EBIX Insurance No. S200004825

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND WONDERWARE, INC. DBA CORE BUSINESS TECHNOLOGIES

PREAMBLE

This Agreement is entered into as of the City's execution date ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wonderware, Inc., doing business as CORE Business Technologies, a Rhode Island corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to purchase a fully hosted Cashiering System ("System" or "Software") and secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – CORE Master License Agreement

Exhibit E – Minimum Hardware Requirements/Communication and Connectivity Requirements

Exhibit F – Support, Escalation and SLA Policy

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

Notwithstanding the foregoing, the terms of the CORE Master License Agreement shall prevail with respect to the Licensed Program (as defined in Exhibit D) only.

2. TERM OF AGREEMENT

A. **Initial Term.** Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement begins as of the Effective Date and will continue in effect for five (5) years from the commencement of the Business Requirements Design Meeting ("Initial Term").

B. **Renewal Term.** If the City wishes to extend the term after the Initial Term, it shall serve notice in writing to Contractor not less than ninety (90) days prior to the end of the Initial Term. In the absence of such notice, this Agreement will automatically renew for additional successive one (1) year terms unless terminated pursuant to Section 7 of this Agreement (a "Renewal Term" and, collectively, with the Initial Term, the "Term").

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor agrees to provide the System and perform the Services as set forth in the Implementation Scope of Services (Exhibit A), CORE Master License Agreement (Exhibit D) and Support, Escalation and SLA Policy (Exhibit F), which are attached hereto and incorporated herein. Time is of the essence.

4. WARRANTY FOR PROFESSIONAL SERVICES

Contractor expressly warrants that all services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the Final Business Requirements Design Document, requirements and instructions upon which this Agreement is based. Contractor shall warrant its Services for a period of one (1) year after acceptance. If City notifies Contractor within the warranty period of a breach of the foregoing warranty, Contractor shall re-perform such Services, at no cost to the City, in compliance with the foregoing warranty when defects are due to the negligence, errors or omissions of

Contractor. If Contractor fails to correct the services within thirty (30) days of notice, City may make corrections and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in Section 1 of Exhibit B and is subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty after the Initial Term, by giving not less than Ninety (90) days' prior written notice to Contractor.

B. Customer's funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Contractor acknowledges that City, a municipal corporation, is precluded by the California State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. Despite the foregoing, the Customer shall pay Contractor for any Services performed in accordance with this Agreement up to the date of termination.

C. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies

provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

D. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, each Party will deliver to the other Party all information or material that it has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City, which such approval shall not be unreasonably withheld or delayed. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for one Party in performance of this Agreement shall be held confidential and shall not, without the prior written consent of the other Party, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to one Party which is otherwise known to the other Party or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

City and Contractor agree that Contractor shall own the entire right, title, and interest, including patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data conceived or developed by Contractor in the performance of the project, or developed using Contractor's facilities or personnel. City and Contractor agree that City shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived and developed by City's facilities or personnel, but shall not include intellectual property of Contractor.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen

through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Finance Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at klee@santaclaraca.gov

And to Contractor addressed as follows:

Wonderware, Inc. dba CORE Business Technologies
950 Warren Avenue 4th Floor
East Providence, Rhode Island 02914

and by e-mail at raj.lakhani@corebt.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party

shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

Notwithstanding the foregoing, any changes to this Agreement that relate to (i) the deletion of Services, (ii) adding additional Services, or (iii) changing or modifying Services, not to exceed the maximum compensation of this Agreement, shall be made by a written Change Order signed by both City and Contractor project representatives.

The change order shall be prepared in a form that sufficiently describes the change, delineate the cost, schedule, and other impacts of the change and the payment terms for any price increase.

25. EXECUTIVE ORDER N-6-22

In order to comply with the Governor's Executive Order, the following information is provided which will be included in City bids and agreements until such time that the EO is rescinded.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs the City of Santa Clara to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-

sanctions). Failure to comply may result in the termination of contracts or grants, as applicable.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

_____
Office of the City Attorney
City of Santa Clara

_____
RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WONDERWARE, INC. DBA CORE BUSINESS TECHNOLOGIES
a Rhode Island corporation

Dated: 07/07/2022
By (Signature): Dan Paulus
Name: Dan Paulus
Title: Chief Executive Officer
Principal Place of Business Address: 950 Warren Avenue 4th Floor
East Providence, Rhode Island 02914
Email Address: dpaulus@corebt.com
Telephone: (866-567-2673) ext 1478
Fax: ( )

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES FOR IPAYMENT ENTERPRISE SOLUTION

1. INTRODUCTION

1.1. The City wishes to implement Contractor's iPayment Enterprise, a vendor-hosted centralized cashiering system.

1.2. This scope of services defines the principal activities and responsibilities of Contractor and the City for system configuration and implementation and includes the Departmental Deposits and Short-Term Undistributed Payments solution.

1.3. Under this Agreement, Contractor shall provide all professional services required to deliver items in this Exhibit A and in the Business Requirements Design Document (BRDD).

2. PROJECT MANAGEMENT

2.1. Both City and Contractor agree to appoint a principal point of contact, identified as "Project Manager", to whom all communications between the parties with respect to deployment of this project shall be directed.

2.2. The Contractor's Project Manager shall be the primary person communicating with the City and keeping City fully apprised on the status and progress of the project. The Contractor's Project Manager shall also be responsible for project schedule updates in Mavenlink; creation and preparation of progress reports which are available in Mavenlink and meeting minutes which can be provided as transcripts of recorded meetings; adherence to project scheduling; and general project coordination. City users will be granted access to Mavenlink.

2.3. In general, the Contractor's Project Manager has the leadership role in carrying out the scope of work and implementation to successful completion and go-live. The City's Project Manager is primarily a support role to ensure the City's requirements are met and project is completed successfully and on schedule. City and Contractor Project Managers will jointly coordinate day-to-day execution of the project schedule. City and Contractor Project Managers will collaboratively manage project scope, budgets, issues, risks, communications and Change Orders.

3. CITY RESPONSIBILITIES

The City shall:

3.1. Provide appropriate personnel for the project.

3.2. Provide access to appropriate personnel as required by Contractor during configuration, development, installation, and training.

3.3. Allow Contractor to have VPN access to host system test and production application and database instances. Contractor shall conform to the security protocol of the City.

City will work with Contractor to determine the best approach for accessing Contractor's data center to support the ASP hosting.

