

AGREEMENT FOR SERVICES AND LICENSE OF SOFTWARE BY AND BETWEEN THE CITY OF BURLINGAME AND SELECTRON TECHNOLOGIES, INC.

This Agreement for Services and License of Software ("**Agreement**") is made and entered into as of _____, 2025 by and between the City of Burlingame, a public agency organized and operating under the laws of the State of California with its principal place of business at 501 Primrose Road, Burlingame, CA 94010 ("**City**"), and Selectron Technologies, Inc., an Oregon corporation with its principal place of business at 13535 SW 72nd Ave., Suite 200 Portland, OR 97223 ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement. This Agreement shall be effective upon the Parties' mutual execution of this instrument ("**Effective Date**").

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project: Relay Permit IVR platform and enhancements, and services, maintenance and technical support (hereinafter referred to as "the **Project**").

B. Consultant is duly licensed and has the necessary qualifications, knowledge, and skill to provide such services.

C. Consultant is the owner of all rights, titles, and interest in and to certain software and materials, identified more particularly in this Agreement as the "**Licensed Software**" (defined below).

D. Consultant wishes to grant to City, and City desires to obtain from Consultant, certain rights to access and use, and to permit authorized City employees to access and use, the Licensed Software through Consultant's application hosting service, as more particularly described below.

E. The Parties desire by this Agreement to establish the terms and conditions for the City to retain Consultant to carry out the Project, and to establish the terms and conditions for the City's access and use of the Licensed Software.

F. The Parties' entry into this Agreement will serve the public interest.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Definitions: Grant of License, and Services.

a. Definitions. For purposes of this Agreement, the following terms shall have the following meanings. Any capitalized terms used in this Agreement that are not defined in this Section 1 shall have the meaning given to them elsewhere in this Agreement.

(i) "**Aggregate Data**" means information, data, and statistics about a group of individuals, organizations, or transactions that cannot be used to identify the City or a

particular individual, including Licensee Data that has been de-identified and anonymized and combined with data about other individuals and transactions.

(ii) **“Authorized User”** means an Employee that the City provides with access to the Licensed Software.

(iii) **“Customer Tools”** means the Licensed Software components and interfaces that, as described in the Documentation, are designed and intended to be accessed by customers of the City through an application that is set up and maintained as part of the Services and/or the City’s website.

(iv) **“Derivative Work”** shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that in the absence of a license, would infringe the Intellectual Property Rights associated with such preexisting work.

(v) **“Documentation”** shall mean the standard documentation for the Licensed Software, as generally provided by Consultant to its other customers.

(vi) **“Employee”** shall mean a then-current employee of the City.

(vii) **“Intellectual Property Rights”** shall mean all rights associated with (a) patents, designs, algorithms, and other industrial property rights; (b) works of authorship, including copyrights, “moral rights”, and derivative works thereof; (c) the protection of trade and industrial secrets and confidential information; (d) Trademarks (as defined herein); (e) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, divisions, continuations, renewals, extensions, divisions, and re-issuances of any of the foregoing, now existing or acquired in the future.

(viii) **“Licensed Software”** shall mean, collectively, (a) the software programs that are listed in Exhibit A and further described in Exhibit C; (b) the Documentation; and (c) any Updates.

(ix) **“Licensee Data”** means structured data about and identifiable to customers of the City, including without limitation data about transactions between such customers and the City that (a) the City provides to Consultant to enable Consultant to provide the Licensed Software and the Services; (b) Consultant collects from the City’s customers to facilitate payments by those customers to the City; or (c) Consultant otherwise collects or creates, including by automated means, in the course of performing the Services or providing the Licensed Software to the City.

(x) **“PCI Data”** means Cardholder Data (including, without limitation, Primary Account Number, cardholder name, expiration date, and Service Code) and Sensitive Authentication Data (including without limitation full magnetic stripe data or the equivalent on a chip, CAV2/CVC2/CW2/CID, PINs/PIN block), as such terms are defined by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/glossary/>).

(xi) **“Security Incident”** means a breach of security resulting in an unauthorized third party gaining access to Licensee Data and/or PCI Data if (a) such breach creates a substantial risk of harm to the City or any individual(s) and (b) the Licensee Data and/or PCI Data was accessed in unencrypted, usable, or readable form or it is reasonably likely that the unauthorized third party has acquired or will acquire the decryption key or other means of converting the Licensee Data and/or PCI Data to readable or usable form.

(xii) **“Services”** means the outbound call management, customization, training, set-up, configuration, or other services listed in Exhibit A and further described in Exhibit C hereto, the Technical Support Services, and any other services Consultant provides to the City as described herein.

(xiii) **“Technical Support Services”** means the maintenance and technical support services described in Exhibit B hereto.

(xiv) **“Term”** shall have the meaning in Section 5, below.

(xv) **“Trademarks”** shall mean (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; (c) such other marks and logotypes as either party may designate from time to time in writing; and (d) the goodwill connected with the use of and symbolized by any of the foregoing.

(xvi) **“Updates”** shall mean any modifications, error corrections, bug fixes, new releases, or other updates of or to Licensed Software, including the Documentation, that may be provided or otherwise made available hereunder by Consultant to the City during the Term.

(xvii) **“Work Product”** means any and all work product, deliverables, materials, drawings, works of authorship, creative works, designs, inventions, documentation, methods, processes, techniques, software, reports, or data created or developed by Consultant in the course of performing the Services or providing the Licensed Software, excluding Licensee Data.

b. Grant of License; Restrictions.

(i) Grant of License to Use Licensed Software. Subject to the terms and conditions of this Agreement, including the End User License Agreement (“**EULA**”) attached hereto as Exhibit D which is incorporated into and made a part hereof, and the timely payment of all fees hereunder, Consultant hereby grants to the City a non-exclusive, nontransferable, nonsublicensable, limited license, during the Term, to access and use the Licensed Software solely in accordance with the Documentation and the EULA and solely for the City’s own internal business use. Except as set forth in this Section 1(b)(i) or the EULA, no other right or license of any kind is granted by Consultant to the City hereunder with respect to the Licensed Software.

In the event of a conflict between this Agreement and the EULA, this Agreement shall control.

(ii) Software Restrictions. The City hereby acknowledges and agrees that it shall not use the Licensed Software for any purpose other than the purpose for which Consultant has developed the Licensed Software, and that it shall use the Licensed Software in

accordance with the EULA and all applicable laws, rules, and regulations. In the event of any violation of this Section or the terms of the EULA by the City or any person the City provides with access to the Licensed Software (whether or not such person is an Authorized User), Consultant may terminate this Agreement in accordance with Section 17 (Termination or Abandonment), below.

(iii) Data Restrictions. Consultant hereby acknowledges that the Licensee Data may contain sensitive, personally-identifiable information. Consultant will not disclose Licensee Data to any third-party except as required to perform its obligations under this Agreement (e.g., transmittal of PCI Data to the City's designated payment gateway) and will maintain and use the Licensee Data only for purposes of performing its obligations under this Agreement. Except as otherwise expressly provided herein, Consultant will promptly delete any Licensee Data that the City requests in writing to be deleted (except for data retention required by law).

(iv) Rights in Aggregate Data. Notwithstanding Section 1.b.(iii) (Data Restrictions) above, Consultant may, (a) during the Term of this Agreement, use and analyze the Licensee Data to generate Aggregate Data and (b) during and after the Term of this Agreement, retain, use, publish, and otherwise disclose Aggregate Data without restriction, so long as the Aggregate Data is disclosed in a form in which it cannot be used to identify the City or any particular individual(s). By way of example and without creating any limitation, Consultant may analyze the Licensee Data along with data gathered from other sources to generate statistics and analytics about success rates of municipalities in collecting payments in response to application notification calls.

