problem can be circumvented using an available workaround.	2 business days	5 business days
4	Inquiry or low system/business impact issue. Examples include cosmetic defects, documentation errors, or how-to questions.	3 business days	6 business days

*See definition of High Severity.

**If Client opens a Support Ticket and upon review Accruent determines that the request is a client enhancement request (“CER”), then Accruent Support will reclassify the Support Ticket accordingly.

Definitions

- CER is a request by Client to add functionality or enhance performance beyond the current specifications of the product. All such requests are subject to Accruent’s review, and Accruent may choose not to provide a solution in its sole discretion. For the avoidance of doubt, a CER is not eligible for Service Credits.
- First Response Time is the elapsed time for Support to acknowledge an initial request, assuming there are no issues with account standing. First Response Times are not a resolution goal and should not be interpreted as a guarantee of service, nor is it a guarantee of continued response through the entirety of the applicable request.
- Priority is defined by the Customer and dictates to support the order in which tickets of the same Severity should be addressed.
- Service Credit means the average daily SaaS Services subscription fee for the applicable SaaS Services that experienced an Availability miss, calculated by dividing the annual subscription fee for the applicable SaaS Services by 365.

Severity is assigned solely by Accruent and is the assessed possible risk or effect of an Incident on Client's business operations. Severity shall be classified by Accruent in accordance with Accruent's standard Severity level classifications.

- *High Severity (Severity 1 or 2) is Accruent's definition for any case validated by Accruent Support as qualifying Severity 1 or 2 criteria. Accruent recommends calling immediately in the case of high severity to confirm the impact and severity of the issue, regardless of business hours or holiday exclusions. In the case of high severity, first response time does not begin until receipt of a phone call to Accruent Support ensuring immediate response and engagement of After-Hours processes. Issues that are not High Severity will be addressed during standard business hours.
- After-Hours Support is in place to ensure in the case of High Severity, even After-Hours and regardless of business hours or holiday exclusions, Accruent is addressing system down and critical system issues to keep your business up and running. For verified High Severity issues, Accruent Support will engage necessary resources and begin incident remediation. Issues that are not high severity will be addressed during standard business hours.
- SaaS, Cloud, or Hosted Products is Software owned, delivered and managed remotely by Accruent for use by a customer on a subscription or licensed basis.
- SaaS Services is the hosted software provided to Client by Accruent and/or one or more of its Partners on a subscription basis, inclusive of Updates, as further described in an Order Document
- On-Premise Product is software installed and run on computers on the premises (in the building) of the person or organization using the software. The hosting and hardware maintenance for the environment are generally the customer's responsibility.
- Software Updates are subsequent releases to the software purchased that Accruent makes generally available to its current Maintenance customers. Updates include major and minor subsequent releases of software, service packs, hot fixes or error corrections, as well as software documentation updates. Updates do not include optional, additional, customizations, or future products that Accruent licenses separately. Customized software including but not limited to APIs, reports, or other integrations created by Accruent Professional Services are covered under a separate agreement with Accruent Professional Services. Updates are provided when available, and Accruent is under no obligation to develop any future software or functionality. A separate Accruent Professional Services agreement may be required for on-premise and SaaS products where manual installation services are necessary. Contact your sales representative for further details.

Major release is a software release that contains new functionality and/or large functional improvements of and/or expansions to existing functionality.

- Minor release a software release that comprises small functional improvements of existing functional modules.
- Patch is a software release used to address an issue where a Major/Minor release is not feasible or timely.
- Workaround - a method indicated by Accruent to avoid or by-pass the consequences of a known error, without issuing a fix, so that customer's use of the software may be interrupted as little as reasonably possible.

Customer Responsibilities

Should you opt to not fully meet or perform your responsibilities as outlined below, Accruent's ability to provide you with full and complete support under these policies will be significantly impaired. In this situation, Accruent will provide best-effort services and support described in this policy.

General Responsibilities

- Provide Accruent with relevant diagnostic information including log files, configuration, and error messages.
- Create individual, unique cases for each problem.
- Provide Accruent with access to required personnel and equipment. This access may require the ability to provide system logs and/or allow Accruent to view a user's system via screensharing or other utilities.
- Cooperate with Accruent Support to carry out procedures and recommendations for error correction or malfunctions within a reasonable time after such procedures have been received from Accruent.
- Respond to updates and additional requests for information. Failure to respond in a timely manner may result in reclassification or closure of your case.
- Provide accurate business contact names, phone numbers and email addresses for Designated Contacts.

Set up a screen sharing session so that your support contact can demonstrate the issue and work with the Accruent Support resource to troubleshoot the issue within the customer's environment.

On-Premise Specific Responsibilities

- Ability to access the equipment on which the software is operating and obtain the same access at the highest privilege level.
- Upon request for troubleshooting, provide a database backup (and application files as needed) to replicate in-house environment if necessary.
- Supervision, control, and management of the software. Protection of information and the implementation of backup facilities in the event of errors or malfunction of the software or equipment. Accruent is not responsible for the loss of information or data while performing maintenance.
- Maintenance and support of hardware and software technologies.

General Limitations and Out of Scope Services

Out of scope services listed below apply to both SaaS and On Prem installations. Accruent Support has no obligation to provide any service other than those set forth in this Maintenance policy and paid for by the customer. For Accruent End-of-Life products/components (products no longer sold by Accruent), Maintenance support will occur according to the schedule and scope provided for that product.