3.4. Be responsible for setting up and managing the merchant banking and credit card accounts and all associated costs and respective fees where applicable.

3.5. If City chooses to implement the optional ICL/ACH service, City shall comply with the rules and regulations governing electronic check (ACH) transactions as published from time to time by the National Automated Clearing House Association. City will also comply with the rules, policies and procedures of the payment card issuers. Should the City be notified by its vendor(s) in writing that it is not in compliance with such rules, regulations, policies and procedures, City will comply within (90) days of receipt of written vendor notification.

3.6. Acquire and maintain third party software licenses, equipment and communication services necessary to connect to the CORE ASP and to download, print and otherwise process data delivered by the CORE ASP, including but not limited to desktop computers, network servers and printers, applications software and operating system software, telecommunications connections and Internet services.

4. IMPLEMENTATION

4.1. General Responsibilities

4.1.1. Contractor shall provide a Welcome Guide to the City. This will be accomplished as part of the Business Requirements Design Meeting described below.

4.2. Business Requirements Design

4.2.1. Contractor shall conduct a remote Business Requirements Design Meeting to review project scope and deliverables, functionality, and integration requirements.

4.2.2. Within fifteen (15) business day of the Business Requirements Design Meeting, Contractor shall prepare and deliver to City an Initial Business Requirements Design Document (BRDD). The City shall provide a written response to the Initial BRDD and all subsequent versions within ten (10) business days from receipt.

4.2.3. Contractor shall incorporate any feedback from the City on the Initial BRDD. Once the City accepts the BRDD in writing, the document will be incorporated herein as the controlling functional document for all system acceptance testing performed by the City.

4.3. System Configuration

4.3.1. Contractor shall add interfaces as outlined in Section 2 of Exhibit B which are used in OneStep, the existing version of Contractor's central cashiering system.

4.3.2. Contractor shall configure Undistributed Payments to be handled through baseline iPayment configuration as a short-term measure and prior to implementation of the Undistributed Payments/Trust Module as identified in Section 5.1.4. Configured functionality will consist of the following:

4.3.2.1. Establish a Transaction Type for the undistributed payments with an identifier (e.g., account number, checking account number, or full name), description, contact information (e.g., name, address, phone, email), etc. where the user collects as much as they can.

4.3.2.2. Create, save, and run a Transaction Type Report in detail for the Undistributed Payment type with a CSV output of all data elements.

4.3.2.3. City will import the CSV into a system like Microsoft Access or Excel where the data can be manually tracked and manipulated.

4.3.2.4. Use CORE's Reversal process to then apply the money when the time comes.

4.3.3. Contractor shall implement credit/debit card processing to the Managed Services Gateway.

4.3.4. Contractor shall configure merchant and bank information in the Managed Services Gateway with appropriate merchant and bank information.

4.4. Testing and Final Acceptance

4.4.1. Contractor shall stand up and configure Development, Test and Production instances in its data center for integrated host system processing.

4.4.2. Contractor shall provide testing and quality assurance prior to delivery to the City's Test Environment. The City shall conduct a 30-day user acceptance testing (UAT) in accordance with the Final BRDD. During UAT, the City and Contractor shall prepare a punch list of items required to complete system configuration and implementation in accordance with the Final BRDD. Contractor shall provide corrections and/or action plan for go-live critical punch list items within ten (10) business days of City's notification.

4.4.3. Deficiencies identified during testing that are not within the Final BRDD may result in a Change Order. Any additional cost will be in accordance with the rates set forth in Exhibit B.

4.4.4. The City shall approve the go-live date but no later than thirty (30) calendar days after Contractor's completion of go-live critical punch list items. Upon City's approval, Contractor shall perform final quality assurance for the City to use iPayment in a production capacity.

4.4.5. Within 30 calendar days after go-live and following completion of all punch list items, delivery of Documentation (user and admin guides), completion of training, and City's validation that the system meets the Final BRDD, both parties will execute the Final System Acceptance Certificate (Appendix A1) to memorialize system acceptance. Additional services procured by the City after the Contractor has begun configuration of the Development, Test and Production instances will not be deemed punch list items, unless both parties agree otherwise.

4.4.6. By executing the Final System Acceptance Certificate, the City agrees to pay Contractor any remaining and approved outstanding invoices and any previously withheld retainage.

4.5. Documentation

4.5.1. Contractor shall provide administrative and user documentation.

4.6. Training

4.6.1. Contractor shall provide training to the City on the system that includes training for administrators and end users. Training hours are as identified in Exhibit B.

4.6.2. Training will be conducted in the "train the trainer" format with the provision of suitable materials that will permit the City to train its own staff using the User and Administrative guides. Contractor will offer one (1) User, one (1) Administrative and one (1) Report training online. Additional online training can be scheduled with the Contractor during the term of the agreement at current daily rate.

5. ADDITIONAL SERVICES

5.1. At its sole discretion, the City may elect to implement the following additional services/products:

5.1.1. Online Portal to constituents' self-service payments for miscellaneous fees and transactions.

5.1.2. Reconciliation Services Gateway

5.1.3. Access Reporting Tool Replacement (Needs final discovery and specification should City choose to move forward).

5.1.4. Undistributed Funds/Trust Module (Module delivered based on CORE roadmap).

5.1.5. Optional ICL Processing

5.2. Maximum compensation for such additional services/products is set forth in Exhibit B, except where more discovery and final scope is needed. Initial estimates are listed in

Exhibit B based on initial information. Contractor will provide actual cost when scope is finalized.

5.3. Contractor shall not provide any additional services/products without prior written authorization from the City including a final scope of services for such services.

APPENDIX A1
FINAL SYSTEM ACCEPTANCE CERTIFICATE

This Final System Acceptance Certificate is provided with reference to the Agreement for Services between the City of Santa Clara and Wonderware, Inc., doing business as CORE Business Technologies, for the configuration and implementation of iPayment Enterprise.

Contractor and the City acknowledge that:

1. Contractor has delivered all system or product documentation promised under this Agreement.

2. The system is accepted, and all punch list items generated during testing have been completed.

3. By acknowledging the Final Acceptance of the System, the City agrees to pay any remaining and approved outstanding invoices to Contractor, including previously withheld retainage.

