

**CITY OF CHULA VISTA
CONSULTANT SERVICES AGREEMENT
WITH SELECTRON TECHNOLOGIES, INC.
TO PROVIDE SOFTWARE UPGRADE, LICENSING, SUPPORT, AND MAINTENANCE SERVICES**

This Agreement is entered into effective as of December 1, 2022 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and SELECTRON TECHNOLOGIES, INC., an Oregon Corporation (“Consultant”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, City requires interactive voice response (IVR), dynamic outbound notification messaging, and field inspection management solutions that integrate with the City’s permitting software; and

WHEREAS, in order to procure these services, Consultant was chosen based on Consultant’s unique qualifications, including status as previous provider of IVR services to City and preferred partner status with City’s permitting software; on this basis, Consultant was awarded the contract on a “sole source” basis under the authority of Chula Vista Municipal Code Section 2.56.090.B.3; and

WHEREAS, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Consultant to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Consultant hereby agree as follows:

1. SERVICES

1.1 Required Services. Consultant agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A and Exhibit D, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A and Exhibit D shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. By mutual written agreement, the parties may reduce the Required Services to be performed by the Consultant under this Agreement. If Consultant agrees to do so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Consultant provide additional services related to the Required Services (“Additional Services”). If Consultant agrees to do so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A including the additional compensation for any agreed-on Additional Services. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Consultant expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, or the willful misconduct of the Consultant or its subcontractors in accordance with the provisions of this Agreement.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Consultant to provide additional security for performance of its duties under this Agreement, Consultant shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Consultant shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Consultant shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Consultant shall submit for City’s information and approval a list of any and all subcontractors to be used by Consultant in the performance of the Required Services. Consultant agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Consultant to complete its obligations under this Agreement comply with all

applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Consultant under this Agreement, Consultant shall ensure that each and every subcontractor carries out the Consultant's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the Effective Date and shall terminate November 30, 2028 provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. Subject to City's Acceptance of Required Services in accordance with Exhibit D, City agrees to compensate Consultant in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Consultant agrees to provide City with annual invoices, containing the details described under this Section 2.2, in accordance with Exhibit D. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Consultant must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Consultant. Upon receipt of an invoice that complies with Section 2.2, City shall pay Consultant for the invoice amount in accordance with Exhibit D. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Reimbursement of Costs. City may reimburse Consultant's out-of-pocket costs incurred by Consultant in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Consultant shall be responsible for any and all out-of-pocket costs incurred by Consultant in the performance of the Required Services.

2.5 Exclusions. City shall not be responsible for payment to Consultant for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Consultant, its agents, employees, or subcontractors.

2.6 Payment Not Final Approval. Consultant understands and agrees that payment to the Consultant or reimbursement for any Consultant costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Consultant of the terms of this Agreement. If City believes that Consultant is not entitled to receive any amount of compensation already paid, City will notify Consultant in writing and the Parties will discuss the claim in good faith.

3. INSURANCE

3.1 Required Insurance. Consultant must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the "Required Insurance"). The Required Insurance shall also comply with all other terms of this Section.

32 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

33 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. For Workers' Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

34 Subcontractors. Consultant must include all sub-consultants/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-consultants must also comply with the terms of this Agreement.

35 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City's Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Consultant's insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

36 General Liability Coverage to be "Primary." Consultant's general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Consultant and in no way relieves Consultant from its responsibility to provide insurance.

37 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Consultant must procure and put into effect equivalent coverage(s).

38 Waiver of Subrogation. Consultant's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Consultant waives any right it may have or may obtain to subrogation for a claim against City.

39 Verification of Coverage. Prior to commencement of any work, Consultant shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Consultant has obtained the Required Insurance in compliance with the terms of this Agreement. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The "Retro Date" must be shown, and must be before the date of this Agreement or the beginning

of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Consultant’s obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Consultant maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Consultant shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, arising out of any death, physical injury, or property damage, in any manner arising out of any alleged acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors, in connection with the performance of the Required Services, the results of such performance, or this Agreement (“Indemnified Claims”). This indemnity provision does not include any claims, damages, liability, costs and expenses to the extent arising from and in proportion to the negligence or willful misconduct of the Indemnified Parties.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3. Costs of Defense and Award. Included in Consultant’s obligations under this Section 4 is Consultant’s obligation to defend, at Consultant’s own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties in connection with an Indemnified Claim. Subject to the limitations in this Section 4, Consultant shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any reasonable legal expenses and costs incurred by any of them in connection with an Indemnified Claim.

4.4. Consultant’s Obligations Not Limited or Modified. Consultant’s obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties. Furthermore, Consultant’s obligations under this Section 4 shall in no way limit, modify or excuse any of Consultant’s other obligations or duties under this Agreement.

4.6 Survival. Consultant's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONSULTANT.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and consultants performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Consultant shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Consultant is required to file a Form 700, Consultant warrants and represents that it has disclosed to City any economic interests held by Consultant, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Consultant warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor 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. Consultant further warrants and represents that, to Consultant's knowledge, no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Consultant or Consultant's subcontractors. Consultant further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. The Parties may terminate this Agreement for cause in accordance with section 11.2 of the Master Services and Hosting Agreement, attached hereto as Exhibit D.

6.2 Termination for Convenience of City. Subject to Section 11.1 of the Master Services and Hosting Agreement attached as Exhibit D, City may terminate this Agreement at any time and for any reason, with or without cause, by giving specific written notice to Consultant of such termination at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Consultant shall immediately cease all work under the Agreement. Consultant shall be entitled to receive compensation in the amount listed in Section 11.1 of the Master Services and Hosting Agreement attached as Exhibit D.

6.3 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.4 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only

in San Diego County, State of California.

65 Service of Process. Consultant agrees that it is subject to personal jurisdiction in California. If Consultant is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Consultant irrevocably consents to service of process on Consultant by first class mail directed to the individual and address listed under “For Legal Notice,” in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

&. Intentionally Omitted

8. GENERAL PROVISIONS

81 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

82 Assignment. City would not have entered into this Agreement but for Consultant’s unique qualifications and traits. Consultant shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City’s prior written consent, which City may grant, condition or deny in its sole discretion.

83 Authority. The person(s) executing this Agreement for City and Consultant warrants and represents that they have the authority to execute same on behalf of City and Consultant and to bind City and Consultant to its obligations hereunder without any further action or direction from City or Consultant or any board, principle or officer thereof.

84 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

85 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

86 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Consultant agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-consultants.

87 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

88 Independent Contractor. Consultant is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of Consultant’s officers, employees, or agents (“Consultant Related Individuals”), except as set forth in this Agreement. No Consultant Related Individuals shall be deemed

employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Consultant Related Individuals; instead, Consultant shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Consultant shall not at any time or in any manner represent that it or any of its Consultant Related Individuals are employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

89 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

8.11 Conflicts or Discrepancies. In the event of any direct conflicts between any provisions of this Agreement, the Selectron Technologies, Inc. Statement of Work, the Selectron Technology, Inc. Master Services and Hosting Agreement, the Selectron Technologies, Inc. Customer Quote WE6537, and any other documents related to the Required Services, the Parties acknowledge and agree that the conflict or discrepancy shall be resolved by giving precedence to the provisions of this Agreement.

8.12 Termination of Software License Agreement. The Parties hereby agree that on execution of this Agreement, the Software License Agreement between the Parties dated July 11, 2017 is terminated by the Parties mutual written agreement, and of no further force or effect, except that City will still be obligated to pay all amounts owed under the Software License Agreement which is reflected in the pricing in Exhibit D of this Agreement.

(End of page. Next page is signature page.)

**SIGNATURE PAGE
CONSULTANT SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Consultant agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

SELECTRON TECHNOLOGIES, INC.

