SERVICES AGREEMENT

This Services Agreement is entered into on [4/16/2021____] ("Effective Date") by and between **RECTRAC, LLC d/b/a VERMONT SYSTEMS**, a Delaware limited liability company having its principal address at 12 Market Place, Essex Junction, VT 05452 ("VS," "Licensor," "we," "our," or "us") and the customer identified in Section 1 below ("Customer," "Licensee," "you" or "your") (each a "Party," and, collectively, the "Parties"). This Services Agreement, including all attachments, schedules, exhibits or Addenda referenced herein, shall collectively comprise the "Agreement" between you and us. Terms not defined below shall have the meanings as set forth in Section 1 of the Terms of Service.

1. CUSTOMER INFORMATION

Customer Name (Legal Entity)		Doing Business As (if applicable)
City of Doral		
Office Address		
8401 NW 53rd Terrace, Doral, FL 33166		
Business Address (if business is located somewhere other than the office address)		
Customer's General Contact (for all matters under the Agreement)	General Contact Phone	General Contact Email
Erin Weislow	305-593-6600	erin.weislow@cityofdoral.com
Customer's Billing Contact (for billing matters under the Agreement)	Billing Contact Phone	Billing Contact Email
Erin Weislow	305-593-6600	Erin.weislow@cityofdoral.com
VS Customer Lead	VS Lead Phone	VS Lead Email
Dave Wirtz	802-276-5447	davew@vermontsystems.com

2. TERM

Initial Term: 36 months. The Initial Term will commence on the first day of the month in which the software is implemented and available for the Customer's use and will end 36 consecutive months later.

Renewal Term: 12 months. Unless Customer provides written notice of cancellation at least 90 days prior to the expiration of the applicable Term, the Agreement will automatically renew for another 12 month term.

3. SERVICES & FEES

You are contracting to receive the Services, and to pay the Fees, as more specifically described in the Order Schedule. The Order Schedule is attached hereto and incorporated by reference herein.

4. PAYMENT SERVICES

You are choosing the following Payment Services option:

☒	**VS Gateway Partner Processing**	Customer is choosing to use the VS platform and a payment Gateway option for Payment Services. Customer is required to enter into a separate agreement with approved Gateway partner.
☐	**VS PayTrac Payment Processing**	Customer is choosing to use the VS PayTrac Payment Processing platform for Payment Services. Customer is required to enter into an additional, separate Sub-Merchant Agreement made part of the Agreement.

5. HOSTING

Customer is choosing the following hosting option:

☐	**Customer Hosted**	Customer hosts data locally, on its own servers. VS has no responsibility for maintaining and/or securing Customer Data on Customer's servers.
✕	**VS Hosted**	VS hosts Customer Data on VS-controlled and maintained servers. Any VS hosting will be subject to all hosting policies as described in the VS Terms of Service.

6. TERMS OF SERVICE

Customer has read, understands and agrees to VS's Terms of Service, which shall be incorporated and considered part of this Agreement. VS's Terms of Service may be accessed **here.**

7. PRIVACY & SECURITY

Customer has read, understands and agrees to VS's Privacy Policy, which shall be incorporated and considered part of this Agreement. VS's Privacy Policy may be accessed **here.**

8. SERVICE LEVEL COMMITMENT

Customer has read, understands and agrees to VS's Service Level Agreements, each of which shall be considered part of this Agreement. VS's Service Level Agreement is attached hereto and incorporated by reference herein.

ACCEPTANCE

Customer acknowledges that it has read, understands and accepts the Agreement as written, inclusive of all attachments, schedules or exhibits, as may be revised, and agrees to pay all Fees and all other charges permitted by the Agreement. The individual signing the Agreement on behalf of Customer acknowledges that he/she has the proper legal authority to act on the Customer's behalf and to bind the Customer to this Agreement.

AGREED TO BY CUSTOMERS:

Customer:

Printname: Albert P. Childress   Date April 20, 2021

Title: City Manager

ACCEPTED BY VERMONT SYSTEMS

RecTrac, LLC.

Scott Strong

4/16/2021

Printname: Scott Strong

Date

Title: President

TERMS OF SERVICE

1. **DEFINITIONS.** Capitalized terms used but not otherwise defined in these Terms of Service will have the meaning ascribed to such terms in the Services Agreement or other applicable Addenda.

"Addendum" or **"Addenda"** means a document added to the Agreement containing new or supplemental terms.

"Agreement" means the Services Agreement and any attachments, schedules or exhibits referenced therein, which could include the Order Schedule, Privacy Policy, Terms of Service, Service Level Agreement, Statement of Work, Sub-Merchant Agreement, or any later-signed Addenda.

"Billing Period" means the period of time covered by a single recurring dues fee for Services. Unless otherwise noted, a Billing Period will be billed in advance and will cover a period of one (1) year.

"Cardholder Data" is a subset of Customer Data and generally includes a Patron's name, billing address, credit card number, expiration date and CVV code.

"Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which the recipient knows or has reason to know is regarded by the disclosing party as such, including information disclosed orally. "Confidential Information" does not include any information that the receiving party can demonstrate by its written records: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such a disclosure; (d) is independently developed by the receiving party; (e) has been approved for release with the disclosing party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.

"Customer" is a VS customer. The Customer is the individual, business entity, non-profit, military branch, or municipality contracting with us to receive Services as more specifically identified in the Services Agreement. Customer may also be referred to in the Agreement as "you," "your" or "Licensee."

"Customer Data" is the content, information or data which you, your End Users and/or your Patrons enter into the Software associated with our Services. Customer Data may include Patron Data, among other types of data.

"Effective Date" shall have the meaning as set forth in the Services Agreement.

"End Users" are your authorized users of the Software associated with our Services. Those licenses associated with a Customer's concurrent End Users will be listed in the Order Schedule.

"Fees" mean any and all fees associated with the use of our Services, including (but not limited to) Software Fees, Hosting Fees, Support Fees, any fees associated with our Payment Services, and/or any fees associated with Professional Services, as well as any other fees or charges permitted by the Agreement. Fees may be recurring, non-recurring, or one-time, as more specifically described in the Order Schedule.

"Hardware" means the computer equipment, point-of-sale terminals, or other technical hardware distributed by us or by a reseller on our behalf. Hardware may contain firmware or software.

1

Last Revision: 1/12/2021

VERMONT SYSTEMS

"Hosting Fees" mean the fees associated with the hosting of Customer Data on our VS-controlled servers and systems.