(v) Proprietary Rights. As between the City and Consultant, Consultant and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights in and to the Licensed Software and any Work Product resulting from performance of the Services and any portions thereof, including without limitation any copy or Derivative Work of the Licensed Software (or any portion thereof) and any Updates and upgrades thereto. The City shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Consultant's or its licensors' ownership of and rights with respect to the Licensed Software or Service, or any Derivative Work or Update or upgrade thereto. The Licensed Software and any Work Product are licensed, not sold, and the City shall have only those rights in and to the Licensed Software and Work Product and any Derivative Work or Update or upgrade thereto as are expressly granted to it under this Agreement, including the EULA.

(vi) Proprietary Information. During the Term of this Agreement and after the termination of this Agreement, the Parties will take all steps reasonably necessary to hold the other Party's Proprietary Information in confidence, will not use the Disclosing Party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the Disclosing Party's express prior written consent; provided, however, that each Party (the "**Disclosing Party**") may disclose Proprietary Information of the other Party (the "**Receiving Party**") (a) to such Receiving Party's employees, directors, officers, contractors, and agents (collectively, "**Representatives**") who have a need to know such information and who have been advised of and have agreed to comply with the confidentiality restrictions contained in this Section 1(b)(vi); and (b) to such third parties as are authorized or directed by the Receiving Party in writing. Each Party shall be responsible and liable for the actions and omissions of its Representatives.

“Proprietary Information” includes, but is not limited to, a Party’s (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding its plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of employees; and (d) other information about or belonging to such Party that the other party should reasonably know, due to the nature of the information or the circumstances surrounding its disclosure, is regarded as confidential. Proprietary Information includes reports, analyses, notes, and other information or materials that contain or are derived using a party’s Proprietary Information, even if developed in whole or in part by the other Party.

For clarity, information about the Licensed Software, including information about its features, functionality, and pricing, are and shall remain the Proprietary Information of Consultant. For further clarity, Licensee Data is and shall remain the Proprietary Information of the City.

Notwithstanding the foregoing, information will not be considered to be Proprietary Information if (a) it is readily available to the public other than by a breach of this Agreement; (b) it has been rightfully received by the Receiving Party from a third party without confidentiality limitations; (c) it has been independently developed by the Receiving Party without reference to or use of the Disclosing Party’s Proprietary Information; or (d) it was rightfully known to the Receiving Party prior to its first receipt from the Disclosing Party. Either Party shall be entitled to disclose Proprietary Information if required by law or a valid judicial order (including but not limited to a validly issued subpoena); provided that Party first provides prompt written notice of the required disclosure to the other Party, and complies with any protective or similar order entered by a court of competent jurisdiction governing the required disclosure.

Consultant acknowledges that the City is subject to the Ralph M. Brown Act (“**Brown Act**”) and the California Public Records Act (“**CPRA**”) and that the City is, at all times, bound by the publication and disclosure requirements of the Brown Act and CPRA. Nothing in this Agreement shall be construed to limit or impair the City’s ability to comply with the Brown Act and CPRA. Consultant and the City acknowledge and agree that no liability shall attach to the City for its lawful compliance with the Brown Act and/or the CPRA.

c. Deliverables and Services.

(i) Services. Consultant shall provide the City with the Services described in the attached Exhibits A and C, and the Technical Support Services described in the attached Exhibit B, all of which are hereby incorporated into this Agreement by reference.

(ii) Delivery, Testing, and Acceptance. All deliveries of equipment or physical goods required under this Agreement shall be F.C.A. Consultant’s facilities. Consultant shall provide the City with the Documentation and access to the Licensed Software according to the delivery, testing, and acceptance schedule and terms and conditions set forth in Exhibit A and Exhibit C. Unless a testing period of different duration is set forth in Exhibit A or Exhibit C, the City shall have a testing period of thirty (30) days from the date of delivery of any Licensed Software, including any customized Licensed Software, to inspect and test the Licensed Software. If the City provides Consultant with written notice during the applicable testing period describing the Licensed Software’s failure to substantially comply with the limited warranty set forth in Section 18.b (Limited Software Warranty), below, in sufficient detail to enable Consultant to reproduce such failure, the Service Fees for the non-conforming Licensed Software shall be suspended until

Consultant corrects any such substantial non-conformity. If the City does not provide such notice during the testing period, the Licensed Software shall be deemed accepted, and the City's sole remedy for any non-conformance shall be the Technical Support Services provided hereunder.

(iii) Authorized Users; Identification and Passwords. Except as provided in Section 1.c.(iv) (Customer Tools), below, the City shall not permit any person to access the Licensed Software other than Employees whom the City has designated as Authorized Users. Each individual natural person shall be a separate Authorized User for purposes of this Agreement. The City shall create or request that Consultant create unique log-in credentials, consisting of a "**User Identification**" and "**User Password**", for each individual Authorized User who shall be accessing the Licensed Software.

The City hereby acknowledges that it and its Authorized Users bear sole responsibility for protecting the confidentiality of all User Passwords. The City shall remain fully responsible and liable for (and Consultant shall not be responsible or liable for) any unauthorized use of any User Identifications or User Passwords, except to the extent where any unauthorized use results in whole or in part from Consultant's grossly negligent or willful disclosure, or omission resulting in the release of User Identifications and/or User Passwords.

The City shall not share or disclose, and shall not permit any Authorized User to share or disclose, such Authorized User's log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. A User Identification may not be transferred from one Authorized User to another Authorized User. The City shall promptly terminate (or cause to be terminated by requesting that Consultant terminate) the User Identification for any individual who ceases to be an Authorized User for any reason, including without limitation due to termination of such individual's employment with the City. The City shall promptly notify Consultant if it discovers or suspects that any log-in credentials have been accessed or used by any person other than the Authorized User to which such log-in credentials were granted, in which case Consultant shall promptly reset or provide the City with a means of resetting the password associated with such log-in credentials.

(iv) Customer Tools. The City may permit its customers to access and use the Customer Tools solely through the City's website and/or an application that is set up and maintained as part of the Services, and solely for the purpose of enabling such customers to (a) receive notifications sent by or on behalf of the City; (b) make payments to the City; (c) view their invoices from the City and history of payments to the City; and (d) update their contact information with the City.

(v) Hosting. During the Term, Consultant and/or its designees shall host and maintain the Licensed Software, and provide access thereto, subject to the terms and conditions of this Agreement and the EULA.

(vi) Updates, Maintenance, and Technical Support. During the Term, Consultant shall provide the City with Updates as they are made generally available by Consultant to its other customers, as well as maintenance and technical support, in accordance with the terms and conditions set forth in Exhibit B. Any Update provided or made available by Consultant hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

(vii) Other Modifications to the Licensed Software. The City understands and agrees that Consultant may make modifications and updates to the Licensed Software from time to time. Consultant may determine in its sole discretion whether to provide such modifications and updates to the City and its other customers as an Update hereunder, or whether such modifications and updates will be issued as a separate or new product or premium version of the Licensed Software that is available only at an additional charge.

(vii) Further Obligations of the City. The City shall be solely responsible for acquiring and maintaining, at its own expense, the necessary equipment and Internet and telecommunication services required to access the Licensed Software and the Services. The City acknowledges that Consultant shall have no obligation to assist the City in using or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

2. Compensation.

a. Subject to Section 2.b, below, the City shall pay for such Services in accordance with the Scope of Work set forth in Exhibit A ("Service Fees").