Wonderware, Inc., doing business as CORE Business Technologies

By: _____

Name: _____

Title: _____

Date: _____

City of Santa Clara

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

The maximum amount payable for all materials and services provided under this Agreement shall not exceed **Five Hundred Sixteen Thousand Eight Hundred Sixteen Dollars ($516,816)** during the Initial Term of the Agreement, subject to the appropriation of funds. Any additional services or products requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to this Agreement.

After the Initial Term, the maximum compensation shall be based on the funds appropriated for the applicable renewal term.

Table B1: Five-Year Cost Summary

Description	Amount
One-Time Fees	
Implementation Fee	$164,500
Peripheral Hardware	$14,855
Recurring Fees	
Year 1	$50,265
Year 2	$50,265
Year 3	$50,265
Year 4	$50,265
Year 5	$50,265
Subtotal	$430,680
20% Contingency for Additional Products & Services	$86,136
Maximum Compensation	**$516,816**

2. IPAYMENT ENTERPRISE IMPLEMENTATION

2.1. Contractor shall configure and implement the iPayment Cashiering System as set forth in Exhibit A for a fixed fee of $164,500, a breakdown of which is provided below in Table B2.

Table B2: Breakdown of One-Time Implementation Fee

Description	Amount
iPayment Enterprise - iCashiering, Admin Center Base Setup Fee	$30,000.00
• Base system setup and database configuration	
• Design Specification Documentation	
• System Configuration	
• QA Testing	
Project Management	$25,000.00
• Oversight of CORE Cashiering project deliverables for project duration. Any changes in project scope impacting the project timeline will result in an extension of project management resources at $2,500/month	
Interface Development	

Description	Amount
• Peoplesoft A/R Inquiry & A/R Batch Update – $7,500/definition	$15,000.00
• Peoplesoft Financials Validation & Batch Update (GL validation to be performed at the segment level, after the complete chart of accounts has been filled in) – $7,500/definition	$15,000.00
• HDL - $7,500/definition (based on an inquiry & update web services API)	$15,000.00
Single Sign-On Integration	$15,000.00
One-Step to iPayment Implementation and Implementation Services (140 hours)	$31,500.00
eBusiness Requirements Design	$9,000.00
• Covers 40 hours:	
▪ Departmental Meetings	
▪ Data gathering for Design Specifications Document	
▪ Additional 8-hour blocks at $1,800/day	
Remote Training and Deployment Support – 40 hours (additional 8-hour blocks at $1,800/day)	$9,000.00
Documentation (includes user and admin guides)	Included
TOTAL	**$164,500.00**

2.1.1. Contractor is not responsible for third party integration, license or use fees except to the extent such third-party products are part of the integration delivered to Customer.

2.2. Progress payments shall be made to Contractor by City based on net thirty (30) days payment terms as detailed in Table B3, following delivery of designated milestones.

Table B3: Payment Schedule

Payment Schedule	***Amount***
20% Upon delivery of Initial BRDD	$32,900.00
10% Upon Customer acceptance of BRD Document	$16,450.00
30% Upon Delivery of Project to Test Environment	$49,350.00
30% Upon Movement of Project into Production Environment*	$49,350.00
10% Upon Final System Acceptance	$16,450.00
Total	**$164,500.00**

**If the City causes delay of more than 60 days to project plan, the parties agree that the payment schedule will be adjusted so that the 30% Upon Movement of Project into Production Environment will change to 20% due at originally agreed upon date and 10% at actual date.*

2.3. City shall notify Contractor of any disputes related to deliverables within fifteen (15) calendar days of receipt of invoice. Parties shall work cooperatively to resolves all disputes within thirty (30) calendar days.

3. RECURRING FEES

The recurring fees set forth in Table B4 below will serve as the baseline for the recurring fees to be charged during any Renewal Term. Contractor will notify City of any changes to the fees for any Renewal Term at least forty-five (45) days prior to the start of the Renewal Term. Any increase to the fees for the first Renewal Term following the Initial Term may not exceed five percent (5%).

Additional increases may be applied at any time during the Initial Term if required quantities/transactions increase.

Table B4: Breakdown of Recurring Fees

iPayment Enterprise – 5-year term	***Annual Recurring Fee***
iPayment Enterprise Subscription License includes:[1] • *iCashiering* – POS, Remote Departments • *Admin Center* – for research, reports, and configuration • Enterprise license – Unlimited users, • Unlimited number of collection points, • Up to an initial 25,000 annual transactions, • Annual License Maintenance and Support **Additional Transaction Volume block option:** • Additional 10,000 annual transaction block - $545/month • Additional 25,000 annual transaction block - $835/month • Additional 50,000 annual transaction block - $1,585/month	$17,940.00
CORE ASP (Hosting Service)[2] • PCI-DSS Level 1 Compliant Data Center • 24/7 Security Monitoring • Hardware Management and Support • IIS Server & Licensing • dB Server & Licensing • Test Instance • Production Instance • Up to an initial 25,000 transactions per year **Additional Transaction Volume blocks:** • Additional 10,000 annual transaction block - $295/month • Additional 25,000 annual transaction block - $425/month • Additional 50,000 annual transaction block - $795/month	$30,000.00
RECURRING MONTHLY LICENSE AND HOSTING FEES - SUBTOTAL	**$47,940.00**
Managed Service Credit Card Gateway	***Annual Recurring Fee***
Gateway fee ($0.07/transaction, up to 7,500 trans/year)[3]	$525.00
EMV & P2PE Support License per card device, ($360.00/year/5 devices)[3]	$1,800.00
MANAGED SERVICES GATEWAY - SUBTOTAL	$2,325.00
ANNUAL RECURRING FEES - TOTAL	**$50,265.00**

[1]25% of the amount will be billed quarterly, or $1,121.25 per quarter, in advance commencing with the date of the Business Requirements Design Meeting. Thereafter, 100% of the amount, or $17,940.00, will be billed annually Upon Movement of Project into Production Environment.
[2]100% of the amount will be billed annually in advance commencing Upon Delivery of Project to Test Environment.
[3]Billed annually commencing Upon Movement of Project into Production Environment.

4. PERIPHERAL HARDWARE

Table B5: Peripheral Hardware

Description	Unit Price	Qty	Total
TM-S9000 All-in-One Multi-Functional Device (Supports Receipt Printing, MICR Reader, OCR Scanning, ID Card and Check Imaging (ICL) for Check 21), includes 2-year warranty	$1,846.00	5	$9,230.00
• *2-year Extended Warranty for Multifunctional Device*	$200.00	5	$1,000.00
Integrated Secure Entry EMV & P2PE Compliant Credit Card Terminals – (Requires Monthly EMV/P2PE fees of $30.00/Terminal), includes 1-year warranty	$925.00	5	$4,625.00
		TOTAL HARDWARE COST	**$14,855.00**

Peripheral hardware is shipped FOB Destination, Freight Prepaid and Add.

