CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Bazaarvoice, Inc.
For
HelpNow Electronic Publication Database

This Contract is between Bazaarvoice, Inc. having offices at 3900 North Capital of TX. Hwy Ste. #300, Austin TX 78746 and the City, a home-rule municipality incorporated by the State of Texas.

This Contract is composed of the following documents:

    1.1.1   This Contract

    1.1.2   Exhibit A, Supplemental Terms

    1.1.3   Exhibit B, Bazaarvoice, Inc.'s Offer, Renewal Amendment #00048647.0

    1.1.4   Exhibit C, Scope of Work

    1.1.5   Exhibit D, Unique Requirements for City of Austin

    1.1.6   Exhibit E, Non-Discrimination Certification (fed0800)

    1.1.7   Exhibit F, Non-Suspension Certification (fed805)

1.2   **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

    1.2.1   This Contract

    1.2.2   Supplemental Terms as referenced in Section 1.1.2

    1.2.3   The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

    1.2.4   Support Agreement as referenced in Section 1.1.5

1.3   **Quantity.** Quantity of goods or services as described in Exhibit B.

1.4   **Term of Contract.** The contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to one additional 12 month period, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

> Upon expiration of the initial term or period of extension, the contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on it writing).

1.5   **Compensation.** The Contractor shall be paid as indicated in Exhibit B upon successful completion of the Scope of Work, a total Not-to-Exceed amount of $39,000.00 for the initial term and $39,000.00 for the extension, for a total estimated contract amount to exceed $78,000.00 including all fees and expenses.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Bizaarvoice, Inc.   **CITY OF AUSTIN**

Rachel Hocevar   Bartley Tyler
_____   _____
Printed Name of Authorized Person   Printed Name of Authorized Person

DocuSigned by:
Rachel Hocevar
FA1E666460CE4CB...
_____   _____
Signature   Signature

VP Client Success   Procurement Specialist I
_____   _____
Title: Title:

June 1, 2017   6/5/17
_____   _____
Date: Date:

Exhibit A – Supplemental Terms
Exhibit B – Bizaarvoice, Inc.'s Offer, Renewal Amendment #00048647.0
Exhibit C - Scope of Work
Exhibit D - Unique Requirements for City of Austin
Exhibit E – Non-Discrimination Certification (fed0800)
Exhibit F - Non-Suspension Certification (fed805)

Exhibit A

Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Sandro Serra, Phone: (512) 551-6299, Email:Sandro.serra@bazaarvoice.com. The City's Contract Manager for the engagement shall be Michelle Clemons, Phone: (512) 974-2713, Email: michelle.clemons@austintexas.gov.

2. **Invoices.**

   Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767
Email Address	CTMAPInvoices@austintexas.gov

3. **Travel Expenses.** No travel expenses are authorized under this Contract.

4. **Equal Opportunity**

   5.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

   5.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

   i. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

   ii. The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

Exhibit B

bazaarvoice

Renewal Amendment # 00048647.0

"You"/Client	City of Austin, Texas
Effective Date of this Amendment ("Amendment Effective Date")	7/10/2017
Service Addendum/Service Order/SOW (the "Service Order") Effective Date	4/11/2014
Renewed Services	Ratings & Reviews
Client Domains eligible for Services	austintexas.gov/department/planning
Renewal Term (months)	24
Renewal Term Start Date	7/10/2017
Renewal Term End Date	7/9/2019

Service Overview - Bazaarvoice will provide Client with the Services ("Services") listed above. Service Descriptions may be found at - www.bazaarvoice.com/servicedescriptions

This Amendment amends the Service Order between Bazaarvoice, Inc. ("Bazaarvoice") and Client. In consideration of the mutual covenants contained herein and for other good, valuable, and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amendments to Addendum.** The Service Order is amended by adding the following, which supersedes any conflicting clauses:

    1.1 The parties agree to renew the Term of the Renewed Services for the length of the Renewal Term, ending on the Renewal Term End Date.
    1.2 Notwithstanding anything to the contrary in the Agreement, the Addendum automatically extends for successive twelve (12) months periods unless either party gives written notice of non-renewal at least 90 days prior to the expiration of the then-current term.

2. **Billing and Payment Details.**

    2.1 Annual Service Fees for this Renewal Amendment are $39,000. Annual Service Fees will be invoiced on the same schedule in effect prior to this Renewal Amendment. Annual Service Fees will be applied on a pro-rata basis for any partial periods (e.g. periods less than 12 months), if any, during a Renewal Term.
    2.2 All fees due hereunder will be payable by Client in accordance with the Agreement.

3. **Amended Master Terms.** The parties wish to terminate the Master Services Agreement or general terms and conditions currently governing the relationship between the parties. By signing this Renewal Amendment, the parties acknowledge and agree that the general terms and conditions found at http://media2.bazaarvoice.com/documents/Bazaarvoice-MSA-v2.2-09032014.pdf are now the terms and conditions governing the relationship between Client and Bazaarvoice. Any references to the ïAgreementî or similar references to terms and conditions shall hereinafter refer to such terms and conditions found at the above link. No future modifications to these terms shall be effective unless agreed to in writing and signed by both parties.

4. **Effect on Existing Addendum.** This Amendment is incorporated into the Service Order which remains in full force and effect. Each party hereby affirms that it remains a party to the Service Order (as amended herein) after the execution of this Amendment. This Amendment may be executed in a number of identical counterparts which, taken together, shall constitute collectively one and the same agreement.

Exhibit C

Scope of Work

Services:
Conversations 2013*
Conversations 2013 - questions and answers*
Conversations 2013 - ratings and reviews*
Technical Services*
Connections Basic*
See full service and production descriptions below and service descriptions may be found at-
www.bazaarvoice.com/servicedescription.

Implementation Detail:
Service URLs: http://austintexas.gov/department/planning
Domain Languages: US English
Syndication: Network
Connections Participation: All Access
Legacy Content to Import: No
# of Legacy Submissions: None

No pre-collected or legacy content will be imported into the Bazaarvoice Platform. Any future imports of legacy content will be subject to new contract terms and fee schedule.

1. Uptime Commitment. Bazaarvoice will deliver 99.9% uptime the Bazaarvoice controlled portions of your website that are enduser facing. The uptime is calculated as follows: (total minutes In any calendar month -total minutes of unavailability) divided by (the total minutes in same calendar month). Downtime during the weekly maintenance window does not count as a period of unavailability. The weekly maintenance window will not exceed two hours per week and will be scheduled during minimal traffic times.

