

Exhibit “A” Scope of Services

Supporting Detail for Pricing for Avante Professional Services

On page three (3) of your RFP document you provided the following information regarding your expectations for the implementation of the new technology. We have used this information to provide you with an approach and services cost estimate to deliver the system.

The City requires the following deliverables from this project.

6.4 DESIGN and INSTALLATION

The City requires that the Bidders provide complete design and installation services for the proposed solution. The Bidders shall provide specifications for any needed hardware or software in the proposal. The City may choose to utilize virtual servers or its own physical server hardware, therefore the Bidders should break out server and third-party software cost separately. The solution should, at a minimum, include the following features:

- *Service Desk*
- *Incident Management*
- *Request Fulfillment*
- *Service Catalog*
- *Self-Service*
- *Knowledge Base*
- *Problem Management*
- *Change Management*
- *Release Management*
- *Configuration Management (CMDB)*
- *Service Level Management*
- *Event Management*
- *Reporting*
- *Asset Management (Optional)*

The current City technology environment can be found in Section 3.2 and Section 3.3. Additional requirements and features are found in the Requirements Matrix (Appendix A - attached as an Excel workbook).

6.5 TRAINING, DOCUMENTATION, and KNOWLEDGE-TRANSFER

The Bidder is required to provide Administration Training, Super User Training, Agent/User Training, End-User Self-Service Training (optional) and Knowledge Transfer. Administrator Training for up to five (5) Administrators, Super User Training which offsets some administrative ‘type’ work to business users, Agent/User Training for Agents and Technicians that utilize the system with a train the trainer approach and the City can provide the facility for training.

Important Note – While we have confirmed that the Cherwell technology offers all the capabilities listed in item 6.4 above we do not recommend the City implement all the processes and capabilities in a single phase. If we are your selected vendor we will work with the City to develop an implementation roadmap.

On the following pages, we have provided a Professional Services estimate for the above for budgetary and planning purposes.

Supporting Detail for Pricing for Avante Professional Services

The purpose of this section is to provide the City with a Professional Services cost proposal, as well as outline how the estimate is likely to be allocated across the high-level requirements we have reviewed to date.

Professional Services Pricing Assumptions

We are providing this proposal as a high-level estimate to implement Cherwell at the City of Columbus. As we have not formally scoped requirements, and would not perform this unless we are your selected vendor and entered into an agreement, this should be used for budgetary purposes only. This is not a firm estimate for services.

Key Items that Affect a Services Estimate:

When providing a services estimate prior to proper scoping the biggest challenge is the lack of detailed understanding of your functional requirements. As an example, the Change Management process for some customers is very like the out-of-box offering (so less services time is applicable) versus other customers that have a more complex or mature process (more services time is needed to align the system to your requirements). Please note as you review our estimate we have provided a range for each area in attempt to account for this. In addition, this is a high-level estimate for comparison only, and not a formal quote to deliver the system. If we are a shortlisted or selected vendor, we suggest a scoping call to review your requirements and fine tune our estimate.

Below are just a few examples of items that affect services costs estimates:

- We don't know what your escalation and notification requirements are.
- We do not know how many items you have in your Service Catalog.
- We do not know what your current approval process is (how many approvers, how many levels, what level of notifications are needed, etc.). This applies to both the Service Request and Change processes.
- We don't know the number of CI types and the specific attributes you need to track.
- We don't know if you will need more than the nine (9) CI/Asset Record types that Cherwell provides out-of-the-box.

The balance of this section includes additional scope definition, assumptions and cost estimates for our services.