5. ADDITIONAL PRODUCTS AND SERVICES

The City has set aside the amount of $86,136 for the payment of additional products/services that may be required during the term of the Agreement. No additional products or services will be performed unless both parties execute a Change Order or an Amendment to the Agreement outlining the services/products requested and the compensation agreed for such services.

Additional products/services shall be separately negotiated to paid on a lump sum or time and material basis at the rates set forth in Table B6, as authorized by the City.

Table B6: Fees for Additional Products and Services

Description	Not-to-Exceed Amounts
Online Portal	
• One-time setup fee based on the following criteria: o Project kickoff (finalize project scope and schedule) o Provide up to (10) transaction types o Provide integration for up to (2) host systems o Provide website integration strategies (desired City look and feel)	$30,000
• Project management fee ($2,500/month @ 6 months)	$15,000
• Additional one-time setup fee for ACH File for online eCheck Tender	$9,000
• Recurring ACH Daily File Support for online eCheck Tender ($295/month)	$3,540 per year
Reconciliation Services Gateway	
• One-time setup fee	$7,500 per bank
• No additional project management fee	/////
• Annual recurring license fee	$18,000 per year

Description	Not-to-Exceed Amounts
Access Reporting Tool Replacement	
• One-time setup fee	$9,000
• Project management fee (3 months @ $2,500/month)	$7,500
• One-time CORE developed data imports and ad-hoc reports (actual amount will be based on final discovery and specification)	$35,000 – $75,000
• Annual recurring license fee	$11,940 per year
• Additional detailed discovery will be required to determine needs, scope, product fit and final pricing	
Undistributed Funds/Trust Module	
• One-time setup fee (actual amount will be based on final discovery and specification)	$13,500 – $18,000
• Annual recurring license fee	$11,940 per year
Optional ICL Processing	
• One-time setup fee for ICL File Creation at POS	$9,000
• Recurring ICL Daily File Support ($295/month)	$3,540 per year
Hourly Rates for Other Services	
Custom Programming	$281.25/hour or $2,250.00 per day

6. INVOICING

City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $2,000,000 Each occurrence
   $2,000,000 General aggregate
   $2,000,000 Products/Completed Operations aggregate
   $2,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

D. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);

4. Cancellation.

    a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided

due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

H. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

I. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be e-mailed to ctsantaclara@ebix.com:

Or by mail to:

EBIX Inc.
City of Santa Clara – Finance Department
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

J. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
CORE MASTER LICENSE AGREEMENT

This Master License Agreement ("License Agreement"), made and entered into by and between Wonderware Inc. d/b/a CORE Business Technologies, (hereinafter called "CORE"), a corporation duly authorized and existing under the laws of the State of Rhode Island and having its principal offices at 950 Warren Avenue, 4th Floor, East Providence, RI 02914, and the City of Santa Clara, (hereinafter "Customer"), a California municipal corporation.

This License Agreement is an Exhibit to the Agreement for Services between the City of Santa Clara and Wonderware, Inc. d/b/a CORE Business Technologies dated _____ and is incorporated into the Agreement by this reference.

1. SECTION 1 - DEFINITIONS

The definition of terms set forth in this section shall apply when such terms are used in this Agreement, its exhibits, and any amendments:

1.1. "Agreement Term." The period commencing on the Effective Date and continuing through the Term of the Agreement for Services between the City of Santa Clara, California and Wonderware, inc. dba Core Business Technologies ("Agreement').

1.2. "CORE ASP". The PCI-DSS level-1 certified environment managed by CORE from where the Licensed Program is hosted.

1.3. "Enhancements." Changes or additions, other than Error Corrections, to the Licensed Program that add significant new functions or substantially improved performance thereto by changes in system design or coding.

1.4. "Error." A problem caused by incorrect operation of the computer code of the Licensed Program or other issue that produces incorrect results or causes incorrect actions to occur.

1.5. "Error Correction." Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such non-conformity.

1.6. "Effective Date." The "Effective Date" found in the Agreement

1.7. "Final Project Specification": The project functionality specification developed by CORE as a result of the design meetings in cooperation with the Customer that is agreed to in writing by the parties.

1.8. "Licensed Program." The computer program specifically identified within the Exhibits herein as applications within the *iPayment Enterprise* product line, including object code, written and electronic documentation as well as related procedural code, Enhancements, Error Corrections, and Custom Modification.

1.9. "Normal Working Hours." The hours between 8:30 AM and 5:00 PM Pacific Time. Monday through Friday, excluding regularly scheduled holidays of CORE.

1.10. "Privacy Laws." All present and future laws and regulations relating to the privacy of individually identifiable medical, financial or other information including, the Health Insurance Portability and Accountability Act of 1996 and rules and regulations promulgated thereunder (HIPAA).

1.11. "Proprietary Information and Intellectual Property." Unpublished and published "know-how" and "trade secrets" which shall include, without limitation, the Licensed Program, computer programs, program designs, algorithms, subroutines, system specifications, test data, charts, graphs, operation sheets, and all other technical information, owned by CORE or under its control, relating to the development and production or use of the Licensed Program and the design, configuration, programming, and protocol of the Licensed Program.

1.12. "Specifications." The functional performance parameters of the Licensed Program as developed by CORE.

1.13. "Transaction" The creation of a record in the system transaction table with a uniquely assigned transaction reference number. Examples: (i) the posting of a single transaction to a receipt tendered by one or more payment types (tenders) will result in a single transaction record, (ii) the posting of more than one transactions to a receipt tendered by one or more tenders will result in transactions equal to the number of items, (iii) the posting of a parent transaction (i.e. customer lookup) containing child transactions (i.e. invoices) will result in the creation of transactions equal to the number of items plus the number of child transactions.

1.14. "Users." The designated Customer employee(s) including contracted staff for whom a unique identifier and password have been assigned by Customer to access and operate the Licensed Program.