> 1.1. Exceotions. Bazaarvoice is not responsible for a failure to meet any service level to the extent that failure is attributable to any of the following, in which case the services downtime does not count against the Uptime Commitment:

>> 1.1.1. Your failure to perform any of your responsibilities set forth in the Agreement to the extent such failure adversely affects Bazaarvoice's ability to perform the Services, provided that Bazaarvoice uses commercially reasonable efforts to perform despite your failure.

>> 1.1.2. Factors outside Bazaarvoice's reasonable control; provided that Bazaarvoice would have been able to perform but for such factor, Bazaarvoice has not materially contributed in the cause of such factor, and Bazaarvoice could not have reasonably foreseen and prevented the effect of such factor with a commercially reasonable effort.

2. Communication. If the services are unavailable for a period longer than five (5) minutes, Bazaarvoice shall use commercially reasonable efforts to (i) notify your designated contact, (ii)

identify the source of the issue, and (iii) resolve. Notwithstanding the foregoing, Bazaarvoice has no obligation if the Services are down due to your actions (e.g., code change without notice to Bazaarvoice).

3. Moderation Commitment. Except as provided in this Section 3, Bazaarvoice will moderate all submissions within an average of seventy-two (72) hours after submission, as measured on a monthly basis. Notwithstanding the foregoing, submissions that Bazaarvoice reasonably believes to be fraudulent are not subject to the Moderation Commitment of 72 hours.

Bazaarvoice Service and Production Descriptions

Products

Conversations

Bazaarvoice Conversations includes Ratings and Reviews and Questions and Answers.

Features

Ratings and Reviews

Ratings and Reviews functionality allows end users to view review content (e.g., verbatim reviews, star ratings, pictures, videos, etc.) submitted by other end users and moderated by Bazaarvoice that may be relevant and/or helpful to the end users' purchase decision. End users may also submit their own reviews. This feature includes graphical icons representing the product or service's ratings, customizable product category level multi-dimensional ratings, and flexible data fields for capturing review content.

Questions and Answers

Questions and Answers allows end users to submit questions on the product/service detail pages of the client's website and receive answers from the community of other end users, individual researchers ("Crowdsourced Answers") and/or directly from the client.

Questions and answers are grouped (e.g., by product or article) for ease in searching and reviewing, and go through the same moderation process as review content.

Crowdsourced Answers leverages Amazon Mechanical Turk or other similar services to respond to a portion of questions posted on the client's website. Crowdsourced Answers utilizes internet searches and information from product pages to answer questions.

Exhibit C

Syndication

Bazaarvoice's Syndication service enables a single piece of submitted content to be displayed across the Bazaarvoice Network. This allows the content to reach more users across the Network than it would if displayed on only one site and empowers clients to take an active role in increasing content volume, improving content coverage, and selling more successfully through online and offline channels.

Analytics Tools, as described below, are provided to help clients track the display of syndicated content. Only content that meets moderation and authenticity guidelines is displayed.

Clients can syndicate into the Network through any of the three (3) content flows identified below and as expressly set forth in the Service Order.

- **Standard Syndication.** Standard Syndication allows content collected by manufacturers through their use of Bazaarvoice solutions to be displayed on retailer sites.
- **Reverse Syndication.** Reverse Syndication allows content collected by retailers through their use of Bazaarvoice solutions to be displayed on manufacturer sites.
- **Intra-client Syndication.** Intra-client Syndication allows a client to share content collected through its use of the Bazaarvoice solution across multiple licensed client sites.

Capabilities

Bazaarvoice Client Portal

The Bazaarvoice Client Portal ("Portal") is a content management & reporting system for user generated content that allows the client to analyze all submitted user generated content, configure and schedule automated reporting, manage individual submitted content and share content or reporting metrics internally.

The Portal also provides a central location for the client to directly respond to reviews, questions, and answers, on the website, provided that the client has purchased Questions and Answers.

Configuration Hub

The Configuration Hub ("Hub") enables the client to take control of the configurable features and functionality of the Bazaarvoice Platform, allowing for rapid deployment and customization to meet dynamic business demands.

The Hub is a web-based interface that lets the client's team configure and adapt the Bazaarvoice Conversations implementation to the client's individual specifications. It features a step-by-step Guided Mode option including resources, documentation and contextual videos.

Exhibit C

By using the Hub, the client's front-end designers or web developers can take ownership of the configuration process, allowing clients to develop and define the end users' experience including available features, configuration, and styling. These configurations can be published to the Staging environment for testing, as well as to production.

Responsive Design

The Bazaarvoice Conversation display uses responsive design to quickly and easily change the page layout to adapt to the viewer's screen size, keeping the page easy to read and to interact with. This provides for the content to have maximum impact on end users regardless of the device's screen size.

If the client's website is already responsive, the Bazaarvoice display automatically adapts to the screen size. In the event that the client has different websites serving different screen types (e.g., mobile website, tablet website, desktop website), the client may integrate the JavaScript display code into each individual website, creating separate deployment zones within Bazaarvoice.

The review submission form opens in a responsive light-box regardless of the website's support for multiple screen sizes.

Post-Interaction Email (PIE)

Post-Interaction Email allows the client to communicate with its customers following an online interaction (e.g., purchase, submission of review content, etc.). This email provides a direct, personal connection between the client and the customer, and is an opportunity for the client to directly request that the customer provide a product review. These emails are customizable through the Hub, allowing for individualized text, look, and wording of emails sent to customers.

For Post-Interaction Emails, the client must provide certain purchase data to Bazaarvoice, either by:

- Applying a transaction/interaction tag (Bazaarvoice Analytics tag) on the order confirmation page. In this case, the tag transmits securely encrypted purchase / interaction information to Bazaarvoice.
- Setting up a recurring purchase feed that is delivered to Bazaarvoice, based on Bazaarvoice specifications. This feed contains user IDs and information about each user's purchases and interactions, allowing for the sending of PIE.

Bazaarvoice uses a white-label email service provider to deliver the Post-Interaction Emails.

Email Notifications (Social Alerts)

Exhibit C

End users may receive an alert when their content has been posted, when the client has responded to their review, when a comment is received, or when a new question or new content is posted on a particular product. Additionally, the client may elect to send a notification to an end user whose content was rejected during moderation, along with a brief explanation of the reason for rejection. Using Social Alerts closes the communication loop with customers and helps drive additional traffic to the client's website.