Support is not provided as an alternative for product training. Designated Contacts lacking proper knowledge or training of their application may be referred to Accruent Professional Services for product training (fees may apply).

Maintenance does not include support for issues/requests arising from or related to the following:

- Unsupported releases/versions not listed in product specific documentation, including 3rd party products
- Issues outside of functional validation of supporting systems, data availability and standardized reports, operations, procedures or workflows.
- Improper installation by customer or use of the software and its integrations that deviates from any operating procedures established by Accruent in the applicable documentation.

Modification, alteration, addition, or attempted change of the software or its integrations, undertaken by persons other than Accruent or Accruent's authorized representatives.

- Hardware or software not provided by Accruent including but not limited to: database products, office suite products, web browsers and operating systems.
- Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power; air conditioning or humidity control; operation of the software with other media not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use.
- Issues outside of Supported Accruent Release consists of the current Accruent Generally Available (GA) software product and includes up to two (2) major releases from GA. Issues arising on Accruent software older than Supported Accruent Releases are subject to best effort support when a Supported Accruent Release provides resolution (unless otherwise contracted). Accruent is under no obligation to provide extended support or further development commitments for incidents where a Supported Accruent Releases provides resolution. Should client require additional support for unsupported Accruent releases, support may refer the client to Professional Services where a fee may occur.

In addition, maintenance services exclude the following, any of which may be obtained from Accruent on an as-available basis (may incur a fee), or unless otherwise contracted:

- On-site troubleshooting
- Personnel training services
- Implementation services and/or installation services including installation and upgrades, unless otherwise contracted
- Data migration, conversion, transfer, scripting or any other manipulation tasks
- Business process, data interpretation, and/or consultation services
- Custom Integrations and any other "customizations", including but not limited to custom pages, custom reports, and custom database modifications
- Updates provided to the product under Maintenance services do not include upgrades to customized software, APIs nor other Accruent Professional Services works. Such customization upgrades may be subject to additional fees as specified in your Accruent Professional Services Statements of Work (SOW)

Completing tasks for users, including but not limited to data entry, system setup, record maintenance, report execution, hardware or non-Licensed Software updates

Products sold by a company acquired by Accruent will be covered under the original purchased Terms and Conditions until time of service renewal.

EXHIBIT A ATTACHMENT 6
ACCRUENT
PRIVACY NOTICE



Accruent Privacy Notice

Effective Date: August 1, 2022

Last Update: February 1, 2025

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Privacy Notice

This Privacy Notice applies to Accruent’s collection and use of Personal Information (as defined below, and otherwise referenced as “**Personal Data**” in certain applicable privacy laws) of users (“**Users**” or “**you,**” “**your,**” or “**yours**”) of Accruent’s software, devices, websites, mobile applications, and other products and services provided by Accruent (collectively, the “**Services**”), or where such use or collection relates to consumer transactions or other interaction with Accruent. This Privacy Notice applies **only** to consumer transactions; it **does not** apply to

Personal Information or Personal Data collected or used exclusively in the business-to-business context or the Human Resources context.

Please read this Privacy Notice carefully because it provides important information and explains your rights. This Privacy Notice outlines our collection and use practices for Users generally. For those Users who are subject to additional data privacy laws, such as the [GDPR](#), [CCPA](#), and [LGPD](#), please see the additional Privacy Notice Addendums for your region (each, an “**Addendum**,” and collectively with the Privacy Notice, the “**Notice**”).

Please visit this website from time to time, as we may update our Notice for changes in the law or our data practices. If you have any questions or concerns, or wish to exercise your privacy rights, we invite you to contact us by any of the methods listed at the bottom of this Notice.

PLEASE READ THIS NOTICE IN ITS ENTIRETY BEFORE USING ANY OF OUR SERVICES OR OUR WEBSITE. BY USING OUR WEBSITE OR ANY OF OUR SERVICES, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THIS NOTICE AND THAT YOU AGREE TO BE BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS NOTICE, SIMPLY EXIT WITHOUT ACCESSING OR USING OUR WEBSITE OR ANY OF OUR SERVICES.

Who Are We?

We are Accruent, LLC (“**Accruent**,” “**we**,” “**us**,” “**our**”). We provide software solutions for managing physical resources - real estate, facilities, and assets. As permitted by applicable law, we may use your Personal Information jointly with our affiliated operating companies worldwide and Fortive Corporation, our parent company.

Accruent's address is:

Accruent LLC

Domain 3

11501 Domain Drive, Suite 160

Austin, TX 78758, USA

Email: legal@accruent.com

Phone: 512.861.0726

Fortive Corporation's address is:
6920 Seaway Boulevard
Everett, Washington, 98203 USA.

What Does This Privacy Notice Cover?

We take your privacy seriously. This notice explains

- the types of Personal Information that we collect about you;
- where we collect Personal Information about you from;
- how and why we collect and use your Personal Information;
- when, why, and with who we will share your Personal Information;
- the different rights and choices you have when it comes to your Personal Information; and
- how you can contact us.

What Personal Information Do We Collect About You?

It is routine for us to collect, process, and store Personal Information about you over the course of your relationship with us.