CITY OF CHULA VISTA

BY: _____
MIKE HANNEGAN
DIRECTOR OF TECHNICAL SERVICES

BY: _____
MARIA V. KACHADOORIAN
CITY MANAGER

APPROVED AS TO FORM

BY: _____
Jill D.S. Maland
Lounsbery Ferguson Altona & Peak LLP
Acting City Attorney

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Jay Alvarado
City of Chula Vista
Development Services Department
276 Fourth Avenue, Chula Vista, CA 91910
619-409-5805
JayAlvarado@chulavistaca.gov

For Legal Notice Copy to:
City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Consultant Contract Administration:

SELECTRON TECHNOLOGIES, INC.
Todd Johnston, President
12323 SW 66th Avenue
Portland, OR 97223
503-443-1400
TJohnston@selectrontechnologies.com

For Legal Notice Copy to:
SELECTRON TECHNOLOGIES, INC.
Mike A. Cohen
Schwabe, Williamson & Wyatt
PacWest Center
1211 SW Fifth Avenue
Suite 1900
Portland, OR 97204
503-222-9981
mcohen@schwabe.com

2. Required Services

A. General Description:

Consultant will provide software upgrades, licenses, support, and maintenance services associated with interactive voice response (IVR), dynamic outbound notification messaging, and field inspection solutions that integrate with the City's permitting software.

Additional detail provided in Exhibit D, Master Services and Hosting Agreement and Exhibit E Selectron Technologies, Inc. Customer Quote WE65337

Consultant will additionally update the City’s Relay Permits IVR solution to the latest Relay release; and move the IVR to Selectron’s Managed/Hosted environment. Additional detail provided in Exhibit E, Customer Quote WE6537.

B. Detailed Description:

Managed Relay Permit Pack Interactive Voice Response Solution (4-Port)

Includes the following functionality:

Base

• Schedule Inspections	• Speak Site Address
• Cancel Inspections	• Permit-Based Messaging
• Obtain Inspection Results	• Relay Portal for Administration & Reports
• Post Inspection Results	

Add-Ons

• Spanish Language
• Spanish Translation & Professional Voice Recording for Base IVR Prompts
• English Professional Voice Recording for Base IVR Prompts
• English Professional Voice Recording for Street Words (Up to 3,000 words)

Managed Relay Outbound

Includes the Following Outbound Notifications:

1. Automatic Results Notification
2. Expired Permit Notification
3. Inspection Time Notifications
4. Permit Status Change Notifications (Ready to Issue Status)
5. Permit Application (Plan Check) Expiration Notification
6. Correction Letter Sent

Managed Atlas Insight (formerly Field Portal)

Includes up to 10 User Licenses

Includes the Following Functionality:

- Atlas Insight
- Assignment Manager
- Base Location Services
- Review Center
- Customization: Inspector Initials
- Hosting Services

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin December 1, 2022 and end on November 30, 2028 for completion of all Required Services.

4. Compensation:

A. Form of Compensation

Fixed Fee Paid in Increments. For the completion of each Deliverable of the Required Services, as identified in section 2.B., above, City shall pay the fixed fee associated with each Deliverable, in the amounts set forth below:

Deliverable	Amount
Relay Permits 09/01/2023 – 08/31/2024	\$10,550
Relay Permits 09/01/2024 – 08/31/2025	\$11,085
Relay Permits 09/01/2025 – 08/31/2026	\$11,640
Relay Permits 09/01/2026 – 08/31/2027	\$12,220
Relay Permits 09/01/2027 – 08/31/2028	\$12,585
IVR Inbound Call Bundle (18,000 calls/transfers) 09/01/2023 – 08/31/2024	\$2,900
IVR Inbound Call Bundle (18,000 calls/transfers) 09/01/2024 – 08/31/2025	\$2,900
IVR Inbound Call Bundle (18,000 calls/transfers) 09/01/2025 – 08/31/2026	\$2,900
IVR Inbound Call Bundle (18,000 calls/transfers) 09/01/2026 – 08/31/2027	\$2,900
IVR Inbound Call Bundle (18,000 calls/transfers) 09/01/2027 – 08/31/2028	\$2,900
Outbound Bundle (50,000 Messages) 09/01/2023 – 08/31/2024	\$10,000
Outbound Bundle (50,000 Messages) 09/01/2024 – 08/31/2025	\$10,000
Outbound Bundle (50,000 Messages) 09/01/2025 – 08/31/2026	\$10,000
Outbound Bundle (50,000 Messages) 09/01/2026 – 08/31/2027	\$10,000
Outbound Bundle (50,000 Messages) 09/01/2027 – 08/31/2028	\$10,000
Atlas Insight (10 Licenses) 12/01/2022 – 11/30/2023	\$15,300
Atlas Insight (10 Licenses) 12/01/2023 – 11/30/2024	\$15,300
Atlas Insight (10 Licenses) 12/01/2024 – 11/30/2025	\$15,300
Atlas Insight (10 Licenses) 12/01/2025 – 11/30/2026	\$15,300
Atlas Insight (10 Licenses) 12/01/2026 – 11/30/2027	\$15,300
Atlas Insight (10 Licenses) 12/01/2027 – 11/30/2028	\$15,300

B. Reimbursement of Costs

Invoiced or agreed-upon amounts as follows:

1. City requested design, programming, testing, documentation, implementation work, and customer support will be performed at Consultant's then current, standard published billing rates. Prior to commencing work for the same, Consultant will issue a quote and scope of work to City for approval. A purchase order must be issued by City before work can be schedule or begin.
2. Actual travel expenses (air, hotel, car, per diem) as required to provide onsite services if approved in advance by City.

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through November 30, 2028 shall not exceed \$250,000.

5. Special Provisions: None

**EXHIBIT B
INSURANCE REQUIREMENTS**

Consultant shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	
<input checked="" type="checkbox"/>	Professional Liability (Errors & Omissions)	\$1,000,000 each occurrence \$2,000,000 aggregate	

Other Negotiated Insurance Terms: None

EXHIBIT C
CONSULTANT CONFLICT OF INTEREST DESIGNATION

The Political Reform Act¹ and the Chula Vista Conflict of Interest Code² (“Code”) require designated state and local government officials, including some consultants, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.³

- A. Consultant IS a corporation or limited liability company and is therefore EXCLUDED⁴ from disclosure.
- B. Consultant NOT a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the consultant shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Consultant,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Consultant will provide. Notwithstanding this designation or anything in the Agreement, the Consultant is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the consultant’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Jay Alvarado

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).

EXHIBIT D

SELECTRON TECHNOLOGIES, INC. MASTER SERVICES AND HOSTING AGREEMENT

Consultant will provide support and maintenance for the Required Services under the terms and conditions set forth in the following Master Services and Hosting Agreement. If there is a conflict between the terms of the Consultant Services Agreement and the Master Services and Hosting Agreement, then the Consultant Services Agreement will take precedence.



Master Services and Hosting Agreement

This Master Services and Hosting Agreement (this “**Agreement**”) is entered into by and between Selectron Technologies, Inc., an Oregon corporation having a principal place of business at 12323 SW 66th Avenue, Portland, OR 97223, and its successors and assigns (“**Selectron**”), and the City of Chula Vista (“**Licensee**”) pursuant to the parties’ Consultant Services Agreement dated December 1, 2022, and is incorporated into the Consultant Services Agreement by this reference. In the event of any conflict or inconsistency between this Agreement and the Consultant Services Agreement, the terms of the Consultant Services Agreement shall control.

Recitals

Whereas, as between Selectron and Licensee, Selectron 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**”; and

Whereas, Selectron wishes to grant to Licensee, and Licensee desires to obtain from Selectron, certain rights to access and use, and to permit authorized Licensee employees and third party contractors and consultants to access and use the Licensed Software through Selectron’s application hosting service, as more particularly described below and in accordance with the terms and conditions of this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

Agreement

1. 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.

1.1 “Aggregate Data” means information, data, and statistics about a group of individuals, organizations, or transactions that cannot be used to identify Licensee or a particular individual, including Licensee Data that has been de-identified and anonymized and combined with data about other individuals and transactions.

1.2 “Authorized User” means an Employee or contractor and consultant of Licensee that Licensee provides with access to the Licensed Software.

1.3 “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 Licensee through an application that is set up and maintained as part of the Services and/or Licensee’s website.

1.4 “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.

