

Contract

SOFTWARE SERVICE AGREEMENT

This Agreement ("Agreement") is made this 21ST day of JUNE, 20 18 between LCPtracker, Inc. ("LCPtracker" herein) and the City of Santa Clara ("LCPtracker's Client").

Name of LCPtracker's Client

Together, in this Agreement, LCPtracker and LCPtracker's Client are called the "Parties".

The Parties agree as follows:

Section 1.1. Consideration. LCPtracker's consideration supporting this contract is the provision of that which is described herein. LCPtracker's Client's consideration supporting this contract is money payment(s), as described herein.

Section 2.1. Choice of Law. This Agreement shall be governed by the laws of the State of California, and substantive Federal law that governs intellectual property

Section 3.1. Choice of Venue. The Parties agree that any legal action brought pursuant or related to this Agreement shall be brought in the Superior Court of California, for the County of Orange.

Section 4.1. Entire Agreement. This Agreement supersedes any other agreement between the Parties regarding any specific term contained herein.

Section 5.1. License. LCPtracker grants to LCPtracker's Client a non-exclusive, revocable, limited license to use software, owned by LCPtracker. Such software is named "LCPtracker" and "Daily Reporter". Whether the use of LCPtracker software, or both LCPtracker software and Daily Reporter software, is licensed is delineated in Section 6.1, as is the specific use(s) hereby licensed. Herein the software that is the subject of this license is called the "Licensed Software".

Said license can only be used as delineated in this Agreement.

Section 5.2. LCPtracker may, at its sole discretion, revoke this license, with or without court approval, if LCPtracker's Client violates this Agreement in any way.

Section 5.3. Any right(s) not expressly granted by this Agreement shall not be implied; the license granted pursuant to this Agreement permits only the use of the Licensed Software, as expressly delineated in this Agreement.

Section 5.4. The license granted herein is operative as of _____, and

Date of, or condition upon which license begins

continues as allowed herein.

Section 5.5. The Parties agree, and LCPtracker warrants, that LCPtracker is the exclusive owner of the Licensed Software. LCPtracker further warrants that it has full authority to grant this license.

Section 5.6. LCPtracker's Client acknowledges that the source code, and anything else that underlies the Licensed Software, including without limitation, underlying ideas, underlying algorithms, underlying concepts, underlying procedures, underlying processes, underlying principles, and underlying methods of operations are trade secrets, which belong to LCPtracker. To the extent that LCPtracker's Client may ever learn any of the foregoing, LCPtracker's Client agrees to never communicate such to any individual or entity.

Section 5.7. LCPtracker's Client may not sublease, assign, transfer, rent, loan, hypothecate, or in any other way allow anyone other than LCPtracker's Client to use the Licensed Software, without LCPtracker's express, written permission.

Section 5.8. LCPtracker's Client shall indemnify LCPtracker for any claim, liability, damages, expense (including reasonable attorney fees and other litigation costs), or any other loss, arising out of any allegation that the Licensed Software was used by LCPtracker's Client in any way that is inconsistent

with this license. Said indemnification duties begin at the moment said allegation is made, outside of a lawsuit or in a lawsuit.

LCPtracker shall indemnify and hold harmless LCPtracker's Client and its City Council, commissions, officers, employees, volunteers, and agents from and against any claim, liability, damages, expense (including reasonable attorneys' fees and other litigation costs), or any other loss, for which LCPtracker's Client shall become liable arising from LCPtracker's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with this Agreement.

Section 6.1. Services Licensed & Price. Attached hereto and incorporated herein are Schedules One and Two. Schedule One contains a list of LCPtracker services, each of which is designated by a letter, and sometimes a subcategory number. Each service is priced on Schedule One. Below is a list, by Schedule One letter designation (along with any applicable subcategory number designations), of the services for which LCPtracker is hereby licensing LCPtracker's Client to use, for that time period designated at Section 5.4. LCPtracker's Client agrees to pay LCPtracker the amount of money that corresponds to the Schedule One letter (and, if applicable subcategory number) listed below. Said payment shall be made pursuant to the terms of Schedule Two.