Pricing Details for the Avante Professional Services

This cost proposal for this phase includes the following sections:

- Scope Definition
- Key Assumptions
- Professional Services Costs
- Training Overview

Scope Definition – The purpose of this section is to outline the scope of deliverables associated with City’s Cherwell Service Management initiative that includes the following:

- The processes (ITIL and other) under scope we expect to include to support your requirements include: Incident, Service Request, basic Service Catalog, Knowledge, Change, Release and CMDB.
- Self-Service Portal to support Incident and Request.
- Support for Agents/Technicians to use the mobile applications for Incident and Request (note this is a basic starting point).
- Integration with Email and Active Directory.
- Assistance with single sign-on.
- Integration with SCCM for asset data import.
- Installation and integration with CAM (Optional).
- Our proposal recommends on-site Administration Training.
- We recommend a Train-the-trainer approach for User Training.
- No other integrations or data imports are included in the scope of this estimate.

Our proposal accounts for providing a turn-key solution (i.e. completing all the deliverables). However, you can elect to assume some of the configurations once your administrator(s) are trained; thereby reducing the Professional Services costs.

Key Assumptions – The following points represent key assumptions used in the preparation of this estimate:

- The preferred deployment is On-Premise (installed on your servers).
- The scope of Phase One is outlined in the aforementioned ‘scope definition’ section.
- Avante will perform a majority of the configuration efforts.
- City resources may participate in some of the configuration effort, we will determine the effort during the planning stage. Examples of areas you may contribute include: Templates, Specifics Forms, Knowledge Articles, Dashboards and One-Steps.
- Once the Requirements and Design session is complete this estimate may change (increase or decrease.)
- Documentation (outside the data definitions documentation Avante will prepare as an outcome of the Requirements Sessions) will be limited to the existing Cherwell published documentation.
- Any additional requirements that arise during the Requirements sessions that are outside the original scope or exceed the expectations of the scope will either require additional services time via a Change Order, or may be completed by City resources.
- Once the Requirements and Design session is complete this estimate may change (increase or decrease.)
- This is a general estimate only based on our experience with other similar clients and is not a firm quote for services.

Professional Services Cost Table

The purpose of this section is to outline how our Professional Services cost estimate is allocated across the high-level Phase 1 deliverables. Our Professional Services rate is \$215.00/hour (based on \$1,720.00/day) which includes travel and expenses. The daily rate is for a Monday – Friday 8:00 AM – 5:00 PM work day.

We will begin the engagement with our Educational Workshops and Requirements Sessions to completely scope all the specific requirements you may have, and upon agreement from both parties, provide a Business Definitions and Design and Document with a revised estimate for Services.

This estimate is divided into specific deliverable areas to give the City an idea of the level of effort we expect for each area. Each deliverable area may not meet the exact numbers we provided (low or high) however the total estimate will be applicable for the project, and time/effort can be reallocated across each deliverable.

Phase Deliverable	Comment	Time Effort
Technical Architecture Review	Technical architecture review, planning and documentation.	1 – 2 days
Process Workshop	Based on your scope, the focus will be on the following concepts: classification, lifecycle / process, priority / SLA, record ownership, etc. This is an optional offering and if you elect to schedule the workshops Avante will not charge for the services time however travel and expenses are applicable. This is limited to no more than 2 days on-site.	No Charge
Requirements Definition	<p>It will be necessary to identify what changes to the out-of-the-box configuration is applicable to support your deployment.</p> <p>The following areas are under scope: described in our Scope Definition above.</p> <p>This time will be divided between on-site requirements gathering and documentation preparation. Documentation will be limited to business requirements definitions.</p>	5 – 8 days
Installation	Deliverables include installing Cherwell on the 2 environments (production and non-production that are to be prepared by the City) and testing of all client access options.	0 days
Configuration – User Profile	<p>A key deliverable will include a Customer Profile (i.e. end users being supported).</p> <p>In addition to configuring the profile, the data will need to be populated on a regular basis. This is an AD integration and only the existing AD attributes will be mapped into the user profile.</p>	1 – 2 days
Configuration – Access and Security	Deliverables will include creating security groups for both the internal and external users as well as creating authentication access for users.	1 – 3 days