As used in this Notice and its Addendums, "Personal Information" (or "Personal Data") means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. It does not include deidentified or aggregated information, or public information lawfully available from governmental records.

The following chart describes the categories of Personal Information we may have collected about you in the past 12 months:

Category of Personal	Sources from	Purpose of collection	Categories of entities with	Categories of entities
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Information (PI)	which PI was collected		whom PI was shared	to whom PI was sold†
<p>Contact Information, such as name, email address, and phone number</p>	<p>Directly from you</p>	<ul style="list-style-type: none"> ■ to contact you to discuss the Services you receive from us; ■ to respond to any questions or concerns you have raised; ■ to deal with administrative matters such as invoicing, renewal or to audit customer transactions; and ■ for marketing and advertising purposes 	<ul style="list-style-type: none"> ■ Service providers, including to provide and support our data management, analytics, security, and storage systems; ■ Group companies, for business and operational purposes 	<p>N/A</p>
<p>Demographic Information, such as Industry</p>	<p>Directly from you</p>	<ul style="list-style-type: none"> ■ for marketing and advertising purposes; and 	<ul style="list-style-type: none"> ■ Service providers, including to provide and support our data 	<p>N/A</p>

		<p>for internal research, analytics and development</p>	<p>management, analytics, security, and storage systems;</p> <ul style="list-style-type: none"> ■ Group companies, for business and operational purposes 	
<p>Product Interest Preference</p>	<p>Directly from you</p>	<ul style="list-style-type: none"> ■ for marketing and advertising purposes; and ■ for internal research, analytics and development 	<ul style="list-style-type: none"> ■ Service providers, including to provide and support our data management, analytics, security, and storage systems; ■ Group companies, for business and operational purposes 	<p>N/A</p>
<p>Information collected using CCTV cameras (only if you visit one of our premises that</p>	<p>From the use of our CCTV cameras. Where we have cameras on our</p>	<ul style="list-style-type: none"> ■ for site security purposes 	<ul style="list-style-type: none"> ■ Service providers, including to provide and support our data management, analytics, 	<p>N/A</p>

use this technology)	premises, your image and movements may be recorded.		security, and storage systems; <ul style="list-style-type: none">■ Group companies, for business and operational purposes	
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† This includes information purchased from third parties.

Additional collected information may include (1) any Personal Data entered into free text fields within our Service or when submitting customer service requests to us, and (2) if you are a customer of ours, any other Personal Data that you collect from employees, agents, contractors, and other applicable individuals and provide to Accruent for the purpose of providing Services. In exceptional cases we may also collect and process sensitive Personal Data about you, but only where we inform you in advance and you have given us your explicit consent.

What Categories of Personal Information Will You Collect in The Next 12 Months And Why?

We will continue to collect the same categories of Personal Information listed in the chart above, for the same purposes. If this should change, we will issue an updated Privacy Notice.

How Long Do We Keep Your Personal Information?

How long we keep your Personal Information will depend on the purpose for which we use it.

We only keep your Personal Information for as long as is reasonably necessary for the purposes set out in this Notice and applicable Addendums and to fulfill our legal obligations. We have internal rules that set out how long we retain Personal Information. What this means in practice will vary as between different types of information, any ongoing need for the information, and our legal obligations (for example, relating to tax, health and safety, and potential or actual disputes or investigations).

Where Do We Collect Personal Data About You From?

We may collect Personal Data about you from the following sources:

- Directly from you. This is information you provide to us.
- From an agent or third party acting on your behalf, e.g., from one of our recruitment agencies.
- Through publicly available sources, such as LinkedIn or even by word of mouth.
- Using CCTV cameras. Where we have cameras on our premises, your image and movements will be recorded.
- Regarding our Services, some have use through a mobile app. These mobile apps are collecting location data constantly, whether the app is being actively used or not, according to user permissions as dictated by an Agreement between Accruent and its applicable client.

Additional Facts About How We Share Your Personal Information

The third parties with whom we share your Personal Information are bound to comply with similar and equally stringent undertakings of privacy and confidentiality.

We also share your Personal Information with third parties in the following circumstances:

- to comply with legal obligations;
- when we believe in good faith that an applicable law requires it;
- at the request of governmental authorities or other third parties conducting an investigation;
- to detect and protect against fraud, or any technical or security vulnerabilities;
- to respond to an emergency;
- to otherwise protect the rights, property, safety, or security of third parties, visitors to our websites, our businesses, or the public.

We do not grant access to your Personal Information to any other third parties unless we say so in this Privacy Notice or unless required by law.

We Do Not Knowingly Collect Personal Information of Minors

Our Services are not directed toward minors under the age of 18 and we do not knowingly collect or sell the Personal Information of minors.

How Do We Keep Your Personal Information Secure?

We ensure the security of your Personal Information by implementing a specific set of technical and organisational security measures that are based on controls published by the [Center for Internet Security](#). These controls call for the use of encryption, firewalls, and other measures that ensure we provide a level of security appropriate to the risk presented by a particular situation. We implement and maintain reasonable security appropriate to the nature of the Personal Information that we collect, use, retain, transfer, or otherwise process. Our reasonable security program is implemented and maintained in accordance with applicable law.