2. SECTION 2 – GRANT OF LICENSE, USE OF LICENSED PROGRAM

2.1. Scope of License. Subject to compliance by Customer with the terms hereof, CORE hereby grants to Customer, for the Agreement Term, unless terminated as provided herein, a personal, non-exclusive, non-transferable license (without the right of sublicense), to: access the Licensed Program and use it only in object code form solely on computers owned or leased and used by Customer at its facilities, for up to the number of Transactions specified in Exhibit B, for the sole and express purpose of supporting the internal business activities of Customer.

2.2. Testing and Acceptance. Customer shall have 30 days from the first date the development system is available to Customer (the "Test Period") to test the Licensed Program to determine whether it functions materially in accordance with the Specifications. The Licensed Program will be deemed satisfactory to Customer and accepted by Customer unless Customer provides notice to CORE within the Test Period describing in detail any Errors in the Licensed Program. If Customer delivers a timely notice to CORE of any such Errors during the Test Period, CORE will correct those identified Errors that can be repeated by CORE within a reasonable time. If CORE is unable to correct said Errors within a reasonable time after receiving notice, Customer may elect to terminate this License Agreement through termination of the Agreement and CORE shall refund to Customer any License fees paid to CORE.

2.3 Minimum Hardware and Software Requirements and Connection. Customer acknowledges that in order for the Licensed Program to be executed, Customer's computers must meet or exceed the minimum published hardware, software (including third-party software) and communication requirements for the Licensed Program as set forth in the CORE minimum hardware and software requirements document (the "Minimum Requirements") set forth in **Exhibit E**. Customer agrees such requirements are subject to change, and that future versions of the Licensed Program may have different hardware and software requirements than those presently in effect. The acquisition of necessary hardware and software meeting the requirements then in effect shall be the sole responsibility of Customer. Any hardware Customer purchases from CORE shall be subject to a separate hardware purchase agreement to be mutually agreed by the parties.

2.4 Third-party Software. To the extent set forth in the Specifications, Customer will execute and comply with additional license agreements provided by CORE for software produced by other licensors, including without limitation software described as such in the Exhibits and the Minimum Requirements, which will be used in connection with the CORE ASP Service.

2.5 Custom Modifications. The Customer acknowledges that the Licensed Program does not include customization ("Custom Modifications"), such as software interfaces to the Customer's host systems, check digit routines, interest computations, OCR edits, etc. Development by CORE of Custom Modifications during the Subscription Term is chargeable by CORE at the rates set forth in **Exhibit B** or as otherwise agreed in writing by the Parties.

2.7 Availability of CORE Enhancements. CORE will incorporate periodic updates and upgrades into the Licensed Program. CORE will schedule the implementation of major upgrades in cooperation with Customer.

2.8 Service Level Agreement. During the Agreement Term, CORE will provide Customer the level of support and service levels for the Licensed Program as specified in the CORE Support and Escalation policy set forth in **Exhibit F**.

2.9 Permitted Uses. The rights granted under this License Agreement permit the Customer: (1) to have access to and to use the Licensed Program during the Agreement Term; and (2) to install and use at Customer's facilities such additional components of the Licensed Program as CORE may supply for purposes of enabling Customer to access the Licensed Program and to perform ancillary functions on-site, all as specified in the system specifications, guides and Final Project Specifications. Customer and Customer's authorized Users may use the Licensed Program only to access Customer's Data for Customer's internal information processing needs. Customer agrees to abide by all applicable laws and regulations in connection with its use of the Licensed Program. Customer may not sublicense, resell, publish, transmit, broadcast or otherwise distribute all or any portion of the Licensed Program to any person or entity, or uses it to process the data of a third party. Customer shall take reasonable measures to restrict access to the Licensed Program to its authorized employees and agents. Customer shall be responsible for ensuring that all individuals having access to the Licensed Program through Customer's account will observe and perform all the terms and conditions of this License Agreement. Customer agrees to immediately notify CORE in writing of any misuse, misappropriation or unauthorized disclosure of the Licensed Program that may come to Customer's attention

3. SECTION 3 – TITLE TO MATERIALS

3.1 Title to Licensed Program and Licensed Documentation. Customer acknowledges that all right, title, and interest in and to the Licensed Program (including but not limited to all Enhancements and Custom Modifications) is and shall remain at all times the sole and exclusive property of CORE. Customer acknowledges that no such rights, title, or interest in or to the Licensed Program (including but not limited to all Enhancements and Custom Modifications) is granted under this License Agreement, and no such assertion shall be made by Customer. The Licensed Program is and shall remain the sole property of CORE, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid CORE for the use of Licensed Program or Custom Modifications. Customer is granted only a limited right of use of the Licensed Program as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this License Agreement.

4. SECTION 4 – FEES AND PAYMENTS

4.1 License Fees. Customer shall pay CORE the Subscription Fees for the Licensed Program set forth in **Exhibit B**. CORE shall bill and Customer shall pay the Subscription Fees quarterly in advance during the Agreement Term.

4.2 Per Diem. Customer will pay for CORE employee's meals during authorized travel, including tax and tips, up to the per diem amount established by the General Service Administration (GSA) for the destination location (available at: http://www.gsa.gov/perdiem). Customer will not pay for alcoholic beverages or service/delivery charges.

4.3 Other Costs. Other costs, including but not limited to air/train/taxi fare, charges for reasonable and normal travel time to and from the Customer site, parking, freight costs, reproduction charges, peripheral hardware shipping fees and other incidental expenses incurred by CORE on account of this License Agreement, shall be billed to the Customer at cost. Travel arrangements shall be reserved by the most logical and least expensive method.

4.4 Interest Fee. CORE shall have the right to charge Customer a monthly interest fee of 1.5% (18% annually) for all undisputed invoices which are over thirty (30) days past due.

4.5 Taxes. The fees and charges specified in this License Agreement are exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the service and support provided hereunder. Customer shall pay any such amounts upon request of CORE accompanied by evidence of imposition of such taxes or provide evidence of tax exemption status acceptable to the taxing authority.

5. SECTION 5 PROTECTION OF PROPRIETARY INFORMATION AND MATERIALS

5.1 Acknowledgement of Proprietary Information and Materials; Limitations on Use. Customer acknowledges that the Licensed Program and all other Proprietary Information and Intellectual Property are unpublished works for purposes of federal copyright law and embody valuable confidential and secret information of CORE, the development of which required the expenditure of considerable time and money by CORE. Customer shall treat the Licensed Program and all other Proprietary Information and Intellectual Property as confidential and shall not use, copy, or disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not specifically authorized under this License Agreement.