"Initial Term" is the initial term for Services, as described in the Services Agreement.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Order Schedule" means the schedule in the Agreement which itemizes and describes the Services we are willing to provide to you and any specific fees you are agreeing to pay us for such Services.

"Patron(s)" mean(s) the individuals who purchase your products and/or services and who otherwise interact with the Software associated with our Services. Patrons are your customers, clients or members.

"Patron Data" means information about Patrons entered into the Software by you, your End Users or your Patrons. Patron Data may include (but is not limited to) personally identifiable information and/or Cardholder Data.

"Payment Services" means the payment and billing-related services that we may provide to you under the Agreement. Payment Services may be described in the Order Schedule or in a separate Addendum, and your receipt of Payment Services requires that you enter into a separate Sub-Merchant Agreement with us.

"Professional Services" are any professional services provided outside of our initial unconfigured install of the Software associated with our Services. Professional services may include consulting, custom development work, implementation, supplemental or onsite training, remote training, or projects which generally fall outside the scope of the Agreement. Unless otherwise agreed, Professional Services will be documented under a separate Statement of Work and signed by the Parties.

"Services" mean any and all of those products and/or services offered by us to you under the Agreement. Services may include products or services related to software, hosting, hardware, implementation, support, training and/or payments. A specific itemization of Services can be found in the Order Schedule.

"Services Agreement" means the contract between you and us for Services. The Services Agreement, together with any attachments, schedules or exhibits referenced therein, is broadly referred to as the "Agreement" between you and us.

"Software" means our proprietary technology software and any and all associated modules, websites, third party integrations and/or mobile applications (if applicable).

"Software Fees" mean those fees associated with your access to and use of our Software or any component thereof. We may charge Software Fees monthly, quarterly or annually, as more specifically described in the Order Schedule.

"Sub-Merchant Agreement" means our Sub-Merchant Application and Agreement and Payment Service Terms and Conditions, which govern the terms and conditions under which we are willing to provide our Payment Services.

"Support Fees" mean those fees associated with our Support Desk, which enables customer support through live channels like phone and chat. We may charge Support Fees monthly, quarterly or

annually, as more specifically described in the Order Schedule.

"Renewal Term" means the period which immediately follows the expiration of the Initial Term, as described in the Services Agreement.

"Team" includes VS's employees, officers, directors, owners, attorneys, affiliates or representatives.

"Term" means the term for Services and includes both the Initial Term and any Renewal Terms, as applicable.

"VS" means RecTrac, LLC d/b/a Vermont Systems and its subsidiaries, successors and assigns. VS's business address is 12 Market Place, Essex Junction, VT 05452. VS may also be referred to in the Agreement as "Licensor," "we," "our," or "us."

2. ACCEPTANCE. You accept the terms of the Agreement when you (a) click-sign your acceptance to an online version of the Services Agreement; (b) sign a hardcopy of the Services Agreement; and/or (c) access the Services or otherwise accept the benefits of Services. You expressly acknowledge that the person accepting the Agreement on your behalf has the proper legal authority to bind you as the Customer.

3. GRANT OF RIGHTS.

3.1 Grant of Rights by VS. Upon the Effective Date, and subject to your timely payment of Fees and remaining in compliance with the Agreement, we grant to you a limited term, worldwide, non-exclusive, non-transferrable, non-assignable license to access and use our Services, including the Software, during the Term solely for the lawful operation of your business. The licensed rights described herein shall be limited to End Users authorized by you to access and use the Software, and your Patrons who have a legitimate right to access and use your products and/or services. The licensed rights conferred herein do not constitute a sale and do not convey to you or any third party any right of ownership in or to our Services, including the Software, or any of our Intellectual

Property Rights. Upon termination of the Agreement for any reason, any rights granted by us to you will automatically and without notice terminate. The method and means of providing the Services shall be under our exclusive control, management and supervision, although we will try to give your specific requests due consideration. Any rights not specifically granted under the Agreement are expressly reserved.

3.2 Grant of Rights by Customer. Upon the Effective Date, and subject to our remaining in compliance with the Agreement, you grant to us a limited term, worldwide, non-exclusive license to access and use your Customer Data (including any Patron Data, as applicable) to deliver, monitor and maintain the Services in accordance with the Agreement. Any rights not specifically granted under the Agreement are expressly reserved.

3.3 Excess Use. We will provide you with the number of authorized End User licenses as set forth in the Order Schedule to access and use the Software. You shall have access to functionalities in the Software that can generate reports indicating the number of authorized End Users accessing the Software at any given time. In the event that the number of concurrent End Users exceeds the number of allocated licenses described in the Order Schedule ("Excess Use"), we will notify you by email about such Excess Use and, if you do not reduce the Excess Use within 30 days of such notice, you will be required to pay for any Excess Use with additional licenses, which shall be described in a new invoice and which will automatically update the Order Schedule.

3.4 Prohibited Use. You shall not use our Services in violation of the law, whether local, state or federal (including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Americans with Disabilities Act, or any consumer protection statute); to intentionally bypass a security mechanism in the System(s); to reverse-engineer the System(s), or any component thereof, regardless of the reason why; in a way that

adversely impacts the availability, reliability or stability of the System(s), or any component thereof; to intentionally transmit material using the System(s) which contains viruses, Trojan horses, worms or some other harmful computer program; to send unsolicited advertising, marketing or promotional materials, whether by email or text, without the recipient's legally-valid consent; to commit fraud; to transmit material that infringes on the intellectual property right of others; to transmit material that is harassing, discriminatory, defamatory, vulgar, pornographic, or harmful to others; or in violation of this Agreement. Violation of this Prohibited Use policy may result in immediate suspension or discontinuation of Services, or legal action which could result in civil damages or criminal punishment.

4. TERM; TERMINATION.

4.1 Term. You will be obligated to the Term as described in the Services Agreement, including any auto-renewal provisions.

4.2 Termination for Cause. Prior to expiration of the Initial Term, either you or we may terminate the Agreement for cause (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) if the other party dissolves or ceases to do business in the ordinary course. If our termination of the Agreement is for cause, then you shall remain liable for any Fees covering the remainder of the Initial Term, or a Renewal Term, as applicable, after the effective date of such termination. Termination for cause will not preclude the non-breaching party from exercising any other rights or remedies permitted by law.

4.3 Termination for Convenience (Without Cause). We shall have a right to terminate the Agreement for convenience (meaning without cause) at any time during the Term with a 30-day written notice.

You shall not be permitted to terminate the Agreement for convenience during the Initial Term; provided, however, that once you are in a Renewal Term, you may terminate the Agreement at any time with a 90-day advance written notice.