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$132,405.00.

c. Unless different payment terms are set forth in Exhibit A, all fees and expenses payable hereunder shall be due sixty (60) days from the date of invoice, and any amounts not paid when due will incur late fee charges at the rate of 1.5% per month, or the maximum rate permitted by applicable law, whichever is lower, calculated on a daily basis. If any amounts are past due and outstanding, Consultant reserves the right to suspend the licenses granted hereunder, suspend access to the Licensed Software, and discontinue the services until all outstanding amounts are paid; however Consultant shall not suspend access to the Licensed Software and/or discontinue any services without first providing ten (10) business days' written notice to the City. Consultant is entitled to recover all costs of collection, including attorney's fees and related expenses.

d. Any disputed charges must be presented by City to Consultant in writing within thirty (30) days of the date of invoice, and the Parties agree to cooperate in good faith to promptly resolve any disputed invoice within fifteen (15) days of Consultant's receipt of City's written notice of dispute. In the event City disputes any amounts invoiced by Consultant in good faith, the undisputed amount shall be paid when due, and only disputed amounts shall be withheld pending resolution of the dispute. If payment of a disputed amount has already been made and later resolution of the dispute is in City's favor, a credit will be issued by Consultant to City on the next invoice.

e. During the Initial Term, the fees set forth in Exhibit A shall apply. After the Initial Term, Consultant may increase or change its fees by providing City with notice of such increase or change at least ninety (90) days prior to the effective date of such increase or change. Such increase or change shall not exceed 5% per renewal term. Consultant's sole alternative to such fee increase or change shall be to terminate this Agreement by providing notice of termination to Consultant within twenty (20) days after receipt of the notice of price increase or change, which termination will become effective thirty (30) days after such written notice of termination.

f. All prices set forth in this Agreement are in U.S. Dollars. City shall pay, indemnify, and hold Consultant harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other taxes or governmental charges of any nature, including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to City and any services rendered to City; provided, however, that City shall not be responsible for paying any taxes imposed on, or with respect to, Consultant's income, revenues, gross receipts, personnel, or real or personal property or other assets. The Parties acknowledge and agree that the Service Fees paid by the City to Consultant are inclusive of any duties, customs fees, levies, imposts, and taxes, and that the City's obligation to pay, indemnify, and hold Consultant harmless for any duties, customs fees, levies, imposts, and taxes shall not cause the total amount to be paid by the City under this Agreement to exceed the sum of \$132,405.00 in Section 2.b, above.

3. Additional Work.

If changes in the Scope of Work, Services, and/or access and use of Licensed Software seem merited by Consultant or the City, and informal consultations with the other Party indicate that a change is warranted, it shall be processed in the following manner: A letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and reviewed and revised by Consultant, provided that such amendment will not be binding on either Party until it has been mutually agreed to and executed by both Parties. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant, and copies of the foregoing shall be made available once a year with reasonable notice during the Term and for four (4) years from the date of final payment under this Agreement for inspection by City.

5. Term.

The term of this Agreement shall commence on the Effective Date and continue for an initial period of five (5) years therefrom (the "**Initial Term**"), and shall automatically renew for successive one (1) year periods unless either party notifies the other of its intention not to renew at least ninety (90) days before the end of the then-current term (collectively, the "**Term**").

If the City terminates prior to the end of the Initial Term of five (5) years, the City shall not be liable for cost incurred after the effective date of termination. For avoidance of doubt, all amount paid are non-refundable unless agreed otherwise by the Parties. Consultant shall perform its Services in a prompt and timely manner within the Term of this Agreement and shall, subject to City's payments of any amount owed, commence performance upon receipt of written notice from the City to proceed ("**Notice to Proceed**"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-

performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; error in the coding of electronic files, Internet or other network “brownouts” or failures, power failures, novelty of product manufacture or other unanticipated product development problems, judicial restraint and acts of civil and military authorities.

b. Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to limit the resulting delay in performance, to mitigate the harm or damage caused by such delay, and to resume performance of this Agreement.

7. Compliance with Law.

a. Both Parties shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

8. Standard of Care; Security.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

a. Internet Security. Consultant's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. The City is solely responsible for the security and integrity of information it transfers from the Licensed Software, if any. Consultant makes no representations or warranties to the City regarding (a) the security or privacy of the City's network environment; or (b) any third-party technologies' or services' ability to meet the City's security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. The City is solely responsible for ensuring a secure environment for information it transfers from the Licensed Software, if any. Further, the City acknowledges and agrees that Consultant does not operate or control the Internet and that Consultant shall have no responsibility or liability in connection with a breach of security or privacy regarding the Licensed Software or information contained therein that is caused by (a) viruses, worms, Trojan horses, or other undesirable data or software; (b) unauthorized users, e.g., hackers; or (c) any other third party or activity beyond Consultant's reasonable control; in each of the foregoing cases, except to the extent caused by Consultant's breach of Sections 8.d (Privacy and Security Standards) or 8.e (PCI Compliance), below.

b. Remote Access Security. In order to enable code development and support and maintenance of the software, Consultant may require remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through VPN access. Regardless of what method is used to provide remote access, or which party provides remote access

software, it is the City's responsibility to ensure that the remote access method meets the City's security requirements. Consultant makes no representations or warranties to the City regarding the remote access software's ability to meet the City's security or privacy needs. Consultant also makes no recommendation for any specific package or approach with regard to security. The City is solely responsible for ensuring a secure network environment.

c. Outbound Services Disclaimer. Outbound services are intended to create additional methods of communication for the City's Employees who use the Licensed Software in support of existing processes. These services are not intended to replace all interaction with the City's end users or Employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. The City acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Licensed Software, and the City acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Consultant, and that the City forever releases Consultant from any and all liability caused by (a) any failed call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy- outs; (b) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder; or (c) if City, its employees, or its end user suffer injury or damage due to the failure of outbound services to operate, even though the City does not know what or how extensive those injuries or damages might be, unless such losses were directly attributable to Consultant's gross negligence or willful misconduct.

d. Privacy and Security Standards. Consultant agrees that it will gather, collect, receive, generate, store, use, maintain, transmit, process, import, export, transfer and disclose the Licensee Data substantially in compliance with applicable data protection, security, breach notification and privacy laws, rules, regulations and industry standards to which Consultant is subject. Consultant shall, at all times, use reasonable measures to protect the confidentiality of the Licensee Data in its possession or care, including technical, administrative, and physical safeguards that are appropriate given the nature of the Licensee Data.

e. PCI Compliance. Consultant warrants that, during the Term of this Agreement, (a) all system components, people, processes, and the cardholder data environment that are used in Consultant's collection, transmittal, or other processing of PCI Data on behalf of the City are and shall remain compliant with the applicable provisions of PCI DSS; and (b) Selectron PayEngine™, Consultant's proprietary payment application, is and shall remain compliant with Payment Application Data Security Standard (PA-DSS). On an annual basis or upon the City's request, Consultant shall provide the City with an Attestation of Compliance or Attestation of Validation confirming such compliance.

f. Incident Response. In the event Consultant becomes aware of a confirmed or suspected Security Incident involving the unauthorized disclosure or theft of

Licensee Data and/or PCI Data, Consultant shall (a) notify the City; (b) cooperate in any investigation; (c) promptly take reasonable measures to prevent further unauthorized access or use of the Licensee Data and PCI Data; (d) cooperate with the City's notification to affected individuals if such notification is required by applicable law or regulation; and (e) perform all such other acts, or cooperate with the City's performance of all such other acts, that are required with respect to such Security Incident by applicable law or regulation.