B, FS

Schedule One Letter (and if applicable, subcategory number) Designation(s)

Section 6.2. As used in this contract "Construction Cost" means the sum of all bid award amounts for all of LCPtracker's Client's projects plus any increases in such dollar amounts, as discussed below. LCPtracker's Client must enter the Construction Cost into the LCPtracker "Budget" field.

Section 7.1. Confidential Information. Herein "Confidential Information" means data that is or is somehow related to financial, accounting, statistical, personal, goal-related, need-related, strategic-plan-related, account, insurance-related, other proprietary-related, and/or personnel data of any entity/individual with which LCPtracker ever has had any dealings, and any entity/individual related to such, inclusive without limitation of any employee of such, and of any entity/individual with which such has ever had a business/contracting relationship.

Section 7.2. Subject to the provisions of the California Ralph M. Brown Act and the California Public Records Act, and any other federal or state laws that may apply, LCPtracker's Client promises that it will not disseminate, distribute, share, copy, send, or in any other manner of communicate, and that it will never allow anyone else to disseminate, distribute, share, copy, send, or in any other manner of

communicate Confidential Information to anyone other than someone who absolutely must have such Confidential Information in order for the service defined in Section 6.1 to operate.

Section 8.1. Assumption of the Risk Regarding Loss of Confidential Information. LCPtracker's Client strictly assumes all risks that are at all associated with LCPtracker's Client and/or anyone who has accessed Confidential Information through, because, or by way of LCPtracker's Client, disseminating, distributing, sharing, copying, sending, or in any other manner communicating any Confidential Information to anyone other than as such is absolutely necessary in order for the service defined in Section 6.1 to operate.

Section 9.1. Indemnity Regarding Loss of Confidential Information. LCPtracker's Client agrees to indemnify LCPtracker for any claim, judgment, injunction, damages, attorney fees, litigation expenses, settlement, or any other loss that results from LCPtracker's Client or anyone who has accessed Confidential Information through, because, or by way of LCPtracker's Client, disseminating, distributing, sharing, copying, sending, or in any other manner communicating any Confidential Information to anyone other than as such is absolutely necessary in order for the service defined in Section 6.1 to operate. This indemnity clause is operative against LCPtracker's Client regardless of fault. The indemnity described herein is owed from the moment that a claim is made, outside of a lawsuit or in a lawsuit. The indemnity set forth in this Section 9.1 does not apply if LCPtracker's Client's actions were in compliance with federal or state laws or court order.

Section 10.1. Proprietary Information. Amongst LCPtracker's proprietary information is: LCPtracker's prices, including without limitation all dollar amounts and all terms; the format used to display said dollar amounts and terms, which includes without limitation the wording used in said display is LCPtracker proprietary information.

Section 10.2. Subject to the provisions of the California Ralph M. Brown Act and the California Public Records Act, and any other federal or state laws that may apply, LCPtracker's client agrees to not publish, give, share, disclose, or in any other way provide LCPtracker's proprietary information to anyone. LCPtracker's client further agrees to take all reasonable steps necessary to prevent the publication, giving, sharing, disclosure, or any other provision of its proprietary information to anyone.

Section 11.1. Limited Warranty; and Warranty Disclaimer. LCPtracker warrants that the Licensed Software will perform as LCPtracker says it will, only if LCPtracker's Client uses the Licensed Software as LCPtracker instructs it should be used (inclusive, without limitation, of what data should be entered).

LCPtracker makes no warranty of merchantability, warranty of fitness for a particular purpose, or any other warranty, except for that expressly stated in this Section 11.1. Further, LCPtracker disclaims any warranties not expressly stated in this Section 11.1.

Section 12.1. Limitation on Remedies. In the event of a breach, failure of condition, or any other ground for liability on the part of LCPtracker, LCPtracker shall only be liable for the return of any payment made by LCPtracker's Client that was to cover the time period when said breach, failure of condition, or other ground for liability occurred. LCPtracker shall not be liable for any other damages, inclusive without limitation, of consequential damages, and LCPtracker shall not be subject to any other remedies.

Section 13.1. Force Majeure. LCPtracker shall not be liable for any damages that are caused by anything that is not reasonably within LCPtracker's control, such as Acts of God, hacking, and an internet shut-down.