4.4 Termination Notice. For termination to be considered effective, you must send your termination notice in writing to Vermont Systems, Inc. at 12 Market Place, Essex Junction, VT 05452.

5. FEES; PAYMENT TERMS.

5.1 Payment of Fees. You agree to pay us all Fees permitted by the Agreement. Fees for specific Services are described in the Order Schedule and may be set up to bill quarterly or annually, as we and you may decide. All Fees are based on Services provided, not on your actual usage. Except as permitted by the Agreement, all Fees paid are non-refundable.

5.2 Fee Commencement. Payment for the software subscription and hosting is invoiced and due in full when the initial out of the box, base software URL is emailed to you. This typically occurs less than 30 days after the project "kickoff" date.

5.3 Due Date; Late Fees; Interest. Payment is due within 30 days from the date you receive our invoice (the "Due Date"). If you do not pay our invoice by the Due Date, then we may charge you a late fee of $100. All payments are due in U.S. dollars. Unpaid balances owed to us will accrue interest at the rate of 1.5% per month.

5.4 Error Reporting. Please report any errors that you see on an invoice immediately. If you do not dispute a charge within 30 days after receiving it, you will be considered to have accepted the charge.

5.5 COLT Increase. After the Initial Term, all Fees shall be subject to a cost of living and technology ("COLT") enhancement increase not to exceed five percent (5%) of then current Fees. VS reserves the right to apply the COLT enhancement to any Fees

at the start of each Renewal Term, in its sole and absolute discretion.

5.6 Breach for Non-Payment of Fees. Payment not made within 30 days of the Due Date will result in an automatic breach of the Agreement and start the clock on a 20-day period in which to cure. If payment is still not received by the 51st day after the scheduled Due Date, we reserve the right to suspend Services until all outstanding Fees are paid. Continued non-payment of Fees more than 60 days after the Due Date will result in a default under the Agreement. In the event of default, all payments otherwise due to us under the Agreement will be accelerated and will be considered due and payable by you immediately, as of the date of default. We shall have no obligation to release any of your Customer Data until all outstanding Fees are paid in full.

5.6. Taxes. If you are a tax-exempt organization, then this provision does not apply. We have no obligation to pay your taxes under any circumstances. Taxes may include value-added tax (VAT), a goods and service tax (GST), a sales tax, or use or withholding taxes assessed by a local, state, federal, provincial or foreign government entity (collectively, "Taxes"). Please make sure that you have taken appropriate steps to pay your Taxes. We are obligated to comply with all valid tax liens or levies associated with your business. If we must pay Taxes on your behalf, you agree to indemnify us for any such payments within 30 days from your receipt of a special tax-related invoice.

6. MODIFICATIONS.

6.1 Changing the Terms of Service. We reserve the right to modify these Terms of Service by posting a revised Terms of Service on our website and sending you notice that they have changed to your email address on record. Modifications will not apply retroactively. You are responsible for reviewing and becoming familiar with any modifications. At times we may, but shall not be required to, ask you to review and to explicitly agree to or reject a revised version of the Terms of Service. In such cases, modifications will become effective at the time you sign your consent to the modified Terms of Service. In cases where we do not ask for your explicit consent to a modified version of the Terms of Service, but otherwise provide notice as set forth above, the modified version of the Terms of Service will become effective 14 days after we have posted the modified Terms of Service and provided you with notification. Your continued use of Services following that period constitutes your acceptance of the Terms of Service as modified. If you do not agree with the changes to the modified Terms of Service, you are required to notify us of such within the same 14-day period and we will have the sole right to decide whether to revert to the original Terms of Service or insist on the changed Terms of Service and permit you to terminate the Agreement without cause and without penalty.

6.2 Changing the Order Schedule. You may add or remove Services during the Term at any time provided that we agree to such changes. We reserve the right to change our fees and/or introduce new charges at any time with at least 30 days prior notice to you, which notice may be provided by email. Regardless of whether our discussion with you about changes in Services occurred verbally or in writing, we will document any Service changes in an updated invoice which we will send to you for review. If you disagree with the Service change, as reflected in the invoice, please notify us immediately. If you pay the updated invoice, accept the benefits of any added Services, or fail to object to the updated invoice within 14 days after you receive it, we will consider you to have accepted the changes, which will be considered a valid modification of any Order Schedule then in place (which will, in turn, update the Agreement automatically).

6.3 Other Changes to the Agreement. Except as otherwise described in this Section, no modification of the Agreement will be binding unless in writing and manually signed by an authorized representative of the parties.

7. CUSTOMER DATA.

7.1 Customer Data Generally. You represent and warrant that you own or have appropriate rights to all of your Customer Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or rights to use of all Customer Data (including Patron Data, as applicable). Except as specifically provided for in the Agreement, we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of your Customer Data.

7.2 Hosting Obligations. Hosting of Customer Data on VS-controlled servers and systems does not come standard with all Agreements; Customers must specifically contract for hosting services and pay all associated Hosting Fees. **IF VS CUSTMOMER DOES NOT SELECT VS's HOSTING SERVICES, AND INSTEAD CHOOSE TO HOST CUSTOMER DATA ON ITS OWN SYSTEMS AND SERVICES, THEN WE MAKE NO WARRANTIES AND DISCLAIM ALL LIABILITY ASSOICIATED WITH SUCH CUSTOMER DATA OR CUSTOMER'S OWN HOSTING ACTIVITIES, INCLUDING (BUT NOT LIMITED TO) INCIDENTS RESULTING IN data breach, MISAPPROPRIATION OF CUSTOMER DATA, VIOLATIONS OF PRIVACY RIGHTS, AND/OR ANY OTHER SITUATION RESULTING IN DAMAGES OR MONETARY LOSS ARISING OUT OF OR RELATING TO THE HOSTING OR STORAGE OF CUSTOMER DATA.** If Customer chooses VS for hosting services, and we actually store Customer Data on a VS-controlled system or service, then, in addition to those terms and conditions described in our Privacy Policy, and provided Customer remains current in its payment of Hosting Fees and otherwise compliant with the Agreement, then we make the following limited representations and warranties with respect to our hosting services: we will, at all times during the Term of the Agreement: (a) maintain a comprehensive data security program which includes reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of Customer Data (including Patron Data, as applicable) which measures will be no less rigorous than the accepted security standards for similarly situated companies in the industry; and (b) provide our hosting services in a good and workmanlike manner; and (c) offer hosting services which, to the best of our knowledge, comply with applicable local, state or federal laws. The limited representations and warranties described herein shall be subject to any other limitations of liability described by the Agreement.