Phase Deliverable	Comment	Time Effort
Configuration – Incident	<p>We will deliver the out-of-box Incident process with some configuration.</p> <p>Examples of points for consideration include: Classification methodology, Priority SLA / OLA rules, Notification Rules, Process / Lifecycle, Surveys, Scripts, Stop the Clock, Etc.</p> <p>Note that we will limit our configuration work to modifying no more than 5 existing and creating no more than 3 new Incident detail forms. If more forms are required, then City resources will complete that configuration work.</p>	4 – 6 days
Configuration – Service Request	<p>Factors influencing the time are driven by the anticipated difference between out of the box functionality / capability versus City requirements.</p> <p>This does not include additional specifics forms. If you want additional specifics forms, then we recommend you budget additional services time. This estimate is limited to 3 -4 Service Request templates with basic approval process.</p> <p>Onboarding, off-boarding and system/application access are excluded from the estimate.</p>	4 – 6 days
Configuration – Service Catalog	<p>This estimate is for the configuration for a basic Service Catalog to support your Service Request process. Factors influencing the time will be driven by the difference between out of the box functionality / capability versus City requirements.</p> <p>Configuration will include and is not limited to: Structure, Entitlement, Security Requirements, and Definitions.</p>	3 – 4 days
Configuration – Knowledge	<p>Factors influencing the time will be driven by the difference between out of the box functionality / capability versus City requirements.</p> <p>Examples of points for consideration include: importing from data sources, connecting to external knowledge repositories, and search sources.</p>	2 – 3 days
Configuration – Change	<p>Factors influencing the time are driven by the anticipated difference between out of the box functionality / capability versus City requirements.</p> <p>The Change Management application / object will be configured to support the defined requirements.</p> <p>Configuration will include and is not limited to: Approval rules, Change Types, Change Documentation Details, Notification Rules, Priority, Risk / Impact, Process / Lifecycle</p>	5 – 10 days

Phase Deliverable	Comment	Time Effort
Configuration – Release	<p>Release Management will be configured to support the defined requirements. We would recommend Release and Change be combined when determining project sequencing.</p> <p>Configuration will include and is not limited to: Approval rules, Release Types, Automated Task / Assignments, Notification Rules, and Priority.</p> <p>Note: Assumption is your current process is not defined or followed. Expectations would be for a standard and simplified Release process used in combination with the Change process.</p>	4 – 5 days
Configuration – CMDB/Service Asset and Configuration Management	<p>Factors influencing the time will be driven by the difference between out of the box functionality / capability versus City requirements.</p> <p>Examples of points for consideration include: number of asset profiles, financials vendor and warranty details, asset attributes, etc.</p>	5 – 10 days
Service Level Management	<p>Factors influencing the time will be driven by the difference between out of the box functionality / capability versus City requirements.</p>	1 – 2 days
Configuration – Self-Service	<p>This estimate is for the configuration of the portal to support to support basic Incident and Service Request submission, access to Knowledge and ticket status updates for external end users, and Password Reset.</p> <p>Configuration will include and is not limited to: Structure, Entitlement, Security Requirements, Definitions, Initiation One-Steps, and UI Design and Configuration.</p>	3 – 6 days
Configuration – Surveys	<p>We will deliver the OOTB survey capability and will provide 1 additional survey.</p> <p>Note the time allocated on the high side is to configure the Survey workflow if you do not want to subscribe to the Cherwell workflow for surveys.</p>	1 – 3 days
Configuration – Mobile Support	<p>In addition to the out-of-box capabilities Cherwell provides for mobile support we allocated some time for specific requirements you may have. The time allocated will provide basic functionality to support Incident and Request Management.</p>	2 – 3 days
Integration with MS SCCM	<p>We will leverage the Cherwell mApp for SCCM for the integration.</p> <p>Asset data from SCCM will be imported into the CMDB on a scheduled basis for specific CI / Asset types. Information will be mapped and imported / merged into the CI information stored in the CMDB. Avante will assist with the configuration of integration with the existing SCCM environment to import asset data on an ongoing scheduled basis.</p>	2 – 4 days