g. Limited Scope of PCI Data Processing. The Parties acknowledge that Consultant's sole processing of PCI Data on behalf of the City shall consist of (a) collecting PCI Data needed to facilitate payments to the City; (b) transmitting such PCI Data to a third party payment gateway designated by the City; and (c) receiving confirmation via the payment gateway that the payment transaction has been completed. After transmittal of PCI Data to the payment gateway, Consultant will not retain, store, or continue to use or process such PCI Data.

h. Data Transfers Between City and Consultant. The Parties acknowledge that, to facilitate providing the Services and the Licensed Software, Consultant and the City shall regularly transfer Licensee Data to each other. The City, not Consultant, is responsible for providing and maintaining a secure file transfer protocol for such transfer of Licensee Data, and shall be responsible for maintaining the security of the system components, environment, and procedures of such file transfer protocol.

i. City's Privacy Practices. The City acknowledges that the Licensee Data includes information about individuals with whom the City, rather than Consultant, has direct relationships. Therefore, it is the City's obligation, and not Consultant's obligation, to provide any privacy notices or disclosures to, and obtain any consent from, such individuals as may be required by applicable law with respect to processing of the Licensee Data by Consultant on the City's behalf. The City represents, warrants, and covenants to Consultant that (a) the City has the authority to transmit the Licensee Data to Consultant; and (b) Consultant's collection, storage, transmittal, and other processing of the Licensee Data on behalf of the City, as described in the Documentation and this Agreement, does not and will not violate any applicable laws, regulations, ordinances, contracts, policies, orders, or decrees to which the City is subject.

9. Assignment and Subconsultant

Except in connection with a sale of all or substantially all of a Party's assets or equity, or in connection with a merger, reorganization, or change of control, each Party shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the other Party, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent and in breach of the foregoing shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

In the event a Party assigns, sublets, or transfers this Agreement or any rights under or interest in this Agreement in connection with or as a result of a sale of all or substantially all of that Party's assets or equity, that Party shall provide written notice as far in advance of the effectiveness of

such assignment, sublet, or transfer as is reasonably practical, provided neither Party will be obligated to give more than thirty (30) days written notice.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee or agent of City. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or employer-employee relationship. The work to be performed shall be in accordance with the work described in this Agreement.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Limits

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the Term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the Effective Date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three (3) years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the Effective Date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments.

(iii) The City may require the Consultant to provide complete copies of all insurance certificates evidencing policies in effect for the duration of the Project.

(iv) None of the City's officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. Infringement Indemnity Obligations of Consultant. Consultant shall defend any action brought against the City, its officials, officers, employees, volunteers, and agents ("**City Indemnitees**") to the extent it is based on a third party claim that use by the City of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes or misappropriates any valid United States patent, copyright, or trade secret. Consultant shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against the City Indemnitees in such action that are attributable to such claim. The City agrees to promptly notify Consultant of any known or suspected infringement or misappropriation of Consultant's proprietary rights of which the City becomes aware. Should the Licensed Software become, or be likely to become in Consultant's opinion, the subject of any claim of infringement, Consultant may, at its option (a) procure for the City the right to continue using the potentially infringing materials; (b) replace or modify the potentially infringing materials to make them non-infringing; or (c) terminate this Agreement and provide the City with a refund equal to the set-up fees paid by the City, less an amount equal to the depreciated portion of such fees calculated on a five (5) year straight line basis. This Section 12.a states the entire liability of Consultant and the exclusive remedy of the City with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

b. Non-Liability of Consultant for Infringement. Consultant shall have no liability for any claim based upon (a) the use, operation, or combination of the Licensed Software with non-Consultant programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; (b) use of other than the then-current, unaltered version of the Licensed Software that incorporates all Updates; (c) the City's or its agents' or Employees' activities after Consultant has notified the City that Consultant believes such activities may result in infringement; (d) any modifications to or markings of the Licensed Software that are not specifically authorized in writing by Consultant; (e) any third party software; (f) any Licensee Data; or (g) the City's breach or alleged breach of this Agreement.

c. Security Related Indemnity Obligations of Consultant. If an investigation performed by a qualified third party forensic investigator confirms that a Security Incident was caused solely by an act or omission of Consultant, including any security vulnerability in system components, procedures, or environments owned or controlled by Consultant, then Consultant

shall defend, indemnify, and hold harmless the City Indemnitees for, from and against all liabilities, costs, damages, fines, penalties, and expenses (including reasonable attorney's fees) incurred by the City as a result of such Security Incident, including the reasonable costs of investigation and reasonable costs of notification to affected individuals and providing credit monitoring or other fraud prevention services, but only to the extent such notification, credit monitoring, or other fraud prevention services are required by applicable laws, regulations, a court order or consent decree, or the terms of a settlement and release of claims arising from such Security Incident that Consultant has consented to (collectively, "**Losses**").

d. Non-Liability of Consultant for Security Related Claims. Consultant shall have no liability or obligation to defend or indemnify the City with respect to any Losses caused by the City's breach of Sections 8.h (Data Transfers Between City and Consultant) or 8.1 (City's Privacy Practices) or any Security Incident to the extent caused in whole or in part by an act or omission of the City or any third party (other than Consultant's subcontractors) or any of their affiliates, employees, directors, officers, agents, or contractors (other than Consultant), including without limitation any of the following acts or omissions: (a) their loss of control of any device; (b) their failure to maintain the confidentiality of log-in credentials; (c) their transmission of data via methods that are not secure; (d) their failure to maintain systems and environments that are compatible with any Update; (e) their violation of the applicable terms of this Agreement or any applicable laws, regulations, or industry standards; or (f) any vulnerability in their environment, systems, hardware, software, or physical or administrative security safeguards or procedures, including without limitation any vulnerability in the file transfer protocol maintained by the City pursuant to Section 8.h (Data Transfers Between City and Consultant).

e. Conditions for Indemnification. The indemnification obligations herein shall only apply if (i) the party to be indemnified (the "**Indemnitee**") notifies the party obligated to indemnify them (the "**Indemnitor**") in writing of a claim promptly upon learning of or receiving the same; and (ii) the Indemnitee provides the Indemnitor with reasonable assistance requested by the Indemnitor, at the Indemnitor's expense, for the defense and settlement, if applicable, of any claim. The Indemnitee's failure to perform any obligations or satisfy any conditions under this Section 12.e shall not relieve the Indemnitor of its obligations hereunder except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

f. Control of Defense. After receipt of notice of a claim, the Indemnitor shall be entitled, if it so elects, at its own cost, risk and expense (a) to take control of the defense and investigation of such lawsuit or action; and (ii) to employ and engage attorneys of its own choice to handle and defend the same; *provided, however*, that the Indemnitee's consent shall be required for any settlement that does not include a full release of all claims. If the Indemnitor fails to assume the defense of such claim within ten (10) business days after receipt of notice of the claim, the Indemnitee will (upon delivering notice to such effect to the indemnitor) have the right to undertake, at the Indemnitor's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor; provided, however, that such claim shall not be compromised or settled without the written consent of the Indemnitor. The Party that assumes control of the defense of the claim will keep the other Party reasonably informed of the progress of any such defense, compromise or settlement. Notwithstanding the foregoing, the Indemnitee shall be entitled to conduct its own defense at the cost and expense of the Indemnitor if the Indemnitee establishes that the conduct of its defense by the Indemnitor would reasonably be likely to prejudice materially the Indemnitee due to a conflict of interest

between the Indemnitee and the Indemnitor; and provided further that in any event, the Indemnitee may participate in such defense at its own expense.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“**Prevailing Wage Laws**”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended

from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. [Reserved.]