While we are committed to developing, implementing, maintaining, monitoring, and updating a reasonable information security program, no such program can be perfect; in other words, all risk cannot reasonably be eliminated. Data security incidents and breaches can occur due to vulnerabilities, criminal exploits, or other factors that cannot reasonably be prevented. Accordingly, while our security program is designed to manage data security risks and help prevent data security incidents and breaches, it cannot be assumed that the occurrence of any given incident or breach results from our failure to implement and maintain reasonable security.

Who Do We Share Your Personal Information With?

We may share your Personal Information with third parties who provide services on our behalf to help with our business activities. Examples of third party service providers include email service providers to send out emails on our behalf, an employment management provider, or a credit card processing provider to process payments for certain transactions. These third parties comply with similar and equally stringent undertakings of privacy and confidentiality.

We may disclose your Personal Information (a) as required by law to comply with a subpoena, or similar legal process when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate or protect against fraud or any

technical or security vulnerabilities, respond to an emergency or a government request, or otherwise to protect the rights, property, safety, or security of third parties, visitors to our website, our business, or the general public, and (b) to any other third party with your prior consent to do so.

We share your Personal Information with our other Fortive Group companies for internal reasons, primarily for business and operational purposes

As we continue to develop our business, we may sell or purchase assets. If another entity acquires us or merges with us your Personal Information will be disclosed to such entity.

If any bankruptcy or reorganization proceeding is brought by or against us, all such Personal Information will be considered an asset of ours and as such it is possible they will be sold or transferred to third parties.

No third parties have access to your Personal Information unless we specifically say so in this Notice or applicable Addendums, or if the law requires such access.

What About Marketing?

Accruent would like to contact you from time to time about our Services and promotional offers by email, text message, telephone, and mail. Where we have already collected valid marketing permissions from you, you can always unsubscribe or opt out at any time by clicking the “Unsubscribe” link in any of our communication or by contacting us using the details at the end of this Privacy Notice.

We endeavor in good faith to adhere to self-regulatory advertising principles, such as the [Digital Advertising Alliance’s Principles](#). If you are interested in learning more about and/or opting out of online behavioral advertising, sometimes called interest-based advertising, we encourage you to visit one of the advertising industry-developed opt-out pages, such as [youradchoices.com](#) or [aboutads.info](#). Please note that while we provide these links for your convenience, we do not have access to, or control over, these third parties’ use of cookies or other tracking technologies.

Do We Respond To “Do Not Track” Signals?

No, we do not respond to browser or do not track signals.

How Do You Access or Request Deletion of Your Personal Information?

You can log into your account to access or request deletion of certain information about yourself, or you can do so by using the contact details set out at the end of this Privacy Notice.

What Rights Do You Have In Relation To The Personal Information We Hold On You?

Residents of certain jurisdictions may have the following additional privacy rights:

Your Right To Request Disclosure of Information We Collect and Share About You

We are committed to ensuring that you know what information we collect about you. You can submit a request to us for the following information:

- The categories of Personal Information we've collected about you.
- The categories of sources from which we collected the Personal Information.
- The business or commercial purposes for which we collected or sold the Personal Information.
- The third parties with whom we shared the information.
- The specific pieces of information we collected.

We are also committed to ensuring that you know what information we share about you. You can submit a request to us for the following further information:

- The categories of Personal Information (if any) about you that we have sold, the third parties to whom we sold that Information, and the categories of Personal Information sold to each third party.
- The categories of Personal Information that we have shared with Service Providers who provide services to us.

Your Right To Request The Deletion OF Personal Information We Have Collected From You

Upon your request, we will delete the Personal Information we have collected about you, except for situations where specific information is necessary for us to: provide you with a good or service that you requested; perform a contract we entered into with you; maintain the functionality or security of our systems; or comply with or exercise rights provided by the law. The law also permits us to retain specific Personal Information for our exclusively internal use, but only in ways that are compatible with the context in which you provided the information to us or that are reasonably aligned with your expectations based on your relationship with us.

Your Right To Ask Us Not To Sell Your Personal Information

We do not sell Personal Information to third parties, but we may share information with our parent company or any affiliated companies.

We Are Committed To Honoring Your Rights

We are committed to providing consumer control over their Personal Information. If you exercise any of the rights explained in this Privacy Notice, we will continue to treat you fairly.

How Can You Make A Request To Exercise Your Rights or Contact Us?

If you have questions on the processing of your Personal Information, would like to exercise any of your rights, or are unhappy with how we've handled your Personal Information, please contact us here:

Attention: Accruent Legal Department
11500 Alterra Parkway, Suite 110
Austin, TX 78758 USA

Or at legal@accruent.com with subject line: "Attention: Legal - Data Request." We are committed to ensuring that our communications are accessible to people with disabilities.

How Will We Handle A Request To Exercise Your Rights?

We'll respond as soon as we can, generally within 45 days from when we receive your request, although we may be allowed to take longer to process your request in certain jurisdictions or under certain circumstances. If we expect your request is going to take us longer than normal to fulfill, we'll let you know.

We usually act on requests and provide information free of charge, but we may charge a reasonable fee to cover our administrative costs of providing the information in certain situations.

In some cases, the law may allow us to refuse to act on certain requests. When this is the case, we will endeavor to provide you with an explanation as to why.