Phase Deliverable	Comment	Time Effort
Installation and Integration with CAM - OPTIONAL	<p>We will install and configure the CAM module and leverage the mApp for CAM for the integration.</p> <p>Asset data from CAM will be imported into the CMDB on a scheduled basis for specific CI / Asset types. Information will be mapped and imported / merged into the CI information stored in the CMDB.</p> <p>The time allocated here does not include any integration with the CAM Purchasing module to an ERP or other purchasing system.</p>	3 – 5 days
Integrations Email and Active Directory	Integration with Email and Active Directory to populate user contact data.	1 day
Configuration – Dashboards and or Reporting	<p>As we do not have your specific Dashboard/Reporting requirements we have provided an estimate only with restrictions.</p> <p>We have allocated 2 - 4 days of time on the high estimate to write no more than 2 custom reports and modify 3 existing reports or up to 5 custom Dashboards.</p>	2 – 4 days
Final System Review	<p>Time will be spent reviewing our configurations against the design / specification report to confirm:</p> <ul style="list-style-type: none"> • System is delivered to specification • No issues exist 	1 – 2 days
Go-Live Support	Go-live support includes getting the system ready for production use (i.e. deleting test records, etc.), as well as being available the day of go-live.	2 days
Engagement Management and Documentation	The Avante Engagement Manager will manage the project for Avante and will work with your designated Project Manager.	7 – 9 days
Total (plus any applicable travel and expenses)		60 – 100 days
		(\$172,000.00)
Estimated Travel and Expenses		Included in Rate

Engagement/Project Management

As noted in our Professional Services Overview we will assign an Avante Engagement Manager to work with your designated City Project Manager to coordinate resources and manage the agreed to implementation activities and milestones as to be defined in our formal Business Requirements document.

Travel & Expenses

A portion of the services work we perform can be completed off-site. We typically perform the following portions of our services on-site: Requirements Sessions, Final System Walk-thru, Administrator and User Training, and Go-live support. The travel and expenses for these are included in our rate.

Training

To support the successful deployment and on-going support of the Cherwell technology for City, Avante suggests two types of training: Administration Training and Agent/End-User Training. Below we have provided a summary and pricing for both:

Phase Deliverable	Comment	Time Effort
Administrator Training	Avante is able to deliver Administration Training on-site. There is no limit to the number of participants. The charge is based on the daily Professional Services rate. We recommend that you budget five (5) days per session. Based on the size and scope of your deployment, as well as our experience with other clients similar to City, you will find this to be a very effective method for ensuring successfully trained system administrators. We will deliver an Administrator Training Manual for up to five students that participate in the Administrators training session.	5 days
Super User Training	Cherwell also provides the ability to offset some administrative “type” work on business users. We classify these users as “Super Users”. The class covers the following topics: One-Steps, Dashboards and Widgets, Searching and Queue Management. Depending on organizational requirements we can also include time for Reporting and Calendars. These designated Super Users will attend a (2 – 4) hour training class delivered by Avante.	2 days
Agent/User Training	This training is for the Agents and Technicians that will use the Cherwell software. We recommend City utilize a Train-the-Trainer approach for your deployment. Avante can conduct an Agent/User training session as an example, as well as support remote user training via webinar / conference facilities. We also suggest that at least one user training session be recorded and made available on an on-demand basis.	3 days
Optional End-User Self-Service Training	Avante has recorded videos for other clients for the purposes of training their end-users on the Self-Service portal. If the City wishes to engage Avante we can deliver 1 training video.	1 day
Total (plus any applicable travel and expenses)		11 Days
		(\$18,920.00)
Estimated Travel and Expenses		Included in Rate