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the Superior Court of California for the County of San Mateo or the United States District Court for the Northern District of California. The Parties herein consent to the exercise of personal jurisdiction by such courts.

17. Termination

a. Termination for Default. If either Party materially defaults in any of its obligations under this Agreement, the non-defaulting Party, at its option, shall have the right to terminate this Agreement by written notice to the other Party unless, within sixty (60) calendar days after written notice of such default, the defaulting Party cures the default, or, in the case of a default which cannot with due diligence be cured within a period of sixty (60) calendar days, the defaulting Party institutes within the sixty (60) day-period substantial steps necessary to cure the default and thereafter diligently prosecutes the same to completion.

Notwithstanding anything herein to the contrary, in the event the City breaches the EULA or Sections 1.b.(ii) (Software Restrictions), 1.b.(v) (Proprietary Rights) and/or 1.b.(vi) (Proprietary Information) of this Agreement, Consultant may immediately terminate this Agreement. In the event one Party becomes aware of any breach of this Agreement, including the EULA or Sections 1.b.(ii) (Software Restrictions), 1.b.(v) (Proprietary Rights) and/or 1.b.(vi) (Proprietary Information) of this Agreement, that Party shall notify the other Party within twenty-four (24) hours of the discovery of such breach.

b. Termination for Bankruptcy. Either Party may terminate this Agreement if the other Party (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof

c. Effect of Termination. Upon the expiration or termination of this Agreement, all rights and licenses granted to the City hereunder shall immediately and automatically terminate. Within ten (10) days after any termination or expiration of this Agreement, the City shall, at its sole expense, return to Consultant (or destroy, at the Consultant's election) all Licensed Software and Proprietary Information of Consultant (and all copies, summaries, and extracts thereof) then in the possession or under the control of the City and its current or former employees. The City shall furnish to Consultant an affidavit (or declaration) signed by the City Manager, or his/her/their designee, certifying that, to the best of his/her/their knowledge, such delivery or destruction has been fully effected. Termination of this

Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity, and shall not relieve either party of liability for breaches occurring prior to the effective date of such termination. Any provisions that would reasonably be expected by the parties to survive termination of this Agreement shall survive such termination, including without limitation the provisions of the EULA and Sections 1(a) (Definitions), 1(b)(ii) (Software Restrictions), 1(b)(iii) (Proprietary Information), 1(b)(iv) (Rights in Aggregate Data), 1(b)(v) (Proprietary Rights), 2 (Compensation) (with respect to amounts accrued but as-yet unpaid), 1(b)(vi) (Proprietary Information), 19 (Limitation of Liability), and 17(c) (Effect of Termination).

18. Representations and Warranties.

a. Mutual Representations. Each Party represents and warrants to the other Party that the execution, delivery and performance of this Agreement (a) is within its corporate, municipal, or governmental powers, as the case may be; (b) has been duly authorized by all necessary corporate, municipal, or governmental action on such Party's part; and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any law, regulation, judgment, decree or order, or any contract, agreement, or other undertaking, applicable to such party.

b. Limited Software Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Consultant represents and warrants to the City that the Licensed Software, when used in accordance with the Documentation, shall throughout the Term substantially conform to the functional specifications in such Documentation. If the City finds what it reasonably believes to be a failure of the Licensed Software to substantially conform to the functional specifications in the Documentation, and provides Consultant with a written report that describes such failure in sufficient detail to enable Consultant to reproduce such failure, Consultant shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to the City in accordance with Exhibit B hereto.

EXCEPT FOR THE EXPRESS WARRANTY ABOVE, CONSULTANT PROVIDES THE LICENSED SOFTWARE TO THE CITY "AS IS" AND "AS AVAILABLE." CONSULTANT MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY CONSULTANTS, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT.

This Section states the entire liability of Consultant and the sole and exclusive remedy of the City with respect to any breach of the foregoing express warranty.

c. Limited Services Warrant and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Consultant warrants that the Services shall be performed in a professional and workmanlike manner. Consultant's sole obligation, and the City's exclusive

remedy for breach of the foregoing warranty, is that Consultant shall use its commercially reasonable efforts to re-perform the Services or otherwise cure such breach. If, in Consultant's sole judgement, curing the breach is not commercially feasible, Consultant shall credit the City for a portion of the fees allocable to the affected period of time that is proportionate to the period the Services or the City's ability to access or use the Licensed Software was impaired.

d. Disclaimer of Other Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 18 AND SECTION 8.e (PCI Compliance) CONSTITUTE THE ONLY WARRANTIES MADE BY CONSULTANT WITH RESPECT TO THE LICENSED SOFTWARE AND THE SERVICES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. CONSULTANT MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

CONSULTANT DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE LICENSED SOFTWARE SHALL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. THE CITY ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS SECTION 18 AND SECTION 8.e (PCI Compliance) OF THIS AGREEMENT.

e. Defects Not Covered by Warranties. Consultant shall have no obligations under Section 18.b (Limited Software Warranty and Exclusive Remedy) to the extent any nonconformance or failure of, or error in, the Licensed Software is caused by (a) use of any attachment, feature, hardware, software, or device in connection with the Licensed Software, or combination of the Licensed Software with any other materials or service, unless the combination is performed by Consultant; (b) transportation, neglect, misuse, or misapplication of the Licensed Software, or any use of the Licensed Software that is not in accordance with this Agreement, the EULA, and/or the Documentation; (c) alteration, modification, or enhancement of the Licensed Software, except as may be performed by Consultant; (d) failure to provide a suitable use environment for all or any part of the Licensed Software; or (e) failure to maintain systems and environments that are compatible with Updates.

19. Limitation of Liability

a. Limited Remedy. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL CONSULTANT OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR, OR BE OBLIGATED TO INDEMNIFY CITY FOR, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF SELECTRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED.

b. Maximum Liability. Notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Consultant's entire liability arising from or relating to this Agreement or the subject matter hereof, under any legal theory (whether in contract, tort or otherwise), shall not exceed the amounts actually received by Consultant from City hereunder in the eighteen (18) months immediately preceding the action that gave rise to the claim. City acknowledges that the Service Fees reflect the allocation of risk set forth in this Agreement and that Consultant would not enter into this Agreement without the limitations on liability set forth in this Agreement.

20. Organization.

Consultant shall assign **Brandon Simchuk** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notices.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Burlingame
501 Primrose Road
Burlingame, CA 94010
Attn: Community Development Director

CONSULTANT:

Selectron Technologies, Inc.
13535 SW 72nd Avenue Suite 200
Portland, OR 97223
Attn: Todd Johnston

--with copy to--

City Attorney, City of Burlingame
501 Primrose Road
Burlingame, CA 94010

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified, amended, or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and permitted assigns of each Party to this Agreement.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing. The waiver by either party of a breach or default under any provision of this Agreement shall not be construed as a waiver of any subsequent breach or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder, operate as a waiver of any right or remedy.

29. [Reserved.]

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall

have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32. Captions and Section Headings. The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

33. Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

34. Injunctive Relief. In the event that either Party breaches any provision of the EULA or Sections 1(b)(ii) (Software Restrictions), 1(b)(iii) (Proprietary Information), or 1(b)(v) (Proprietary Rights), or any other material provision of this Agreement, the Parties acknowledge and agree that there may be no adequate remedy at law to compensate for such breach, that any such breach may result in irreparable harm that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, either Party shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond or other security), in addition to whatever remedies may be available law, in equity, under this Agreement, or otherwise.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AGREEMENT FOR SERVICES AND LICENSE OF SOFTWARE BY
AND BETWEEN THE CITY OF BURLINGAME AND SELECTRON TECHNOLOGIES, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first
written above.