How Will We Verify Your Identity When You Submit An Access or Deletion Request?

Requests For Specific Pieces of Personal Information

We will ask you for at least three pieces of Personal Information and endeavor to match those to information we maintain about you. Additionally, we require that you provide a declaration attesting to your identity, signed under penalty of perjury.

If we are unable to verify your identity with the degree of certainty required, we will not be able to respond to the request. We will notify you to explain the basis of the denial. Additionally, we will treat the request as one seeking disclosure of the categories of Personal Information we have collected about you and endeavor to verify your identity using the less-stringent standards applicable to such requests.

Requests For Categories of Personal Information Collected About You

We will ask you for at least two pieces of Personal Information and endeavor to match those to information we maintain about you.

If we are unable to verify your identity with the degree of certainty required, we will not be able to respond to the request. We will notify you to explain the basis of our denial.

Requests For Deletion of Personal Information We Have Collected From You

We will ask you for at least two pieces of Personal Information and endeavor to match those to information we maintain about you.

If we are unable to verify your identity with the degree of certainty required before providing you with the information requested, we will notify you to explain the basis of our denial.

What About Household Personal Information?

There may be some types of Personal Information that can be associated with a household (a group of people living together in a single dwelling). Requests for access or deletion of household

Personal Information must be made by each member of the household. We will verify each member of the household using the verification criteria explained above.

If we are unable to verify the identity of each household member with the degree of certainty required, we will not be able to respond to the request. We will notify you to explain the basis of our denial.

Do We Make Automated Decisions Concerning You?

No, we do not carry out automated decision making or automated profiling.

Do We Use Cookies To Collect Personal Data On You?

To provide better service to you on our websites, we and our service providers use cookies to collect your Personal Data when you browse. For information about our use of cookies and how to decline them or turn them off, please read our cookie notice available when visiting one of our websites.

What About Changes To This Privacy Notice?

We will review and update this Notice periodically in light of changing business practices, technology, and legal requirements. If we make a significant or material change in the way we use or share your Personal Information, you will be notified via email or a notice on our website.

Privacy Notice Addendum GDPR

Effective Date: March 12th, 2019

Last Updated at: May 27th, 2024

This Privacy Notice Addendum ("GDPR Addendum") is incorporated into the Accruent Privacy Notice and applies only to situations where the European Union (EU) or the United Kingdom (UK) General Data Protection Regulation (GDPR) and related EU and UK data protection laws govern the way Accruent handles, or "processes," Personal Data.

This notice does not apply to our handling of your Personal Data in the human resources context. A separate privacy notice applies to these situations and is available from the Accruent Human

Resources Department.

If this GDPR Addendum is applicable to you, please read it carefully because it provides important information and explains your rights.

What Does the GDPR Addendum Cover?

In addition to the obligations set forth in the [Accruent Privacy Notice](#), this Addendum:

- explains how long we keep your Personal Data for;
- sets out the legal basis we have for using your Personal Data;
- explains the effect of refusing to provide the Personal Data requested; and
- explains where we store your Personal Data and whether we transfer your data outside of the European Economic Area.

What Personal Data Do We Collect About You?

We will collect certain Personal Data about you in the course of your relationship with us, which may include the categories of Personal Information set forth in the table on the Accruent Privacy Notice.

What Legal Basis Do We Have For Using Your Personal Data?

We process your information:

- To be able to provide you with Services in line with our Terms & Conditions via our website.
- As is necessary for the performance of the contract with you for or to take steps at your request prior to entering into a contract
- To comply with our legal obligations
- To protect your vital interests and the vital interests of others.

As is necessary for us to carry out our functions as a global business, including profiling related to your Personal Data. While there are some risks with this type of activity, on balance, we consider the risk to your rights of data protection is outweighed by the significant benefits in providing Services to a relevant and interested marketplace.

- You have the right to object, on grounds relating to your situation, at any time to the processing of your Personal Data based on legitimate interests.
- If you notify us of any health or disability requirements, then this may involve the processing of more detailed Personal Data, including sensitive data such as health information that you or others provide about you. In that case we always ask for your consent before undertaking such processing and you have the right to withdraw your consent at any time.
- On the basis of your consent for us to process your Personal Data for a particular purpose.

What Happens If You Do Not Provide Us With The Information We Request Or Ask That We Stop Processing Your Information?

We have statutory and contractual obligations that require us to process your Personal Data. If you don't provide the Personal Data requested, we may not be able to fulfill our contract with you or perform our obligations to you or related others.

Where Do We Store Your Personal Data? Do We Transfer Your Personal Data Outside The EEA?

We store your personal data safely at our premises, in contracted storage facilities, with our service providers, or on our servers within the country where we are based and otherwise within the European Economic Area (EEA). We strive to process your Personal Data within the country where we collected it or within the EEA. If we or our service providers transfer Personal Data, where relevant, outside of the EEA, we will always require that appropriate safeguards are in place to protect the Personal Data that is transferred. For example, a portion of our centralised Compliance, Marketing, and Finance functions are performed outside of the EEA, in the USA, so we have put in place safeguards to protect Personal Data exported from the EEA that is

processed in or accessed from the USA. You can obtain a copy of the safeguards in place for such transfers by contacting us using the details at the end of this Privacy Notice.