5.2 Rights in Customer Data. As between the parties, Customer or its licensors retain all right, title and interest (including any and all intellectual property rights) in and to Customer's data and information ("Customer Data"). Subject to the terms of this Agreement, Customer hereby grants to CORE a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of, and display the Customer Data solely to the extent necessary to provide the Licensed Program to Customer, or to prevent or address service or technical problems under this License Agreement, or as may be required by law. Customer will be provided with a periodic backup of data in accordance with the schedule and methods delineated in the Specification. Upon termination of this License Agreement for any cause or reason (including Customer's breach), and upon payment of CORE's then standard charges for time and materials, CORE will provide Customer in an XML formatted file of Customer's data.

5.3 Secure Handling. Customer shall require that access to the Licensed Program shall be maintained in a manner so as to reasonably preclude unauthorized persons from gaining access thereto, and Customer shall permit access only as necessary for either party's use thereof in accordance with the terms of this License Agreement.

5.5 Customer assurance with respect to reverse engineering. Customer is prohibited from taking any steps to reverse assemble, reverse compile or otherwise derive a source code version of the Licensed Program.

5.5 Proprietary Legends. Customer shall not remove any proprietary or other legend or restrictive notice contained or included in the Licensed Program or any material provided by CORE.

5.6 Customer assurance with respect to Users. Customer shall assure that all Users comply with the terms and conditions of this License Agreement.

6. SECTION 6 – LIMITED WARRANTY, LIMITATION OF LIABILITY, AND INDEMNITY

6.1 Limited Warranty.

a. CORE warrants that the Licensed Program will perform substantially in accordance with the Specification during the Agreement Term. CORE further represents and warrants that (1) it has the right to grant the licenses and access granted to Customer under this License Agreement for the Licensed Program; (2) the Licensed Program shall be free of any defect or any virus or other

program routine designed to erase or otherwise harm Customer's hardware, Customer Data, or other programs; and (3) the services shall be performed in a professional and workmanlike manner, according to minimum industry standards, and performed by competent personnel. CORE's entire liability and Customer's remedy for any breach of this warranty shall be for CORE, at CORE's option, to repair the Licensed Program within a reasonable time so that it complies with the warranty or provide notification to the customer of the inability to provide a repair. Upon such notification, the Customer will notify CORE within 30 days that (1) the Customer wishes to continue to use the affected module(s) or (2) the Customer will discontinue use of the affected module(s) and in such event CORE will issue a pro-rata refund all subscription fees paid from the date of warranted issue report to the date of discontinuation.
b. PCI Compliance. CORE will maintain compliance with PCI Security Standards throughout the term of this agreement, validated annually to meet or exceed the PCI Data Security Standards.

c. The warranty will not apply to the Customer if there is an Error or other deficiency in the Licensed Program which is attributable to inappropriate or unauthorized use of the Licensed Program, or neglect, misuse or abuse by the Customer or any agent or User of the Customer.

d. EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE AGREEMENT, CORE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE LICENSED PROGRAM, OR SUPPORT OF THE LICENSED PROGRAM. CORE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CORE DOES NOT WARRANT THAT THE LICENSED PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE ERROR-FREE, OR ALL DEFECTS WILL BE CORRECTED. CORE ALSO DOES NOT WARRANT THAT THE LICENSED PROGRAM WILL FUNCTION PROPERLY IN COMBINATION WITH EQUIPMENT OTHER THAN EQUIPMENT SOLD BY CORE TO CUSTOMER, SOFTWARE MADE ACCESSIBLE TO CUSTOMER BY CORE, AND/OR IN ACCORDANCE WITH THE SYSTEM CONFIGURATION REQUIREMENTS.

e. The Licensed Program is provided over the Internet. Customer recognizes that the Internet consists of multiple participating networks which are separately owned and therefore are not subject to the control of CORE. Customer also recognizes that CORE's ability to provide the Licensed Program depends on Internet services provided to CORE. Malfunction of or cessation of Internet services by Internet service providers or of any of the networks which form the Internet may make the Licensed Program temporarily or permanently unavailable. WITHOUT LIMITING THE PROVISIONS OF THIS AGREEMENT, CUSTOMER AGREES THAT CORE SHALL NOT BE LIABLE FOR DAMAGES INCURRED WHEN INTERNET SERVICES ARE UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF INTERNET SERVICES BY, NETWORK (S) OR INTERNET SERVICE PROVIDERS, OR DUE TO ANY MISUSE, ACCIDENT OR ABUSE BY CUSTOMER OR ITS USER(S).

f. CORE will not be liable for unauthorized access to or alteration, theft or destruction of Customer's Data, files, programs, procedures, or information through accident, illegal or fraudulent means or devices, or any other method, unless such access, alteration, theft, or destruction is caused as a result of CORE's gross negligence or willful misconduct. It is Customer's responsibility to validate for correctness all output and reports. CORE will protect Customer's data and programs from loss by performing nightly backup procedures.

g. **LIMITATION OF LIABILITY.** THE OBLIGATIONS OF CORE AND THE RIGHTS AND REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE GIVEN IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES

OF CORE. IN NO EVENT SHALL CORE BE LIABLE HEREUNDER, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, IN AN AGGREGATE AMOUNT IN EXCESS OF THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CORE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED PROGRAM, EVEN IF CORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL NOT APPLY TO DAMAGES ARISING FROM CORE'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 6.4.

6.2 Exclusive Remedy. As the exclusive remedy of Customer for any nonconformity or defect constituting an Error in the Licensed Program for which CORE is responsible, CORE shall use commercially reasonable efforts to provide Error Corrections with respect to such Error. However, CORE shall not be obligated to correct, cure, or otherwise remedy any Error in the Licensed Program resulting from any (1) modification of the Licensed Program by Customer, or (2) failure of Customer to notify CORE of the existence and nature of such nonconformity or defect upon its discovery.

6.3 CORE Indemnification. CORE shall and does hereby agree to indemnify, hold harmless, and save Customer from liability against any third-party claim, demand, loss, or action alleging that the Licensed Program, Error Corrections, or made by CORE infringe any third-party rights in the United States respecting copyright, trade secret, or patent resulting from Customer's use of the Licensed Program in compliance with this Agreement

7. SECTION 7 – TERM, TERMINATION AND CANCELLATION

7.1 Term and Termination.

a. Termination and Effect of Termination. This License Agreement shall terminate upon termination of the Agreement. Upon termination of this License Agreement, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations or covenants contained herein that are expressly intended to extend beyond the term of this Agreement, including, without limitation, covenants relating to Confidentiality and Indemnification.