CITY OF BURLINGAME

Approved By:

Signature

Lisa K. Goldman

Name

City Manager

Title

Date

Attested By:

City Clerk

Approved As To Form:

City Attorney

SELECTRON TECHNOLOGIES, INC.

Signature

Todd Johnston

Name

President/CEO

Title

Date

7/24/25

EXHIBIT A
Scope of Work

Relay Permit IVR:

The Relay Permit IVR will provide a 24x7 inspection scheduling solution for contractors and homeowners in Burlingame. Using a touchtone phone, users will be able to schedule, cancel and reschedule inspections, and leave a message for the inspector. Users may select an AM or PM option when requesting an inspection; Selectron will automatically limit the number of AM & PM inspection requests per City-defined business rules. Selectron will integrate with the City's TRAKiT system via Fusion and with assistance from City personnel. Fusion must be installed and functioning prior to development.

Selectron will add the custom functionality to limit inspections change to 4 limit options and provide an inspection scheduled confirmation email receipt.

City-defined personnel will have access to the Relay Portal for all system administration and reporting needs. The Relay Portal is a web-based application that only requires a web connection and user account to utilize.

Selectron values long-term partnerships with our customers and offers discounted solution pricing based on a five-year term commitment. All pricing illustrated below assumes the City can sign a five-year agreement with Selectron; contracts including non-appropriations or termination for convenience without penalty are not eligible for this pricing.

5-Year Cost Summary

Year over Year Pricing

	Year 1 1/1/25- 12/31/25	Year 2 1/1/26- 12/31/26	Year 3 1/1/27- 12/31/27	Year 4 1/1/28- 12/31/28	Year 5 1/1/29- 12/31/29	TOTAL
IVR Annual Platform & Call Fee (20,000 Inbound Calls)	\$17,700	\$17,700	\$17,700	\$17,700	\$17,700	\$88,500
Custom Functionality Professional Services Setup Fee	\$17,100	\$0	\$0	\$0	\$0	\$17,100
Custom Functionality Annual Fees	\$4,065	\$5,420	\$5,591	\$5,770	\$5,959	\$26 805
TOTAL	\$38,865	\$23,120	\$23,291	\$23,470	\$23,659	\$132,405

MANAGED SERVICE PAYMENT TERMS

Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API (Fusion), user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to CentralSquare.

Setup Fee Payment Schedule

- 45% Invoiced upon execution of contracts
- 55% Invoiced upon delivery of product for User Acceptance Testing

Annual Fees and Call Fees

- 100% Invoiced upon contract execution and then 45 days prior to the beginning of the next service period. If applicable, per message overage fees are charged monthly in arrears after included limits has been reached.

Call Definition

IVR Services are provided by the Call. A Call is defined as a successful completed connection. A Call can be up to 4 minutes in length, with each additional 4-minute period counted as an additional Call. When a caller initiates a transfer from the IVR, this results in an additional Call being counted.

Per call overage fees are charged monthly after included call limit has been reached. Additional calls over 20,000 annual calls will be charged at \$0.50 per call. Additional Outbound Messages are billed at \$.15 per message.

Taxes

Sales Tax or any other applicable taxes are **NOT** included in any of this proposal's pricing information.

Payment Terms

Terms are net 30 from date of invoice. Past due invoices are subject to a 1.5% per month late fee. All presented pricing is in US Dollars.

Vendor Information

Selectron Technologies, Inc.
13535 SW 72nd Avenue, Suite 200
Portland, Oregon 97223
Phone: 866.878.0048 | Fax: 503.443.2052

EXHIBIT B

Maintenance and Technical Support

This Exhibit describes the software maintenance and support services that Selectron shall provide for Licensee.

I. Definitions

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

A. “Error” means any failure of the Licensed Software to conform in any material respect with the Documentation.

B. “Error Correction” means either a bug fix, patch, or other modification or addition that brings the Licensed Software into material conformity with the Documentation.

C. “Priority A Error” means an Error that renders Licensed Software inoperative or causes a complete failure of the Licensed Software, as applicable.

D. “Priority B Error” means an Error that substantially degrades the performance of Licensed Software, as applicable, or materially restricts Licensee’s use of the Licensed Software, as applicable.

E. “Priority C Error” means an Error that causes only a minor impact on Licensee’s use of Licensed Software, as applicable.

II. Error Reporting and Resolution

A. Error Reporting. Selectron shall provide Licensee with telephone customer support twenty-four (24) hours per day, seven (7) days per week for the reporting of Priority A Errors, and telephone support during Selectron’s normal business hours for the reporting of Priority B and Priority C Errors, in each event excluding Selectron holidays.

B. Licensed Software Error Resolution. Selectron shall use commercially reasonable efforts to: (a) notify applicable Vendors of all Licensed Software Errors properly reported by Licensee in accordance with Section II(A) of this Exhibit B; (b) make available to Licensee any Error Corrections that are made available by such Vendor(s) to Selectron promptly after such Error Corrections are delivered to Selectron; and (c) update Licensee with respect to the progress of the resolution of all Licensed Software Errors.

C. Error Resolution. Licensee shall report all Errors in the Licensed Software to Selectron in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring, and shall reasonably classify the Error as a Priority A, B, or C Error. Selectron shall use commercially reasonable efforts to correct any Error in the Licensed Software reported by Licensee, in accordance with the priority level actually assigned by Selectron to such Error, as follows:

1. Priority A Errors. In the event of a Priority A Error, Selectron shall, within two (2) hours of receiving Licensee’s report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within twenty-four (24) hours of receiving Licensee’s report of such Error, and an Error Correction within forty-eight (48) hours of receiving Licensee’s report. Selectron shall provide Licensee with periodic reports (no less frequently than once every eight (8) hours) on the status of the Error Correction.

2. Priority B Errors. In the event of a Priority B Error, Selectron shall, within six (6) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within forty-eight (48) hours of receiving Licensee's report of such Error, and an Error Correction within six (6) business days of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every twelve (12) hours) on the status of the Error Correction.

3. Priority C Errors. In the event of a Priority C Error, Selectron shall, within two (2) business days of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within six (6) business days of receiving Licensee's report of such Error, and an Error Correction within three (3) weeks of receiving Licensee's report. Selectron shall provide Licensee with periodic reports on the status of the Error Correction.

EXHIBIT C
Statement of Work



Statement of Work

Burlingame, CA

Relay

PERMIT PACK

1. Overview	2
1.1. Revision History.....	2
2. Functionality.....	3
2.1. The Relay Platform	3
2.2. Permits Pack.....	3
3. System Integration.....	5
3.1. Application Database Interfaces	5
4. Deployment Model.....	5
5. Administrative Tasks.....	6
5.1. Activity Widgets	6
5.2. Run System Reports	6
6. Responsibilities.....	8
6.1. Selectron Technologies, Inc.....	8
6.2. Burlingame, CA.....	9

1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Burlingame, CA (Burlingame or Customer). The Statement of Work has been updated to include that the Limit Inspections functionality now includes 4 time ranges for scheduling instead of 2. Additionally, the Limit Inspections Manager will be updated to allow 4 time ranges. The features, functionality, and services are provided through Selectron Technologies' Relay communication platform (Relay).

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	03/30/2022
2.0	Updated Limiting Inspection features, added Email Confirmation, removed Relay Outbound functionality	8/6/2024

2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of Burlingame's TRAKiT application database to provide the given data to Relay.