7.3 Return of Customer Data. If we are providing you with hosting services, then you shall have access to your Customer Data (including Patron Data, as applicable) for the duration of the Term, subject to the terms and conditions of the Agreement. Upon termination of the Agreement, or where you properly cancel hosting services during the Term, your access to any VS-hosted Customer Data will end immediately on the same day in which you cancel or terminate the Agreement; provided, however, that you may request continued access to your Customer Data for a period not to exceed 30 days (unless we specifically agree otherwise) and subject to additional fees for the limited purpose of transferring your Customer Data to your own systems or servers. Upon termination of the Agreement, or cancellation of your hosting services with us, we may, but shall not be required to, store or hold your Customer Data on our servers at our cost and expense, or immediately destroy your Customer Data unless prohibited by applicable law. Notwithstanding the foregoing, we reserve the right to maintain a copy of any other record, book, file and other data, as specified in the Agreement and in such detail as shall properly substantiate claims for payment, for a minimum of one (1) year beginning on the first day after the Agreement is properly terminated, or for such longer period as may be necessary for the resolution of any dispute, negotiation, audit, or other inquiry involving the Agreement.

8. SPLASH PAGE. We disclaim all liability with respect to the WebTrac splash page including (but not limited to) compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194, the Americans with Disabilities Act, or any other applicable federal or state laws or regulations relating to accessibility for persons with disabilities.

9. HARDWARE. We shall have no obligation to provide you with the Hardware necessary to access our Services or use our Software. Any Hardware used must comply with our minimum system requirements. If we choose to provide you with Hardware, a description of such Hardware and pricing will be described in your Order Schedule. In the absence of specified pricing, we may provide you with Hardware at our then-current market rates. Full payment for Hardware and any related third-party software is due following delivery. The verification process must be completed so that all payments can be made within 30 days of delivery. Any VS-supplied Hardware will include warranties from the manufacturer or distributor, as applicable, for a specific period. We offer no warranties on Hardware.

10. INSTALLATION; TRAINING. We will provide an initial unconfigured install of the Software as part of the Fees you pay for Services. Subsequent installations or software configuration will be subject to additional charges on a "time and materials" basis at our standard rates. Based upon on a mutually agreed implementation plan, we will provide training and setup services at our standard rates (plus expenses - if any incurred). Implementation and Training may be performed remotely or on-site. We also offer access to online training materials, including: user reference manuals, installation planning guides, report listings, "FasTrac" how to videos, online help, and a sample training database with tutorials. You may request follow-up or additional trainings at our then-current hourly rates, and subject to scheduling availability. Unless we agree otherwise, any additional training will occur online (remote).

You may request on-site training at our then-current day rates, subject to scheduling availability. For on-site training, you will be responsible for all VS expenses associated with travel, lodging, meals and other necessary expenses associated to the project.

If scheduled training is cancelled with less than three (3) weeks' notice, you will be responsible for any travel expense losses, plus an additional rescheduling/cancellation fee of 10% of the price per scheduled block of time/minimum $125.00. On-site and/or remote training booked over a weekend or holiday may be subject to additional charges

11. CUSTOMER SUPPORT.

11.1 Standard Support. All Customers receiving our Services will receive "Standard Support" services, which includes online support and access to a VS support documentation library. Online support includes access to an online knowledge database, support videos accessible through the VS website, e-learning content and the ability to participate at no additional cost in periodic live webinars offered from time to time by VS. The VS support documentation library is accessible through the VS website and includes access to user reference manuals, installation planning guides, report listings, online help and a sample training database with tutorials. Customers can print any number of copies needed to train staff and manage their business operation. Customers can access standard support channels online, 24 hours a day, 7 days a week. VS's standard support services are included with Customer's payment of Software Fees.

11.2 Premium Support (Support Desk). Customers choosing our "Premium Support" service will receive access to our award-winning "Support Desk," which, in addition to Standard Support, makes certain channels available to Customers like phone and chat support with a live VS support agent. Customers receiving Premium Support shall be responsible for paying Support Fees as

described in the Order Schedule. The Support Desk is open for call-in phone support five (5) days a week, Monday through Friday, 8 am ET to 8 pm ET; real-time chat support is available five (5) days a week, Monday through Friday, 8 am ET to 5 pm ET. Premium Support includes online portal case creation, email assistance and call-back services, and Customer ability to choose remote-in live support services via Zoom or Microsoft Teams.

11.3 Customer Support Not Provided. Regardless of whether you are a Standard Support or Premium Support Customer, we do not provide the following customer support services as part of the Agreement: (a) actual usage of standard hour pager support, 8 pm ET to 8 am ET, Monday through Friday, and Saturday, Sunday and holidays, 24 hours, 7 days a week; (b) travel and out-of-pocket expenses for installation and on-site training services; (c) telephone support related to computer hardware, operating systems, networking, reinstallation and configuration of application software (including VIC), point-of-sale hardware, and access control hardware; (d) telephone support and/or training as a substitute for on-site training or classroom training; (e) VS application software WAN access configuration; (f) customized discovery, custom programming, development, and maintenance; (g) interfaces to export or import data from or to other application software databases; and (h) extended dedicated support to implement or change certain functions, such as switching from cash to accrual accounting or customizing WebTrac splash page; (i) performing periodic VS software updates if database is on-premises; (j) purchase installation or configuration of SSL certificates for on-premises configurations; and (k) data entry or database management. VS may provide some of these Services under a separate engagement, the terms of which should be agreed upon and documented in a signed Statement of Work.

11.4. Remote Access Authorization. We will provide you with on-going support or updates for the proper functioning of our Services, including the Software, which we can only provide or make available through remote access to your technology systems. By using our Services, or accessing our Software, you expressly authorize us to access your technology systems remotely for the limited purpose of providing you with any support or updates relevant to our Services. You shall be solely liability for the cost, interoperability, proper functioning, and security of any remote access facilities or methods used by you, and we shall not be deemed to be in violation of our obligations to you, nor in breach of the Agreement, as the result of our inability to remotely access your technology systems. Our right of remote access as described herein shall be deemed a continuing right until such time as the Agreement terminates, for any reason. We agree to use commercially reasonable efforts to comply with any of your published security-related protocols when remotely accessing your technology systems.

12. PAYMENT SERVICES. To be eligible for Payment Services, you must complete our Sub-Merchant Application and submit it to VS Company underwriting for approval. Once accepted, your Sub-Merchant Application will convert to a Sub-Merchant Agreement, inclusive of the Sub-Merchant Application and Agreement (SMAA) and our Payment Service Terms and Conditions, which shall be considered part of the Agreement.

13. PROFESSIONAL SERVICES. We reserve the right to provide you with an estimate of fees for Professional Services based on the approximate number of hours we think will be reasonably required to complete an engagement, multiplied by a fixed hourly rate. If we underestimate the fees for Professional Services based on work actually performed, you will be responsible any cost overruns at the same hourly rate. We will invoice you separately for cost overruns. To help you track and plan for any cost overruns, we will track our actual Professional Service hours and, upon written request, provide you with a weekly time report. Any specific details of an engagement for Professional Services should be described in a Statement of Work and signed by the parties. Any

fees for Professional Services will be considered part of the Fees owed under the Agreement.

14. CUSTOM DEVELOPMENT. While we welcome any suggestions or comments you might have about how we can improve our products and services, we do not custom develop our Services (including the Software) to suit the business needs of any particular client. We will consider all suggested improvements to the Services, and, as we determine, will incorporate any approved items to our development roadmap. If there is a feature or functionality that you would like to see added to our Services, and you would like the project completed on a certain timeline, you can make a custom development request and, based on our staffing and other considerations, we will scope the project and provide you with a written quote which you can accept or reject. Custom development work will be considered a separate engagement for Professional Services and will be billed outside of the Agreement. Custom development work shall not be considered work-for-hire. We will own and control any product outcome of the engagement and we reserve the right to incorporate any new feature or functionality into our larger product or service offerings.

15. OWNERSHIP RIGHTS.

15.1 What Belongs to VS. We reserve all title and interest to our Intellectual Property Rights. We alone own our Intellectual Property Rights, in addition to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to our Services. In addition, we retain all rights, title and interest in and to our Software and any splash page designs that we may create and/or maintain on your behalf and license to you. The Vermont Systems™, VS™ and VS Payments™ names and logos are registered trademarks of Vermont Systems and no right or license is granted to use them without our express written permission.

15.2 What Belongs to Customer. With the exception of Patron Data (which remains the property of individual Patrons), you reserve all rights, title and interest to your Customer Data. You own all rights, title and interest to Customer trademarks, service marks and other intellectual property. We reserve the right to withhold, remove and/or discard your Customer Data without notice for any breach, including without limitation, your non-payment of Fees.

16. CONFIDENTIALITY. A party (the "Receiving Party") shall not disclose the disclosing party's (the "Disclosing Party") Confidential Information to any person or entity, except to the Receiving Party's employees who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (b) to establish a party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire one year after the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

17. PROTECTION OF EDUCATIONAL INFORMATION. We understand and acknowledge that in the performance of our Services, we may have access to private and confidential information regarding students, parents, guardians, faculty, donors, employees, staff, alumni (collectively, "Educational Information") that may be covered by the federal Family Educational Rights and Privacy

Act ("FERPA"), or similar state laws. We will not disclose, copy, or modify any Educational Information without your prior written consent, or unless otherwise required by law. We will notify you if we become aware of a possible unauthorized disclosure or use of Educational Information.

18. LIMITED WARRANTIES. We represent and warrant that (a) we own the appropriate rights to license and/or sublicense our Services (including the Software); (b) the Services (including the Software) will conform with any then-available published specifications; (c) to the best of our knowledge, our Software is free of any viruses, Trojan horses, malware, spyware, ransomware or other harmful code; and (d) that there have been no violations of copyrights or patent rights in connection with the Services (including the Software) offered. We do not warrant that the Services (including the Software) will be entirely free from defect or error. **EXCEPT AS SPECIFICALLY STATED HEREIN, THE SERVICES (INCLUDING THE SOFTWARE) ARE BEING PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED.** No advice or information, whether written or oral, obtained from us, or any member of our Team, will create any warranty not expressly made. If you are a California resident, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

19. LIMITATIONS OF LIABILITY.

19.1 EXCLUSIVE REMEDY. YOUR EXCLUSIVE REMEDY FOR ANY FAILURE OF OUR OBLIGATIONS UNDER THE AGREEMENT SHALL BE YOUR RIGHT TO TERMINATE THE AGREEMENT FOR CAUSE AND WITHOUT PENALTY, AND ANY CREDITS WHICH MAY BE DUE UNDER AN APPLICABLE SERVICE LEVEL AGREEMENT (IF A SERVICE LEVEL AGREEMENT IS OFFERED AS PART OF THE AGREEMENT).

19.2 EXCLUDED DAMAGES. IN NO EVENT SHALL WE BE LIABLE OR RESPONSIBLE TO YOU FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICES OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

19.3 DAMAGES CAP. IN NO EVENT SHALL OUR LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCES EXCEED THE AMOUNT OF FEES YOU ACTUALLY PAID TO US FOR SERVICES IN THE THREE (3) MONTH PERIOD DIRECTLY PRIOR TO THE ACTION GIVING RISE TO ALLEGED LIABILITY.

19.4 TIME LIMITATION. YOU FURTHER AGREE THAT ANY CLAIM WHICH YOU MAY HAVE AGAINST US MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE, OTHERWISE THE CLAIM SHALL BE PERMANENTLY BARRED.

19.5 MATERIALITY. THE LIMITATIONS IN THIS SECTION ARE A MATERIAL BASIS OF THE BARGAIN, AND THE TERMS OF THE AGREEMENT WOULD BE DIFFERENT WITHOUT SUCH LIMITATIONS. THE LIMITATIONS IN THIS SECTION ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. MULTIPLE CLAIMS WILL NOT ENLARGE ANY DAMAGES CAP DESCRIBED HEREIN.

20. INDEMNIFICATION. You shall indemnify and defend us (including any member of our Team) and hold us harmless against any claim, suit, demand or proceeding ("Claim") that arises from your actions, your use or misuse, of the Services (including, but not limited to, the Software); your breach of the

Agreement or these Terms of Service; or your infringement on someone else's rights, including but not limited to, third party intellectual property rights. We reserve the right to handle our own legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy. Our indemnity rights shall include all costs associated with the Claim or Claims, including attorneys' fees, court costs, dispute resolution costs, and/or fees associated with collection.

21. DISPUTE RESOLUTION. Many concerns can be resolved by calling us at (877) 883-8757. If a dispute cannot be resolved informally, this Dispute Resolution provision explains how claims (whether by you against us, or by us against you) will be resolved.

21.1 Definition. "Claim" means any current or future claim, dispute or controversy relating in any way to our Agreement. Claim includes (a) initial claims, counterclaims, cross-claims and third-party claims; (b) claims based upon contract, tort, fraud, statute, regulation, common law and equity; and (c) claims by or against any third party using or providing any product, service or benefit in connection with our Agreement or the Software.

21.2 Claim Notice. Before beginning a lawsuit, mediation or arbitration, you and we agree to send a notice (a "Claim Notice") to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be sent to Vermont Systems, Inc., ATTN: Legal, 12 Market Place, Essex Junction, VT 05452.

21.3 Mediation. Before beginning mediation, you or we must first send a Claim Notice. Within 30 days after sending or receiving a Claim Notice, you or we may submit the Claim for mediation. Mediation fees will be split equally, and the location for mediation shall be mutually decided between you and us. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitations will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a Claim to mediation will not affect your or our rights to elect arbitration.

21.4 Arbitration. You or we may elect to resolve any Claim by individual binding arbitration. This election may be made by the party asserting the Claim or the party defending the Claim. Claims will be decided by one neutral arbitrator who will be a retired judicial officer or an attorney with at least 10 years of experience; however, if we both agree, we may select another person with different qualifications. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to that claim. The arbitrator's decisions are enforceable as any court order and are subject to very limited review by a court. The arbitrator's decision will be final and binding. Before beginning arbitration, you or we must first send a Claim Notice. The party electing arbitration must choose to arbitrate either before JAMS or AAA. This arbitration provision is governed by the FAA. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees). We will be responsible for our arbitration fees.

22. NOTICES; GOVERNING LAW; JURISDICTION.

22.1 General. Who you are contracting with under this Agreement, who you should direct notice to under this Agreement, what law will apply in any lawsuit arising out of this Agreement, and which court can adjudicate any such lawsuit to this Agreement are as follows:

Who you are contracting with:	RecTrac, LLC d/b/a Vermont Systems
Notices to be sent to:	12 Market Place Essex Junction, VT 05452 legal@vermontsystems.com
Governing law is:	Vermont
Courts having exclusive jurisdiction are:	State courts of Chittenden County, Vermont, or the U.S. District Court for Vermont

22.2 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to you shall be addressed to the designated contact person identified in the Services Agreement at the email address or physical address listed.

22.3 Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

22.4 Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action

or litigation in any way arising out of or related to this Agreement.

23. GENERAL PROVISIONS.

23.1 Privacy Rights. You are required to comply with our Privacy Policy, which may be revised from time to time, and which are expressly incorporated into the Agreement.

23.2 Minimum System Requirements / Interoperability. It is your responsibility to ensure your computer systems, internet connections, IT infrastructure, peripherals, systems, servers, mobile devices and/or workstations comply with the minimum system requirements necessary to receive our Services. We shall not be responsible for any internet speed or connectivity issues at your location, or other problems related to your technology equipment, including third party internet service or your IT infrastructure. You shall be required to comply with our technical specifications.

23.3 Reference. You agree that, within 30 days of the Effective Date, we may issue a new business press release about our business association and post your logo and a brief description of your business on our website.

23.4 Independent Contractor Relationship. Our legal relationship to you is that of an independent contractor. The Agreement does not form a partnership, franchise, joint venture, employment, agency and/or fiduciary relationship between you and us.

23.5 Non-Discrimination Endorsement. We shall not discriminate in our employment practices and will render all Services under the Agreement without regard to race, color, religion, sex, sexual orientation, age, national origin, veteran's status, political affiliation, or disabilities. Specifically, we will abide by the requirements of Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the Vietnam Era Veteran's Readjustment Assistance Act of 1974;

Title IX of the Education Amendments of 1972, and the Fair Housing Act of 1968, as amended.

23.6 Export Controls. The Services and any derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on the United States' government denied-party list. Additionally, you shall not permit End Users to access or use the Subscription Services while located in a United States embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea), or in violation of any United States' export law or regulation.

23.7 Anti-Bribery. You agree that neither your employees, agents or representatives have received or been offered any illegal or improper bribe, kickback, gift, or thing of value from us, or any member of our Team, in connection with the Agreement. If you learn of any violation of the above restrictions, you agree to promptly notify us.

23.8 Legal Advice. All Professional Services and other information provided to you in the normal course of our business relationship should be considered for informational purposes only and is not to be taken as legal advice. You are advised to speak with your own independent counsel about all matters of a legal nature.

23.9 Waiver; Cumulative Remedies. No failure or delay by either party in exercising any rights under the Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided in the Agreement are in addition to, and not exclusive, of any other remedies of a party at law or in equity.

23.10 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, to our affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets not involving one of your direct competitors. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

23.11 Force Majeure. We shall not be in default under any provision of the Agreement or be liable for any delay, failure of performance or interruption in Services (including the Software) resulting, directly or indirectly, from causes beyond our reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God; fire or explosion; electrical faults; vandalism; cable cut; water; hurricanes; fire; flooding; severe weather conditions; actions of governmental or military authorities; national emergency; insurrection, riots or war; terrorism or civil disturbance; strikes, lock-outs, work stoppages or other labor difficulties; supplier failure; shortage; or telecommunication or other internet provider failure.

23.12 Survivability. Even if you terminate the Agreement with us, the following sections of the Agreement will still apply: Terms of Service Section 7.2 (Hosting Obligations); Section 16 (Confidentiality); Section 17 (Protection of Educational Information); Section 18 (Limited Warranties); Section 19 (Limitations of Liability); Section 20 (Indemnification); Section 21 (Dispute Resolution); Section 22 (Notice; Governing Law; Jurisdiction); Section 23.8 (Legal Advice); Section 23.11 (Force Majeure) and Section 23.16 (Entire Agreement; Priority of Documents).

23.13 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of the other provisions of the Agreement, which provisions will remain in full force and effect. If any provision of this Agreement shall be deemed unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination will alter such provisions so that it is enforced and will

enforce it in its altered form for all purposes contemplated by the Agreement.

23.14 Headings. The bolded headings contained in the Agreement are for convenience of reference only, shall not be deemed to be a part of the Agreement and shall not be referred to in connection with the construction or interpretation of the Agreement.

23.15 Construction. For purposes of the Agreement, wherever the context requires, the singular shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter gender, and vice versa; and "and" shall include "or," and vice versa. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of the Agreement.

23.16 Entire Agreement; Priority of Documents. The Agreement (including these Terms of Service) and any additional terms or Addenda, as applicable, make up the entire Agreement and supersede all prior agreements, representations, and understandings. All additional terms and/or Addenda will be considered incorporated into the Agreement when you agree to them. If there is an actual conflict or direct inconsistency between any of the attachments, schedules or exhibits referenced in the Services Agreement, then the following shall be the prioritization of documents that should be deemed to control and govern: first, any later-signed Addenda or Statement of Work (as applicable); then the Services Agreement; then the Service Level Agreement (as applicable); then the Terms of Service; then the Privacy Policy.

23.17 Electronic Signature. The Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but such counterparts together shall constitute one and the same instrument. Delivery of executed counterparts by email, .PDF, or other electronic delivery method shall be effective as delivery. Electronic signatures, including any click-sign process, will be deemed as original.

23.18 Consent to Do Business Electronically. By signing the Services Agreement, you consent to do business electronically, which means that you agree that all VS agreements and policies, including amendments thereto and documents referenced therein, as well as any notices, instructions, or any other communications regarding transactions and your agreements with VS may be presented, delivered, stored, retrieved, and transmitted electronically. You must keep us informed of any change in your electronic or mailing address or other contact information. Your electronic signature, including, without limitation clicking "Agree and Continue" or "I Accept" or an action of similar meaning or significance, shall be the legal equivalent of your manual signature. You may withdraw your consent to doing business electronically at any time by contacting us and withdrawing your consent. However, any communications or transactions between us before your withdrawal of such consent, will be valid and binding.

SERVICE LEVEL AGREEMENT (SOFTWARE)

Terms not specifically described in this **STANDARD** Service Level Agreement for Software ("Software SLA") shall have the meanings as set forth in Section 1 of the Terms of Service or elsewhere in the Agreement.

1. **ELIGIBILITY.** This Software SLA shall apply only to Customers receiving VS's Software as a "hosted" solution, meaning VS has contracted to host Customer Data on VS-controlled servers and/or systems. To be eligible for the Software SLA, Customers must be current in their payment of Fees to VS and must remain complaint with the terms and conditions of the Agreement.

2. **UPTIME COMMITMENT.** VS will use its best efforts to operate and maintain the Software in a professional manner with the objective of maintaining a 99.50% uptime commitment for Services considered "critical" to a Customer's daily business operation. Services considered critical are those which, if unavailable (as defined below), would have an immediate and negative impact on a core business function of the Customer such as its ability to take payments, retrieve Patron Data, or access the Software (a "Critical Service"). Uptime as described is applicable to production environments only. Demo and Testing environments are not included in the SLA calculations.

3. **SERVICE INTERUPTION.** "Service Interruption" means that one or more Critical Services are unavailable to Customers as the result of a failure in VS-controlled equipment, services or personnel. "Unavailable" means that the Software is unable to transmit, receive, store or retrieve Customer Data, including, without limitation, Patron Data.

4. **VS RESPONSE PROTOCOL.** VS will commence efforts to resolve a Service Interruption within 60 minutes after VS first learns of the issue. If the root cause for the Service Interruption is solely within VS's power to control, VS will attempt to remedy the Service Interruption within three (3) hours. If, however, the root cause for the Service Interruption involves a third party, or a source outside of VS's direct control, VS will use commercially reasonable efforts to promptly notify such third parties and cooperate with them to resolve any Service Interruptions.

5. **CUSTOMER REMEDIES.** VS is agreeable to issuing out-of-service credits to a Customer's account where VS fails to maintain its 99.50% uptime commitment. VS will offer out-of-service credits in accordance with the tiered schedule below:

Uptime Availability (%)	Unavailability Per Calendar Month	Credit Percentage
98.0 to 99.49	3 hrs 39 min to 14 hrs 36 min	10%
95.0 to 97.99	14 hrs 40 min to 1 day 12 hrs 31 min	25%
90.0 to 94.99	1 day 12 hrs 35 min to 3 day 1 hr 2 min	50%
89.99 or below	3 days 1 hr 7 min	100%

1

To be eligible for an out-of-service credit, Customer must open a support ticket at https://support.vermontsystems.com within thirty (30) days from a Service Interruption. VS will validate reported Service Interruptions through its third-party monitoring tool, Site24x7 (which validates Software availability across multiple locations within the U.S. tracking interruptions to service and their duration). The maximum out-of-service credit that Customer may receive for Unavailability of the Software in any calendar month shall not exceed to total Fees associated with one (1) month of Services (prorated accordingly for Customers billed annually). Any out-of-service credits shall be applied to the Customer's account as an offset against the next month's Fees. No out-of-service credits shall be redeemable for cash; any credits not used by the termination of the Agreement shall be forfeited and waived.

6   **EXCLUSIONS.** Customer shall not be entitled to an out-of-service credit where a Service Interruption is caused by or associated with (a) a Customer's own acts or omissions; (b) a Force Majeure event (as defined by the Terms of Service); (c) excused downtime for maintenance or upgrades to the Software; (d) a Customer's violation of the Agreement, including (but not limited to) a violation of the Prohibited Use provision of the Terms of Service; and/or (e) a beta release, pilot program or trial service, as determined by VS.

SERVICE LEVEL AGREEMENT (SUPPORT)

Terms not specifically described in this Service Level Agreement for Support ("Support SLA") shall have the meanings as set forth in Section 1 of the Terms of Service or elsewhere in the Agreement.

1 **ELIGIBILITY.** This Support SLA shall apply only to Customers receiving VS's Support Desk, including "live" support channels by phone or chat. To be eligible for the Support SLA, Customers must be current in their payment of Fees to VS and must remain complaint with the terms and conditions of the Agreement.

2 **CASE PRIORITIES.** To provide high quality support and to effectively assign resources to incoming cases, the following four types of case priorities have been identified:

Priority 1	Critical	Critical business impact occurs on a production system preventing business operations. End Users and Patrons are prevented from working within the Software with no workarounds. Examples include: Software crashes or is goes off-line; functionality critical to business operation not available; data breach or loss of Customer Data.
Priority 2	Major	Significant business impact occurs on a production system severely impacting business operation. End Users and Patrons are impacted by the issue but may still be able to work in a limited capacity within the Software. Examples include significant performance degradation; functionalities important to business operation not available; loss of Software functionality has an escalating impact on business operations.
Priority 3	Medium	Minor business impact occurs on a production system that causes a partial or non-critical loss of functionality in the Software. A limited number of End Users and/or Patrons are affected.
Priority 4	Low	Issues occurring on a non-production system in the Software. Examples include: a question, comment or enhancement.

VERMONT SYSTEMS

3   RESPONSE TIMES. VS will respond and escalate support issues in accordance with the table below. All days referenced below are calendar days, not business days.