What Rights Do You Have In Relation To The Personal Data We Hold On You?

By law, you have a number of rights when it comes to your Personal Data. Further information and advice about your rights can be obtained from the data protection regulator in your country.

Rights	What does this mean?
1. The right to be informed	You have the right to be provided with clear, transparent and easily understandable information about how we use your Personal Data and your rights. This is why we're providing you with the information in this Privacy Notice.
2. The right of access	You have the right to obtain access to your Personal Data (if we're processing it), and certain other information (similar to that provided in this Privacy Notice). This is so you're aware and can check that we're using your information in accordance with data protection law.
3. The right to rectification	You are entitled to have your Personal Data corrected if it's inaccurate, not up to date or incomplete.
4. The right to erasure	In simple terms, you can request the deletion of excessive, unnecessary, or incorrectly processed data or deletion of data that has been processed with your consent. This is not a general right to erasure; there are exceptions.

5. The right to block processing	You have rights to 'block' or suppress further use of your Personal Data. When processing is blocked, we can still store your Personal Data, but we will stop using temporarily. We keep lists of people who have asked for further use of their Personal Data to be 'blocked' to make sure the restriction is respected in future.
6. The right to data portability	You have rights to obtain and reuse your Personal Data for your own purposes across different services. For example, if you decide to switch to a new provider, this enables you to move, copy or transfer your Personal Data easily between our IT systems and theirs safely and securely, without affecting its usability.
7. The right to oppose to processing	You have the right to oppose to processing of your Personal Data if you believe it has not been processed in compliance with applicable data processing laws. This is different from withdrawing consent as includes processing based on our legitimate interests.
8. The right to lodge a complaint	You have the right to lodge a complaint about the way we handle or process your personal data with the a supervisory authority, in particular, in the Member State of your habitual residence, place of work or place of the alleged infringement of your rights.
9. The right to withdraw consent	If you have given your consent for processing of Personal Data, it can be withdrawn at any time (although if you do so, it does not mean that anything we have done with your Personal Data with your consent up to that point is unlawful). This includes your right to withdraw consent to us using your Personal Data for marketing purposes.

10. The right to request anonymization	You have the right to request your Personal Data to be anonymized by technical means. You may do this, for example, if your data is part of a market study.
11. The right to request information of third-party public and private entities with whom we have shared data	You have the right to request information of the public and private entities with whom we have shared your Personal Data and the purpose for which we have shared it, for example with processors we have listed in this notice.

How Can You Make A Request To Exercise Your Rights or Contact Us?

If you have questions on the processing of your Personal Information, would like to exercise any of your rights, or are unhappy with how we've handled your Personal Information, please contact us here:

Attention: Accruent Legal Department
Domain 3
11501 Domain Drive, Suite 160
Austin, TX 78758 USA

Or at legal@accruent.com with subject line: "Attention: Legal - GDPR Request." We are committed to ensuring that our communications are accessible to people with disabilities.

If you're not satisfied with our response to any complaint or believe our processing of your information does not comply with applicable data protection laws, you can make a complaint to the data protection regulator in your country.

Privacy Notice Addendum CCPA

Effective Date: July 7th, 2020

Last Updated: August 1st, 2022

This Privacy Notice Addendum (“**CCPA Addendum**”) is incorporated into the [Accruent Privacy Notice](#) and applies only to the collection and use of the Personal Information of California residents by Accruent, particularly where such use or collection is governed by the California Consumer Privacy Act (CCPA) and relates to consumer transactions. Although the CCPA applies to Personal Information of individuals that are residents of California, Accruent may as a courtesy extend some of the CCPA’s requirements to the Personal Information of residents of the United States of America more broadly.

This notice does not apply to our handling of your Personal Information in the human resources context. A separate privacy notice applies to these situations and is available from the Accruent Human Resources Department.

If this CCPA Addendum is applicable to you, please read it carefully because it provides important information and explains your rights.

What Does the CCPA Addendum Cover?

In addition to the obligations set forth in the [Accruent Privacy Notice](#), this Addendum:

- explains how we keep your Personal Information secure; and
- sets out your rights under specific California laws

What Personal Information Do We Collect About You?

We will collect certain Personal Information about you in the course of your relationship with us, which may include the categories of Personal Information set forth in the table on the Accruent Privacy Notice.

How Do We Keep Your Personal Information Secure?

Our reasonable security program is implemented and maintained in accordance with applicable law and relevant standards as outlined in the report issued by the California Attorney General in February 2016, available at <https://oag.ca.gov/sites/all/files/agweb/pdfs/dbr/2016-data-breach-report.pdf>.

Specifically, among other safeguards, our reasonable security program implements and maintains all 20 of the Center for Internet Security's Critical Security Controls for Effective Cyber Defense identified in Appendix A of the California Attorney General Report. As noted in that report, "there is no perfect security," and reasonable security is a process that involves risk management rather than risk elimination. While we are committed to developing, implementing, maintaining, monitoring and updating a reasonable information security program, no such program can be perfect; in other words, all risk cannot reasonably be eliminated. Data security incidents and breaches can occur due to vulnerabilities, criminal exploits or other factors that cannot reasonably be prevented. Accordingly, while our reasonable security program is designed to manage data security risks and thus help prevent data security incidents and breaches, it cannot be assumed that the occurrence of any given incident or breach results from our failure to implement and maintain reasonable security.