Legacy Ticket Conversion Services Options

When moving to a new application one of the consideration is what to do with the existing ticket data in your current system. Avante encounters this in most deployments and our recommendation is to consider what value the information has to the organization and when, how and why you might access the data. Once those points have been discussed and a decision has been made, we then recommend one of the following approaches to converting the existing ticket data from HP ITSM:

Preferred Option – This option is the most popular with our clients and is our recommended approach. In place of converting all the Ticket data into Cherwell another option is importing all the data into a Historical Tracking table where it would be available for reference and knowledge. We would estimate 3 – 5 days with Avante providing guidance and City resources assisting with the conversion. From our opinion, this is by far the most used and our most recommended approach.

Phase Deliverable	Comment	Time Effort
Ticket Conversion	See description above.	3 – 5 days
Total		(\$8,600.00)

Options for Future Phases

One of the KEY ADVANTAGES of the Cherwell technology is the Ease-of-Configuration and System Administration. Once you are trained and in production you will be fully capable of self-managing your system including your objectives to continue to add processes and capabilities to your deployment (Phase II and beyond).

We would like to communicate that we can offer options for the approach to future Phases and enhancements to your Cherwell deployment. We wanted to share these with the City to show the flexibility we can provide with an Avante engagement. Below is a brief overview of different approaches we can offer for your Phase II and beyond):

- **Consultative Turnkey Approach** – Avante performs all the work for the initial Phase including: Workshops, Requirements gathering, Configuration, Go-live support, Training and Knowledge transfer (this is similar to the approach we proposed in Phase I).
- **Hybrid Approach** – Avante provides consulting and performs the Requirements sessions and Definitions document and resources from both Avante and the City perform the Configuration, testing and bring the system into production. We will allocate the configuration efforts to both parties in a structured format. Avante provides Training and Knowledge transfer.
- **Design and Consulting Approach** – Avante provides consulting and performs the Requirements sessions and Definitions document and resources from the City performs the Configuration, testing and brings the system into production. Avante provides Administration training.

As we stated we can tailor any of these approaches and can be very flexible in our deliver to the City. If we are your selected vendor we can work with the City to provide estimates for any future Phases of your deployment.

Post Deployment Administration and Configuration Consulting Package

We also wanted to communicate to the City that once our customers are in production we can offer them a “Post Deployment Administration and Configuration Consulting Pack”.

The intent of this offering is to help support your Administrators to manage and enhance your Cherwell deployment. We find that our customers who elect this offering feel strongly that over time they become better System Administrators and rely less on Avante to manage and enhance their system.

For all customers that elect to self-support their Cherwell system post Go-live we recommend you purchase a post-production Administration and Configuration Consulting and Assistance Package from Avante. This is a small block of time that allows you to request Avante resources to perform minor consulting or configuration work in a “By Request” method. Requests for support should be submitted in writing with a description of the work. Resources will be assigned based on availability.

The following are some examples of the type of work our staff will provide for this proposal: Design and how to questions, One-step and Dashboard configuration, Basic form changes / updates, and Security Changes.