SEO Integration

Bazaarvoice optimizes all review content that has passed moderation to be crawled and indexed by search engines and provides it in speed-optimized mark-up to be included on individual product pages. Clients can integrate the SEO optimized content to their product pages using one of two methods:

- Cloud SEO SDK – easy to implement server-side snippets that integrate the user-generated content leveraging a fast, efficient, content distribution network
- Smart SEO – static snapshot of the client's user-generated delivered daily

Seller Ratings

Seller Ratings functionality allows end users to review their experience with a business. Seller Ratings are collected by Bazaarvoice on behalf of the business via email solicitation. Once submitted, the Seller Ratings are displayed on a public-facing Bazaarvoice website (http://ratings.bazaarvoice.com) as well as third-party sites (e.g., Google and Google Search Partners) and can also be displayed to the business' website. End users may only submit reviews if they have transacted with that business and received an email requesting a seller rating. Bazaarvoice hosts the review submission form, and all reviews pass through the Bazaarvoice moderation process and are subject to the Bazaarvoice Authenticity Policy.

Photo/Video Upload

End users may submit up to six images per submission, which, if approved, will be displayed with the associated submission.

End users may also submit a URL link for a submission to videos hosted on YouTube; however, YouTube videos must pass the moderation guidelines to be approved for publication to the client's website.

Bazaarvoice will reject any videos in excess of 5 minutes in length. All photos/videos must be appropriate, relevant, and must not include any copyrighted material.

Daily XML data feed

Exhibit C

Bazaarvoice will provide a daily XML feed of data submitted by client's end users in connection with the Services to Bazaarvoice FTP servers, which the client may download at no additional cost.

API

The Bazaarvoice Conversations API allows the client and the client's agencies to build new applications to retrieve and submit Bazaarvoice-hosted-and–moderated data or to adopt one of Bazaarvoice's 55+ partner solutions which include, but not only, integration with leading e-commerce platforms, CRM systems and SMMS platforms. For more information, <u>please see the Conversations API terms and conditions</u>.

A/B Testing

Bazaarvoice Conversations offers a built-in A/B testing tool that allows clients to quickly innovate and test the effectiveness of new designs. The client can set specific goals, send a portion of their website traffic to the new design, and can measure the effect the changes have on various pre-determined metrics.

This feature is available to all clients in the application configuration page of the Hub but requires deployment of the Bazaarvoice Analytics tag.

Bazaarvoice Analytics

The Bazaarvoice Analytics service provides a comprehensive performance metrics and ROI reporting system on the content collected by our Clients and is fully integrated into a browser-based reporting tool. The Bazaarvoice Analytics service allows measurement of every interaction with Bazaarvoice Services on the client's website, the impact of those interactions, and the progress of those measurements in relation to the client's goals. Measurement is obtained through the use of the Bazaarvoice Analytics tag which is deployed on the Client's site. The tag is similar to other analytics tags, for example those from Google Analytics or Adobe Omniture.

The Bazaarvoice Analytics service includes content volume metrics, product performance, conversion* tracking, and other measures of success, including those derived through the integration of Bazaarvoice collected data with data from our Clients and/or third parties.

For example, with our accelerated ROI measurement tools, the client can see:

- A comparison of the behavior of client's customers who interact with Bazaarvoice versus those customers who don't
- The conversion rates among customers who interact with Bazaarvoice
- The revenue impact resulting from the Bazaarvoice Services
- Product & feature performance

Exhibit C

- A/B Testing of new features

Conversion refers to the particular action that the client defines as the goals of using the Bazaarvoice Services (e.g., increased content volume, sales, and traffic to the client's website).

The Bazaarvoice Analytics service also allows our Clients to see all publicly displayed content across our Network in order to assess, for example, their content's "share of voice".

Analytics Tools for Syndication and Connections Clients

In addition to the analytics and reporting products and services described above, Clients that purchase the Syndication and Connection services will receive reports and analytics on the impressions, pageviews, and unique users of specific web pages displaying the Client's products and services across the Bazaarvoice Network for which that Client may deliver content using the Syndication and Connections services, including pages where derivatives of such content exists; e.g. average ratings.

Web Analytics Integration

The Web Analytics Integration measures the value of on-site social interactions against the client's pre-existing key performance indicators (KPIs). Specifically, Web Analytics Integration injects tags into the client's existing web analytics provider, containing descriptions of website visitors' interactions with submitted user-generated content (including which features have been interacted with and how those interactions occurred).

Web Analytics Integration requires client to facilitate integration and establish reporting criteria, with guidance from Bazaarvoice.

Client must notify their web analytics team in advance of a website re-design affecting the way Bazaarvoice Services are displayed or changes to any tags used for this feature. Failure to notify your team of such changes may result in inaccuracies in web analytics reports. Changes in reporting metrics are forward-looking only, and do not retroactively impact prior reporting.

Web Analytics Integration is available through one of our partner configurations: IBM Digital Analytics (Coremetrics), Adobe SiteCatalyst (Omniture), and Google Analytics. Integrations with other analytics providers may be supported but may require additional implementation resources and incur additional costs.

Applications for Facebook

Any of the above features of Conversations can be integrated on the client's Facebook fan page allowing for the sharing of content between the client's Facebook page and client's website on which Conversations is implemented and deployed.

Exhibit C

Connections

The Bazaarvoice Connections service lets brands interact directly with end users on retail client websites across the Bazaarvoice Network using a secure web portal to access, monitor, and respond to consumer questions (through Connections Basic) and reviews (through Connections Premium, which also includes responding to consumer questions). Through Connections brands can address concerns, make product recommendations, aggregate important consumer feedback across multiple retail channel websites, and otherwise push content to the retail client websites.

The Bazaarvoice Connections service comes with analytics tools that are described as part of the Bazaarvoice Analytics service.

STANDARD SERVICES

Content Moderation

Bazaarvoice moderates all submitted content prior to posting the content to the client's website using a combination of technology filters and a moderation team staffed by Bazaarvoice employees. Content is approved if it passes the moderation guidelines agreed to by Bazaarvoice and the client and meets the obligations contained in the Bazaarvoice Authenticity Policy.

Moderated content that does not pass the moderation guidelines is rejected and not posted to the client's website. However, such rejected content is available to the client through the Bazaarvoice Client Portal for analytics and reporting purposes. Rejected content also contains meta tag(s) indicating the reason for the rejection.

In the case of content submitted with an attached photo/video upload, the content and media upload are considered a single submission. If the content itself is rejected, or the photos/videos are rejected, then the entire submission will not publish on the client's website.

Moderated content that is approved will display on the client's website within 72 hours of submission.

Client Success Services

Bazaarvoice's Client Success team will advise the client by providing recommended best practices for the integration of the Bazaarvoice Platform and user-generated content into their business. This team will also guide the client in the use and functionality of the available tools and resources so client can adequately maximize the benefits of using Bazaarvoice solutions and measure their effectiveness in helping achieve business objectives.

Exhibit C

The client will also have access to a self-service portal that provides educational materials and examples, and connects the client to the broader community of clients on the Bazaarvoice network.

Implementation Services

The Bazaarvoice Implementation team provides structured guidance for successful implementation of the Bazaarvoice Platform, integrating the Services into the Client's website(s) and social media.

Technical Success (Support)

In addition to Client Success and Implementation Services, Technical Success is provided through on-line assistance via knowledge articles, community resources, and online case submission.

PROFESSIONAL SERVICES

Consultant

A Consultant is tasked with scoping the strategic and technical services engagements outside of the standard subscription-based services. These engagements may vary from client to client and will be clearly defined in a Statement of Work ("SOW").

Client Success Director

A Client Success Director is a specialist that supports clients to deliver an industry leading consumer generated content strategy through dedicated programs. The accompanying SOW will clearly define each program's scope which may vary from client to client.

Strategic Implementation Services

The Bazaarvoice Implementation team provides structured guidance for successful implementation of the Bazaarvoice Platform outside of the standard implementation engagement. Bazaarvoice implementation services include technical consultation and bespoke project management services during a client's implementation.

Implementation professional services include full exploration and scoping of the client's business goals and needs, creation of a timeline to manage the implementation efficiently, and Bazaarvoice resource allocation to meet the various goals and benchmarks in accordance with the implementation timeline.

Details of implementation and technical support services may vary from client to client and will be in the accompanying SOW.

Exhibit C

Technical Account Manager (TAM)

A TAM is a technical expert who consults with clients and third party stakeholders to take ownership and deliver multiple technical engagements through strategic planning and program management. The TAM deliverables and outcomes may vary from client to client and are clearly defined in the accompanying SOW (Statement of Work).

Advanced Content Tagging (ACT)

With this service, Bazaarvoice applies additional content coding and meta-tags to the client's content, according to mutually agreed-upon standards and guidelines. ACT is in addition to the standard moderation services offered by Bazaarvoice. With ACT, clients can see trends across their content along certain parameters depending on client's industry (e.g., comments about fit for apparel clients or comments about taste for a client that sells vitamins) and use that data for marketing campaigns, product improvement, shipping changes, etc. These tags are "neutral", meaning that they do not affect the moderation process nor do the tags themselves appear on the client's website.

Load Testing

Bazaarvoice offers load testing against our production servers. This service is intended for existing customers who want to prepare for major sales events by artificially generating larger than normal traffic patterns. Bazaarvoice will ensure that:

- Bazaarvoice's rate limits are sufficient to perform the test.
- Bazaarvoice's servers are scaled to handle the anticipated load.
- Bazaarvoice will provide the customer with a report detailing Bazaarvoice's server performance during the load test.

Fees vary based on the anticipated load placed on Bazaarvoice's servers and should be discussed with your CSD or CED.

Bazaarvoice Industry Statement

Unique requirements for City of Austin

City of Austin is building a program to collect and display user-generated content regarding citizen experience and inquiries. Although the task is seemingly simple, City of Austin requires a partner that is an expert at UGC (user-generated content) to remove risk and make sure users are properly protected and served. The following requirements are of utmost importance to the success of City of Austin's program:

1. **Vendor team to help develop a content collection strategy** – The City of Austin is attempting a new process of content collection in order to promote the dissemination of information. This new process will need guidance for content collection, display and analytics. The Bazaarvoice Client Success team is well prepared to consult the City of Austin on these strategies
2. **Content ownership** – contract must specify that user-generated content is owned by City of Austin to ensure the protection of City of Austin users
3. **Human tagging of insights** – one of the goals of the content collection program is to yield insights to improve services. Vendor must have capabilities to achieve human comprehension of all submitted content and identify insights for City of Austin's review
4. **In-depth reporting & analytics** – vendor must have a reporting and analytics backend to assist The City of Austin in identifying systemic trends in its service levels and patient satisfaction
5. **API access** – in order to maximize utility of The City of Austin's program and reduce future costs, the vendor must make its software platform accessible via API to power any additional initiatives that require further development outside of this original scope
6. **Homegrown Company** – Bazaarvoice is proud to call The City of Austin its home. Founded in 2005, Bazaarvoice has continually supported initiatives to help enrich and improve Austin and its citizens

The City of Austin's vendor must meet ALL of the above requirements in order to guarantee the success of its UGC collection and display program.

Bazaarvoice's unique set of capabilities

Bazaarvoice (BV) is the industry-leader in consumer engagement platforms and the most experienced vendor in its industry. Bazaarvoice meets all of the above mentioned requirements for City of Austin:

Team to help develop a content collection strategy	BV provides access to its Client Success Directors, who have extensive experience in helping clients launch content-generating programs
Content ownership	Content generated through BV's platform will be owned by The City of Austin

Accessibility compliance	BV has been audited by 3rd-party ADA compliance auditing firm Interactive Accessibility to be compliant with ADA. Specific enhancements include keyboard navigation, support for screen readers, and meaningful alt tag and title attributes.
Human tagging of insights	BV's team of moderators offer Advanced Content Tagging, a service in which human moderators are instructed to look for specific types of content or insight and tag them for review and/or action by The City of Austin.
In-depth reporting & analytics	BV offers a robust dashboard complete with alerts and customizable report building
API access	BV's platform is fully accessible via API for further custom development if needed

Exhibit E
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B)   (1)   Not to engage in any discriminatory employment practice defined in this chapter.

(2)   To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3)   To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4)   To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5)   To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6)   To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7)   To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

Exhibit E

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this ____1st____ day of ____June____, ____2017____

CONTRACTOR   Bazaarvoice, Inc

Authorized Signature   *Rachel Hocevar*
DocuSigned by:
FA1F866460CE4CB...

Title   VP Client Success

Exhibit F

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO.

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: Bazaarvoice, Inc

Signature of Officer or Authorized Representative:	*Rachel Hocevar* DocuSigned by: —FA1F866460CE4CB...	Date:	6-1-17
Printed Name:	Rachel Hocevar		
Title	VP Client Success		

Exhibit C

Scope of Work

Services:
Conversations 2013*
Conversations 2013 - questions and answers*
Conversations 2013 - ratings and reviews*
Technical Services*
Connections Basic*
See full service and production descriptions below and service descriptions may be found at-
www.bazaarvoice.com/servicedescriptions

Implementation Detail:
Service URLs: http:/ /austintexas.gov/department/planning
Domain Languages: US English
Syndication: Network
Connections Participation: All Access
Legacy Content to Import: No
# of Legacy Submissions: None

No pre-collected or legacy content will be imported into the Bazaarvoice Platform. Any future imports of legacy content will be subject to new contract terms and fee schedule.

1. Uptime Commitment. Bazaarvoice will deliver 99.9% uptime the Bazaarvoice controlled portions of your website that are enduser facing. The uptime is calculated as follows: (total minutes In any calendar month -total minutes of unavailability) divided by (the total minutes in same calendar month). Downtime during the weekly maintenance window does not count as a period of unavailability. The weekly maintenance window will not exceed two hours per week and will be scheduled during minimal traffic times.

   1.1. Exceotions. Bazaarvoice is not responsible for a failure to meet any service level to the extent that failure is attributable to any of the following, in which case the services downtime does not count against the Uptime Commitment:

      1.1.1. Your failure to perform any of your responsibilities set forth in the Agreement to the extent such failure adversely affects Bazaarvoice's ability to perform the Services, provided that Bazaarvoice uses commercially reasonable efforts to perform despite your failure.

      1.1.2. Factors outside Bazaarvoice's reasonable control; provided that Bazaarvoice would have been able to perform but for such factor, Bazaarvoice has not materially contributed in the cause of such factor, and Bazaarvoice could not have reasonably foreseen and prevented the effect of such factor with a commercially reasonable effort.

2. Communication. If the services are unavailable for a period longer than five (5) minutes, Bazaarvoice shall use commercially reasonable efforts to (i) notify your designated contact, (ii)

Exhibit C

identify the source of the issue, and (iii) resolve. Notwithstanding the foregoing, Bazaarvoice has no obligation if the Services are down due to your actions (e.g., code change without notice to Bazaarvoice).

3. Moderation Commitment. Except as provided in this Section 3, Bazaarvoice will moderate all submissions within an average of seventy-two (72) hours after submission, as measured on a monthly basis. Notwithstanding the foregoing, submissions that Bazaarvoice reasonably believes to be fraudulent are not subject to the Moderation Commitment of 72 hours.

Bazaarvoice Service and Production Descriptions

Products

Conversations

Bazaarvoice Conversations includes Ratings and Reviews and Questions and Answers.

Features

Ratings and Reviews

Ratings and Reviews functionality allows end users to view review content (e.g., verbatim reviews, star ratings, pictures, videos, etc.) submitted by other end users and moderated by Bazaarvoice that may be relevant and/or helpful to the end users' purchase decision. End users may also submit their own reviews. This feature includes graphical icons representing the product or service's ratings, customizable product category level multi-dimensional ratings, and flexible data fields for capturing review content.

Questions and Answers

Questions and Answers allows end users to submit questions on the product/service detail pages of the client's website and receive answers from the community of other end users, individual researchers ("Crowdsourced Answers") and/or directly from the client.

Questions and answers are grouped (e.g., by product or article) for ease in searching and reviewing, and go through the same moderation process as review content.

Crowdsourced Answers leverages Amazon Mechanical Turk or other similar services to respond to a portion of questions posted on the client's website. Crowdsourced Answers utilizes internet searches and information from product pages to answer questions.

Exhibit C

Syndication

Bazaarvoice's Syndication service enables a single piece of submitted content to be displayed across the Bazaarvoice Network. This allows the content to reach more users across the Network than it would if displayed on only one site and empowers clients to take an active role in increasing content volume, improving content coverage, and selling more successfully through online and offline channels.

Analytics Tools, as described below, are provided to help clients track the display of syndicated content. Only content that meets moderation and authenticity guidelines is displayed.

Clients can syndicate into the Network through any of the three (3) content flows identified below and as expressly set forth in the Service Order.

- **Standard Syndication.** Standard Syndication allows content collected by manufacturers through their use of Bazaarvoice solutions to be displayed on retailer sites.
- **Reverse Syndication.** Reverse Syndication allows content collected by retailers through their use of Bazaarvoice solutions to be displayed on manufacturer sites.
- **Intra-client Syndication.** Intra-client Syndication allows a client to share content collected through its use of the Bazaarvoice solution across multiple licensed client sites.

Capabilities

Bazaarvoice Client Portal

The Bazaarvoice Client Portal ("Portal") is a content management & reporting system for user generated content that allows the client to analyze all submitted user generated content, configure and schedule automated reporting, manage individual submitted content and share content or reporting metrics internally.

The Portal also provides a central location for the client to directly respond to reviews, questions, and answers, on the website, provided that the client has purchased Questions and Answers.

Configuration Hub

The Configuration Hub ("Hub") enables the client to take control of the configurable features and functionality of the Bazaarvoice Platform, allowing for rapid deployment and customization to meet dynamic business demands.

The Hub is a web-based interface that lets the client's team configure and adapt the Bazaarvoice Conversations implementation to the client's individual specifications. It features a-step-by-step Guided Mode option including resources, documentation and contextual videos.

Exhibit C

By using the Hub, the client's front-end designers or web developers can take ownership of the configuration process, allowing clients to develop and define the end users' experience including available features, configuration, and styling. These configurations can be published to the Staging environment for testing, as well as to production.

Responsive Design

The Bazaarvoice Conversation display uses responsive design to quickly and easily change the page layout to adapt to the viewer's screen size, keeping the page easy to read and to interact with. This provides for the content to have maximum impact on end users regardless of the device's screen size.

If the client's website is already responsive, the Bazaarvoice display automatically adapts to the screen size. In the event that the client has different websites serving different screen types (e.g., mobile website, tablet website, desktop website), the client may integrate the JavaScript display code into each individual website, creating separate deployment zones within Bazaarvoice.

The review submission form opens in a responsive light-box regardless of the website's support for multiple screen sizes.