2.1. The Relay Platform

The Customer's solution is powered by Selectron's Relay platform. Relay is a multi-channel, multi-department platform designed to connect customers, government agencies, and utilities. The Relay platform uses a number of different application packs specific to the market being served. In addition to each application pack, the Relay channels include interactive voice response (IVR), web, outbound, call center agent assistance, and interactive texting capabilities all in a single platform.

The following sections detail the functionality that will be implemented for the Customer. Additional channels, applications, and integrations that are not specified in this SOW are not included but may be able to be added to the system under a supplemental statement of work.

2.1.1. Application Packs and Channels

The Customer's solution includes the following application pack and channels:

- Application packs:
 - Permits Pack
- Channels:
 - IVR

2.2. Permits Pack

The Customer's solution will be configured with the Relay Permits Pack. The Permits Pack offers community development agencies the ability to provide their citizens and contractors with a central point of access for permit and inspection information and services. Through available Relay channels, citizens and contractors using a permit number can communicate with the department 24/7 and 365 days a year. Callers will be able to enter a permit number and perform a variety of actions.

All permit, inspection, and/or code information is made available through an API to the Customer's application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.2.1. IVR Channel

The IVR Channel for the Permits Pack provides callers with an Interactive Voice Response (IVR) system for accessing and posting permit information. The IVR offers functionality in the form of a Contractor Menu and an Inspector Menu.

- Contractor Menu
 - Access inspection results
 - Leave comments for Inspector
 - Schedule/reschedule inspections
 - Cancel inspections
 - Hear site address for the permit
- Inspector Menu
 - Post inspection results
 - Post correction codes
 - Leave Message for contractor

In addition to the above features, the following add-ons are included with this implementation of the Relay Permits Pack:

- Limit Inspections

Using the Contractor Menu, a contractor can enter a permit number to access permit information and functions. Upon entering a valid permit number, the user can schedule, reschedule, and/or cancel inspections. After an inspection has been scheduled/rescheduled/canceled, the caller will receive a confirmation number. Additionally, contractors can use the IVR to access inspection results, including any associated correction codes and descriptions. Finally, the contractor can access messages left for them by an inspector or leave a message for an inspector.

Using the Inspector Menu, accessible via a hidden main menu option, an inspector can enter a permit number to post inspection results via the IVR. When posting results, the caller must enter a valid Inspector PIN number (or some other validation number to be determined during implementation). The PIN can be determined by the Customer, but must be validated by the database. When posting results, inspectors can add correction codes and leave a message for the contractor.

If desired, callers can receive the option to transfer to an agent. If a caller requests a transfer, the Relay IVR transfers the caller to a number specified by the Customer.

IVR service requires a local-to-customer phone number. Selectron can either use an existing number provided by customer, or obtain and provide a number if needed. IVR Services are provided by the Call. A Call is defined as a successful completed connection. A Call can be up to 4 minutes in length, with each additional 4-minute period counted as an additional Call. Actions such as transfer that result in multiple connected circuits are counted on the per circuit basis and are measured for the duration of the connection including the time after a transfer occurs.

2.2.2. Add Ons

The following Add Ons are included with the Customer's Permits Pack. These add-ons provide additional functionality for the channel(s) purchased as part of this Relay solution.

2.2.2.1 Limit Inspections

The proposed solution will have four different time range options for callers to choose from when scheduling their inspection:

Early AM from 9am - 10:30am
Late AM from 10:30am – 12pm
Early PM from 1pm - 2:30pm
Late PM from 2:30pm – 4pm

Customer administrators will have access to an interface that will allow them to adjust the AM and PM limits on specific days of the week.

2.2.2.2 Schedule Confirmation Email

After an inspection is scheduled via IVR, a confirmation of the scheduled inspection will be delivered via email with the permit data and inspection date/time to the contact on listed under INSPECTION RESULT CONTACT in the Customer's backend database. If multiple inspections were scheduled in the same call, the solution will send a single email with all the inspection types scheduled.

3. System Integration

Depending on the implemented features, Relay requires varying levels of integration with other database components. These are described in the following sections.

3.1. Application Database Interfaces

It is anticipated that Selectron will be integrating with the Customer's backend application database. All data-based interactivity on the solution is reliant upon data being available via the application vendor APIs.

During the implementation phase, if necessary data are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and result in additional professional service fees.

4. Deployment Model

This implementation of Relay will be deployed on premise.

For virtual or physical servers, relay requires these minimum specifications:

- Quad-Core Intel Processor
- 16gb RAM
- MS Windows 2016
- VMWare ESXi v6.7 (or newer)
- 50 GB allocated disk space

If the customer is providing SQL:

- Microsoft SQL Server 2016 or 2019

5. Administrative Tasks

This section details administrative tasks that can be performed to manage Relay. All system administration for Relay is handled through the Relay Portal web application. The Customer's administrator will be provided with user credentials for Relay Portal during the implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned per-user; permissions govern the functionality available to a given user.

The Relay Portal provides administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings. The Relay Portal is supported on Chrome, Firefox, Microsoft Edge, and Safari.

5.1. Activity Widgets

The Customer's solution is equipped with the following dashboard widgets, allowing for the easy tracking of daily activity and statistics.

Activity

- Call Activity – Tracks and reports call activity with line graph
- IVR Usage – Display call statistics, including peak (concurrent) call activity
- Inspection Widget – Tracks and reports inspection activity with displayed numbers

Support System

- Premier Pro Status Widget – Tracks and reports Premier Pro status data; displays next update
- System Status Widget – Tracks status of the system through Ping and Database displays
- Today Widget – Displays date, holiday, office hours, and greeting information

5.2. Run System Reports

Administrators will be able to run system reports via the Relay Portal.

5.2.1. Reports Center

- Running / Saving Reports - Depending on your permissions, the Reports Center has a large number of system, activity, and usage reports that you can run. Saving a Report - To save a report (including how you have set the filters), click the desired file type you want to download, either PDF or Excel. The Portal will automatically generate the file and allow you to download it.

The solution will also be equipped to provide the following reporting functions:

5.2.1.1 Activity Reports

- Call Activity Report - This report provides a graph of different activity types performed by callers on the IVR over a relative span of time (hour over hour, day over day, month over month, and more).
- Call Activity Detail Report - Use this report to find a specific call or group of calls. Search by date/time, the caller's phone number, or other identifying information to find calls of interest.
- Call Statistics Report - This report provides aggregate facts and statistics about calls into the IVR including average call lengths, longest calls, and whether or not actions were completed by callers.
- Email Activity Report - This report provides a list of all emails sent on a specified date.
- IVR Usage Report - This report provides data on peak (concurrent) calls and average calls, hour by hour, over a selected date range.
- Multiple Calls Report - This report provides insight on how many times incoming phone numbers have called the IVR within a specified range of time.
- System Status Report - See a log of system events, including reboots and changes in the system's overall status or health.
- Relay Permits Reports
- Inspector Posting Activity Report - This report provides a summary of inspector posting activity, per day of the week, within the specified date range. The report lists inspector names and the number of inspections resulted each day.
- Inspections Summary Report - This report provides a summary of inspection scheduling activity per day within the specified month and year. The report lists the number of inspections scheduled and canceled on the IVR each day.

6. Responsibilities

6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

6.1.2. Provide Documentation

The Project Manager provides the Customer with the documents to help facilitate the service implementation process. Some or all of these may be provided depending on the scope of the project.

