

VERMONT SYSTEMS, INC.
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT ("Agreement"), is made and entered into on _____ (Effective Date) by and between the **City of Stockton, a municipal corporation of the State of California**, (herein after "CITY") and Vermont Systems, Inc., a Vermont corporation (hereinafter "VSI"), collectively referred to herein as the "Parties" or singularly "Party".

In consideration of the mutual covenants and obligations expressed herein, the Parties agree to the following:

ARTICLE 1 – Software License

- 1.1 VSI hereby grants the CITY and the CITY thereby accepts a perpetual, non-transferable, and non-exclusive right to use the Licensed Software and Related Materials, as described in the attached Exhibit B: Pricing and Scope of Services. The Licensed Software includes Related Materials, such as online User Reference Manuals, Sample Reports, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Training Database with Tutorials.
- 1.2 VSI uses the Progress OpenEdge V11 Development software to develop its' applications and deploys using the OpenEdge Workgroup or Enterprise RDBMS (embedded database) with RDBMS support for 4GL, SQL, ODBC, JDBC, and Enterprise Cluster Manager Integration, and OpenEdge Application Server, Basic and Enterprise Editions with Replication. Therefore, Progress software with RDBMS is required to operate the application software by platform type, and pricing is included in the attached Exhibit B: Pricing and Scope of Services. The client uses a standard HTML and Java Script browser interface.
- 1.3 At any time, the CITY can add software, hardware, and user licenses under the terms of this Agreement by paying the additional license and maintenance fees or hardware costs. The total number of authorized user workstations permitted to use the Licensed Software is limited to the number listed in Exhibit B: Pricing and Scope of Services.
- 1.4 This initial term ("Initial Term") is effective on the above effective date for one (5) five year term that includes the (1) first year, which will be prorated according to Article 2.3, plus (4) four additional years. Further, the CITY has the option to extend the Agreement for an additional (5) five year term.

ARTICLE 2 – Annual Software Maintenance and Support Services

- 2.1 VSI shall provide the CITY with Software Maintenance and Software Support services for the Licensed Software in accordance with VSI standard Sales and Support Policies, as described in Exhibit A: VSI Sales & Support Policies. The extent of support services being provided to the CITY are specifically listed in Exhibit B: Pricing and Scope of Services.
- 2.2 The Annual Software Maintenance support shall include distribution of product update releases that include software repairs and enhancements subsequent to the initial purchase. Biennial software updates with database conversions will also be provided in accordance with VSI standard Sales and Support Policies, as described in Exhibit A: VSI Sales & Support Policies, while periodic program only updates are available at any time on the VSI web site. VSI is providing full hosting services and will also provide software installation and upgrade services and coordinate both with the CITY.
- 2.3 The Software Maintenance and Support fee will be billed annually, and it becomes effective on **July 1st** of each fiscal year for one year. New Customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year. The invoice for Software Maintenance and Support fee will be received by the CITY by December 1 of the prior year for the upcoming fiscal year.
- 2.4 The required Software Maintenance and Support Agreement will automatically renew annually for the first term of the Agreement, unless the CITY notifies VSI in writing 90 days before the beginning of the new fiscal year that the CITY is terminating VSI Maintenance Support. VSI reserves the right to increase the annual maintenance fees up to 3% annually, although VSI has rarely increased these fees in the past. VSI will provide a services quote for the next

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fiscal year by December of the prior year.

- 2.5 The CITY is licensed to use the VSI software indefinitely, even if it terminates annual maintenance support. The CITY is the sole owner of its' data, whether CITY hosted or VSI hosted. If VSI hosted and the CITY terminates use of the VSI software, VSI agrees provide a copy of the database to the CITY in mutually agreed to readable format.

ARTICLE 3 – Software Training and Installation Services

- 3.1 Training is offered at the CITY site, at VSI (12 Market Place, Essex Junction, Vermont), and/or remotely based on a quoted daily or hourly rate, as described in the VSI standard Sales and Support Policies, Exhibit A: Pricing and Scope of Services.
- 3.2 Any training services and estimated charges for each CITY, including the number of training days, and travel, lodging, meals, and other expenses, are itemized in Exhibit B: Pricing and Scope of Services. All training dates must be mutually agreed upon by VSI and the CITY. The CITY can request a change of training dates and number of training days. However, if a change is made after travel arrangements have been completed, as authorized by the CITY, the CITY will be responsible for any additional costs incurred as a result of the changes.
- 3.3 If VSI is providing other Installation Services, such as hardware and network operating system installation and setup services, they will be listed in Exhibit B: Pricing and Scope of Services, as well.
- 3.4 The CITY is responsible for reimbursing VSI for all reasonable expenses, such as travel, lodging, meals, and other expenses necessary to complete the training, as requested by the CITY. While the estimated out-of-pocket expenses are listed in Exhibit B: Pricing and Scope of Services, only the actual expenses will be billed to the CITY, unless the CITY requires a fixed price in advance.
- 3.5 VSI will honor training and other services quotes for up to 120 days, but reserves the right to modify these rates thereafter.

ARTICLE 4 – VSI Hosting Services

- 4.1 Full Hosting Services – since the CITY has selected full VSI hosting services for a minimum of one year, whereby the VSI application software and Progress software are installed on VSI servers at either the Eastern or Western data center, the monthly fee for this option will be included in Exhibit B: Pricing and Scope of Services. Exhibit E: VSI Cloud Computing Services (Hosting Services) specifications also apply to this Agreement.
- 4.2 The Full Hosting Services guaranteed rate for one year, includes the Gold level services and features, as described in Exhibit F: VSI Hosting Services 3.x Software Service Level: Gold.

ARTICLE 5 – Charges and Payment

- 5.1 VSI Full Hosted Software: since VSI is installing the software on VSI servers at either its' Eastern or Western data center, the Licensed Software charges will be billed to the CITY when the software applications become available for CITY use, and will be due within 30 days.
- 5.2 VSI Full Hosting Services: the first partial month for full hosting services payment will be invoiced on the first day of the month following availability for CITY use, and all subsequent monthly payments are due on the first day of each month, unless the CITY has agreed to an annual payment in advance.
- 5.3 The CITY shall pay all applicable sales, consumer use, and other taxes required by law, unless it is exempt from any or all of these taxes. If tax-exempt, the CITY must provide a tax exemption certificate.
- 5.4 VSI will invoice the CITY for training and installation services, along with travel and other expenses following the completion of each occurrence of training or other services according to Exhibit B: Pricing and Scope of Services.

ARTICLE 6 – Security of Programs

- 6.1 VSI is responsible for the security of all VSI hosted software.
- 6.2 Under no circumstances shall the CITY be authorized to perform Reverse Engineering of the software object code, in order to illegally generate source code.

ARTICLE 7 – Warranties

- 7.1 VSI warrants that it has the right to license the Licensed Software, and that there are no pending liens, claims, or encumbrances against the software.

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- 7.2 VSI warrants that the software shall conform to its published specifications in the Related Materials, including, but not limited to, the Capabilities Summary, On-Line Help, Reports Manual, User Reference Manual, and Training Tutorials. VSI warrants that the software is merchantable, in that it will properly install and operate according to the specifications herein.
- 7.3 VSI warrants to the CITY that it is solvent, not in bankruptcy proceedings or receivership, nor is it engaged in any proceedings, which would have an adverse effect on its ability to perform its obligations under this Agreement.
- 7.4 VSI warrants that there has been no violation of copyrights or patent rights in connection with the Licensed Software in this Agreement. VSI shall indemnify and save harmless the CITY from any suit or proceeding brought against the CITY by reason of any such infringement or any wrongful use. VSI will defend or settle any such claim, although the CITY shall be entitled to be independently represented by counsel of its own choice.
- 7.5 The terms and conditions and warranties of RFP 15-034: REQUEST FOR PROPOSALS REGISTRATION MANAGEMENT SOFTWARE IMPLEMENTATION AND TRAINING FOR THE CITY OF STOCKTON, CALIFORNIA received 4/14/16 are incorporated by this reference.

ARTICLE 8 – Insurance and Limitation of Liability

- 8.1 Except for the warranties specified in Section 7, VSI grants no warranties, expressed or implied, including, but not limited to any implied warranties of fitness for a particular purpose. Notwithstanding anything to the contrary in this Agreement, it is expressly agreed that neither VSI nor the CITY shall be liable to the other Party for special, incidental, indirect, or consequential damages, or for any loss or claim by either Party.
- 8.2 VSI shall comply with the insurance requirements set forth in Exhibit C: Insurance attached to this Agreement and incorporated by reference. In addition, VSI, in accordance with the provisions of Section 3700 of the California Labor Code, shall secure at its own expense and maintain during the life of this Agreement, Workers' Compensation coverage for its employees as necessary to protect VSI and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and shall relieve CITY of all responsibility for such claims and or liability. VSI shall, prior to undertaking the work contemplated herein, supply CITY with a certificate of insurance evidencing that said insurance coverage is in full effect.
- 8.3 The Parties agree that the laws of the State of Vermont will govern this Agreement, and that the venue for legal resolution shall be in Chittenden County, Vermont.
- 8.4 With the exception that this section shall in no event be construed to require indemnification by VSI to a greater extent than permitted under the public policy of the State of California, VSI shall, indemnify, protect, defend with counsel approved by CITY and at VSI'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or CITY Policy, by VSI or VSI's officers, agents, employees, volunteers or subcontractors. VSI shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of VSI to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by VSI under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by VSI to a greater extent than permitted under the public policy of the State of California, the parties agree that VSI's duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by VSI or VSI's officers, agents, employees, volunteers or subcontractors. VSI's duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY'S liability, breach of this Agreement, or other obligation or fault has been determined. VSI shall be immediately obligated to pay for

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CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse VSI for amounts paid in excess of VSI's proportionate share of responsibility for the damages within 30 days after VSI provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures VSI is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONSULTANT to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, VSI shall indemnify, defend, and hold harmless CITY its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of VSI, regardless of whether such claim may be covered by any applicable

Workers compensation insurance. VSI's indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the VSI under workers' compensation acts, disability acts, or other employee benefit acts.

ARTICLE 9 – Risk of Loss

- 9.1 VSI is providing full hosting services and will be responsible for the risk of loss or destruction.

ARTICLE 10 – Personal Information Protection

- 10.1 VSI Hosted Software & Database: VSI will provide the SSL (Secure Socket Layer) Certificate for the hosting servers to protect the flow of data between the hosting servers and the CITY's remote users, as described in Exhibit E. The Progress TDE (Transparent Data Encryption) software to protect data at rest is included with VSI hosting services at no additional charge. If a breach occurs, VSI will notify the Customer immediately regarding the extent of the breach, so that the Customer can notify its' patrons that a breach of security has occurred.

ARTICLE 11 – Application Source Code

- 11.1 The Source Code for all VSI application software, along with a list of licensed Customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 6 Joshua Way, Suite B, Essex Junction, Vermont 05452, Attn: Jason Ruwet 802-878-3346, jfr@essexvtlaw.com. The source code held in escrow is updated after each software release. If VSI defaults in providing software maintenance support due to company failure, or bankruptcy, or discontinuance of said service by VSI, it will notify the CITY and the Escrow Agent that it is in default. The Escrow Agent will then make the source code available to the CITY within thirty days of written notice for CITY support use only.

ARTICLE 12 – Relationship of Parties, No Third Party Beneficiaries

- 12.1 VSI is an independent contractor under this Agreement, which gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement. In the exercise of rights and obligations under this Agreement, VSI acts as an independent contractor and not as an agent or employee of CITY.
- 12.2 CITY shall not reimburse VSI for business expenses or supplies and shall not provide VSI with vacation, pension, insurance, or sick leave. VSI shall provide VSI's own office, tools, and supplies and shall be free to engage in contracts with other persons or agencies, either public or private. VSI shall not be entitled to any rights and benefits accorded or accruing to the CITY Council members, officers or employees of CITY, and VSI expressly waives any and all claims to such rights and benefits and is solely responsible for necessary and adequate workers' compensation insurance, as well as personal injury and property damage insurance.

ARTICLE 13 – License, Permits, and Compliance with Law

- 13.1 Prior to performing any services for CITY, VSI shall obtain a valid CITY of Stockton business license at its own expense and maintain it for the duration of this Agreement, if not already in possession of one.
- 13.2 In addition, VSI represents that prior to commencing any services under this Agreement, it shall obtain and maintain

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at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, state, and federal laws in performing the contract services.

ARTICLE 14 - No Discrimination

- 14.1 In performing the services under this Agreement, VSI shall not discriminate in the employment of its employees and the engagement of any subcontractors on the basis of race, religion, color, national origin, ancestry, disability, marital status, pregnancy, medical condition, gender, sexual orientation, or political opinions or affiliation or any other criteria prohibited by law.

ARTICLE 15 – Change Orders or Extensions

- 15.1 The CITY may require changes in the scope of services to be performed by VSI. Such changes, including any increase or decrease in compensation amount, must be mutually agreed upon in writing by the CITY and VSI. VSI shall be compensated for all authorized changes in services.

ARTICLE 16 – Notices

- 16.1 All notices, requests, demands and other communications hereunder shall be deemed given only, if in writing signed by an authorized representative of the sender (may be other than the representative referred to in Paragraph 13 above), and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

To CITY: City of Stockton
 City Hall
 425 N. El Dorado Street
 Stockton, CA 95202
 Attn: City Manager

To VSI: Vermont /Systems, Inc.,
 12 Market Place
 Essex junction, VT 05452
 John E. Willey, VP Sales

ARTICLE 17 – Authorization and Entire Agreement with Listed Exhibits

- 17.1 This Agreement includes the attached Exhibits which are incorporated by this reference:
- Exhibit A: Sales and Support Policies
 - Exhibit B: Pricing and Scope of Service
 - Exhibit C: Insurance
 - Exhibit D Intentionally Left Blank
 - Exhibit E VSI Cloud Computing Services Hosting Services (Eastern & Western Data Centers)
 - Exhibit F VSI Hosting Services 3.x Software Service Level: Gold
- 17.2 Exhibits A, B, C, E, & F constitute the entire Agreement between Vermont Systems and the CITY. Exhibit D does not apply to this Agreement and shall be left blank.
- 17.3 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, then all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

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ARTICLE 18 – Authority

- 18.1 The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.
- 18.2 IN WITNESS WHEREOF, CITY and VSI have executed this Agreement as of the date first above written.

ATTEST:



CITY OF STOCKTON

*BRET HUNTER
INTERIM*
Carol Smith
BONNIE PAIGE
CITY CLERK, CITY OF STOCKTON

for
BY: *Laurie Hoot*
KURT O. WILSON
CITY MANAGER

APPROVED AS TO FORM:
JOHN M. LUEBBERKE
CITY ATTORNEY

VERMONT SYSTEMS

BY: *[Signature]*
Taryn N. Jones
Deputy City Attorney

BY: *[Signature]*
GILES WILLEY
PRESIDENT

[Signature] VSI Initials _____ CITY Initials

EXHIBIT A
SALES AND SUPPORT POLICIES

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Sales and Support Policies

Exhibit A 4/18/2016

1. SOFTWARE LICENSE:

The application software license is a one-time fee, which provides for the perpetual use of the software. While a deposit may not be required, the full software license fee is due for all accounts within 30 days of completion of the first training session. The Progress OpenEdge V11 Application Server software and Personal, Workgroup, or Enterprise Relational Database Management System (RDBMS imbedded database) software licenses are also required to operate the VSI application software using a browser or web client.

2. ANNUAL SOFTWARE MAINTENANCE AND SUPPORT:

The required annual maintenance support fee is prorated from the first day of the installation month to the end of the first fiscal year, and thereafter, it is due annually on the first day of each new fiscal year. This fee includes the following:

- Worldwide telephone (800 US & Canada) and web support for VSI and Progress software five (5) days/week, Monday-Friday, 8am-8pm ET, and availability of chargeable Extended Hours Pager Support Monday - Friday, 8pm-10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. Further, Pre-Arranged Standard & Non-Standard Hours Standby Telephone Support is available, as described in Section 4 below. The following are included as part of the annual maintenance fee:
- Maintenance and repair of application software malfunctions with an acknowledgement response, as described in the Call Process, Section 5 below.
- One major application software upgrade every two years, along with multiple periodic updates. Major upgrades usually require a database conversion, while other periodic updates are program only. Enhancements are based primarily on user requests, but they also include an extensive number of VSI initiated improvements, all of which are added at the discretion of VSI. The status of all VSI software releases is available on VSI's web site at www.vermontsystems.com. Further, VSI notifies all Customers regarding the status and availability of all software releases in its' quarterly newsletter. Customers must contact VSI to schedule major software upgrades, which are downloaded from VSI's FTP site by Customers that host on premise. VSI upgrades software for all VSI hosted Customers.
- One biennial database conversion by VSI via FTP or WebEx during standard VSI business hours. VSI FTP/WebEx database conversion services are only chargeable, if started and/or completed during non-standard VSI business hours (before 8am and after 5pm ET, Monday through Friday and on weekends and holidays). Please note that all non-production database conversions are billable at standard VSI support rates. VSI provides coordinated software upgrade and database conversion services for VSI hosted Customers.
- Federal and State regulatory requirement changes.
- User ID and Password login access to Customer Support and Downloads sections on VSI web site.
- Phone support to explain how to configure database, how system works, and how to prepare for implementation of certain functions, such as those listed below under Extended Dedicated Support.
- Updates to financial and other interfaces due to VSI application software modifications and not due to application software modifications by other vendors.

Any of the following costs associated with customer support are **not included**:

- Actual usage of Standard Hours Pager Support, 8pm-10pm ET, Mon-Fri and Sat, Sun, & Holiday 8am-5pm ET.
- Pre-Arranged Standard Standby Telephone Support, Monday-Friday, 8am-5pm ET, and Non-Standard Standby Telephone Support are chargeable at different rates per hour.
- Any associated travel and out-of-pocket expenses for installation and training services.
- Installation and configuration of product enhancements or releases, database repairs, and more than one biennial database conversion are chargeable, unless VSI is providing hosted services.
- Telephone support related to computer hardware, operating systems, networking, and reinstallation and configuration of application software is chargeable. If the hardware and software configurations are modified after VSI has completed on-site or telephone installation services, additional requested support services are chargeable.
- Telephone training, as a substitute for on-site training or classroom training at VSI, as well as for untrained operators, is chargeable. Refer to Sections 6 and 7 below and to standard VSI hourly services pricing.
- VSI application software WAN access configuration.
- Customized print programs and updates are chargeable.
- Interfaces to export or import data from or to other application software databases are chargeable.
- Extended Dedicated Support to implement or change certain functions, such as 1) Switching from Cash to Accrual Accounting; 2) Reinstall WebTrac software on server; 3) Customize Splash Page; 4) Create Web Bypass Links; 5) WebTrac Style Sheets changes; and, 6) Database Support to analyze and correct extensive out-of-balance condition.
- Hosting services are not included in the VSI application software maintenance fees.

3. PROGRAMMING ENHANCEMENTS:

Although VSI policies provide for charging for special programming, we generally do not charge for individual enhancement requests. All approved enhancements and repairs are automatically included in all updates as part of the annual maintenance fee.

E-mail: support@vermontsystems.com

Fax: 802-879-5368

Tel: 802-879-6993 or 877-883-8757

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Sales and Support Policies

Exhibit A 4/18/2016

4. VSI EXTENDED HOURS PAGER & STANDBY TELEPHONE SUPPORT SERVICES:

Standard Extended Hours Pager Telephone Support

Monday - Friday 8pm - 10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. If extended hours support is actually provided, it is chargeable with a minimum per call or multi-call issue.

Pre-Arranged Standard and Non-Standard Hours Standby Telephone Support

Standard Standby Telephone Support, Mon-Fri, 8am-5pm ET and Non-Standard Standby Telephone Support can be pre-arranged by calling VSI at least one full business day in advance. Standard & Non-Standard Standby Support is provided at different rates per hour.

5. SUPPORT CALL PROCESS:

To provide high quality support and to effectively assign resources to incoming calls, three types of call priorities are identified as follows: Priority 1 is considered Urgent or High Priority, Priority 2 is classified as Medium Priority, and Priority 3 is deemed to be Low Priority.

The criteria used to establish guidelines for these priorities are as follows:

Priority 1 - High

Consists of errors that cause unrecoverable loss or corruption of data or loss of essential software functionality that prevents Customer processing, and there is no workaround. Generally, the system would be down.

Priority 2 - Medium

Consists of errors that cause loss of essential software functionality that prevents Customer processing, but has a workaround, or loss of non-essential software functionality that does not have a workaround. Generally, the system is not down, but the problem is causing staff inconvenience.

Priority 3 - Low

Consists of errors that may be causing loss of non-essential software functionality, but have a workaround. While the system is not down generally, the Customer's operational questions need to be resolved.

Response Times

VSI will respond to Priority 1-3 support calls in accordance with The Table of Service below, and all time references are clock hours or calendar days, unless otherwise specified. The Customer will use the VSI telephone number or support email address during standard VSI business hours, as described in Section 2, or the VSI pager number during standard pager support hours, as described in Section 4. The Customer can also call the pager number to request support during pre-arranged non-standard pager support hours, as described in Section 4. The Customer and VSI support person may also use cell phones for more efficient responses.

All issues or questions reported to support are tracked via a logged support call that contains at a minimum the Customer name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of the question or issue, and any other pertinent information. The support person will provide the Customer with a call number to track each call issue. Each call will be stored in a queue and the first available support representative will be assigned to the next call issue.

While reviewing the call issue, the assigned support person will contact the Customer, if additional information is needed. The VSI support person will either resolve the issue with the Customer or advise the Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a call are tracked in the support database. If the issue needs to be escalated to a development resource, the 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. The Customer may contact the support department at its convenience for a status update on development issues.

Escalation Process

In the event that VSI is unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in the Table of Service below, VSI will initiate escalation procedures at VSI's sole expense, except if due to hardware malfunctions, utility failures, air conditioning malfunctions, non VSI software problems, communications malfunctions, environmental problems, user errors or any other cause outside VSI's reasonable control, in which case VSI may charge the Customer at the hourly rates listed in VSI services pricing. However, VSI will continue to assist the Customer to resolve the problem, even when VSI and Customer may not agree on the cause of the problem.

E-mail: support@vermontsystems.com

Fax: 802-879-5368

Tel: 802-879-6993 or 877-883-8757

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Sales and Support Policies

Exhibit A 4/18/2016

Table of Service Requirements

The table below lists the service level required by the three Priority levels described above:

Service Level Required	Priority 1	Priority 2	Priority 3
	(time measured from initial call to VSI)		
Initial Response Due	1 hour	4 hours	5 days
Correction identified and a mutually agreeable correction plan will be developed within	24 hours	7 days	As mutually agreed
Escalation Stage 1 (Support Managers)	12 hours	7 days	N/A
Stage 1 Status Report Intervals	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 2 (Vice President of Support)	24 hours	7 days	N/A
Stage 2 Status Report Intervals	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 3 (President)	72 hours	10 days	N/A

6. VSI SUPPORT SERVICES PRICING

VSI charges a daily fee for on-site training based on an 8-hour day, plus out-of-pocket travel expenses. VSI charges the same daily fee for classroom-training at VSI for the first two Customer trainees, along with a reduced rate for each additional trainee. Other services include 800 telephone training, programming, hardware, and network configuration support services. Travel time, which includes two-way travel for trips lasting less than 4 hours, is also chargeable. VSI reserves the right to modify these rates at any time.

7. VSI WEEKEND SUPPORT SERVICES PRICING:

The daily and hourly weekend training rates are based on one and one half times the standard weekday rates. If the Customer asks a VSI Trainer to stay over a weekend, in order to save on travel costs, and no training is provided, the Customer will be charged a reduced daily fee, plus all normal travel expenses. VSI reserves the right to modify these rates at any time.

8. ON-SITE TRAINING SHORT NOTICE CANCELLATION PENALTY:

If scheduled on-site training is cancelled with less than 3 weeks' notice, the Customer will be responsible for any travel expense losses, as well as a penalty to partially offset VSI Trainer rescheduling costs. This penalty will be applied reasonably.

9. TRAINING CANCELLED DURING SCHEDULED ONSITE TRAINING WEEK:

If the Customer cancels or delays training for any reason (weather, trainee sickness, etc) while the VSI Trainer is onsite, Customer must still pay VSI daily rates for training and travel expenses.

10. TELEPHONE SUPPORT:

Telephone support worldwide, during VSI standard business hours, is included in the Annual Software Maintenance and Support fee, provided that VSI has previously trained the individuals being supported. Otherwise, chargeable telephone or on-site training must be completed.

11. DOCUMENTATION:

All documentation is provided electronically with the application software and it includes the User Reference Manual, Installation Planning Guide, Sample Reports, Installation Instructions, On-Line Help, and Sample Database with Tutorial. Customers can print any number of copies needed to train their staffs and manage their operations.

12. INSTALLATION PLANNING:

After receiving your order, VSI will assist you to develop a plan, which will assign Customer and VSI responsibilities for the various elements required to successfully complete the installation and training.

13. THIRD PARTY VENDOR GENERAL LEDGER/CASH RECEIPTS INTERFACE PROCEDURES:

The VSI Trainer will configure RecTrac/GolfTrac/CYMTrac software for the appropriate vendor interface and will show the Customer how to generate the batch export file that contains the summary or detailed transactions for the day or any date range. At this point, it is the Customer's responsibility to contact the financial software vendor to arrange for assistance to import the daily batch file for automatic posting to the cash receipts or general ledger system. The VSI trainer is not responsible for importing the batch files into any third party application software or for contacting the vendor.

E-mail: support@vermontsystems.com

Fax: 802-879-5368

Tel: 802-879-6993 or 877-883-8757

[Signature] VSI Initials _____ CITY Initials



Sales and Support Policies

Exhibit A 4/18/2016

14. HARDWARE PAYMENT & WARRANTY:

Full payment for the hardware and systems software is due following delivery and verification of the order. The verification process must be completed, so that all payments can be made within 30 days of delivery. The VSI supplied hardware includes warranties from the manufacturers or distributors for specified periods. Please review the quotes and warranty chart provided by VSI. After the warranty period or add-on warranty period, hardware vendors also provide time and materials maintenance support. Warranty and maintenance contract service provided on a Depot Basis can require several days to complete. Therefore, plan your purchases to include **spare critical units**, in order to provide your users with uninterrupted operations. Hardware returns in the original packaging are only accepted during the first 30 days following delivery.