	Priority 1 (within)	Priority 2 (within)	Priority 3 (within)	Priority 4 (within)
Initial Response	1 hour	4 hours	5 days	-
Correction Identified /Pursued	24 hours	7 days	As agreed between parties	-
If Issue Remains Unresolved				
Escalation Stage 1 – to Support Managers	12 hours	7 days	-	-
(Status Report Intervals)	(Every 4 hours)	(Daily)		
Escalation Stage 2 – to Directors	24 hours	7 days		
(Status Report Intervals)	(Every 4 hours)	(Daily)		
Escalation Stage 3 – to President	72 hours	10 days	-	-
(Status Report Intervals)	(Every 4 hours)	(Daily)		

4   CUSTOMER REPORTING CHANNELS; PROCESS. Support Desk Customers experiencing support issues must report customer support concerns through VS's established support channels, including:

- Customer support line available at (877) 883-8757

- Chat support available through the support portal on the Site

- For after-hours support, VS pager number at 802-490-1911

All issues or questions reported to support are tracked with a support case that contains at a minimum the Customer account name, contact person, software product and version, module and/or menu selection, detailed description of the issue, and any other pertinent information. Case

statuses are viewable on the VS support portal. Each case is stored in a queue and the first available support representative will be assigned to the next case issue based on priority.

While reviewing the case issue, the assigned support person will contact the Customer, if additional information is needed. The VS support person will either resolve the issue or advise Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a case are tracked in the support database. If the issue needs to be escalated to a development resource, Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. Customer may view the development status at any time.

Vermont
Systems
Recreation & Parks Software

Invoice

PHYSICAL ADDRESS:
Vermont Systems, Inc.
12 Market Place
Essex Junction, VT 05452
(802) 879-6993

MAIL CHECKS TO LOCKBOX:
Vermont Systems, Inc.
PO Box 1377
Williston, VT 05495-1377

Customer No.:   FL-DORAL

Invoice No.:   69098

Bill To: **City of Doral**
Erin Weislow
8401 NW 53rd Terrace
Doral, FL 33166

Ship To: **City of Doral**
8401 NW 53rd Terrace
Doral, FL 33166

Date	Ship Via	F.O.B.	Terms
02/28/21	Ground	Origin	Net 30

Purchase Order Number	Order Date	Sales Person	Our Order Number
	09/26/19		54949

Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
12.000	12.000		VS-WG-4MODULE	4 Module/Up to 7 Users SaaS Monthly Fee	$1,750.00	$21,000.00
12.000	12.000		VS-WG-ADDON	SaaS Interface Add-On Monthly Fee	$50.00	$600.00
				NOTE: Modules include Activity, Facility, Pass, League, Admin, Credit card,		
				General Ledger, Silver Hosting, 7 Users		
				NOTE: Covers 01/01/21 to 12/31/21		

Invoice subtotal $21,600.00

Invoice total $21,600.00

Thank you for your order.

Vermont
Systems
Recreation & Parks Software

Invoice

PHYSICAL ADDRESS:
Vermont Systems, Inc.
12 Market Place
Essex Junction, VT 05452
(802) 879-6993

MAIL CHECKS TO LOCKBOX:
Vermont Systems, Inc.
PO Box 1377
Williston, VT 05495-1377

Customer No.: FL-DORAL
Invoice No.: 69098

Bill To: **City of Doral**
Erin Weislow
8401 NW 53rd Terrace
Doral, FL 33166

Ship To: **City of Doral**
8401 NW 53rd Terrace
Doral, FL 33166

Date	Ship Via	F.O.B.	Terms
02/28/21	Ground	Origin	Net 30

Purchase Order Number	Order Date	Sales Person	Our Order Number
	09/26/19		54949

Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
12.000	12.000		VS-WG-4MODULE	4 Module/Up to 7 Users SaaS Monthly Fee	$1,750.00	$21,000.00
12.000	12.000		VS-WG-ADDON	SaaS Interface Add-On Monthly Fee	$50.00	$600.00
				NOTE: Modules include Activity, Facility, Pass, League, Admin, Credit card,		
				General Ledger, Silver Hosting, 7 Users		
				NOTE: Covers 01/01/21 to 12/31/21		

Invoice subtotal		$21,600.00
Invoice total		$21,600.00

Thank you for your order.

RESOLUTION No. 21-90

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, WAIVING THE COMPETITIVE BID PROCESS PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH VERMONT SYSTEMS FOR THE CONTINUATION OF SERVICES FOR THE PARKS AND RECREATION DEPARTMENT REGISTRATION SOFTWARE SYSTEM TO ALLOW FOR SOFTWARE UPGRADES, ADDITIONAL MODULES, AND USERS FOR A PERIOD OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWALS FOR A TOTAL AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Parks and Recreation Department is currently using Vermont Systems for all department related parks registration and online registration. The Parks and Recreation department has built out the system to encompass all our programs. There are currently 15,875 household in the system. Staff has been trained and has made a concerted effort to make sure all patrons are adept at using the Software by creating walk-throughs to help them with the process. Currently, due to COVID-19, our community centers have been closed and our patrons are using the current system to register online to register for Programs.

WHEREAS, section 2-321 of the City Code of Ordinance permits the City may, by majority vote, waive the competitive bidding procedures outlined in this article upon the recommendation of the city manager that it is in the best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services or other factors; and,

WHEREAS, continuing to use this software is important to prevent a lapse in department operations while ensuring compatibility and standardization across existing

and future facilities.

WHEREAS, staff has recommended the City Council to waive the competitive bid process and authorize the City Manager to enter into an agreement with Vermont Systems Recreations and Parks Software for the continuation of services for the Parks and Recreation Software System to allow for software upgrades, additional modules and users for a period of three (3) years with two (2) one (1) year renewals, for a total amount not to exceed budgeted funds.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1.   Recitals.   The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval & Authorization. Pursuant to Section 2-321 of the City Code, the competitive bid process is waived and allow the City Manager to enter into an agreement with Vermont Systems for RecTrac, WebTrac, PayTrac and ID Hosted systems, service and support in an amount not to exceed budgeted funds is hereby approved.   Funding   will   come   from   Information   Technology   Account   No. 001.22005.500.464.

Section 3.   Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.
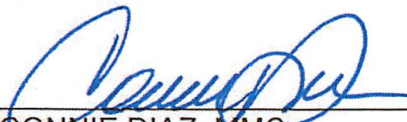
The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilman Claudia Mariaca	Yes
Councilwoman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 14 day of April, 2021.

JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

LUIS FIGUEREDO, ESQ.
CITY ATTORNEY