1.5 “Documentation” shall mean the standard documentation for the Licensed Software, as generally provided by Selectron to its other customers.

1.6 “Employee” shall mean a then-current employee of Licensee.

1.7 “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.

1.8 “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.

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

1.10 “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.

1.11 “Security Incident” means a breach of security resulting in an unauthorized third party gaining access to Licensee Data if the Licensee 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 to readable or usable form.

1.12 “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 Selectron provides to Licensee as described herein.

1.13 “Technical Support Services” means the maintenance and technical support services described in Exhibit B hereto.

1.14 “Term” shall have the meaning set forth in Section 11.1.

1.15 “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.

1.16 “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 Selectron to Licensee during the Term.

1.17 “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 Selectron in the course of performing the Services or providing the Licensed Software, excluding Licensee Data.

2. Grant of License; Restrictions

2.1 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, Selectron hereby grants to Licensee 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 Licensee’s own internal business use. Except as set forth in this Section 2.1 or the EULA, no other right or license of any kind is granted by Selectron to Licensee hereunder with respect to the Licensed Software.

2.2 Software Restrictions. Licensee hereby acknowledges and agrees that it shall not use the Licensed Software for any purpose other than the purpose for which Selectron 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 2.2 or the terms of the EULA by Licensee or any person Licensee provides with access to the Licensed Software (whether or not such person is an Authorized User), Selectron may terminate this Agreement in

accordance with Section 11.2, and shall be entitled to equitable relief in accordance with Section 12.5.

2.3 Data Restrictions. Selectron hereby acknowledges that the Licensee Data may contain sensitive, personally-identifiable information. Selectron 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 Licensee'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, Selectron will promptly delete any Licensee Data that Licensee requests in writing to be deleted (except for data retention required by law, in which case Selectron will notify Licensee as such in writing).

2.4 Rights in Aggregate Data. Notwithstanding Section 2.3, Selectron 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 Licensee or any particular individual(s). By way of example and without creating any limitation, Selectron 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.

3. Deliverables and Services

3.1 Services. Selectron shall perform the Services described in Exhibit A and Exhibit C and the Technical Support Services described in Exhibit B in accordance with the terms of this Agreement.

3.2 Delivery, Testing, and Acceptance. All deliveries of equipment or physical goods required under this Agreement shall be F.C.A. Licensee facilities. Selectron shall provide Licensee 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, Licensee 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 Licensee provides Selectron 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 7.2 in sufficient detail to enable Selectron to reproduce such failure, the Service Fees for the non-conforming Licensed Software shall be suspended until Selectron corrects any such substantial non-conformity. If Licensee does not provide such notice during the testing period, the Licensed Software shall be deemed accepted, and Licensee's sole remedy for any non-conformance shall be the Technical Support Services provided hereunder.

3.3 Authorized Users; Licensee Identification and Passwords. Except as provided in Section 3.4, Licensee shall not permit any person to access the Licensed Software other than Employees and Licensee's consultants and contractors whom Licensee has designated as Authorized Users. Each individual natural person shall be a separate Authorized User for purposes of this Agreement. Licensee shall create or request that Selectron 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. Licensee hereby acknowledges that Licensee and its Authorized Users bear sole responsibility for protecting the confidentiality of all User Passwords and shall remain fully responsible and liable for (and Selectron shall not be responsible or liable for) any unauthorized use of any User Identifications or User Passwords, except to the extent such unauthorized use is due to Selectron's acts or omissions. Licensee 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. Licensee shall promptly terminate (or cause to be terminated by requesting that Selectron 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 Licensee. Licensee shall promptly notify Selectron if it discovers that any login 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 Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

3.4 Customer Tools. Licensee may permit its customers to access and use the Customer Tools solely through Licensee'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 Licensee, (b) make payments to Licensee, (c) view their invoices from Licensee and history of payments to Licensee, and (d) update their contact information with Licensee.

3.5 Hosting. During the Term, Selectron 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.

3.6 Updates, Maintenance, and Technical Support. During the Term, Selectron shall provide Licensee with Updates as they are made generally available by Selectron 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 Selectron hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

3.7 Other Modifications to the Licensed Software. Licensee understands and agrees that Selectron may make modifications and updates to the Licensed Software from time to time. Selectron may determine in its sole discretion whether to provide such modifications and updates to Licensee 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.

3.8 Further Licensee Obligations. Licensee 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. Licensee acknowledges that Selectron shall have no obligation to assist Licensee in using or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

4. Fees and Payment

4.1 Service Fees. Licensee shall pay to Selectron service fees ("**Service Fees**") in the amounts and according to the terms and conditions set forth in Exhibit A.

4.2 Payment Terms. Unless different payment terms are set forth in Exhibit A, all fees and expenses payable hereunder shall be due thirty (30)

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 following thirty (30) days written notice from Selectron, Selectron 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. Selectron is entitled to recover all costs of collection, including attorney's fees and related expenses.

4.3 Disputed Amounts. Any disputed charges must be presented by Licensee to Selectron 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 thirty (30) days of Selectron's receipt of Licensee's written notice of dispute. In the event Licensee disputes any amounts invoiced by Selectron 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 Licensee's favor, a credit will be issued by Selectron to Licensee on the next invoice.

4.4 Fee Increases. During the Initial Term, the Service Fees set forth in Exhibit A shall apply. After the Initial Term (as defined in Section 11.1 below), Selectron may increase or change its fees by providing Licensee with notice of such increase or change at least ninety (90) days prior to the effective date of such increase or change. Any such fee increases shall not exceed 5 % per year. Licensee's sole alternative to such fee increase or change shall be to terminate this Agreement by providing notice of termination to Selectron 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.

4.5 Taxes. All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Licensee shall pay, indemnify, and hold Selectron 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 Licensee and any services rendered to Licensee; provided, however, that Licensee shall not be

responsible for paying any taxes imposed on, or with respect to, Selectron's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Proprietary Rights

As between Selectron and Licensee, Selectron 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. Licensee agrees to take any action reasonably requested by Selectron to evidence, maintain, enforce, or defend the foregoing. Licensee shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Selectron'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 Licensee 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.

6. Confidential 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 Confidential Information in confidence, will not use the disclosing party's Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without the disclosing party's express prior written consent; provided, however, that each party (the "**receiving party**") may disclose Confidential Information of the other party (the "**disclosing 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 6 and (b) to such third parties as are authorized or directed by the disclosing party in writing. Each party shall be responsible and liable for the actions and omissions of its Representatives of this Section. "**Confidential Information**" belonging to a disclosing party includes, but is not limited to, such disclosing 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 disclosing party that the receiving party should reasonably know, due to the nature of the information or the circumstances surrounding its disclosure, is regarded by the disclosing party as confidential. Confidential Information includes Licensee Data, personally identifiable information, including but not limited to Licensee's customers' personal and financial information. Confidential Information includes reports, analyses, notes, and other information or materials that contain or are derived using the disclosing party's Confidential Information, even if developed in whole or in part by the receiving party.

For clarity, subject to the Public Records Act and applicable laws, information about the Licensed Software, including information about its features, functionality, and pricing that are not part of and included in this Agreement are and shall remain the Confidential Information of Selectron. For further clarity, Licensee Data is and shall remain the Confidential Information of Licensee.

Notwithstanding the foregoing, information will not be considered to be Confidential 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 Confidential Information; or (d) it was rightfully known to the receiving party prior to its first receipt from the disclosing party. The receiving party shall be entitled to disclose the disclosing party's Confidential Information if required by law or a judicial order, including but not limited to California Public Records Act; provided that the receiving party first provides prompt notice of the required disclosure to the disclosing party, and complies with any protective or similar order obtained by the disclosing party limiting the required disclosure.

7. Representations and Warranties; Warranty Disclaimer.

7.1 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.