7.2 Actions Upon Termination. Upon termination of this License Agreement for any reason, Customer shall immediately cease use of the Licensed Programs.

8. SECTION 8 – MISCELLANEOUS

8.1. Severability. If any provision of this License Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this License Agreement will remain in full force and effect.

8.2. Force Majeure. CORE shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond CORE's control including, without limitation, fires, embargoes, war (or other outbreaks of hostility), governmental acts and regulations, receipt of orders from all sources in excess of its suppliers' then-scheduled production capacity, and other causes beyond CORE's control.

8.3. New Platform Protection. As long as Customer maintains a continuous software support Agreement with CORE for each of the modules included herein, Customer shall have the right to transfer the licenses for any and all modules to any new hardware/platform environment (hardware and system software as defined herein) then currently marketed and supported by CORE. Customer agrees to pay for reasonable required services and out-of-pocket costs associated with the migration to the new platform.

8.4. Compliance with Privacy Laws. Each party shall also be responsible for ensuring that performance of its obligations and exercise of its rights under this License Agreement comply with all applicable Privacy Laws. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any Privacy Laws, (i) the parties shall agree in good faith upon an appropriate amendment to this Agreement to comply with such laws and regulations and (ii) the parties shall execute and deliver any documents required to comply with such Privacy Laws including, without limitation, any business associate agreements required under HIPAA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written below.

City of Santa Clara	***Wonderware Inc. d/b/a CORE Business Technologies***
*By:(X)*_____	*By:(X)* Dan Paulus
*Printed Name:*_____	*Printed Name:* Dan Paulus
*Title:*_____	*Title:* CEO
*Date:*_____	*Date:* 07/07/2022

EXHIBIT E
MINIMUM HARDWARE REQUIREMENTS
COMMUNICATION AND CONNECTIVITY REQUIREMENTS

PCs should have the following minimum configuration:

- 1GHz Core 2 Duo (or better)
- MS Windows 7 or higher
- 1GB RAM
- USB Ports (enough to support required hardware)
- Monitor with 1024 x 768 or greater

Operating System/Software Environment

Workstation must be running Internet Explorer version 11.0 or higher and Microsoft.Net Framework 4.8 or higher installed (if the peripheral package is installed). Chrome, New Edge and Firefox are supported.

Payment Gateway Connectivity for the credit card device for POS card processing

The following sites need to be accessible through the firewall to complete connection to all required gateway services:

https://vhq.verifone.com/MessagingServer/MessageHandler.asmx
This is the online monitoring service for the devices. It is used to monitor the connection status', pull log files and push updates as needed.

For production, these URLS are needed.
https://api.vfipayna.com/IPCHAPI/RH.ASPX
https://api.vfipayna2.com/IPCHAPI/RH.ASPX

For test, these URL's are needed.
https://cert.api.vfipayna.com/IPCHAPI/RH.ASPX
https://cert.api.vfipayna2.com/IPCHAPI/RH.ASPX
These are the main and backup URL's for the payment gateway. The Point device talks directly to these URL's for credit card payments.

Ports 5015 and 5016
These are for communication between the Peripheral Service and the card devices

EXHIBIT F
SUPPORT, ESCALATION AND SLA POLICY

This document defines CORE Business Technologies' support and escalation procedures in accordance with the following tables and severity labels.

Software support will be conducted by the Core Business Technologies Support Services team at 950 Warren Avenue, 4th Floor, East Providence, RI 02914.

Email: softwaresupport@corebt.com
Tel: 866-567-2673

Normal Business Hours Unless otherwise agreed between CORE and Customer in writing, the services described in this section shall be rendered during CORE's normal business hours of 8:30 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, excluding designated CORE holidays.

Designated CORE Holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Eligibility
Subject to Customer's compliance with the terms of this Subscription Agreement and in consideration of Customer's payment of the Subscription Fees, CORE will perform the Support described in this section. All support and escalation must be initiated by the designated authorized representative of the client. No end user support is provided with this agreement.

Supported Version
CORE shall support the version of the Licensed Program being used by the Customer regardless of subsequent upgrades for a period of 3 years; it is understood by Customer that implementation of upgrades may be necessary to optimize performance, leverage new features and receive functional updates.

Process
Support will take affect after basic diagnostic steps have been performed in accordance with the specification document. For system unavailability, system reload must be performed as part of system diagnostics.

1. **Initiation** – The call or email must be initiated by an authorize service representative and must be received through CORE's 1-800 support line, Tel: 866-567-2673, or at softwaresupport@corebt.com, which will be available 24 x 7.

2. **Logging** – The support request is logged and includes time and date received, name of caller, description of problem and action taken.

3. **Acknowledgement** – The call is acknowledged and assigned according to the service level table definitions.

4. **Service and support** – Production support will be attempted by the helpdesk personnel. If a solution cannot be achieved by the Helpdesk, service and support will be performed in accordance with the definitions stated in the Service Level Table.

5. **Escalation** – Escalation occurs in accordance with urgency and escalation table.

6 **Callback** – Response time is as listed in the Service Level Table according to your contracted level of coverage.

7 **Service Level Agreement:**

   a. **Service Level Commitment**. CORE will use its best efforts to ensure 99.5% Availability (as defined below) of the CORE ASP Service. A failure by CORE to meet this commitment will entitle Customer to claim a Service Credit (as defined below). "99.5% Availability" means that the CORE ASP Service will be unavailable no more than .5% in any calendar month, based on a 24 hour day, 365 days a year, as determined by CORE (excluding any period of unavailability described in subsection b below). The iPayment ASP and Business Center ASP shall be deemed to be unavailable when CORE's automated monitoring system is unable to access the associated web or database servers ("Unavailability").

   b. **Exceptions**. CORE's service level commitment does not cover any unavailability attributable to (1) Customer's use of the CORE ASP Service otherwise than in accordance with user guides from time to time made available to Customer; (2) any configuration or erroneous data entered into the CORE ASP Service by Customer; (3) any event beyond the reasonable control of CORE, including the malfunction or unavailability of any public Internet backbone or network or of any server or service not under the complete control of the CORE, or (4) Scheduled Maintenance pursuant to subsection (c) below.