Please note for any request that is more in line with a Project, we will contact you and advise you that a detailed Statement of Work would be required. Should you wish to proceed, we will create a new SOW for that project with project deliverables and a cost estimate and submit to you for approval. The cost is based on our current Professional Services hourly rate. Our recommended minimum block of time for a support pack is 40 hours. You will be invoiced for the entire amount and have the time available for requested services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
USI INSURANCE SERVICES LLC/PHS 553808 P: (866) 467-8730 F: (888) 443-6112 PO BOX 29611 CHARLOTTE NC 28229		PHONE (A/C No, Ext): (866) 467-8730	FAX (A/C No): (888) 443-6112
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Ins Co	NAIC# 29429
		INSURER B: Hartford Insurance Company of	38288
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF ASSURANCE	ADDL	STRT	PRCTY	PRCTY EFF	POLICY EXP	LIMITS	
LTR		INSR	DTA	NUMBER	(COMMENCED)	(COMMENCED)		
A	COMMERCIAL GENERAL LIABILITY			83 NRA 192537	01/01/2017	01/01/2018	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Excludes Damage)	\$200,000
	<input checked="" type="checkbox"/> General Liab	<input checked="" type="checkbox"/>					MED EXP (Any one person)	\$10,000
							PERSONAL & ADJ INJURY	\$1,000,000
GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000,000
	POLICY <input type="checkbox"/> PRO- DUCT <input checked="" type="checkbox"/> LDC						PRODUCTS - CONTROL AGG	\$2,000,000
	OTHER							\$
A	AUTOMOBILE LIABILITY			83 NRA 192537	01/01/2017	01/01/2018	COMBOD SINGLE LIMIT (Ex accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> RENTED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB			83 NRA 192537	01/01/2017	01/01/2018	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$5,000,000
								\$
	LI: <input checked="" type="checkbox"/> M: <input type="checkbox"/> S: <input type="checkbox"/> 10,000							\$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY			83 WSC 149855	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER EMPLOYEE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OR MEMBER EXCLUDED? (Mandatory In NY)	Y/N					E.L. EACH ACCIDENT	\$1,000,000
		<input type="checkbox"/>					E.L. DISEASE-PER EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (REQUIRED FOR Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form 88 00 08 attached to this policy.

CERTIFICATE HOLDER	CANCELLATION
CITY OF COLUMBUS 1111 E BROAD ST COLUMBUS, OH 43205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Joe Taylor</i>

Avante Proposed Exhibit "X"

1. Warranty.

Avante warrants that all Deliverables shall confirm and perform with the specifications set forth in the Statement of Work for a period of ninety (90) days from Customer's acceptance of such Deliverable. This warranty shall not apply to any Deliverables which have been the subject of misuse or alteration or to any defect arising from any equipment or component supplied or required by Customer. Customer's sole remedy and Avante's sole liability under this warranty will be for Avante, as determined in Avante's reasonable discretion, to either (i) use reasonable efforts to correct such defect as soon as reasonably practicable after Avante has been notified in writing of such defect, or (ii) if a correction of the defect is not reasonably achievable by Avante, to refund the fees paid by Customer for such Deliverable. Avante makes no representations or warranties associated with the Product and shall have no liability or obligation related to any underlying defect with the Product other than to exercise its commercially reasonable efforts to work with Customer and the manufacturer of the Product to address any such defects.

2. Limitation of Liability.

NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY TO THE OTHER PARTY HERETO OR ANY PERSON WHATSOEVER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY DESCRIPTION, WHETHER THE CLAIM IS BASED UPON WARRANTY OR OTHER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE; EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, AND REGARDLESS OF THE FORM OF THE CLAIM OR SUIT OR THE TYPE OF DAMAGES. EACH PARTY IS OBLIGATED TO TAKE COMMERCIALY REASONABLE STEPS TO MITIGATE THE OTHER PARTY'S LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 7.4, THE LIABILITY OF EITHER PARTY FOR ANY REASON AND FOR ANY CAUSE OF ACTION WHATSOEVER UNDER THIS AGREEMENT OR ANY EXHIBIT HERETO SHALL BE LIMITED TO THE COST OF THE PROJECT SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. THE FOREGOING EXCLUSIONS AND LIMITATION SHALL NOT APPLY TO ANY LIABILITY FOR (I) PERSONAL INJURY OR DIRECT DAMAGES TO PROPERTY, (II) INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, (III) INDEMNIFICATION OBLIGATIONS OR (IV) BREACH OF CONFIDENTIALITY OBLIGATIONS.

THE WARRANTIES SET FORTH IN THIS AGREEMENT AND ANY STATEMENT OF WORK ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY AVANTE TO CUSTOMER UNDER THIS AGREEMENT AND ANY STATEMENT OF WORK. AVANTE SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WITH REGARD TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY.