

## MASTER SOFTWARE LICENSE AND SUPPORT AGREEMENT

Between

City of Stockton

and

Bradshaw Consulting Services, Inc.

THIS AGREEMENT is made this 10th day of February 2026(the "Effective Date"), by and between **City of Stockton** ("Licensee"), and Bradshaw Consulting Services, Inc., a South Carolina corporation ("BCS").

## Recitals

Licensee desires to license from BCS certain software products and related documentation as described in such written Schedules (as defined below) as may be agreed upon by the parties in accordance with the terms of this Agreement, and BCS desires to license to Licensee such software products and related documentation. The license arrangement may, but need not, include installation and implementation of one or more computer programs, creation or provision of related printed material, as well as other development, support and maintenance services, all as may be described in appropriate Schedules to this Agreement.

## Agreement

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

## 1. Definitions.

The following terms, when used in this Agreement, shall have the following meanings:

1.1 Agreement. "Agreement" shall mean this document and all exhibits referenced herein and attached hereto, and any and all Schedules entered into hereunder.

1.2 Contract Year. For purposes of this Agreement, each "contract year" shall mean the twelve (12)-month period commencing on the anniversary of the Effective Date of this Agreement and each successive twelve (12)-month period thereafter.

1.3 Annual Maintenance Fee. "Annual Maintenance Fee" shall mean the annual maintenance fee for the Licensed Products, if any.

1.4 Confidential Information. "Confidential Information" shall mean, with respect to a party hereto, all information or material which: (i) gives that party some competitive business advantage or the opportunity of obtaining such advantage, or the disclosure of which could be detrimental to the interests of that party; and (ii) which is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment

in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information.

1.5 Defect. "Defect" means the failure of the Licensed Products to perform in all material respects in accordance with the Documentation or to perform in all material respects in accordance with such other warranties, descriptions and specifications as may be set forth herein or in a Schedule hereto.

1.6 Documentation. "Documentation" shall mean any and all written or electronic documentation furnished or generally made available to licensees by BCS relating to the Software, including the Specifications and any operator's, user's or training manuals.

1.7 Installation Site. "Installation Site", if applicable, shall mean the site where the Licensed Products are to be installed.

1.8 Intellectual Property. "Intellectual Property" shall mean all inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable

under trade secret laws), concepts, techniques and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, business methods, technical developments, artwork, software, programming, applets, scripts, and designs.

1.9 License Fee. "License Fee" shall mean the applicable license fee for the Licensed Products.

1.10 Licensed Products. "Licensed Products" shall mean the Software described in each Schedule, the Documentation for the Software.

1.11 Maintenance Services. "Maintenance Services" has the meaning set forth in Section 4.3.

1.12 Party. "Party" shall mean the "BCS" or "Licensee," individually as the context so requires; and "Parties" shall mean the "BCS" and "Licensee," collectively.

1.13 Personnel. "Personnel" shall mean and include a Party's directors, officers, employees, agents, auditors, consultants, outsourcers and subcontractors.

1.14 Schedule. "Schedule" shall mean each schedule executed by Licensee and BCS hereunder in substantially the form of that attached hereto as Exhibit A.

1.15 Scheduled Delivery Date. "Scheduled Delivery Date" shall mean the date the Licensed Products are scheduled to arrive at the Installation Site pursuant to the applicable Schedule.

1.16 Service Bureau Arrangement. "Service Bureau Arrangement" means any arrangement whereby Licensee makes the Software available to third parties for a fee to allow such third parties to enjoy the benefits of the Software. Application service providers shall be deemed to operate as a Service Bureau Arrangement.

1.17 Software. "Software" shall mean BCS's proprietary software, in machine-readable, compiled object code format only (unless otherwise specified in a schedule), including any Updates but excluding any Third Party Software.

1.18 Specifications. "Specifications" shall mean the standard published specifications for the Software, together with other mutually agreed to specifications for the Software as identified in a Schedule.

1.19 Third Party Software. "Third Party Software" shall mean any computer programs or Intellectual Property developed or owned by third parties that are incorporated into the Software or

provided by BCS to Licensee for use with the Software. BCS warrants and represents that it has authority to license or sublicense any Third-Party Software incorporated in the Software to Licensee. BCS further warrants and represents that it shall maintain any Third-Party Software license during the course of this Agreement. Licensee shall use any Third-Party Software without any additional fees or charges.

1.20 Updates. "Updates" means Software issued by BCS at no additional charge to its licensees that have an agreement for maintenance or support in effect and current on payments for said maintenance. Updates do not include new versions, products or upgrades that contain major enhancements or additional functionality that distinguish it significantly from prior versions of the Software, and for which BCS charges an additional license fee to its existing licensees. Updates include bug fixes, corrections and other similar modifications. BCS shall also provide Licensee with any Updates to Third-Party Software.

## 2. **Grant and Scope of License.**

2.1 Grant of License. BCS hereby grants to Licensee a perpetual, non-exclusive license to use those Licensed Products described on each Schedule for its normal business purposes, commencing upon the delivery to Licensee of such Licensed Products and continuing thereafter until terminated in accordance with the provisions of this Agreement or the applicable Schedule. With respect to any license designated on the applicable Schedule as a seat license, such license shall only apply to the number of seat licenses purchased under such Schedule.

2.2 Schedules. Each Schedule, when executed by an authorized representative of both parties, shall constitute a separate agreement and each such Schedule incorporates therein all of the terms and conditions of this Agreement. The parties shall work together to ensure that each Schedule is consecutively numbered to facilitate identification and includes, to the extent applicable, those particulars set forth in the form of Schedule attached hereto and such other terms and conditions as the parties may wish to include.

2.3 All Schedules and other related or incorporated agreements shall be coterminous with the term of this Agreement, unless expressly stated otherwise in a written amendment signed by both parties.

2.4 Use Limitations. Licensee agrees that except to the extent permitted herein, as permitted by applicable copyright law, or as permitted in a Schedule, it will not modify, de-compile, disassemble, or reverse engineer the Software, in whole or in part.

2.5 Copies. Licensee may make such additional copies of each of the Licensed Products as it reasonably

requires to use the Licensed Products, and for back-up testing, disaster recovery or archival purposes, and shall be entitled to keep copies of the Licensed Products off Licensee's premises for purposes of safekeeping, without payment of an additional license fee therefor.

2.6 Title. As between BCS and Licensee, BCS retains title to the Licensed Products and associated Intellectual Property provided by it hereunder and BCS does not convey any proprietary interest therein to Licensee other than the licenses and rights as specified herein. Title to the media on which the licensed materials are recorded shall pass to Licensee on delivery.

2.7 Updates. BCS shall provide Updates to Licensee of any Software or Third-Party Software licensed or sublicensed hereunder at no additional charge so long as Licensee continues to acquire and pay for maintenance or support services with respect to such Software. All Updates provided hereunder shall be provided with any Documentation applicable thereto.

### 3. Fees, Invoice and Payment.

3.1 Fees. Unless otherwise specified on a Schedule, BCS may invoice Licensee for the License Fee after the date the Software has been delivered to Licensee. If applicable, BCS may invoice Licensee for the Maintenance Service fees for the initial Maintenance Service after execution of the Maintenance Agreement. BCS may invoice Licensee for any other charges payable under this Agreement after the occurrence of the event giving rise to the payment obligation underlying the invoice.

3.2 Invoices. Each invoice shall describe the Licensed Products for which the invoice has been forwarded to Licensee. Licensee will pay such invoices as described in Schedule 1. Unless otherwise specified in the Schedule, all payments shall be in United States dollars.

3.3 Taxes. All fees are exclusive of all taxes, duties or levies, however designated or computed. Licensee shall be responsible for and pay all taxes based upon the use of BCS Products, or the program storage media, or upon payments due under this Agreement including, but not limited to, sales, use, or value-added taxes, duties, withholding taxes and other assessments now or hereafter imposed on or in connection with this Agreement or with any Maintenance Agreement granted hereunder, exclusive of taxes based upon BCS's net income. In lieu thereof, Licensee shall provide to BCS a tax or other levy exemption certificate acceptable to the taxing or other levying authority.

### 4. Delivery and Installation and Maintenance.

4.1 Delivery. BCS agrees to deliver the Licensed Products on the Scheduled Delivery Date to the

applicable Installation Site. In the event that BCS fails to deliver the Licensed Products to Licensee on the Scheduled Delivery Date, Licensee may withhold any current or future payments owed to BCS until BCS completes delivery.

4.2 Installation. Unless otherwise specified on a Schedule, Licensee is fully responsible for installation of the Licensed Products.

4.3 Maintenance Services. Maintenance and support services for the Licensed Product ("Maintenance Services") may be purchased by Licensee as set forth on the applicable Schedule. Maintenance Services shall be provided in accordance with the form of Maintenance Agreement attached hereto as Exhibit B and the Service Level Agreement attached hereto as Exhibit C. Maintenance Services shall be provided on an automatic annual renewal basis, with fees payable annually within thirty (30) days of receipt of invoice.

### 5. Warranties.

5.1 Defects. BCS represents and warrants that for any period in which Licensee has purchased Maintenance Services, the Software: (i) shall be free from any substantial Defects; and (ii) as delivered to Licensee hereunder, shall operate on or with the hardware and operating environment identified in the applicable Schedules and Exhibits, if any.

5.2 Correction of Defects. In the event of discovery of any substantial Defect, Licensee agrees to provide BCS with sufficient detail to allow BCS to verify and reproduce the error, and BCS shall use best efforts to correct such Defect within 7 days. If the Defect cannot be corrected within 7 days, BCS will submit a plan for correction of the defect within 30 days. This plan will be agreed to by BCS and the Licensee before continuing. BCS is not responsible for any error in a Licensed Product that Licensee has modified without BCS's consent.

5.3 Performance of Services. BCS represents and warrants that all services provided by BCS to Licensee, if any, (including without limitation any installation, support, training, and Maintenance Services) will be performed in a timely, competent, professional, and workmanlike manner, using qualified employees.

5.4 BCS Disclaimer of All Other Warranties. Except as otherwise expressly stated in this Agreement, BCS makes no representations or warranties concerning the Licensed Products or the services provided hereunder. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND LICENSOR HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED

## WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

**6. Indemnification.**

6.1 Indemnification by BCS. BCS shall defend, indemnify and hold harmless Licensee and its affiliates and their respective officers, directors, employees, agents, lawyers and representatives (collectively the "Licensee Indemnified Parties") from and against any and all damages, losses, liabilities, judgments, awards, costs, and expenses of any nature whatsoever, including reasonable attorney's fees and court costs, incurred by any Licensee Indemnified Party arising out of or relating to: (i) any loss or damage to real property or tangible personal property, or any bodily injury, including death, to the extent caused by the intentional or grossly negligent acts or omissions of BCS; or (ii) claims, actions, or proceedings alleging infringement by Software of any United States Intellectual Property rights of any third party.

6.2 Indemnification by Licensee. To the extent permitted by applicable South Carolina law, Licensee shall defend, indemnify and hold harmless BCS and its affiliates and their respective officers, directors, employees, agents, lawyers and representatives (collectively the "BCS Indemnified Parties") from and against any and all damages, losses, liabilities, judgments, awards, costs, and expenses of any nature whatsoever, including reasonable attorney's fees and court costs, incurred by any BCS Indemnified Party arising out of or relating to: (i) any loss or damage to real property or tangible personal property, or any bodily injury, including death, to the extent caused by the intentional or grossly negligent acts or omissions of Licensee; or (ii) claims, actions, or proceedings by any third party relating to Licensee's use of the Licensed Products, except for claims for which BCS is obligated to indemnify Licensee pursuant to Section 6.1.

6.3 Indemnification Procedure. If a claim is made against a party (the "Indemnified Party") for which the other party (the "Indemnifying Party") is obligated to indemnify Indemnified Party, and if Indemnified Party intends to seek indemnity with respect to such claim, Indemnified Party shall promptly notify Indemnifying Party in writing of such claim. Indemnifying Party shall have twenty (20) days after receipt of the above-mentioned notice to notify Indemnified Party in writing of its intent undertake, conduct and control, through counsel of Indemnifying Party's own choosing (subject to the consent of Indemnified Party, such consent not to be unreasonably withheld) and at Indemnifying Party's expense, the settlement or defense, or both, of such claim, and Indemnified Party shall cooperate with Indemnifying Party in connection with such efforts; provided that: (i) Indemnifying Party shall permit Indemnified Party to participate in such settlement or defense through counsel chosen by Indemnified Party, provided that the fees and expenses of any such counsel

so chosen by Indemnified Party shall be borne by Indemnified Party, and (ii) Indemnifying Party shall promptly reimburse Indemnified Party for the full amount of any loss resulting from such claim and all related expense incurred by Indemnified Party. So long as Indemnifying Party is reasonably contesting any such claim in good faith, Indemnified Party shall not pay or settle any such claim. If Indemnifying Party does not notify Indemnified Party within twenty (20) days after receipt of Indemnified Party's notice of a claim of indemnity under this Agreement that Indemnifying Party elects to undertake the defense of such claim, Indemnified Party shall have the right to contest, settle or compromise the claim in the exercise of Indemnified Party's exclusive discretion, which shall be at the expense of Indemnifying Party. Indemnifying Party shall not, without the prior written consent of Indemnified Party, enter into any settlement agreement on terms that would diminish the rights provided to Indemnified Party or increase the obligations assumed by Indemnified Party under this Agreement.

6.4 Excepted Claims. BCS shall have no liability to the extent any claim of Intellectual Property infringement is based on (i) use of Licensed Products modified by Licensee if such infringement would have been avoided by the use of the unmodified version of Licensed Products that BCS provided to Licensee; (ii) use of the Licensed Products in connection with any third party software or hardware; (iii) use of the Licensed Products in a manner other than that set forth in the Documentation; or (iv) specifications provided by Licensee to BCS.

6.5 Prompt Notice. Both BCS and Licensee agree to give each other prompt written notice of any threat, warning or notice of claim or action against the other.

7. **Insurance** During the term of this Agreement, BCS will maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit D to this Agreement and shall otherwise comply with the other provisions of Exhibit D to this Agreement.

**8. Confidential Information.**

8.1 Confidential Information. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable diligence and care. Each party hereby agrees that (i) during the term of this Agreement and at all times thereafter it shall not commercialize or disclose the other party's Confidential Information to any person or entity, except to its own Personnel, and in the case of Licensee, the Personnel of Licensee Affiliates (collectively, the "Representatives") having a need to know; (ii) it will not use or permit its Representatives to use any Confidential Information for purposes other than in connection with performance of its duties under this

Agreement; (iii) it will disclose Confidential Information of the other only to those Representatives who are contractually bound to maintain the confidentiality thereof; and (iv) it will be responsible for any disclosure or misuse of Confidential Information by such representatives. Notwithstanding the foregoing, each party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall: (i) first notify the other of such request or requirement, or use in defense, unless such notice is prohibited by statute, rule or court order; (ii) attempt to obtain the other's consent to such disclosure; and (iii) in the event consent is not given, agree to permit a motion to quash, or other similar procedural step, by the other to frustrate the production or publication of information. Notwithstanding the foregoing, nothing herein shall require either party to fail to honor a subpoena, court or administrative order or requirement on a timely basis. Each party shall cooperate with the other in an effort to limit the nature and scope of any required disclosure of Confidential Information.

## 9. Limitation of Damages.

9.1 Limitation of Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, IN TORT INCLUDING NEGLIGENCE, BY STATUTE OR UNDER ANY QUASI-CONTRACTUAL THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitations of liability will not apply and nothing in this Agreement shall affect either party's liability: (i) for any damages caused by the intentional or grossly negligent acts or omissions of such party; or (ii) to the extent prohibited by applicable law.

## 10. Termination.

10.1 The Agreement. This Agreement may be terminated by either party immediately if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach (if such breach is curable) within thirty (30) days of receipt of the written notice specifying the nature of the default. Upon termination, however, any Schedule previously executed shall remain in effect, and the terms and conditions of this Agreement shall remain in full force and effect with respect thereto, and both parties shall be obligated to perform their respective obligations applicable thereto until such Schedules have been terminated.

10.2 Schedules. Schedules may be terminated by either party if the other party breaches any material obligation provided in the Schedule, and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice specifying the nature of the default.

10.3 Notwithstanding any provision of this Agreement, any Schedule, Statement of Work, maintenance agreement, renewal, amendment, exhibit, or related document, Licensee's performance and payment obligations are expressly contingent upon annual appropriation of funds by its governing board. If sufficient funds are not appropriated or otherwise made available for any future fiscal period, Licensee may terminate this Agreement and/or any Schedule, Statement of Work, maintenance agreement, or related document, in whole or in part, upon written notice, without cause or penalty. In such event, Licensee shall only be responsible for payment of undisputed amounts for services actually rendered through the effective date of termination, and no early termination fee, liquidated damages, accelerated payments, or remaining-term charges shall apply.

## 11. Miscellaneous.

11.1 Excusable Delays. In no event shall either party be liable one to the other, for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the control of said party, including, but not limited to, acts of God; acts of the public enemy; acts of terrorism; acts of the United States of America, or any state, territory or political division thereof; fires, floods or other natural disasters. Performance times under any Schedule shall be considered extended for a period of time equivalent to the time lost because of any delay which is excusable under this Section 10.1. If any such excusable delay shall last for a period of more than sixty (60) consecutive calendar days, the party whose performance is not delayed may, at its option, terminate this Agreement or the applicable Schedule.

11.2 Notices. Any legal notice, consent, or other communication will be in writing and may be delivered in person, by mail, or by facsimile copy. If hand delivered, the notice will be effective upon delivery. If by facsimile copy, the notice will be effective when sent. If mailed, the notice will be effective three (3) business days after being deposited with the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient, as follows:

Licensee      City of Stockton  
 Attn: Johnny Ford  
 City Hall  
 1 E Lindsay St  
 Stockton, CA 95202

BCS:              Bradshaw Consulting Services, Inc.  
 Attn: Tony Bradshaw  
 2170 Woodside Executive Court  
 Aiken, South Carolina, 29803

Each party may change its address for notification purposes by giving the other party written notice of the new address and the date that it will be effective.

11.3 Publicity. BCS may designate Licensee as a customer of BCS on its marketing materials both off-line and on the Internet only with Licensee written approval

11.4 Binding Agreement. This Agreement shall be binding upon the parties and their respective legal successors and permitted assigns.

11.5 Assignment. Except as set forth herein, neither party may assign or otherwise transfer this Agreement or any Schedule without the consent of the other, which consent shall not be unreasonably withheld. Nevertheless, upon written notice to Licensee, this Agreement or any Schedule may be assigned or transferred in connection with a combination, merger, or the sale of all or substantially all of the business or assets of the BCS's business.

11.6 Relationship of the Parties. The parties hereto agree that each party is an independent contractor in the performance of each and every part of this Agreement, and is solely responsible for all of its own respective employees and agents and its labor costs and expenses arising in connection therewith. Neither party nor its agents or employees are the representatives of the other party for any purpose and neither party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or

assume any obligation on behalf of the other party for any purpose whatsoever.

11.7 Governing Law. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of California, without reference to its conflict of laws principles. However, if any version of the Uniform Computer Information Transactions Act ("UCITA") is enacted as a part of the law of the aforementioned state, said statute shall not govern any aspect of this Agreement and instead the laws that existed prior to such enactment shall govern those issues that would otherwise be covered by UCITA.

11.8 Modification, Amendment, Supplement, Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties. A failure or delay of either party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of this Agreement.

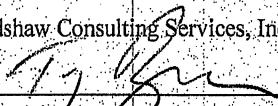
11.9 Exhibits and Attachments. The terms and conditions of any and all Schedules, Exhibits and other attachments to this Agreement, whether now in existence or created hereafter, are incorporated herein by this reference and shall constitute part of this Agreement as if fully set forth herein.

11.10 Entire Agreement. This Agreement, together with all the Schedules, exhibits and other attachments hereto, constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understanding and negotiations, whether written or oral between the parties respecting the subject matter hereof.

11.11 Survival. The following sections shall survive termination of this Agreement: 5.4 (Warranty Disclaimer); 6 (Indemnification); 7.1 (Confidential Information) 8.1 (Limitation of Damages); and 10 (Miscellaneous).

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the day, month and year first above written.

Bradshaw Consulting Services, Inc.

By: 

Print Name: Tony Bradshaw

Its: President

Date: 2-10-26

City of Stockton

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form \_\_\_\_\_

**EXHIBIT A**  
**FORM OF SCHEDULE**

**SCHEDULE 1**

**TO MASTER SOFTWARE LICENSE AND SUPPORT AGREEMENT**

**City of Stockton**

**and**

**Bradshaw Consulting Services, Inc.**

This Schedule No. 1 to the Master Software License and Support Agreement (the "Agreement") is executed by the parties to specify the Software, Documentation and/or services to be provided by BCS to Licensee pursuant to the terms of the Agreement. This Schedule 1 is hereby incorporated into the Agreement and shall be governed by its terms. In the event of a conflict between the terms and conditions of this Schedule and the Agreement, the terms of the Agreement shall prevail unless the Agreement expressly contemplates that the inconsistent term may be varied in a Schedule. Capitalized terms used herein but not herein defined shall have the meaning set forth in the Agreement. All licenses and/or sublicenses granted herein are perpetual unless expressly identified otherwise.

1. List of Software, Sublicensed Software, and Prices.

A. Software Deliverables:

- (i) MARVLIS Software to include the following modules
  - MARVLIS Primary Server
  - MARVLIS Deployment Monitor (150 vehicles)
  - MARVLIS Demand Monitor (150 vehicles)
  - MARVLIS Deployment Planner (75 vehicles)
- (ii) ESRI Runtimes/ TomTom Data
  - 1 Seat of Demand Monitor, 1 Seat of Deployment Planner and 12 Seats of Deployment Monitor
  - TomTom data with Live Traffic feed (150 vehicles)

B. Seat license or Enterprise wide license: Products above include an enterprise wide license for up to 150 vehicles but have additional runtime licenses that are licensed per seat if additional seats are required.

C. Description of Deliverables: One copy of the latest current versions of the Software Deliverables will be delivered via file transfer.

D. Description of Documentation: Current copies of all available documentation in electronic form.

E. Third Party Software\*

**Embedded Software**

MapObjects/NetEngine Runtime  
 ArcGIS Engine (OEM)

**Enhanced Software**

TomTom Data

\*Designations for Third-Party software: (i) "Embedded" if it is embedded in BCS's proprietary Software in such a way as to be virtually indistinguishable to the user; (ii) "Bundled" if it is not embedded, but is required in order for the BCS's proprietary Software to function properly; or, (iii) "Enhanced" if it is neither Embedded or Bundled, but merely supplements the functionality of BCS's proprietary Software.

F. Installation, Training, Development, Implementation or other Fees: **See Table A below**

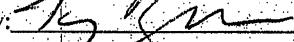
G. Schedule Term: 5 yrs

H. Payment Schedule

<b>BCS Products</b>	
Monthly Service Fee	\$8,904.68
 <b>Third Party Software</b>	
Upon Delivery to Customer	Included in Monthly Service Fee
 <b>Services</b>	
Billed monthly	100% of current billing

IN WITNESS WHEREOF, this Schedule No. 1 is duly executed by an authorized representative of both parties on the days and year below written.

Bradshaw Consulting Services, Inc.

By: 

Name: Tony Bradshaw

Title: President

Date: 2/10/26

City of Stockton

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B****MAINTENANCE AGREEMENT**

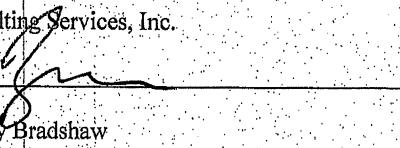
THIS MAINTENANCE AGREEMENT ("Maintenance Agreement") is made this 10th day of February 2026 (the "Effective Date"), by and between **City of Stockton** ("Licensee"), and Bradshaw Consulting Services, Inc. ("BCS"), pursuant to that certain Master Software License and Support Agreement between BCS and Licensee, dated February 10, 2026 (the "Master Agreement"), the terms and conditions of which are incorporated herein by this reference.

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Defined Terms.** The terms and conditions set forth in the Master Agreement shall have the same meaning when used as defined terms in this Maintenance Agreement.
2. **Maintenance Services.** Commencing upon the date of delivery of each Licensed Product and continuing thereafter in accordance with the provisions of this Agreement, BCS agrees to provide the following maintenance services for such Licensed Product ("Maintenance Services"):
  - a. BCS shall correct any failure of the Licensed Product to operate in accordance with the Specifications.
  - b. BCS shall provide to Licensee any Updates to the Software.
  - c. BCS shall provide remote technical assistance and consultation to Licensee through its Telephone Support Services, Monday through Friday, from 8 a.m. to 5 p.m. EST on days not considered to be recognized as holidays by the Federal Government.
3. **Fees.** BCS shall provide Maintenance Services for the Annual Maintenance Fee set forth on the applicable Schedule. BCS agrees to invoice Licensee annually in advance for the Annual Maintenance Fee at least sixty (60) days prior to the anniversary of the delivery date for the Licensed Product involved. Licensee shall pay the invoice within thirty (30) days of receipt.
4. Licensee shall provide remote access (VPN with Remote Desktop or equivalent) for systems operating BCS software to authorized BCS technical personnel. Such access shall be only for purposes of maintenance, troubleshooting and update.

The parties represent, by the signatures below, that this Schedule has been executed by their duly authorized representatives as of the Effective Date.

Bradshaw Consulting Services, Inc.

By: 

Print Name: Tony Bradshaw

Title: President

Date: 2/10/26

**City of Stockton**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT C – SERVICE LEVEL AGREEMENT

## Software Support

**Between:** BCS and City of Stockton**Effective Date:** 2/10/2026**Software:** MARVLIS**1. Services Covered**

- Technical support for software issues
- Bug fixes and software patches
- Software updates and security fixes
- Access to knowledge base and documentation

**2. Support Response Times**

Priority	Description	Response	Resolution
<b>Critical</b>	System down or unusable	1 hour	4 hours
<b>High</b>	Major feature not working	4 hours	2 days
<b>Medium</b>	Minor issue with workaround	1 day	5 days
<b>Low</b>	Minor cosmetic issue	2 days	Next update

**3. Support Contact****Email:** marvlis.support@bcs-gis.com**Phone:** +1 (803) 641-0960**Support Portal:** <https://support.bcs-gis.com/>**Emergency:** +1 (803) 645-5695 (Critical issues only, 24/7)**4. Client Responsibilities**

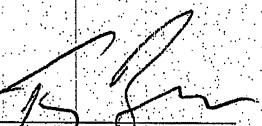
- Provide detailed information when reporting issues
- Maintain current backups of all data
- Keep hardware and infrastructure up to specifications
- Grant access to systems for troubleshooting when needed

**5. What's Not Covered**

- Hardware problems
- Network or internet issues
- Custom development or new features
- Issues caused by unauthorized software modifications
- Problems beyond our reasonable control (force majeure)

7. Signatures

BCS

Signature: 

Name: Tony Bradshaw

Date: 2-10-26

City of Stockton

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT D – INSURANCE REQUIREMENTS

BCS shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by BCS, its agents, representatives, or employees. BCS shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if BCS has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Cyber Insurance**, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by BCS in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

**Technology Professional Liability Errors & Omissions**

**Technology Professional Liability Errors and Omissions Insurance**

appropriate to BCS's profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by BCS in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the BCS.

If BCS maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by BCS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

**The City of Stockton, its officers, officials, employees, and volunteers** are to be covered as insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of BCS including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to BCS's insurance, at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10 **and** CG 20 37 forms if later revisions used. For Vendors ISO Form CG 20 15 12 19 is acceptable. Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

***Primary Coverage***

For any claims related to this contract, **BCS's insurance coverage shall be primary and non-contributory**, with coverage at least as broad as ISO CG 20 01 12 19 as

respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of BCS's insurance, including any excess policies, and shall not contribute with it. This requirement shall also apply to any Excess policies. The City of Stockton does not accept endorsements limiting the Vendor's insurance coverage to the sole negligence of the Named Insured.

#### ***Umbrella or Excess Policy***

BCS may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

#### ***Waiver of Subrogation***

BCS hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said BCS may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. BCS agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

#### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require BCS to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City of Stockton.

#### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, BCS must purchase "extended reporting" coverage for a minimum of *five (5) years after completion of contract work.*

### ***Verification of Coverage***

BCS shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive BCS's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### ***Subcontractors***

BCS shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and BCS shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

### ***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **Certificate Holder Address**

The address for mailing certificates, endorsements and notices shall be:

City of Stockton  
Its Officers, Officials, Employees and Volunteers  
425 N El Dorado Street  
Stockton, CA 95202