Post-Interaction Email (PIE)

Post-Interaction Email allows the client to communicate with its customers following an online interaction (e.g., purchase, submission of review content, etc.). This email provides a direct, personal connection between the client and the customer, and is an opportunity for the client to directly request that the customer provide a product review. These emails are customizable through the Hub, allowing for individualized text, look, and wording of emails sent to customers.

For Post-Interaction Emails, the client must provide certain purchase data to Bazaarvoice, either by:

- Applying a transaction/interaction tag (Bazaarvoice Analytics tag) on the order confirmation page. In this case, the tag transmits securely encrypted purchase / interaction information to Bazaarvoice.
- Setting up a recurring purchase feed that is delivered to Bazaarvoice, based on Bazaarvoice specifications. This feed contains user IDs and information about each user's purchases and interactions, allowing for the sending of PIE.

Bazaarvoice uses a white-label email service provider to deliver the Post-Interaction Emails.

Email Notifications (Social Alerts)

Exhibit C

End users may receive an alert when their content has been posted, when the client has responded to their review, when a comment is received, or when a new question or new content is posted on a particular product. Additionally, the client may elect to send a notification to an end user whose content was rejected during moderation, along with a brief explanation of the reason for rejection. Using Social Alerts closes the communication loop with customers and helps drive additional traffic to the client's website.

SEO Integration

Bazaarvoice optimizes all review content that has passed moderation to be crawled and indexed by search engines and provides it in speed-optimized mark-up to be included on individual product pages. Clients can integrate the SEO optimized content to their product pages using one of two methods:

- Cloud SEO SDK – easy to implement server-side snippets that integrate the user-generated content leveraging a fast, efficient, content distribution network
- Smart SEO – static snapshot of the client's user-generated delivered daily

Seller Ratings

Seller Ratings functionality allows end users to review their experience with a business. Seller Ratings are collected by Bazaarvoice on behalf of the business via email solicitation. Once submitted, the Seller Ratings are displayed on a public-facing Bazaarvoice website (http://ratings.bazaarvoice.com) as well as third-party sites (e.g., Google and Google Search Partners) and can also be displayed to the business' website. End users may only submit reviews if they have transacted with that business and received an email requesting a seller rating. Bazaarvoice hosts the review submission form, and all reviews pass through the Bazaarvoice moderation process and are subject to the Bazaarvoice Authenticity Policy.

Photo/Video Upload

End users may submit up to six images per submission, which, if approved, will be displayed with the associated submission.

End users may also submit a URL link for a submission to videos hosted on YouTube; however, YouTube videos must pass the moderation guidelines to be approved for publication to the client's website.

Bazaarvoice will reject any videos in excess of 5 minutes in length. All photos/videos must be appropriate, relevant, and must not include any copyrighted material.

Daily XML data feed

Exhibit C

Bazaarvoice will provide a daily XML feed of data submitted by client's end users in connection with the Services to Bazaarvoice FTP servers, which the client may download at no additional cost.

API

The Bazaarvoice Conversations API allows the client and the client's agencies to build new applications to retrieve and submit Bazaarvoice-hosted-and–moderated data or to adopt one of Bazaarvoice's 55+ partner solutions which include, but not only, integration with leading e-commerce platforms, CRM systems and SMMS platforms. For more information, please see the Conversations API terms and conditions.

A/B Testing

Bazaarvoice Conversations offers a built-in A/B testing tool that allows clients to quickly innovate and test the effectiveness of new designs. The client can set specific goals, send a portion of their website traffic to the new design, and can measure the effect the changes have on various pre-determined metrics.

This feature is available to all clients in the application configuration page of the Hub but requires deployment of the Bazaarvoice Analytics tag.

Bazaarvoice Analytics

The Bazaarvoice Analytics service provides a comprehensive performance metrics and ROI reporting system on the content collected by our Clients and is fully integrated into a browser-based reporting tool. The Bazaarvoice Analytics service allows measurement of every interaction with Bazaarvoice Services on the client's website, the impact of those interactions, and the progress of those measurements in relation to the client's goals. Measurement is obtained through the use of the Bazaarvoice Analytics tag which is deployed on the Client's site. The tag is similar to other analytics tags, for example those from Google Analytics or Adobe Omniture.

The Bazaarvoice Analytics service includes content volume metrics, product performance, conversion* tracking, and other measures of success, including those derived through the integration of Bazaarvoice collected data with data from our Clients and/or third parties.

For example, with our accelerated ROI measurement tools, the client can see:

- A comparison of the behavior of client's customers who interact with Bazaarvoice versus those customers who don't
- The conversion rates among customers who interact with Bazaarvoice
- The revenue impact resulting from the Bazaarvoice Services
- Product & feature performance

Exhibit C

- A/B Testing of new features

Conversion refers to the particular action that the client defines as the goals of using the Bazaarvoice Services (e.g., increased content volume, sales, and traffic to the client's website).

The Bazaarvoice Analytics service also allows our Clients to see all publicly displayed content across our Network in order to assess, for example, their content's "share of voice".

Analytics Tools for Syndication and Connections Clients

In addition to the analytics and reporting products and services described above, Clients that purchase the Syndication and Connection services will receive reports and analytics on the impressions, pageviews, and unique users of specific web pages displaying the Client's products and services across the Bazaarvoice Network for which that Client may deliver content using the Syndication and Connections services, including pages where derivatives of such content exists; e.g. average ratings.

Web Analytics Integration

The Web Analytics Integration measures the value of on-site social interactions against the client's pre-existing key performance indicators (KPIs). Specifically, Web Analytics Integration injects tags into the client's existing web analytics provider, containing descriptions of website visitors' interactions with submitted user-generated content (including which features have been interacted with and how those interactions occurred).

Web Analytics Integration requires client to facilitate integration and establish reporting criteria, with guidance from Bazaarvoice.

Client must notify their web analytics team in advance of a website re-design affecting the way Bazaarvoice Services are displayed or changes to any tags used for this feature. Failure to notify your team of such changes may result in inaccuracies in web analytics reports. Changes in reporting metrics are forward-looking only, and do not retroactively impact prior reporting.

Web Analytics Integration is available through one of our partner configurations: IBM Digital Analytics (Coremetrics), Adobe SiteCatalyst (Omniture), and Google Analytics. Integrations with other analytics providers may be supported but may require additional implementation resources and incur additional costs.

Applications for Facebook

Any of the above features of Conversations can be integrated on the client's Facebook fan page allowing for the sharing of content between the client's Facebook page and client's website on which Conversations is implemented and deployed.

Exhibit C

Connections

The Bazaarvoice Connections service lets brands interact directly with end users on retail client websites across the Bazaarvoice Network using a secure web portal to access, monitor, and respond to consumer questions (through Connections Basic) and reviews (through Connections Premium, which also includes responding to consumer questions). Through Connections brands can address concerns, make product recommendations, aggregate important consumer feedback across multiple retail channel websites, and otherwise push content to the retail client websites.

The Bazaarvoice Connections service comes with analytics tools that are described as part of the Bazaarvoice Analytics service.

STANDARD SERVICES

Content Moderation

Bazaarvoice moderates all submitted content prior to posting the content to the client's website using a combination of technology filters and a moderation team staffed by Bazaarvoice employees. Content is approved if it passes the moderation guidelines agreed to by Bazaarvoice and the client and meets the obligations contained in the Bazaarvoice Authenticity Policy.

Moderated content that does not pass the moderation guidelines is rejected and not posted to the client's website. However, such rejected content is available to the client through the Bazaarvoice Client Portal for analytics and reporting purposes. Rejected content also contains meta tag(s) indicating the reason for the rejection.

In the case of content submitted with an attached photo/video upload, the content and media upload are considered a single submission. If the content itself is rejected, or the photos/videos are rejected, then the entire submission will not publish on the client's website.

Moderated content that is approved will display on the client's website within 72 hours of submission.

Client Success Services

Bazaarvoice's Client Success team will advise the client by providing recommended best practices for the integration of the Bazaarvoice Platform and user-generated content into their business. This team will also guide the client in the use and functionality of the available tools and resources so client can adequately maximize the benefits of using Bazaarvoice solutions and measure their effectiveness in helping achieve business objectives.

Exhibit C

The client will also have access to a self-service portal that provides educational materials and examples, and connects the client to the broader community of clients on the Bazaarvoice network.

Implementation Services

The Bazaarvoice Implementation team provides structured guidance for successful implementation of the Bazaarvoice Platform, integrating the Services into the Client's website(s) and social media.

Technical Success (Support)

In addition to Client Success and Implementation Services, Technical Success is provided through on-line assistance via knowledge articles, community resources, and online case submission.

PROFESSIONAL SERVICES

Consultant

A Consultant is tasked with scoping the strategic and technical services engagements outside of the standard subscription-based services. These engagements may vary from client to client and will be clearly defined in a Statement of Work ("SOW").

Client Success Director

A Client Success Director is a specialist that supports clients to deliver an industry leading consumer generated content strategy through dedicated programs. The accompanying SOW will clearly define each program's scope which may vary from client to client.

Strategic Implementation Services

The Bazaarvoice Implementation team provides structured guidance for successful implementation of the Bazaarvoice Platform outside of the standard implementation engagement. Bazaarvoice implementation services include technical consultation and bespoke project management services during a client's implementation.

Implementation professional services include full exploration and scoping of the client's business goals and needs, creation of a timeline to manage the implementation efficiently, and Bazaarvoice resource allocation to meet the various goals and benchmarks in accordance with the implementation timeline.

Details of implementation and technical support services may vary from client to client and will be in the accompanying SOW.

Exhibit C

Technical Account Manager (TAM)

A TAM is a technical expert who consults with clients and third party stakeholders to take ownership and deliver multiple technical engagements through strategic planning and program management. The TAM deliverables and outcomes may vary from client to client and are clearly defined in the accompanying SOW (Statement of Work).

Advanced Content Tagging (ACT)

With this service, Bazaarvoice applies additional content coding and meta-tags to the client's content, according to mutually agreed-upon standards and guidelines. ACT is in addition to the standard moderation services offered by Bazaarvoice. With ACT, clients can see trends across their content along certain parameters depending on client's industry (e.g., comments about fit for apparel clients or comments about taste for a client that sells vitamins) and use that data for marketing campaigns, product improvement, shipping changes, etc. These tags are "neutral", meaning that they do not affect the moderation process nor do the tags themselves appear on the client's website.

Load Testing

Bazaarvoice offers load testing against our production servers. This service is intended for existing customers who want to prepare for major sales events by artificially generating larger than normal traffic patterns. Bazaarvoice will ensure that:

- Bazaarvoice's rate limits are sufficient to perform the test.
- Bazaarvoice's servers are scaled to handle the anticipated load.
- Bazaarvoice will provide the customer with a report detailing Bazaarvoice's server performance during the load test.

Fees vary based on the anticipated load placed on Bazaarvoice's servers and should be discussed with your CSD or CED.

Renewal Amendment # 00048647.0

"You"/Client	City of Austin, Texas
Effective Date of this Amendment ("Amendment Effective Date")	7/10/2017
Service Addendum/Service Order/SOW (the "Service Order") Effective Date	4/11/2014
Renewed Services	Ratings & Reviews
Client Domains eligible for Services	austintexas.gov/department/planning
Renewal Term (months)	24
Renewal Term Start Date	7/10/2017
Renewal Term End Date	7/9/2019

Service Overview - Bazaarvoice will provide Client with the Services ("Services") listed above. Service Descriptions may be found at - www.bazaarvoice.com/servicedescriptions

This Amendment amends the Service Order between Bazaarvoice, Inc. ("Bazaarvoice") and Client. In consideration of the mutual covenants contained herein and for other good, valuable, and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amendments to Addendum.** The Service Order is amended by adding the following, which supersedes any conflicting clauses:

    1.1 The parties agree to renew the Term of the Renewed Services for the length of the Renewal Term, ending on the Renewal Term End Date.
    1.2 Notwithstanding anything to the contrary in the Agreement, the Addendum automatically extends for successive twelve (12) months periods unless either party gives written notice of non-renewal at least 90 days prior to the expiration of the then-current term.

2. **Billing and Payment Details.**

    2.1 Annual Service Fees for this Renewal Amendment are $39,000. Annual Service Fees will be invoiced on the same schedule in effect prior to this Renewal Amendment. Annual Service Fees will be applied on a pro-rata basis for any partial periods (e.g. periods less than 12 months), if any, during a Renewal Term.
    2.2 All fees due hereunder will be payable by Client in accordance with the Agreement.