California Shine The Light

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits California residents to annually request, free of charge, information about the Personal Information (if any) disclosed to third parties for direct marketing purposes in the preceding calendar year. No information is shared with third parties for their own marketing purposes.

How Can You Make A Request To Exercise Your Rights or Contact Us?

If you have questions on the processing of your Personal Information, would like to exercise any of your rights, or are unhappy with how we've handled your Personal Information, please contact us here:

Attention: Accruent Legal Department
Domain 3
11501 Domain Drive, Suite 160
Austin, TX 78758 USA

Or at legal@accruent.com with subject line: "Attention: Legal - CCPA Request." We are committed to ensuring that our communications are accessible to people with disabilities.

Authorized Agents – Additional Verification Required

You may designate an agent to submit requests on your behalf. The agent can be a natural person or a business entity that is registered with the California Secretary of State.

If you would like to designate an agent to act on your behalf, you and the agent will need to comply with our agent verification process. You will be required to verify your identity by providing us with certain Personal Information as described above, depending on whether you hold an account with us or not and the nature of the information you require, which we will endeavor to match the information submitted to information we maintain about you. Additionally, we will require that you provide us with written confirmation that you have authorized the agent to act on your behalf, and the scope of that authorization. The agent will be required to provide us with proof of the agency relationship, which may be a declaration attesting to the agent's identity and authorization by you to act on their behalf, signed under penalty of perjury. If the agent is a business entity, it will also need to submit evidence that it is registered and in good standing with the California Secretary of State. Information to identify and verify your agent can be submitted through the same mechanism and at the same time that you submit information to verify your identity.

Privacy Notice Addendum LGPD

Effective Date: July 7th, 2020

Last Updated: August 1st, 2022

This Privacy Notice Addendum ("**LGPD Addendum**") is incorporated into the [Accruent Privacy Notice](#) and applies only to situations where the Brazilian Data Protection Law (LGPD) governs the way Accruent handles, or "processes," Personal Data. This Addendum does not apply to our handling of your Personal Data in the human resources context. A separate privacy notice applies to these situations and is available from the Accruent Human Resources Department.

If this LGPD Addendum is applicable to you, please read it carefully because it provides important information and explains your rights.

Please visit this website from time to time, as we may update the LGPD Addendum for changes in the law or our data practices. If you have any questions or concerns, or wish to exercise your privacy rights, we invite you to contact us by any of the methods listed at the bottom of this Addendum.

What Does the LGPD Addendum Cover?

In addition to the obligations set forth in the [Accruent Privacy Notice](#), this Addendum:

- sets out the legal basis we have for using your Personal Data;
- explains the effect of refusing to provide the Personal Data requested; and
- explains where we store your Personal Data and whether we transfer your data outside of Brazil.

What Personal Data Do We Collect About You?

We will collect certain Personal Data about you in the course of your relationship with us, which may include the categories of Personal Information set forth in the table on the Accruent Privacy Notice.

What Legal Basis Do We Have For Using Your Personal Data?

We process your information:

- To be able to provide you with Services in line with our Terms & Conditions via our website.
- As is necessary for the performance of the contract with you for or to take steps at your request prior to entering into a contract
- To comply with our legal obligations
- To protect your life and physical safety and/or the life and physical safety of others.
- As is necessary for us to exercise our rights in a judicial, administrative, or arbitral procedure.
- As is necessary for us to carry out our functions as a global business, including profiling related to your Personal Data. While there are some risks with this type of activity, on balance, we consider the risk to your rights of data protection is outweighed by the significant benefits in providing Services to a relevant and interested marketplace.

You have the right to oppose to processing on grounds that processing was not established in accordance with the LGPD. More information on this right and on how to exercise it is set out herein.

- If you notify us of any health or disability requirements, then this may involve the processing of more detailed Personal Data, including sensitive data such as health information that you or others provide about you. In that case we always ask for your consent before undertaking such processing and you have the right to withdraw your consent at any time. More information on this right and how to exercise it is set out below.

What Happens If You Do Not Provide Us with the Information We Request or Ask That We Stop Processing Your Information?

We have statutory and contractual obligations that require us to process your Personal Data. If you don't provide the Personal Data requested, we may not be able to fulfill our contract with you or perform our obligations to you or related others.

Where Do We Store Your Personal Data? Do We Transfer Your Personal Data Outside of Brazil?

We store your Personal Data safely at our premises, in contracted storage facilities, with our service providers, or on our servers within the country where we are based. If we or our service providers transfer Personal Data, where relevant, outside of Brazil, we will always require that appropriate safeguards are in place to protect the information that is transferred. For example, a portion of our centralized Compliance, Marketing, and Finance functions are performed in the United States, so we have put in place safeguards to protect Personal Data exported from Brazil that is processed in or accessed from the USA. **You can obtain a copy of the safeguards in place for such transfers by contacting us using the details at the end of this Privacy Notice.**

What Rights Do You Have In Relation To Your Personal Data That We Hold?

By law, you have a number of rights when it comes to your Personal Data. Further information and advice about your rights can be obtained from the [National Authority of Data Protection \(ANPD\)](#).