7.2 Limited Software Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron represents and warrants to Licensee 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 Licensee 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 Selectron with a written report that describes such failure in sufficient detail to enable Selectron to reproduce such failure, Selectron shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Licensee in accordance with Exhibit B hereto. Outside the United States, this limited warranty is only available with proof of purchase from an authorized source. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, SELECTRON PROVIDES THE LICENSED SOFTWARE TO LICENSEE "AS IS" AND "AS AVAILABLE." SELECTRON 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 SELECTRON, 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 Selectron and the sole and exclusive remedy of Licensee with respect to any breach of the foregoing express warranty. For avoidance of doubt, the limited remedy in this Section shall not apply to Selectron's confidentiality obligations under this Agreement, breach of applicable laws and regulations, or Selectron's indemnification obligations.

7.3 Limited Services Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron warrants that the Services shall be performed in a professional and workmanlike manner. Selectron's sole obligation, and Licensee's exclusive remedy for breach of the foregoing warranty, is that Selectron shall use its commercially reasonable efforts to re-perform the Services or otherwise cure such breach. If, in Selectron's sole judgement, curing the

breach is not commercially feasible, Selectron shall credit Licensee for a portion of the fees allocable to the affected period of time that is proportionate to the period the Services or Licensee's ability to access or use the Licensed Software was impaired. For avoidance of doubt, the limited remedy in this Section shall not apply to Selectron's confidentiality obligations under this Agreement, breach of applicable laws and regulations, or Selectron's indemnification obligations.

7.4 Disclaimer of Other Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 AND SECTION 8.5 CONSTITUTE THE ONLY WARRANTIES MADE BY SELECTRON WITH RESPECT TO THE LICENSED SOFTWARE AND THE SERVICES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON 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. SELECTRON EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SELECTRON 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. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN SECTION 7 AND SECTION 8.5 OF THIS AGREEMENT.

7.5 Defects Not Covered by Warranties. Selectron shall have no obligations under Section 7.2 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 or authorized by Selectron; (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 or authorized by Selectron; (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.

8. Security

8.1 Internet Security. Selectron's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. Licensee is solely responsible for the security and integrity of information it transfers from the Licensed Software, if any. Selectron makes no representations or warranties to Licensee regarding (a) the security or privacy of Licensee's network environment, or (b) any third-party technologies' or services' ability to meet Licensee'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. Licensee is solely responsible for ensuring a secure environment for information it transfers from the Licensed Software, if any. Further, Licensee acknowledges and agrees that Selectron does not operate or control the Internet and that Selectron 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 Selectron's reasonable control; in each of the foregoing cases, except to the extent caused by Selectron's breach of its obligations under this Agreement.

8.2 Remote Access Security. In order to enable code development and support and maintenance of the software, Selectron 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 a Licensee solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Licensee's responsibility to ensure that the remote access method meets Licensee's security requirements. Selectron makes no representations or warranties to Licensee regarding the remote access software's ability to meet Licensee's security or privacy needs. Selectron also makes no recommendation for any specific package or approach with regard to security. Licensee is solely responsible for ensuring a secure network environment.

8.3 Outbound Services Disclaimer. Outbound services are intended to create additional methods of

communication for Licensee's employees who use the Licensed Software in support of existing processes. These services are not intended to replace all interaction with Licensee'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. Licensee acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Licensed Software, and Licensee acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Selectron, and that Licensee forever releases Selectron 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 Licensee, Licensee's employees, or Licensee's end user suffer injury or damage due to the failure of outbound services to operate, even though Licensee does not know what or how extensive those injuries or damages might be, unless such losses were directly attributable to Selectron's negligence or breach of its obligations under this Agreement.

8.4 Privacy and Security Standards. Selectron agrees that it will gather, collect, receive, generate, store, use, maintain, transmit, process, import, export, transfer and disclose the Licensee Data in compliance with applicable data protection, security, breach notification and privacy laws, rules, regulations and industry standards to which Selectron is subject. Selectron 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. Except as permitted for Aggregate Data under this Agreement, Selectron will not use, rent, transfer, distribute, or otherwise disclose or

make available Licensee Data for Selectron's own purposes or for the benefit of anyone other than Licensee without Licensee's prior written consent. Selectron shall not sell any Licensee Data for any purpose without Licensee's written consent. This Section shall survive the expiration of termination of this Agreement.

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

8.6 Incident Response. In the event Selectron becomes aware of a confirmed or suspected Security Incident involving the unauthorized disclosure or theft of PCI Data, Selectron shall (a) notify Licensee, (b) cooperate in any investigation, (c) promptly take reasonable measures to prevent further unauthorized access or use of the Licensee Data, (d) cooperate with Licensee'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 Licensee's performance of all such other acts, that are required with respect to such Security Incident by applicable law or regulation.

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

8.8 Data Transfers Between Licensee and Selectron. The parties acknowledge that, to facilitate providing the Services and the Licensed Software, Selectron and Licensee may regularly transfer Licensee Data to each other. Licensee, not Selectron, 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. For avoidance of doubt, Selectron shall be responsible for security of data while such data is at rest in Selectron's system.

8.9 Licensee's Privacy Practices.

Licensee acknowledges that the Licensee Data includes information about individuals with whom Licensee, rather than Selectron, has direct relationships. Therefore, it is Licensee's obligation, and not Selectron'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 Selectron on Licensee's behalf. Licensee represents, warrants, and covenants to Selectron that (a) Licensee has the authority to transmit the Licensee Data to Selectron; and (b) Selectron's collection, storage, transmittal, and other processing of the Licensee Data on behalf of Licensee, 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 Licensee is subject.

9. Indemnification

9.1 Infringement Indemnity Obligations of Selectron. Selectron shall indemnify and hold harmless Licensee, and shall defend any action brought against Licensee to the extent it is based on a third party claim that use by Licensee 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 patent, copyright, or trade secret. Selectron shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Licensee in such action that are attributable to such claim. Licensee agrees to promptly notify Selectron of any known or suspected infringement or misappropriation of Selectron's proprietary rights of which Licensee becomes aware. Should the Licensed Software become, or be likely to become in Selectron's opinion, the subject of any claim of infringement, Selectron may, at its option, in addition to its obligation to indemnify, hold harmless and defend Licensee as provided herein (a) procure for Licensee 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 Licensee with a refund equal to the set-up fees paid by Licensee, less an amount equal to the depreciated portion of such fees calculated on a five

(5) year straight-line basis. This Section 9.1 states the entire liability of Selectron and the exclusive remedy of Licensee with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

9.2 Infringement Indemnity Obligations of Licensee. Selectron shall have no liability for any claim based upon (a) the use, operation, or combination of the Licensed Software with non-Selectron programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; (b) Licensee's or its agents' or Employees' activities after Selectron has notified Licensee that Selectron believes such activities may result in infringement; (c) any modifications to or markings of the Licensed Software that are not specifically authorized in writing by Selectron; (d) any third party software; (e) any Licensee Data; or (g) Licensee's breach or alleged breach of this Agreement. Licensee shall indemnify, defend, and hold Selectron harmless for, from and against all liabilities, costs, damages, and expenses (including reasonable attorney's fees) awarded against or incurred by Selectron in such action(s) that are attributable to such claim.

9.3 Security Related Indemnity Obligations of Selectron. 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 Selectron, including any security vulnerability in system components, procedures, or environments owned or controlled by Selectron, then Selectron shall defend, indemnify, and hold harmless Licensee for, from and against all liabilities, costs, damages, fines, penalties, and expenses (including reasonable attorney's fees) incurred by Licensee 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 Selectron has consented to (collectively, "**Losses**").

9.4 Security Related Indemnity Obligations of Licensee. Selectron shall have no liability or obligation to defend or indemnify Licensee with respect to any Losses caused by a Security Incident except to the extent the Security Incident was caused by

Selectron's breach of this Agreement, including that Selectron will not be liable for any Security Incident to the extent caused by Licensee's breach of Sections 8.8 or 8.9 or any Security Incident to the extent caused in whole or in part by an act or omission of Licensee or any of their affiliates, employees, directors, officers, agents, or contractors (other than Selectron), 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 Licensee pursuant to Section 8.8.

9.5 Conditions for Indemnification. The parties' indemnification obligations hereunder shall apply only if (a) 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 (b) 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 9.5 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.

9.6 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. 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.

10. Limitation of Liability

10.1 Limited Remedy. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SELECTRON OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR, OR BE OBLIGATED TO INDEMNIFY LICENSEE 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.

10.2 Maximum Liability. Notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Selectron'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 \$500,000 or the amount of any insurance proceeds actually paid out in connection with the applicable claim, whichever is greater. Licensee acknowledges that the Service Fees reflect the allocation of risk set forth in this Agreement and that Selectron would not enter into this Agreement without the limitations on liability set forth in this Agreement.

11. Term and Termination

11.1 Term. The term of this Agreement shall commence on the Effective Date and shall expire November 30, 2028 (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 Licensee cancels prior to the end of the Initial Term, 50% fees for

the Initial Term of this agreement that are unpaid will become immediately due.

11.2 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 remedies 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 remedy the default and thereafter diligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, in the event Licensee breaches the EULA or Sections 2, 5 and/or 6 of this Agreement, Selectron may immediately suspend the accounts/authorized users at issue, and shall notify Licensee in writing of the same within twenty-four hours. Upon notice, Licensee shall have forty (40) days to cure the breach and the parties shall meet and confer in good faith to resolve any issues. Selectron shall resume services immediately upon resolution of any such threats or compliance issues. Selectron may immediately terminate this Agreement if Licensee fails to cure breaches of the EULA or Section 2, 5 and/or 6 of this Agreement within forty (40) days of written notice from Selectron.

11.3 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.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement, all rights and licenses granted to Licensee hereunder shall immediately and automatically terminate. Within thirty (30) days after any termination or expiration of this Agreement, each party shall, at its sole expense, return to the other party (or destroy, at the other party's sole election) all Licensed Software and Confidential

Information of the other party (and all copies, summaries, and extracts thereof) then in the possession or under the control of the party and its current employees. Each party shall furnish to the other party an affidavit signed by an officer the party certifying that, to the best of its 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 ("Definitions"), 2.2 ("Software Restrictions"), 2.3 ("Data Restrictions"), 2.4 ("Rights in Aggregate Data"), 4 ("Fees and Payment") (with respect to amounts accrued but as-yet unpaid), 5 ("Proprietary Rights"), 6 ("Confidential Information"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8 ("Security"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11 ("Term and Termination") and 12 ("General Provisions").

12. General Provisions

12.1 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (on the earliest of) (a) when delivered personally; (b) when sent by facsimile, upon written confirmation of receipt; or (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to the address set forth on the signature page below (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 12.1).

12.2 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any dispute regarding this Agreement must be brought in

the state or federal courts located in San Diego County, U.S.A.

12.3 Construction. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

12.4 Attorneys' Fees. If any legal action is brought relating to this Agreement or the Consultant Services Agreement, or the breach hereof, the prevailing party in any final judgment shall be entitled to the full amount of all reasonable expenses, including all court costs and reasonable attorney fees paid or incurred.

12.5 Injunctive Relief. In the event that Licensee breaches any provision of the EULA or Sections 2, 5, or 6 of this Agreement, Licensee acknowledges and agrees that there may be no adequate remedy at law to compensate Selectron for such breach, that any such breach may result in irreparable harm to Selectron that would be difficult to measure; and, therefore, that upon any such breach or credible threat thereof, Selectron 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 Selectron may have at law, in equity, under this Agreement, or otherwise.

12.6 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of 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.

12.7 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, and reformed without further action by the parties, to the extent necessary to make such provision valid and enforceable. Without limiting the generality of the foregoing, Licensee agrees that Section 7.4 will

remain in effect notwithstanding the unenforceability of any other provision hereof.

12.8 Independent Contractor Relationship. Selectron's relationship with Licensee will be that of independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or employer-employee relationship. Licensee is not an agent of Selectron and is not authorized to make any representation, contract, or commitment on behalf of Selectron, or to bind Selectron in any way. Selectron is not an agent of Licensee and is not authorized to make any representation, contract, or commitment on behalf of Licensee, or to bind Licensee in any way. Selectron will not be entitled to any of the benefits that Licensee may make available to its employees, such as group insurance, profit sharing, or retirement benefits.

12.9 Force Majeure. Neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, Internet or other network "brownouts" or failures, power failures, , and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance and to mitigate the harm or damage caused by such delay.

12.10 Public Announcements. Licensee may at its discretion cooperate with Selectron so that Selectron may issue a press release concerning this Agreement; provided, however, Selectron may not release any such press release without the prior approval of Licensee (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Selectron shall have the right to use Licensee's name as a customer reference, and to use Licensee's trade name on Selectron's customer lists.

12.11 U.S. Government Rights. (a) The Licensed Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.72021 through 227.7202-4, the Licensed Software are licensed to any U.S. Government End Users (i) only as a commercial item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Manufacturer is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, OR 97223, USA. This Section, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

(b) The parties agree that, in the event that Licensee is a governmental entity, all other state and local governments within Licensee's state may purchase a license from Selectron to use the Licensed Software under the same terms and conditions as set forth in this Agreement by entering into a master services and hosting agreement with the same terms and conditions as set forth herein with Selectron.

12.12 Export Controls. The Licensed Software is subject to the export control laws of the United States and other countries. Licensee may not export or re-export the Licensed Software, unless Licensee has first obtained Selectron's prior written permission and the appropriate United States and foreign government licenses, at Licensee's sole expense. Licensee must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Licensed Software. None of the Licensed Software may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Licensee shall defend, indemnify and hold Selectron and all successors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys' fees and costs) arising out of Licensee's violation of such export control laws. Licensee further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

12.13 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.

12.14 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.

12.15 Modification; Subsequent Terms. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Selectron and Licensee. To the extent that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the Agreement ("Subsequent Terms") differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof. The terms on any purchase order or similar document submitted by Licensee to Selectron will not modify the terms and conditions of this Agreement.

12.16 Entire Agreement; Amendment. This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes (a) all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

In Witness Whereof, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

SELECTRON TECHNOLOGIES, INC.

LICENSEE

By: _____ Signature

By: _____ Signature

Name: Todd A. Johnston

Name: Maria V. Kachadoorian

Title: President

Title: City Manager

Date: _____

Date: _____

Address: 12323 SW 66th Avenue
Portland, OR 97223

Address: 276 Fourth Avenue
Chula Vista, CA 91910

Approved as to form

By: _____
Jill D.S Maland
Lounsbury Ferguson Altona & Peak
Acting City Attorney

EXHIBIT A

Pricing

Future Service Fee Estimates (for Renewal Terms following the Initial Term of this Agreement):

Item	Dates covered	Amount	Payment Due Date
Relay Permits	09/01/2021 – 08/31/2022	\$9,575.00	Paid
Relay Permits	09/01/2022 – 08/31/2023	\$10,050.00	Paid
Relay Permits	09/01/2023 – 08/31/2024	\$10,550.00	August 15, 2023
Relay Permits	09/01/2024 – 08/31/2025	\$11,085.00	August 15, 2024
Relay Permits	09/01/2025 – 08/31/2026	\$11,640.00	August 15, 2025
Relay Permits	09/01/2026 – 08/31/2027	\$12,220.00	August 15, 2026
Relay Permits	09/01/2027 – 08/31/2028	\$12,585.00	August 15, 2027

Item	Dates covered	Amount	Discount	Total	Payment Due Date
IVR Inbound Call Bundle (18,000 calls/transfers)	09/01/2023 – 08/31/2024*	\$5,400.00	-\$2,500.00	\$2,900.00	August 15, 2023
IVR Inbound Call Bundle (18,000 calls/transfers)	09/01/2024 – 08/31/2025	\$5,400.00	-\$2,500.00	\$2,900.00	August 15, 2024
IVR Inbound Call Bundle (18,000 calls/transfers)	09/01/2025 – 08/31/2026	\$5,400.00	-\$2,500.00	\$2,900.00	August 15, 2025
IVR Inbound Call Bundle (18,000 calls/transfers)	09/01/2026 – 08/31/2027	\$5,400.00	-\$2,500.00	\$2,900.00	August 15, 2026
IVR Inbound Call Bundle (18,000 calls/transfers)	09/01/2027 – 08/31/2028	\$5,400.00	-\$2,500.00	\$2,900.00	August 15, 2027

* The IVR Call Bundle's Service Date for Year 1 starts upon delivery of the Hosted IVR for User Acceptance Testing so Year 1 will be pro-rated if UAT Delivery occurs before or after 9/1/2023.