   c. **Scheduled Maintenance**. "Scheduled Maintenance" shall mean any maintenance performed during a standard maintenance window as determined by CORE (a) of which Customer is notified 72 hours in advance or (b) the maintenance is performed without advance notice due to urgency of the maintenance in order to maintain the security and integrity of the system. Notice of Scheduled Maintenance will be provided to Customer's nominated point of contact by a method elected by CORE (telephone or email). CORE's standard Scheduled Maintenance window occurs on the second Tuesday of the month between the hours of 1AM and 4 AM Eastern Time. Customer shall be provided 24 hours advance notice in the event a change is made to the standard Scheduled Maintenance window. The CORE ASP Service shall not be deemed unavailable during Scheduled Maintenance.

   d. **Service Credit Remedy**. If CORE determines, in its reasonable judgment, that the iPayment ASP or Business Center ASP did not attain 99.5% availability during any calendar month, CORE will credit Customer's account the pro-rated Subscription Fee for one day's service for each additional .5% that the server is unavailable during any calendar month, provided that no credit shall exceed the pro-rated charges for one day's service for any single instance of Unavailability. All service credit requests must

be in writing and emailed directly to CORE's accounting department with ten (10) days from the date of the server unavailability. Credits cannot be applied to any charges other than the Subscription Fee. Customers with multiple CORE services will not receive more than one credit for any instance of unavailability. Eligibility for any credits is subject to the customer's account being current and with no outstanding balances due. THIS CREDIT SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SERVICE OUTAGE.

8. **Limitations of Support**.

   a. **Right to Refuse Requests**. CORE reserves the right to refuse CORE ASP Service Support requests when:

      i. A person other than a designated Customer Authorized Support Contact requests Support;

      ii. Support request procedures or instructions are not followed; or

      iii. CORE determines that the requested Support would seriously degrade CORE ASP Service performance and/or integrity.

   b. **Non-Supported Matters**. CORE will not provide Support for the following:

      i. Software that has been altered or modified by anyone other than CORE;

      ii. Third-party consulting services including applications design or recommendation, recovery of lost data due to third-party services, or any third-party Customer purchase recommendations;

      iii. Deficiencies created by Customer's negligence or fault;

      iv. Deficiencies resulting from malfunction of equipment other than the CORE authorized Equipment;

      v. Software not made available to Customer by CORE under this Subscription Agreement and the Schedules.

9. **Other Customer Responsibilities**.

   a. Customer agrees to limit access to CORE's Support to the designated Authorized Customer Support Contacts listed in the Specification or as amended to this agreement.

   b. Customer agrees to limit use of Support to occasions when the CORE ASP Service fails to function as described in the documentation or Project Specification, or Customer requires clarification of the documentation. Customer agrees to furnish descriptions of Deficiencies in the form requested by CORE's Support staff. Customer also agrees to assist CORE's efforts to duplicate the Deficiency.

   c. Customer agrees to provide help at the location of the Deficiency when telephone diagnostics and Support are performed. This help includes but is not limited to moving cables, rebooting equipment, following verbal instructions to edit files and search directories, read screens, and any other such help as is required by CORE to effectively diagnose and resolve the Deficiency. Customer's inability or refusal to provide such help or access releases CORE from any obligation to perform Support at that location for that service incident.

d. Customer shall be responsible for referring to any instruction manuals provided to Customer to resolve routine system administration tasks. CORE's customer support staff will refer Customer to the appropriate manual or recommend additional training to Customer in those instances where Customer requests Support and CORE's customer support staff determine that Customer's request is more appropriately handled by referring Customer to such sources.

e. Customer Authorized Support Contacts must either have participated in training conducted by CORE during the implementation process prior to being designated as an Authorized Support Contact. In most cases, an Authorized Support Contact should be the cashier's immediate supervisor and his or her backup. In organizations where one department is responsible for the iPayment ASP and another for Internet access and/or data communications systems, an additional primary and backup Authorized Support Contact may be designated from each of those two areas, for a total of four Authorized Support Contacts. CORE is not responsible for training of replacement Authorized Support Contacts. Additional training services are available at then current rates.

10. **Supplemental Services**. CORE will provide Customer with the Supplemental Services described in this section, subject to Customer's payment of additional Support Fees agreed upon by the parties.

- **Custom Engineering**. CORE shall have the right to charge Customer at CORE's then prevailing rate applicable to such services for the engineering of modifications to the CORE ASP Service requested by the Customer.

- **Training**. Customer may purchase additional training services at the CORE's then prevailing rate applicable to such services.

Service Level Table (All times Eastern Time)

Level	Definition	Escalation to next point	Response Time	Standard Coverage	Extended Coverage	24 x 7 Coverage
1	Product is down. No workarounds are available. CORE places top priority on the technical issue and all necessary resources are immediately assigned to the issue.	This designation may only be assigned my management.	< 1 coverage hour	Monday – Friday 7:00am – 9:00pm	Monday – Friday 7:30 am – 11:00 pm Saturday & Sunday 8:30 am – 6:30 pm	24 x 7, 7 days per week
2	Major product functionality is not working according to product specifications; production use continues and product is not down. CORE places high priority on the technical issue and all necessary resources are assigned to the technical issue, but work is generally performed during normal business hours.	Reviewed daily by support manager. Escalated to senior management for review weekly. Issues which affect downtime are escalated immediately.	< 2 coverage hours	Monday – Friday 7:00am – 9:00pm	Monday – Friday 7:30 am – 11:00 pm Saturday & Sunday 8:30 am – 6:30 pm	Monday – Friday 7:30 am – 11:00 pm Saturday & Sunday 8:30 am – 6:30 pm
3	Minor Product functionality is not working according to project specifications, or minor business processes cannot be met. The issue is assigned to the appropriate resources to resolve the technical issue within customer expectations.	Reviewed daily by Software Support Analyst. Escalated to support manager for review weekly.	< 4 coverage hours	Monday – Friday 8:30am – 5:00pm	Monday – Friday 8:30 am – 5:00 pm	Monday – Friday 8:30 am – 5:00 pm
4	Product and Project specific enhancement request or change orders. Change orders are scheduled upon signed acceptance receipt from Customer. Product enhancement requests are reviewed by Product Manager periodically in conjunction with release schedule.	Reviewed weekly based on delivery or release schedule. Delivery will be quoted with response to each specific request.	Delivery will be quoted with response to each specific request.	Monday – Friday 8:30am – 5:00pm	Monday – Friday 8:30 am – 5:00 pm	Monday – Friday 8:30 am – 5:00 pm