Rights	What does this mean?
1. The right to be informed	You have the right to be provided with clear, transparent and easily understandable information about how we use your Personal Data and your rights. This is why we're providing you with the information in this Privacy Notice.
2. The right of access	You have the right to obtain access to your Personal Data (if we're processing it), and certain other information (similar to that provided in this Privacy Notice). This is so you're aware and can check that we're using your information in accordance with data protection law.
3. The right to rectification	You are entitled to have your Personal Data corrected if it's inaccurate, not up to date, or incomplete.
4. The right to erasure	In simple terms, you can request the deletion of excessive, unnecessary, or incorrectly processed data or deletion of data that has been processed with your consent. This is not a general right to erasure; there are exceptions.
5. The right to block processing	You have rights to 'block' or suppress further use of your Personal Data. When processing is blocked, we can still store your Personal Data, but we will stop using temporarily. We keep lists of people who have asked for further use of their Personal Data to be 'blocked' to make sure the restriction is respected in future.

6. The right to data portability	You have rights to obtain and reuse your Personal Data for your own purposes across different services. For example, if you decide to switch to a new provider, this enables you to move, copy or transfer your Personal Data easily between our IT systems and theirs safely and securely, without affecting its usability.
7. The right to oppose to processing	You have the right to oppose to processing of your Personal Data if you believe it has not been processed in compliance with the LGPD. This is different from withdrawing consent as includes processing based on our legitimate interests.
8. The right to lodge a complaint	You have the right to lodge a complaint about the way we handle or process your Personal Data with the National Authority of Data Protection (ANPD) .
9. The right to withdraw consent	If you have given your consent for processing of Personal Data, it can be withdrawn at any time (although if you do so, it does not mean that anything we have done with your Personal Data with your consent up to that point is unlawful). This includes your right to withdraw consent to us using your Personal Data for marketing purposes.
10. The right to request anonymization	You have the right to request your Personal Data to be anonymized by technical means. You may do this, for example, if your data is part of a market study.
11. The right to request information of third-party public and private entities with whom we have shared data	You have the right to request information of the public and private entities with whom we have shared your Personal Data and the purpose for which we have shared it, for example with processors we have listed in this Privacy Notice.

How Can You Contact Us?

If you have questions on the processing of your Personal Information, would like to exercise any of your rights, or are unhappy with how we've handled your information, please contact us here:

Attention: Accruent Legal Department
Domain 3
11501 Domain Drive, Suite 160
Austin, TX 78758

Or at legal@accruent.com with subject line: "Attention: Legal - LGPD Request." We are committed to ensuring that our communications are accessible to people with disabilities.

If you're not satisfied with our response to any complaint or believe our processing of your information does not comply with applicable data protection laws, you can make a complaint to the [National Authority of Data Protection \(ANPD\)](#).

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EXHIBIT B

PAYMENT ARRANGEMENTS
Periodic Compensation

A. For Services to be rendered under this Agreement, CONTRACTOR shall be paid a maximum contract amount not to exceed \$ **316,291.00** (“Maximum Contract Amount”) as set forth in greater detail in the Contractor Compensation Summary table, below.

Product Information							
Product	Quantity	04/30/2026	04/30/2027	04/30/2028	04/30/2029	04/30/2030	Total Fees
		04/29/2027	04/29/2028	04/29/2029	04/29/2030	04/29/2031	
MC Kinetic Cloud Named User Subscription	33 Named Licenses(s)	\$16,193.55	\$17,327.10	\$18,540.15	\$19,837.69	\$21,226.51	\$93,125.00
MC Kinetic is a native technician focused app designed to efficiently complete work and keep assets working continually with Maintenance Connection.							
MC Professional Cloud Concurrent User Subscription	25 Concurrent License(s)	\$38,806.45	\$41,522.90	\$44,429.85	\$47,539.31	\$50,867.49	\$223,166.00
MC Professional Concurrent User Subscription includes full Access to the Maintenance Connection MRO (Asset Management, Work Order Management, Preventive Maintenance, Parts + Labor Management and all supporting functions/features) along with full access to Real-Time Reporting and KPI Dashboards and unlimited Service Requester Users.							
Total	Quantity	\$55,000.00	\$58,850.00	\$62,970.00	\$67,377.00	\$72,094.00	\$316,291.00
Services Fees							
Fixed Fee Services							
Service Description							Net Total Price
Cloud Migration							\$0.00
Accruent services to migrate one (1) client MC On-Premises database to MC Cloud..							
						Total:	0.00

- B. Payment for services shall be made upon CONTRACTOR’s satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE (specified in Section 2, above) an ANNUAL invoice for the Services to be performed over the following 12-month period. Each invoice must cite the assigned Board Contract Number for this Agreement. COUNTY REPRESENTATIVE shall evaluate the invoice and, if such invoice is satisfactory and in accordance with the provisions of this Agreement, shall initiate payment processing. COUNTY shall pay invoices for satisfactory work within 30 days of receipt of correct and complete invoices from CONTRACTOR.
- D. COUNTY’s failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY’s right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C
ACCRUENT

Indemnification and Insurance Requirements
(For Information Technology Contracts)

EXHIBIT C

Insurance Requirements (For Information Technology Contracts)

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be

sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. .
4. .
5. Self.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance requirements will not be deemed as a waiver of any rights on the part of COUNTY.