Item	Dates covered	Amount	Payment Due Date
Outbound Bundle (50,000 Messages)	09/01/2021 – 08/31/2022	\$10,000.00	Paid
Outbound Bundle (50,000 Messages)	09/01/2022 – 08/31/2023	\$10,000.00	Paid
Outbound Bundle (50,000 Messages)	09/01/2023 – 08/31/2024	\$10,000.00	August 15, 2023
Outbound Bundle (50,000 Messages)	09/01/2024 – 08/31/2025	\$10,000.00	August 15, 2024
Outbound Bundle (50,000 Messages)	09/01/2025 – 08/31/2026	\$10,000.00	August 15, 2025
Outbound Bundle (50,000 Messages)	09/01/2026 – 08/31/2027	\$10,000.00	August 15, 2026
Outbound Bundle (50,000 Messages)	09/01/2027 – 08/31/2028	\$10,000.00	August 15, 2027

Item	Dates covered	Amount	Payment Due Date
Atlas Insight (10 Licenses)	12/01/2021 – 11/30/2022	\$15,300.00	Paid
Atlas Insight (10 Licenses)	12/01/2022 – 11/30/2023	\$15,300.00	November 15, 2022
Atlas Insight (10 Licenses)	12/01/2023 – 11/30/2024	\$15,300.00	November 15, 2023
Atlas Insight (10 Licenses)	12/01/2024 – 11/30/2025	\$15,300.00	November 15, 2024
Atlas Insight (10 Licenses)	12/01/2025 – 11/30/2026	\$15,300.00	November 15, 2025
Atlas Insight (10 Licenses)	12/01/2026 – 11/30/2027	\$15,300.00	November 15, 2026
Atlas Insight (10 Licenses)	12/01/2027 – 11/30/2028	\$15,300.00	November 15, 2027

Notes:

- The future service fee estimates do not include increases to reflect additional functionality purchased.
- 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.

- Outbound messages are purchased in annual message bundles. Messages, as defined by the agreement, that are not used rollover to the next qualifying renewal. The rollover messages from one period may only be used to offset overages in the next immediate period. If there are no overages from one period, the rollover messages from the prior period expire. A qualifying renewal is one that is equal to or greater than the previous period. If customer chooses to reduce their annual plan renewal, rollover messages do not apply.

Products and Licenses for which Company will Provide Support

Managed Relay Permit Pack Interactive Voice Response Solution (4-Port)

Includes the Following Functionality:

Base

- Schedule Inspections
- Cancel Inspections
- Obtain Inspection Results
- Post Inspection Results
- Speak Site Address
- Permit-Based Messaging
- Relay Portal for Administration & Reports

Add-Ons

- Spanish Language
- Spanish Translation & Professional Voice Recording for Base IVR Prompts
- English Professional Voice Recording for Base IVR Prompts
- English Professional Voice Recording for Street Words (Up to 3,000 words)

Managed Relay Outbound

Includes the Following Outbound Notifications:

1. Automatic Results Notifications
2. Expired Permit Notifications
3. Inspection Time Notifications
4. Permit Status Change Notifications (Ready to Issue Status)
5. Permit Application (Plan Check) Expiration Notification
6. Correction Letter Sent

Managed Atlas Insight (formerly Field Portal)

Includes up to 10 User Licenses

Includes the Following Functionality:

- Atlas Insight
- Assignment Manager
- Base Location Services
- Review Center
- Customization: Inspector Initials
- Hosting Services

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

C. **"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.

D. **"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.



Statement of Work

City of Chula Vista, CA

Relay

PERMIT PACK

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1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to the City of Chula Vista, CA (Chula Vista or Customer). 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	11/8/2022
2.1	Move IVR to Hosted	2/17/2023

2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of Chula Vista's Accela Civic Platform 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 multichannel, multi-department platform that is designed to connect Customers and government agencies and utilities. The Relay platform uses a number of different application packs specific to the market being serviced. In addition to each application pack the Relay channels include: interactive voice response (IVR), web, mobile, outbound, call center agent assist, 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
 - Outbound

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 7/24 & 365 days. 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
 - Permit-based messaging
 - Schedule/reschedule inspections
 - Cancel inspections
 - Hear site address for the permit
 - Hear current permit fees owed
 - Hear inspection results
 - Leave Message for Inspector
- Inspector Menu
 - Post inspection results
 - Leave Message for contractor
 - Post correction codes

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 will need to 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 application database. When posting results, inspectors can add correction codes and leave a message for the contractor.

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

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.

2.3. Relay Outbound

Relay Outbound provides the Customer's staff with a multi-channel outbound communication platform capable of sending voice, SMS, and email messages to citizens. Messages can be configured to include dynamic account data designed to be sent to specific recipients, or can be designed as 'general information' messages without Customer-specific data. These outbound messages can be designed and configured by staff using the Relay Portal. Customer-configured voice messages will be spoken to message recipients using text-to-speech.

In addition to the above Customer-configured messages, Selectron will design six message templates during the implementation process. These Selectron-created templates will use professional voice recording for voice messages as opposed to text-to-speech. This project includes six Selectron-built templates for notification as described in the following two sections.

2.3.1. Automatic Results Notification

During the inspection scheduling process, the permit holder may request to be contacted when results have been posted by the inspector. After selecting this option, the permit holder is prompted to enter their telephone number.

After inspectors have posted the results of an inspection, permit holders that have opted in are contacted with the notification. The Automatic Results Notification provides the following information: the permit number, inspection type, inspection result, and the date of inspection. If the call is answered by voice mail, a generic message is played stating that a result was posted to the inspection, but the actual result is not played.

2.3.2. Expired Permits Notification

The Expired Permits Notification contacts permit holders about their expiring and expired permits. It includes the following information: the permit number and the expiration, or expired, date. The date and time of notification delivery, relative to the expiration date, can be configured during the implementation process to fit the Customer's business rules.

2.3.3. Inspection Schedule Notification

During the inspection scheduling process, the permit holder may request to be contacted when the inspection has been scheduled. After selecting this option, the permit holder is prompted to enter their telephone number.

After the inspection has been scheduled and the inspector has updated the permitting database with the inspection time, permit holders are contacted. The Inspection Schedule Notification includes the following data: the permit number, inspection type, inspection date, and inspection time, if available..

2.3.4. Permit Application Expiration Notification

When the permit is close to expiration, Outbound will notify the contractor of the expiration date, permit number, and associated address. Additionally, the contractor will receive instructions on how to file for an extension.

2.3.5. Ready to Issue Notification

When the permit is ready to issue, Outbound will contact the contractor with this notification, which reports that their permit has moved to the next step in the approval process. Further instructions will be issued by email to pay and pull the permit.

2.3.6. Corrections Letter Sent Notification

Once the review for a permit has been completed, corrections may be needed. This notification informs contractors that further corrections are required and that the details will be emailed within two days.

2.3.7. Static Notifications

Chula Vista will be able to send Customer-defined static notifications to citizens via phone, email, or SMS text. Chula Vista is responsible for defining and configuring these notifications, which can be done via the Relay Portal. Training for configuring and recording static notifications will be provided at the end of the implementation process.

2.4. Languages

The Customer's Relay application will be configured to support English and the following other language(s):

- Spanish

The additional language module(s) enables the solution to support non-English-language users. Additionally, all dates, numbers, ordinals, currencies, and letters are translated (and voice-recorded) to the proper language.

The professionally-recorded prompts use a vocabulary and dialect predetermined by Selectron. Additions and changes to the prompts to account for regional differences are subject to time and materials billing.

The Customer will be able to define a transfer destination for each language available on the IVR.

3. System Integration

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

3.1. Application Database Interfaces

It is anticipated that Selectron will be integrating with Chula Vista's Accela Civic Platform 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 data elements are identified as necessary but are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and will result in additional professional services fees.

4. Deployment Model

This implementation of Relay will be deployed in Selectron's Relay Managed Services environment.