- Implementation Questionnaire- gathers critical information needed to set up and initiate the service. This includes information on the toll-free numbers, call volume, APIs.
- Remote Access Questionnaire- details information that Selectron Technologies needs to remotely access the Customer's network and application database prior to system initiation, allowing for complete system testing.
- Implementation Timetable- details project schedule and all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

6.1.3. Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- IVR call flow design

Software development can begin once these design elements are completed and approved by the Customer.

6.1.4. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the

application database and the general ability for a customer to successfully access live data and complete a transaction.

6.1.5. Provide Installation and Administrative Training

Selectron will provide remote training for the Relay solution. All installation is handled by Selectron technical staff at our remote hosting facility.

6.1.6. Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- IVR phone number(s)
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

6.1.7. Interface Upgrades

After service initiation, the Customer's database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any of the Customer's application databases (or other application database software) may require professional services outside the scope of this service.

6.2. Burlingame, CA

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

6.2.1. Return Questionnaires and Information

Selectron Technologies' Project Manager provides the Customer with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

6.2.2. Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme

6.2.3. Approve Channel Configuration

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- IVR call flow design

Once the channel design(s) have been approved, software development begins.

6.2.4. Provide Remote Network Access to Application Database(s)

To fully test the interactive solution, Selectron Technologies requires access to the Customer's application database(s) prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help identify the necessary requirements.

If remote access is not granted, the Customer should inform the Project Manager immediately. While system installation can be successful without prior access to the database, additional, post-installation development and testing time will be necessary, significantly delaying system activation.

6.2.5. Provide System Access

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could disrupt service for the interactive

solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application Database, the payment gateway, or the network are modified. The Customer is responsible for providing Selectron with appropriate application database and payment gateway network access as defined in the System Integration section.

6.2.6. Confirm Service Functionality

The Customer has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period, the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

6.2.7. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgment to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.

EXHIBIT D
SELECTRON TECHNOLOGIES, INC.
END USER LICENSE AGREEMENT

This End User License Agreement (this “**EULA**”) is part of a Master Services and Hosting Agreement (the “**Master Agreement**”) between Selectron Technologies, Inc., an Oregon corporation (“**Selectron**”, “**we**”, “**our**”, or “**us**”) and the person or entity identified in the Master Agreement as the Licensee purchasing Services from us (“**Licensee**”). This EULA governs use by Licensee and all natural persons to whom Licensee provides access to the Licensed Software (each, an “**Authorized User**”). In this EULA, unless the context clearly indicates otherwise, all references to “**you**,” or “**your**” means both the Licensee and the Authorized User. All capitalized terms used but not defined in this EULA have the meanings given to them in the Master Agreement.

SELECTRON PROVIDES THE LICENSED SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, SELECTRON WILL NOT AND DOES NOT LICENSE THE LICENSED SOFTWARE TO YOU, AND YOU MUST NOT USE OR ACCESS THE SOFTWARE.

1. License Grant. Subject to your strict compliance with this EULA, Selectron hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Licensed Software solely in accordance with the Documentation, the Master Agreement, and this EULA, for Licensee's internal business purposes. The foregoing license will terminate immediately on the earlier to occur of:

- (a) the expiration or earlier termination of the Master Agreement between Selectron and Licensee; or
- (b) your ceasing to be authorized by Licensee to use the Licensed Software for any or no reason.

2. Scope of License. Subject to and conditioned upon Licensee's timely payment of the fees set forth in the Master Agreement and your strict compliance with all terms and conditions set forth in this EULA and the Master Agreement, you have a limited right and license to:

- (a) Use and access the Licensed Software in accordance with this EULA and the Documentation, solely for Licensee's internal business purposes.
- (b) Download, display, and use the Documentation, solely in support of Licensee's use and access of the Licensed Software in accordance herewith.
- (c) Download, display, copy, use, and create derivative works of reports and structured data generated using the Licensed Software, solely for Licensee's internal business purposes.

3. Copies. All copies of the Licensed Software and Documentation made by you:

- (a) Will be the exclusive property of Selectron;
- (b) Will be subject to the terms and conditions of the Master Agreement and this EULA; and

(c) Must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

4. Use Restrictions. You shall not, directly or indirectly:

(a) Use the Licensed Software beyond the scope of the license granted in the Master Agreement and Section 2 of this EULA;

(b) Copy all or any portion of the Licensed Software, except as expressly permitted in Section 2 of this EULA;

(c) Decompile, disassemble, decode, or otherwise reverse engineer the Licensed Software, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Licensed Software or any portion thereof;

(d) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or any part thereof;

(e) Provide any other person, including any subcontractor, independent contractor, affiliate, service provider, or other employee of Licensee, with access to or use of the Licensed Software, except as expressly permitted by the Master Agreement or this EULA;

(f) Distribute, disclose, market, rent, lease, lend, sell, timeshare, sublicense, assign, distribute, pledge, publish, transfer or otherwise make available the Licensed Software or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service, except as expressly permitted by the Master Agreement or this EULA;

(g) Use the Licensed Software for the commercial or other benefit of a third party;

(h) Permit the Licensed Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party;

(i) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices, legends, symbols, or labels appearing on or in the Licensed Software, including any copy thereof;

(j) Perform, or release the results of, benchmark tests or other comparisons of the Licensed Software with other software or materials;

(k) Incorporate the Licensed Software or any portion thereof into any other materials, products, or services, except as expressly permitted by the Master Agreement or this EULA;

(l) Use the Licensed Software for any purpose other than in accordance with the terms and conditions of this EULA and the Master Agreement.

(m) Use the Licensed Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including (i) power generation systems; (ii) aircraft navigation or communication systems, air traffic control systems or any other transport management systems; (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications or

any police, fire or other safety response systems; (iv) military or aerospace applications, weapons systems or environments;

(n) Use the Licensee Data or the Licensed Software in any way that is fraudulent, misleading, or in violation of any applicable laws or regulations (including federal, state, local, and international laws and regulations), including but not limited to export or import control laws, information privacy laws, and laws governing the transmission of commercial electronic messages; or

(o) Use the Licensed Software for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Selectron's commercial disadvantage.

5. Collection and Use of Information. Selectron may, directly or indirectly through the services of others, including by automated means and by means of providing maintenance and support services, collect and store information regarding your use of the Licensed Software, its performance, the equipment through which the Licensed Software accessed and used, such as dates and times of use by each Authorized User, activities conducted using the Licensed Software, the type of web browser used to access the Licensed Software, the operating system/platform you are using, your IP address, and your CPU speed. You agree that the Selectron may use such information for any purpose related to the Licensed Software, including but not limited to improving the performance of the Licensed Software, developing Updates, and verifying compliance with the terms of this Agreement and enforcing Selectron's rights, including all intellectual property rights in and to the Licensed Software.

6. Intellectual Property Rights. You acknowledge that the Licensed Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Licensed Software under this EULA or the Master Agreement, or any other rights to the Licensed Software other than to use the Licensed Software in accordance with the license granted under this EULA and the Master Agreement, subject to all terms, conditions and restrictions contained therein and herein. Selectron reserves and shall retain its entire right, title and interest in and to the Licensed Software and all intellectual property rights arising out of or relating to the Licensed Software, subject to the licenses expressly granted in the Master Agreement and this EULA. You shall use commercially reasonable efforts to safeguard all Licensed Software (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.

7. Login Credentials. You, the Authorized User, shall not share or disclose your log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. If you discover or suspect that log-in credentials of any Authorized User have been accessed or used by anyone other than the individual to whom such log-in credentials were originally granted, you will promptly notify Selectron, and Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

8. Export Regulation. The Licensed Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Licensed Software to, or make the Licensed Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software available outside the US.

9. Governing Law. This EULA shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California.