3. **Amended Master Terms.** The parties wish to terminate the Master Services Agreement or general terms and conditions currently governing the relationship between the parties. By signing this Renewal Amendment, the parties acknowledge and agree that the general terms and conditions found at http://media2.bazaarvoice.com/documents/Bazaarvoice-MSA-v2.2-09032014.pdf are now the terms and conditions governing the relationship between Client and Bazaarvoice. Any references to the ìAgreementî or similar references to terms and conditions shall hereinafter refer to such terms and conditions found at the above link. No future modifications to these terms shall be effective unless agreed to in writing and signed by both parties.

4. **Effect on Existing Addendum.** This Amendment is incorporated into the Service Order which remains in full force and effect. Each party hereby affirms that it remains a party to the Service Order (as amended herein) after the execution of this Amendment. This Amendment may be executed in a number of identical counterparts which, taken together, shall constitute collectively one and the same agreement.

Bazaarvoice Industry Statement

Unique requirements for City of Austin

City of Austin is building a program to collect and display user-generated content regarding citizen experience and inquiries. Although the task is seemingly simple, City of Austin requires a partner that is an expert at UGC (user-generated content) to remove risk and make sure users are properly protected and served. The following requirements are of utmost importance to the success of City of Austin's program:

1. **Vendor team to help develop a content collection strategy** – The City of Austin is attempting a new process of content collection in order to promote the dissemination of information. This new process will need guidance for content collection, display and analytics. The Bazaarvoice Client Success team is well prepared to consult the City of Austin on these strategies
2. **Content ownership** – contract must specify that user-generated content is owned by City of Austin to ensure the protection of City of Austin users
3. **Human tagging of insights** – one of the goals of the content collection program is to yield insights to improve services. Vendor must have capabilities to achieve human comprehension of all submitted content and identify insights for City of Austin's review
4. **In-depth reporting & analytics** – vendor must have a reporting and analytics backend to assist The City of Austin in identifying systemic trends in its service levels and patient satisfaction
5. **API access** – in order to maximize utility of The City of Austin's program and reduce future costs, the vendor must make its software platform accessible via API to power any additional initiatives that require further development outside of this original scope
6. **Homegrown Company** – Bazaarvoice is proud to call The City of Austin its home. Founded in 2005, Bazaarvoice has continually supported initiatives to help enrich and improve Austin and its citizens

The City of Austin's vendor must meet ALL of the above requirements in order to guarantee the success of its UGC collection and display program.

Bazaarvoice's unique set of capabilities

Bazaarvoice (BV) is the industry-leader in consumer engagement platforms and the most experienced vendor in its industry. Bazaarvoice meets all of the above mentioned requirements for City of Austin:

Team to help develop a content collection strategy	BV provides access to its Client Success Directors, who have extensive experience in helping clients launch content-generating programs
Content ownership	Content generated through BV's platform will be owned by The City of Austin

Accessibility compliance	BV has been audited by 3rd-party ADA compliance auditing firm Interactive Accessibility to be compliant with ADA. Specific enhancements include keyboard navigation, support for screen readers, and meaningful alt tag and title attributes.
Human tagging of insights	BV's team of moderators offer Advanced Content Tagging, a service in which human moderators are instructed to look for specific types of content or insight and tag them for review and/or action by The City of Austin.
In-depth reporting & analytics	BV offers a robust dashboard complete with alerts and customizable report building
API access	BV's platform is fully accessible via API for further custom development if needed

City of Austin FSD Purchasing Office
Certificate of Exemption

DATE: 05/11/2017   DEPT: Economic Development

TO: Purchasing Officer or Designee   FROM: Michelle Clemons

BUYER: Jim Howard - CTM Purchase   PHONE: (512) 974-2713

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of $50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

○ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality

○ a procurement necessary to preserve or protect the public health or safety of municipality's residents

○ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property

◉ a procurement for personal, professional, or planning services

○ a procurement for work that is performed and paid for by the day as the work progresses

○ a purchase of land or right-of-way

○ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

○ a purchase of rare books, papers, and other library materials for a public library

○ paving, drainage, street widening and other public improvements, or related matters, if at least one- third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements

○ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

O a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212

O personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for

cooperative purchasing administered by a regional planning commission established under Chapter 391

O services performed by blind or severely disabled persons

O goods purchased by a municipality for subsequent retail sale by the municipality

O electricity

O advertising, other than legal notices

O Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.

- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.

- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.

- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.

- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.

- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

This a the third year that Economic Development Department and Development Service Department have worked with Bazaarvoice and the online tool that helps citizens get answers to questions about the City's development and permitting processes. The program is already up and running and handled by Bazaarvoice. The program is called SmartStart, the online tool allows citizens to enter development and permitting questions, receive answers, and review previous questions-answers online, thus saving the citizens and City time and expense. BazaarVoice has adapted a proprietary software platform to this purpose, and provides technical expertise to remove risk and make sure users are properly protected and served.

4. Please attach any documentation that supports this exemption.

5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

The vendor is required to provide in-depth reporting and analytics to the City of Austin. The report displays a tend analysis on service levels and satisfaction.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Bazaarvoice, Inc.
which will cost approximately $ 39,000.00_____(Provide estimate and/or breakdown of cost).

Recommended Certification	_Om Clemons_ 5/11/2017_
	Originator Date
Approved Certification	_Jermoua Hall Rall_ 5.11.17
	Department Director or designee Date

| | Assistant City Manager / General Manager   Date |
| | or designee (if applicable) |

| Purchasing Review (if applicable) | _____6/8/17_____ |
| | Buyer   Date   Manager Initials |

| Exemption Authorized (if applicable) | _____ |
| | Purchasing Officer or designee   Date |

02/26/2013

bazaarvoice

SOLE SOURCE LETTER

DATE: September 19, 2016

To: Whom It May Concern

RE: Bazaarvoice, Inc. Sole-source Justification for Bazaarvoice Software as a Service Products.

This Letter confirms that Bazaarvoice, Inc. is the sole-source provider for the Bazaarvoice Software as a Service (SaaS) Products.

Bazaarvoice is the sole-source provider of the following SaaS products.

- Bazaarvoice Ratings & Reviews

- Bazaarvoice Questions & Answers

- Bazaarvoice Connections Basic

Bazaarvoice is the sole-source provider and retailer for the above mentioned products. If you have any questions, please feel free to contact me at 512-551-6299 or at sandro.serra@bazaarvoice.com.

Regards,

Sandro Serra

BAZAARVOICE.COM

10901 Stonelake Blvd.
Austin, TX 78759
(866) 522-9227