Relay Managed Services is a hosted application environment, located in Selectron's local hosting facility. Selectron's hosting facility is a co-located data center featuring keyed entry and individual server locks for security. With a Managed Services solution, Selectron owns all hardware and is responsible for security, ongoing maintenance, and proactive support.

4.1. Hosted IVR Access

For optimal user experience and telecom usage, it is recommended that callers access the hosted IVR by dialing directly into the hosted solution using a local 10-digit number, which Selectron will provide. If the Customer elects to have calls routed through their phone system first before connecting to the IVR, two customer telecom channels may be tied up during the duration of the entire call, and callers may experience a decrease in call quality.

5. Administrative Tasks

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

The Relay Portal provides Chula Vista 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. Run System Reports

Chula Vista administrators will be able to run system reports via the Relay Portal. Reports that can be run by the administrator include:

- Call Statistics
- Call Activity
- Call Detail
- Outbound Statistics

5.2. Schedule Outbound Campaigns

Using the Relay Portal, administrators can create, edit, and review outbound campaigns made using Relay Outbound. Each instance of an outbound campaign must be scheduled individually. This includes selecting the type of notification, the date/time of delivery, and (for static notifications) the configuration of the message.

The administrator will also need to upload a contact list in .csv format for the notification. The exact formatting of the .csv file will vary depending on the notification being scheduled. Selectron will provide Chula Vista with example .csv files for the configured notifications included in this project, as well as assistance in generating the outbound call list.

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 following documents to help facilitate the service implementation process:

- Implementation Questionnaire- gathers critical information needed to setup and initiate the service. This includes information on the call volume, and APIs.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and application database, prior to system initiation, to allow 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
- Outbound messaging configuration

Software development cannot begin until 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 Chula Vista's Relay Solution.

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, Chula Vista's Accela Civic Platform database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any Chula Vista application database (or other application database software) may require professional services outside the scope of this service.

6.2. Chula Vista, 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 Chula Vista 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:

- Call flow for the IVR solution
- Outbound messaging format

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

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

In order to fully test the interactive solution, Selectron Technologies requires access to Chula Vista's application database(s) prior to installation. The Customer will help facilitate communication between Selectron and the database vendor.

6.2.5. Provide System Access

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could lead to disruption in 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 or network are modified. Chula Vista is responsible for providing Selectron with appropriate application database network access as defined in the System Integration section.

6.2.6. Confirm Service Functionality

Chula Vista, CA 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.



Statement of Work

Chula Vista, CA

Mobile *Atlas Insight*

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1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Chula Vista, CA (Chula Vista or Customer). The features, functionality, and services are provided through Selectron Technologies' Atlas solution.

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	11/9/2022

2. Functionality

This section details the functionality of Selectron's Atlas products. All functions and features are dependent upon the accessibility of Chula Vista's Accela Civic Platform application database to provide the given data to Selectron.

2.1. Atlas Insight

Atlas Insight is a web-based location services and assignment management tool designed for supervisors and managers in the back office. With Atlas Insight, you can manage workforce efficiency, make instant assignment changes, and review work done in the field.

The following sections detail the functionality that will be implemented for Chula Vista. Additional features 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. Please get in touch with your Selectron representative for more details about additional functionality.

2.1.1. Licensing

Chula Vista's solution is licensed for:

- 10 Atlas Insight inspector licenses

2.1.2. Features

Atlas Insight is split into several views, each providing specific workforce efficiency features. These pages are described below.

All inspection/permit information is made available through an API to the Accela Civic Platform 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.

2.1.2.1. Assign Page

The Assign page is used for workload management, allowing users to assign, reassign, and unassign inspections; and auto-assign inspections based on skill sets, areas, or other parameters. Assignment parameters, inspection and inspector data,

and other assign center details will be determined during the implementation process.

2.1.2.2. Review Page

The Review page provides real-time reporting through several tabbed tables with inspector and inspection data. All data can be filtered by a date range and sorted through column headers. Users can view the following information via this center:

- Results
- Attachments
- Notices
- Exceptions (conditional only if they purchase Inspections)

2.1.2.3. Manage Page

The Manage page is where administrators can configure the Atlas Insight application and create, edit, and delete new users. Atlas Insight features user-based permissions, allowing Chula Vista administrators to define access to the various Atlas Insight features at the user level. Selectron will work with the Customer during the implementation process to create administrative users. Administrators will be trained on creating and configuring additional users and managing permissions.

Additionally, the Manage Center allows administrators to configure Atlas Insight.

2.1.3. Custom Features

The following features are included in this project and are considered to be custom application features designed specifically for use by Chula Vista.

2.1.3.1. Time Stamp

Allows inspectors to include the time of inspection on Insight while inputting inspection details.

2.1.3.2. Inspector's Initials Column

Provides a space for the initials of the assigned inspector to appear in Insight under the "Assign" tab.

2.1.3.3. Auto Assign Rule

Allows staff to assign inspections in insight automatically by using the inspector's initials.

3. System Integration

Depending on the implemented features, the Atlas applications require varying levels of integration with other Chula Vista components. These are described in the following sections.

3.1. Application Database Interfaces

It is anticipated that Selectron will be integrating with Chula Vista's Accela Civic Platform application database. All data-based interactivity on the solution relies upon data being available via the application vendor APIs.

During the implementation phase, if data elements are identified as necessary but are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and will result in additional professional services fees.
Atlas Insight

4. Deployment Model

This implementation of Atlas Insight will be deployed in Selectron's single-tenant hosted environment. Selectron's hosting facility is a co-located data center featuring keyed entry and individual server locks for security. With a hosted solution, Selectron owns all hardware and is responsible for security, ongoing maintenance, and proactive support. As such, Selectron will be providing the necessary hardware and software.

Selectron will work with Chula Vista to build a secure VPN tunnel for real-time read/write functionality between the hosted Atlas Insight server and the application database. Secure connection options may include client-level TLS or a persistent IPSec VPN. Each option requires specific ports to be opened for communication. Depending on the application database integration, these ports vary.

The mobile server stores inspection results and then transfers inspection information to the permitting database. Communication between the field application and the server occurs whenever the device is connected to the internet.

SQL

- Selectron can provide SQL or Chula Vista can provide an existing instance of Microsoft SQL Express or SQL Server 2012 (or newer).

Browsers

- Atlas Insight supports the most recent versions of major browser applications; primarily Chrome and Internet Explorer. When using Internet Explorer, "Compatibility Mode" is not supported.

Geographic Information System

- ESRI 9.3+ (and others supported by Leaflet)

5. Administrative Tasks

This section details administrative tasks that can be performed to manage the Mobile applications.

5.1. Atlas Insight

All system administration for Atlas Insight is handled through the Manage page. An administrator from Chula Vista will be provided with user credentials for Atlas Insight application during the implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned on a per-user basis; permissions govern the functionality available to a given user.

5.1.1. Manage Atlas Insight User Profiles

Using the Manage Center, administrators can create, edit, delete and manage user accounts for each inspector. Each inspector will be assigned a user ID, assignment configuration, and permissions. The administrator can also assign a specific supervisor to each inspector.

5.1.2. Group Management

Administrators can manage the composition of assigned groups through the Group Management tab. New groups can be created, edited, and deleted. Group members can also be assigned and reassigned to new groups.

5.1.3. Configure Atlas Insight

Administrators can manage configurations and settings, including automatic assignment for areas, skill sets, and other parameters, and the cap on the total number of inspections allowed for one inspector in a day.

5.1.3.1. Manage Auto-assign Rules

If using Atlas Insight for automatic inspection assignment, Chula Vista administrators can manage the rules the Atlas Insight system uses to automatically assign inspections.

5.1.3.2. Inspector Soft Cap (most inspections allowed before warning)

The soft cap determines the maximum number of inspections that will automatically be assigned to inspectors when using Auto Assign. Inspectors can be manually assigned more inspections above their soft cap, if needed. Administrators can change the global default soft cap, as well as set a different soft cap for each inspector if desired.

5.1.3.3. Administrator Contact Details

A link on the login page is provided for users who have forgotten their password. The link generates a popup with administrator contact details for the user. Administrators can configure the content of this popup.

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 following documents to help facilitate the service implementation process:

- Configuration Questionnaire- gathers critical information needed to setup and initiate the service.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and application database, prior to system initiation, to allow for complete system testing.
- Architecture Diagram- defines server resources and network traffic for the solution.
- Implementation Timetable- details project schedule and all project milestones.
- Design Documentation- captures layout and data specifications to develop the application.
- 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. 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.

6.1.4. Provide Installation and Administrative Training

For managed solutions, all installation is handled by Selectron technical staff at our remote hosting facility. Administrative and other staff training will be provided remotely.

6.1.5. Interface Upgrades

After service initiation, Chula Vista's Accela Civic Platform database application may release new updates to their application or its interface. Upgrading Atlas Insight interface to be compatible with any Chula Vista application database (or other application database software) may require professional services outside the scope of this service.

6.2. Chula Vista, 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 Chula Vista with a configuration worksheet. The configuration worksheet must be returned prior to developing the implementation timetable.

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

In order to fully test the interactive solution, Selectron Technologies requires access to Chula Vista's application database(s) prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help Chula Vista identify the necessary requirements. The Customer will help facilitate communication between Selectron and the database vendor.

6.2.3. Provide System Access

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could lead to disruption in 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 or network are modified. Chula Vista is responsible for providing Selectron with appropriate application database and network access as defined in the System Integration section.

6.2.4. Confirm Service Functionality

Chula Vista, CA 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.

6.2.5. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement 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.

EXHIBIT E

SELECTRON TECHNOLOGIES, INC. CUSTOMER QUOTE WE65337

CUSTOMER QUOTE WE6537

City of Chula Vista, CA

Feb. 17, 2023

Quote expires on May 17, 2023

QUOTE SUMMARY

- Update the City's Relay Permits IVR solution to the latest Relay release
- Move the IVR to Selectron's Managed/Hosted environment

Solution: Managed Relay Permits IVR

Annual Calls/Transfers: 18,000

Overage Rate: \$0.40 per call

This project has no impact the on City's existing Managed Atlas Insight solution, and the City existing RCS Outbound solution that is being upgraded to Relay Outbound.

Selectron values long-term customer partnerships and therefore provides discounts based on contract length. **The pricing below assumes/requires a standard 5-year commitment.** If a non-appropriations or termination for convenience clause is required, pricing will change and Selectron will provide an updated quote.

RELAY SOLUTION	Retail	5-Year Contract
One-Time: Relay Update Setup	\$0	\$0
One-Time: Managed Environment Setup	\$20,000	\$0
Annual: Managed IVR Service Fee	\$10,550	\$10,550
Annual: IVR Call/Transfer Bundle (18,000 calls/transfers)	\$9,000	\$5,400
Annual: Outbound Message Bundle (50,000 messages)	\$10,000	\$10,000
Annual: Managed Atlas Insight	\$15,300	\$15,300
TOTAL COST	\$64,850	\$41,250
Additional Discount on IVR Call Bundle (5-Year Term)		-\$2,500
Year 1 Grand Total (5-Year Term)		\$38,750

5-YEAR CONTRACT

<i>Year over Year Pricing</i>	<i>Retail</i>	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Relay Update Setup	\$0						\$0
Managed Environment Setup	\$20,000	\$0					\$0
Annual Managed IVR Service Fee	\$10,550	\$10,550	\$11,085	\$11,640	\$12,220	\$12,585	\$58,080
Annual IVR Call/Transfer Bundle	\$9,000	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$27,000
Annual Outbound Message Bundle	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Annual Managed Atlas Insight	\$15,300	\$15,300	\$15,300	\$15,300	\$15,300	\$15,300	\$76,500
TOTAL	\$64,850	\$41,250	\$41,785	\$42,340	\$42,920	\$43,285	\$211,580
Additional Discount on IVR Call Bundle (5-Year Term)		-\$2,500	-\$2,500	-\$2,500	-\$2,500	-\$2,500	-\$12,500
GRAND TOTAL		\$38,750	\$39,285	\$39,840	\$40,420	\$40,785	\$199,080

PROPOSED SOLUTION VALUE

Move to Selectron's Managed/Hosted Environment

Selectron's Managed Services solutions relieve the burden of maintaining solutions on-premise, offering the industry standard in data security and ongoing support. Selectron's state of the art hosted environment is designed to be PCI Level 1 compliant and PA-DSS validated, alleviating the pressure on agencies to keep up with continually evolving data security standards. This rigorous security combined with Selectron's astute in-house team focused solely on hosted solutions ensures our customers have a solution they can trust.

Comprehensive Support

Selectron prides itself on being the best in the industry when it comes to customer support for our solutions. We understand the need for governmental entities to be able to fully trust the technical infrastructure they have invested in. When this technology is performing at its full ability, constituents are being delivered the best possible service.

Selectron's hosted solutions are proactively maintained by our dedicated Hosted Solutions team, which includes scheduled monthly maintenance for updates and fixes in operating systems, software, or firewall. Our Level 1, PCI compliant hosted facility features rigorous security with keyed entry, on-site building staff for security procedures enforcement, individual server locking mechanisms, as well as third party penetration testing and vulnerability scanning.

All Selectron customers have access to direct support when needed. Our dedicated Customer Support team is available to handle all support calls during Selectron's normal support hours (5:00am – 5:00pm PST), and on-call support staff are available 24 hours a day, seven days a week. Additionally, customers receive in-depth training prior to the launch of their solution and can request on-demand training for the life of the solution.

Response Time

Selectron guarantees that all non-emergency support calls will be responded to within one business day. Emergency calls are dispatched to Selectron's on-call support staff and are responded to within four (4) hours. Most emergency and non-emergency calls are handled within one to two hours of receipt.

Price Details

RELAY UPDATE

Update Relay Permits IVR to latest release	\$0
RELAY UPDATE TOTAL	\$0

ONE-TIME MANAGED ENVIRONMENT SETUP

Managed Environment Setup	\$20,000
MANAGED ENVIRONMENT SETUP TOTAL	\$20,000

ANNUAL BUNDLE AND SERVICE FEES

Annual Managed IVR Service Fee	\$10,550
Annual IVR Call/Transfer Bundle (18,000 calls/transfers)	\$9,000
Annual Outbound Message Bundle (50,000 messages)	\$10,000
Annual Managed Atlas Insight	\$15,300
ANNUAL BUNDLE AND SERVICE FEES TOTAL	\$44,850

RELAY SOLUTION SUB-TOTAL	\$64,850
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DISCOUNTS (5-Year Contract)

One-Time Managed Environment Setup Discount	\$20,000
Annual Managed IVR Service Fee Discount	\$0
Annual IVR Call/Transfer Bundle Discount	\$3,600
Additional Discount on IVR Call Bundle (5-Year Term)	\$2,500
DISCOUNTS TOTAL	\$26,100

FIRST YEAR TOTAL COST (5-Year Contract)	\$38,750
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Required Items Not Included with Relay

- Required application database interface (please contact your provider to purchase, if applicable)
- Application database interface components must be installed and tested prior to development

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.

Application Database Integration: No changes to existing Accela Civic Platform integration via Construct API

- A Standard Application Database is defined as an Application Database that exposes the needed data and transaction business rules via an Application Programming Interface (API). All functionality listed in the Application Packs is contingent on the accessibility of the data and business logic from the Application Database via an API.
- Integration to the City's application database (Accela Civic Platform) may require the City to provide a secure connection (Client-level TLS or Persistent IPSec VPN tunnel) and/or have appropriate ports enabled within the City's network, as determined is necessary during the system implementation.

MANAGED SERVICES PAYMENT TERMS

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

Annual Managed Service Fee & Call Fee Payment Schedule

100% Invoiced 45 days prior to beginning of service period. If applicable, per message overage fees are charged monthly in arrears after included limits has been reached.

Taxes

Sales Tax or any other applicable taxes are **not included** in any of the pricing in this agreement. All applicable taxes will be invoiced, collected and remitted in accordance with state and local tax laws.

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

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