Section 14.1. Waiver. If LCPtracker does not exercise one or more its rights hereunder, such shall not be construed as a waiver of any right(s).

Section 16.1. Agreement Not To Be Interpreted Against Scribner. The Parties agree that this Agreement shall not be construed against a party because that party may have drafted this Agreement.

Section 17.1. Partial Invalidity/Enforceability. If any particular portion(s) of this Agreement is found by a court of competent jurisdiction to be invalid, unenforceable, or both, then the remainder of this Agreement shall be valid and enforceable.

WE AGREE TO THE ABOVE:

City of Santa Clara
City Manager's Office
1500 Warburton Ave
Santa Clara, CA 95050

Dated: 6/21/18

ATTEST:

[Signature]
Acting City Clerk

**APPROVED AS TO FORM:
SANTA CLARA CITY ATTORNEY'S OFFICE**

[Signature]

Client (Printed Name of Entity)

Deanna J. Santana

Individual Signing for Client (Printed)

CITY MANAGER

Job Title of Individual Signing for Client

[Signature]
Individual Signing for Client (Signature)

Dated: 5/25/18

MARK S Douglas
Individual Signing for LCPTracker (Printed)

CEO / PRESIDENT
Job Title of Individual Signing for LCPTracker

[Signature]
Individual Signing for LCPTracker (Signature)

EXHIBIT A
SCHEDULE ONE & SCHEDULE TWO

Schedule One

LCPtracker and Daily Reporter are software owned by LCPtracker. Below, and designated by letter, and number subcategory if applicable, is a list of services, and the pricing for those services. In the main body of this Agreement, at Section 6.1 is a list of the "Schedule One Letter (and if applicable, subcategory number) Designation(s)" for each service that LCPtracker is hereby licensing to LCPtracker's Client, designated in the main body of this Agreement. The terms of payment are on Schedule Two.

Letter Designation for Service	Service	Price
A.	Start-up fee. The start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations.	\$3,950
B.	Start-up fee, with on-site, in person training. This start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) One day of in person training at LCPtracker's Client's location ; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. The startup fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "V" below) and will be specified by client at time of contract signing.	\$5,950

C.	Start-up fee, National Prime Contractor Account, with onsite, in person training. The start-up fee pays for the following LCPtracker service: (1) Configuration and setup of administrative account/database; (2) 2 Onsite sessions with LCPtracker Project Manager; (3) 3 Administrative web training sessions for new staff or software updates during the year; (4) 10 Exclusive, web-based contractor training sessions; (5) Unlimited, non-exclusive Contractor web training sessions as reasonably scheduled by LCPtracker; (6) Initial prevailing wage data load (up to 24 hours of load time); (7) Current process review; (8) Training and consulting regarding how to load prevailing wage data; (9) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (10) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "V" below) and will be specified by client at time of contract signing.	\$15,000
D.	National Accounts: New database/office start-up fee. (Must have a minimum of 10, separate offices/databases implemented.) The start-up fee pays for the following LCPtracker service: (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (5) One prevailing wage data load (up to eight hours of load time); (6) Training and consulting regarding how to load prevailing wage data; (7) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (8) All regular software updates. The start-up fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations.	\$2,500
E.	National Accounts: New database/office start-up fee, with on-site, in person training. (Must have a minimum of 10, separate offices/databases implemented.) This start-up fee pays for the following LCPtracker service: : (1) Setup of LCPtracker's Client's electronic administrative account; (2) Configuration of LCPtracker software per Client's needs; (3) Three Administrative web training sessions for new staff on software updates; (4) One day of in person training at LCPtracker's Client's location; (5) Unlimited Contractor web training sessions as reasonably scheduled by LCPtracker; (6) One prevailing wage data load (up to eight hours of load time); (7) Training and consulting regarding how to load prevailing wage data; (8) Unlimited relevant data storage for the term of LCPtracker's Client's contract, after which all data will be archived for 3 years; and (9) All regular software updates. The startup fee alone does not allow for usage; rather, it lays the electronic and human resources groundwork for usage by way of the one of the below designations. Travel costs will be billed to client. This may	\$4,000

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F.	Bulk project license fee, for LCPtracker. The bulk project license fee for LCPtracker pays for the following LCPtracker service: (1) Unlimited administrative users; (2) Unlimited contractor access; (3) Phone and email technical support for administrative users; (4) Phone and email technical support for contractors; (5) Web-based training for all contractors; and (6) Supplemental online video training.	<table> <tr> <th>#</th><th>Construction Cost up to</th><th>Amount</th></tr> <tr><td>1</td><td>\$5 million</td><td>\$3,250</td></tr> <tr><td>2</td><td>\$10 million</td><td>\$6,250</td></tr> <tr><td>3</td><td>\$25 million</td><td>\$9,500</td></tr> <tr><td>4</td><td>\$50 million</td><td>\$16,500</td></tr> <tr><td>5</td><td>\$100 million</td><td>\$21,750</td></tr> <tr><td>6</td><td>\$200 million</td><td>\$27,750</td></tr> <tr><td>7</td><td>\$300 million</td><td>\$35,000</td></tr> <tr><td>8</td><td>\$400 million</td><td>\$41,250</td></tr> <tr><td>9</td><td>\$500 million</td><td>\$48,500</td></tr> <tr><td>10</td><td>\$750 million</td><td>\$54,500</td></tr> <tr><td>11</td><td>\$1 billion</td><td>\$60,750</td></tr> <tr><td>12</td><td>\$2 billion</td><td>\$70,000</td></tr> <tr><td>13</td><td>\$4 billion</td><td>\$100,000</td></tr> <tr><td>14</td><td>\$6 billion</td><td>\$128,750</td></tr> <tr><td>15</td><td>\$8 billion</td><td>\$156,500</td></tr> <tr><td>16</td><td>\$10 billion</td><td>\$183,250</td></tr> <tr> <td>17</td><td>Please Note: For Bulk Contracts \$2 Billion & Above, you can choose to increase your level in \$500 million increments.</td><td>Base Level Cost (\$70k/\$100k/\$128.75k/\$156.5k/\$183.25k) + \$7,750 per each additional \$500 million.</td></tr> </table>	#	Construction Cost up to	Amount	1	\$5 million	\$3,250	2	\$10 million	\$6,250	3	\$25 million	\$9,500	4	\$50 million	\$16,500	5	\$100 million	\$21,750	6	\$200 million	\$27,750	7	\$300 million	\$35,000	8	\$400 million	\$41,250	9	\$500 million	\$48,500	10	\$750 million	\$54,500	11	\$1 billion	\$60,750	12	\$2 billion	\$70,000	13	\$4 billion	\$100,000	14	\$6 billion	\$128,750	15	\$8 billion	\$156,500	16	\$10 billion	\$183,250	17	Please Note: For Bulk Contracts \$2 Billion & Above, you can choose to increase your level in \$500 million increments.	Base Level Cost (\$70k/\$100k/\$128.75k/\$156.5k/\$183.25k) + \$7,750 per each additional \$500 million.
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I.	Single project license fee, for Daily Reporter. The single project license fee Daily reporter pays for the following LCPtracker service: Use of Daily Reporter, in order for contractors to electronically input, track, and report all daily log information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	\$5 million	\$500
		2	\$10 million	\$1,125
		3	\$25 million	\$1,625
		4	\$50 million	\$2,125
		5	\$100 million	\$3,125
		6	\$250 million	\$4,625
		7	\$500 million	\$5,625
		8	\$1 billion	\$6,750
		9	\$2 billion	\$8,250
		10	Please Note: For projects that are larger than \$2 Billion, an incremental fee will be added for every additional \$500 Million over the \$2 Billion base price level..	\$8,250 + \$1,500/each additional \$500 million over \$2 billion.
J.	Bulk project license fee, for OnSite module. (FUTURE MODULE – NOT AVAILABLE NOW) The bulk project license fee OnSite module pays for the following LCPtracker service: Use of OnSite, in order for administrators to electronically input, track, and report all site interview information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	\$5 million	\$325
		2	\$10 million	\$625
		3	\$25 million	\$950
		4	\$50 million	\$1,650
		5	\$100 million	\$2,175
		6	\$200 million	\$2,775
		7	\$300 million	\$3,500
		8	\$400 million	\$4,125
		9	\$500 million	\$4,850
		10	\$750 million	\$5,450
		11	\$1 billion	\$6,075
		11	\$2 billion	\$7,000
		12	\$4 billion	\$10,000
		13	\$6 billion	\$12,875
		14	\$8 billion	\$15,650
		15	\$10 billion	\$18,325
		16	Please Note: For Bulk Projects \$2 billion and above, you can choose to increase your level in \$500 million increments.	\$18,325 + \$775 per each additional \$500 million over \$2 billion.
K	Single project license fee, for OnSite module. (FUTURE MODULE – NOT AVAILABLE NOW) The single project license fee for the OnSite module pays for the following LCPtracker service: Use of OnSite, in order for administrators to electronically input, track, and report all site interview information.	#	Construction Cost up to	Amount for unlimited # of contractors
		1	\$5 million	\$100
		2	\$10 million	\$225
		3	\$25 million	\$325
		4	\$50 million	\$425
		5	\$100 million	\$625
		6	\$250 million	\$925
		7	\$500 million	\$1,125
		8	\$1 billion	\$1,350
		9	\$2 billion	\$1,650
		10	Please Note: For projects that are larger than \$2 Billion, an incremental fee will be added for every additional \$500 Million over the \$2 Billion base price level.,	\$1,650 + \$300/each additional \$500 million over \$2 billion.
L.	Interfaces to external client systems. This license to interface to an external client system allows data from			

	<p>client's financial and/or procurement systems to interface with the LCPtracker system. This assumes the data is in a ready-to-read, unduplicated, clean, well-defined and approved electronic format. Any additional work required to clean up data will be billed at an hourly rate.</p> <p>a. Creation of external interface (per data group, i.e., project, contractor or payroll data)</p> <p>b. Maintenance of external interfaces</p>	<p>\$5,950/interface</p> <p>\$1,950/year/interface</p>
M.	<p>Area Look Up. Under this service, LCPtracker will integrate to client GIS systems in order for employees to be auto-assigned to client-defined geographic areas.</p> <p>a. Set up fee (one-time)</p> <p>b. Annual license fee (includes one (1) update to map per year)</p> <p>c. Additional update fee (only if client requests, i.e., changes have been made to geographic areas)</p>	<p>\$2,500/geographic area</p> <p>\$2,500/geographic area</p> <p>\$2,500/geographic area</p>
N.	<p>Prevailing wage input & maintenance. Under this service, LCPtracker will on a routine basis check for all new relevant modifications, and update such as changes occur. Please note that, under this service, LCPtracker's client must (a) electronically send to LCPtracker, all new wage decisions; (b) verify the accuracy of the relevant wages; (c) assign the relevant wages to their corresponding projects; (d) "craft match" for California vs. Davis-Bacon wage comparison; and, (e) notify LCPtracker, of terminations of applicable wage decisions.</p>	<p>\$75/hour</p>
O.	<p>Training of additional administrators for existing LCPtracker's Clients, via the internet. Under this service, LCPtracker, will train, via the internet, additional administrators for existing LCPtracker, Clients. That training will consist of: (a) web based sessions, lasting approximately three hours each; (b) An overview of the validation and background database settings; (c) Teaching on various aspects of the admin database; and, (d) An overview of specific account settings.</p> <p>a. 2 Sessions</p> <p>b. 1 Session</p>	<p>\$1,250/2 sessions</p> <p>\$625/session</p>
P.	<p>Training of additional administrators for existing LCPtracker's Clients, in person. Under this service, LCPtracker, will train, in person, at LCPtracker's Client's location, additional administrators for existing LCPtracker Clients. That training will consist of: (a) One session; (b) An overview of the validation and background database settings; (c) Teaching on various aspects of the admin database; and, (d) An overview of specific account settings. Travel costs will be billed to client. This may be at cost or as a Flat Rate (see "V" below) and will be specified by client at time of contract signing.</p>	<p>\$1,500/session</p>
Q.	<p>Direct Payroll Interface. Under this service, LCPtracker's Client can automatically enter payroll information.</p> <p>a. Development of new DPI model</p> <p>b. Update to existing model</p>	<p>\$595/contractor</p> <p>\$250/model</p>
R.	<p>Back-up Data DVD/Flash drive. Under this service, LCPtracker will provide a back-up DVD for certain data. The</p>	<p>\$525/DVD (excluding tax)</p>

	data to be included is within the sole discretion of LCPtracker.	
S.	Active Database Fee. Under this service, LCPtracker, will keep open databases where there are no active projects. a. Monthly fee b. Annual fee	\$100/month \$1,200/year
T.	Exclusive, Web-based Subcontractor Training. This is for an exclusive web class for the Administrator's contractors only, no charge classes are available weekly that are not exclusive.	\$250/web session
U.	Development, customization, and other similar software related services	\$275/hour
V.	Flat Rate Travel Fee, for LCPtracker staff to travel to onsite trainings. Includes airfare, hotel, transportation for one night.	\$950

Schedule Two

This attachment contains the pricing terms.

- a) Unless otherwise stated, the prices stated in Schedule One cover one year of service.
- b) This contract will renew annually, on an automatic basis each year on the anniversary date of this contract, unless either party to this contract gives written notice prior to the renewal date that it does not want such renewal.
- c) The annual license fee will remain at the same price level from year to year, unless one of the following occurs:
 - 1.) *Applicable for Bulk Purchases:* The Construction Costs increase at any time throughout the year preceding the renewal (if the sum of all active construction values for projects entered in LCPtracker exceed the level purchased in any month within the contract year, the next construction level difference will be invoiced on a pro-rated basis. The client will only pay the overage amount for the number of months left in the contract year. This invoice becomes due and payable upon receipt.);
 - 2.) The Construction Cost increases beyond the previously purchased level at the time of renewal;
 - 3.) Change orders increase the construction value(s) of projects and result in an increased volume beyond the previously purchased price level (applicable to both

Bulk and Single Project Pricing Plans; subject to terms designated in section d in this schedule)

- 4.) LCPtracker's Client has no active projects at the time of renewal and LCPtracker's Client wishes to keep its account open. (In such case the fee stated in "N" of Schedule One applies.)
- 5.) "Applicable for Bulk Purchases: At time of renewal, and if the total Construction Cost (of all active projects) is decreased from the preceding year's level, the client may request to reduce the LCPtracker level which was purchased for the preceding year. The lower construction level will be invoiced."

d) Change orders that increase the budget of a project will not need to be updated in LCPtracker unless they collectively exceed 25% of the preexisting project's budget. If this occurs, the adjustments to the budget value must be reflected in LCPtracker. These adjustments will only result in an additional fee if the volume of the change order increases the total value above the previous price level (the fee would be the difference between the two price levels) This is applicable for both Billing Plans:

- 1.) Plan A (Bulk Pricing) will result in an overage charge only if the increase causes the client's total active project value to exceed the previously purchased Bulk capacity.
- 2.) Plan B (Per Project Pricing) will result in an additional fee only if the adjustment increases the individual project's construction value above the previous single project price level.

e) Fees for those services stated in "A", "B", "C", "D", "E", "L-a", and "M-a" are one-time fees that are due on the date of this contract.

f) Fees for those services stated in "F", "G", "H", "I", "J", "K", "L-b", and "M-b" on Schedule One, are due on the date of this contract, and then annually on the date of the anniversary of the date of this contract.

g) Fees for those services stated in "M-c", "N", "O-a", "O-b", "P", "Q-a", "Q-b", "R", "S-a", "S-b", "T", "U", and "V" on Schedule One are due at the time the service is delivered.

h) LCPtracker's Client shall inform LCPtracker of the completion of each project within 10 days of such completion. Said informing shall be accomplished in that manner prescribed by and as part of the Licensed Software.

i) LCPtracker reserves the right to verify the Construction Cost.

j) The prices and terms are subject to change at the sole discretion of LCPtracker. A thirty (30) day notice will be provided to LCPtracker's Clients of such changes.

- i) LCPtracker's Client may request an audit of the accuracy of the Licensed Software's performance as to LCPtracker's Client. If such an audit is requested a charge of \$200/hour will be charged to LCPtracker's Client for staff and resources used by LCPtracker to honor such a request.

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