15. VSI POS HARDWARE SUPPORT:

To support our POS software applications, VSI offers a broad range of hardware computers and peripherals that we have evaluated, qualified, and configured to function properly with our software. This requires an extensive investment of resources including labor and the purchase of one or more of each type hardware product. Further, these hardware products are essential to support our customers and for testing each software upgrade. Most customers appreciate the availability of these qualified products, since it saves them from experiencing the same expensive process.

Our priority is to offer only high quality products with extended warranties at competitive prices, but not necessarily at the lowest prices. A qualified product that is competitively priced is much more important than the lowest price. More often than not a lower priced, unqualified product will eventually cost much more for all concerned. VSI hardware support policies are as follows:

Qualified POS Hardware Purchased from VSI – Full Support:

VSI will be responsible for ordering the properly configured hardware with the correct cables and other features, delivery, installation and configuration assistance, toll free telephone support, and warranty service arrangements, as needed.

Qualified POS Hardware Purchased from Another Source – Partial Support:

VSI is **not** responsible for resolving problems resulting from incorrectly ordered hardware, resulting installation and configuration problems, and warranty service arrangements. However, VSI will provide limited guidance and support, during the installation of the hardware. If issues are not resolved within a few minutes, then VSI will continue to provide 800 phone assistance at the standard VSI support rate.

Non-Qualified POS Hardware Purchase from another Source – Limited Support:

VSI does not support non-VSI qualified POS hardware using our 800 support lines. However, if a customer calls for assistance and the VSI support person determines that the request is for a non-qualified product, he/she will discuss options as follows: 1) Select qualified hardware on the VSI price list, or 2) Discuss qualifying a new product with VSI management. If a customer requests VSI to consider qualifying a non-qualified product, we will evaluate the circumstances, and if justified, will attempt to qualify. In order to proceed, the customer must send an evaluation unit to VSI and we will attempt to qualify it at standard VSI support rates. The customer must specify a qualifying spending limit. If successful, VSI may or may not add the product to our price list. If added, VSI will continue to support the product, as described under qualified hardware options. If not, any on-going qualifying that might be required, as a result of hardware or software upgrade changes will be chargeable.

POS Hardware Onsite Installation Support:

If you expect the VSI Trainer to install POS hardware during an onsite training trip, you must allocate sufficient time in the schedule to complete the software training and the hardware installation and configuration. The time allocated will vary based on the three situations described above, but the most time-consuming will involve hardware that VSI has not qualified. The time allocated will also vary depending on the number units to be installed. If the VSI Trainer installs and configures the hardware during a normal 8-hour workday, then this would be included in the previously approved onsite training fee. If the VSI Trainer is required to work in excess of 8 hours on any given day, in order to complete the hardware setup and software training during the scheduled onsite visit, then the Customer will be billed for overtime fees.

E-mail: support@vermontsystems.com

Fax: 802-879-5368

Tel: 802-879-6993 or 877-883-8757

CVH VSI Initials _____ CITY Initials

**EXHIBIT B
PRICING AND SCOPE OF SERVICES**

CH VSI Initials _____ CITY Initials



Proposal Summary Pricing

VSI Quote Number: 59656

Please See Detail Breakdown
on Following Pages

Description: **Exhibit B - VSI Software, Hosting Services, POS Hardware**
 Prepared For: **City of Stockton, Stockton, CA**
 Contact Name: **Carolyn Godwin, Recreation Division**
 Contact Email: **carolyn.godwin@stocktonca.gov**
 Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: **(209)937-8298**
 Fax Number:
 Quote Date: **10/27/2016**

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
<u>RecTrac - Workgroup Multi-User Software</u>				
Application Software	\$18,750.00	\$3,610.00	\$0.00	\$22,360.00
Progress OpenEdge Software	\$3,750.00	\$722.00	\$0.00	\$4,472.00
VSI Add ons	\$3,000.00	\$600.00	\$0.00	\$3,600.00
Support Services - Training & Expenses	\$14,970.00	\$0.00	\$0.00	\$14,970.00
Hosting Services	\$0.00	\$18,300.00	\$0.00	\$18,300.00
Total RecTrac:	\$40,470.00	\$23,232.00	\$0.00	\$63,702.00
<u>WebTrac - Workgroup Edition</u>				
Application Software	\$17,850.00	\$3,570.00	\$0.00	\$21,420.00
Progress OpenEdge Software	\$3,570.00	\$714.00	\$0.00	\$4,284.00
VSI Add ons	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Support Services - Training & Expenses	\$7,485.00	\$0.00	\$0.00	\$7,485.00
Total WebTrac:	\$30,155.00	\$4,284.00	\$0.00	\$34,439.00
<u>PayTrac - Application Software & Hardware</u>				
Application Software	\$4,500.00	\$900.00	\$0.00	\$5,400.00
Check Readers	\$1,770.00	\$0.00	\$126.00	\$1,896.00
Total PayTrac:	\$6,270.00	\$900.00	\$126.00	\$7,296.00
<u>Hardware - (VSI Qualified)</u>				
Touch Screen Computers 22" All-in-One	\$14,399.00	\$0.00	\$371.00	\$14,770.00
Printers Receipt	\$1,855.00	\$0.00	\$91.00	\$1,946.00
Cash Drawers	\$1,225.00	\$0.00	\$68.00	\$1,393.00
Barcode Readers	\$3,272.00	\$0.00	\$128.00	\$3,400.00
Customer Pole Displays	\$1,575.00	\$0.00	\$84.00	\$1,659.00
Digital Cameras	\$805.00	\$0.00	\$112.00	\$917.00
Power Protection	\$665.00	\$0.00	\$84.00	\$749.00
Signature Pad	\$4,165.00	\$0.00	\$77.00	\$4,242.00
Total Hardware:	\$27,961.00	\$0.00	\$1,115.00	\$29,076.00

EXD VSI Initials _____ CITY Initials



Proposal Summary Pricing **VSI Quote Number: 59656**

Please See Detail Breakdown
on Following Pages

Description: **Exhibit B - VSI Software, Hosting Services, POS Hardware**
 Prepared For: **City of Stockton, Stockton, CA**
 Contact Name: **Carolyn Godwin, Recreation Division**
 Contact Email: **carolyn.godwin@stocktonca.gov**
 Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: **(209)937-8298**
 Fax Number:
 Quote Date: **10/27/2016**

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
VSI TOTALS				
Touch Screen Computers 22" All-in-One	\$14,399.00	\$0.00	\$371.00	\$14,770.00
Application Software	\$41,400.00	\$8,080.00	\$0.00	\$49,480.00
Printers Receipt	\$1,855.00	\$0.00	\$91.00	\$1,946.00
Progress OpenEdge Software	\$7,320.00	\$1,436.00	\$0.00	\$8,756.00
Cash Drawers	\$1,225.00	\$0.00	\$168.00	\$1,393.00
Barcode Readers	\$3,272.00	\$0.00	\$128.00	\$3,400.00
Check Readers	\$1,770.00	\$0.00	\$126.00	\$1,896.00
VSI Add-ons	\$4,250.00	\$600.00	\$0.00	\$4,850.00
Customer Pole Displays	\$1,575.00	\$0.00	\$84.00	\$1,659.00
Digital Cameras	\$805.00	\$0.00	\$112.00	\$917.00
Power Protection	\$865.00	\$0.00	\$84.00	\$949.00
Support Services - Training & Expenses	\$22,455.00	\$0.00	\$0.00	\$22,455.00
Signature Pad	\$4,165.00	\$0.00	\$77.00	\$4,242.00
Hosting Services	\$0.00	\$18,300.00	\$0.00	\$18,300.00
Grand Totals:	\$104,856.00	\$28,416.00	\$1,241.00	\$134,513.00
*NOTE: Shipping is FOB - Origin (Plus Tax Where Applicable / Includes Shipping FOB - Origin)				

SW VSI Initials _____ CITY Initials

**RecTrac Workgroup Multi-User Software**

Recreation Tracking Software

VSI Quote Number: 59656

Please Review Notes on Last Page
Software Pricing is Valid For 120 Days
Hardware Pricing is Subject to Change

Description: **Exhibit B - VSI Software, Hosting Services, POS Hardware**
Prepared For: **City of Stockton, Stockton, CA**
Contact Name: **Carolyn Godwin, Recreation Division**
Contact Email: **carolyn.godwin@stocktonca.gov**
Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: **(209)937-8298**
Fax Number:
Quote Date: **10/27/2016**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<u>Application Software</u>					
1	Each	Activity Registration (V-RT-MU-AR)	\$2,750.00	\$2,750.00	\$490.00
1	Each	Facility Reservations (V-RT-MU-FR)	\$2,750.00	\$2,750.00	\$490.00
1	Each	Pass Management (V-RT-MU-PM)	\$2,750.00	\$2,750.00	\$490.00
1	Each	Point-of-Sale/Inventory Control/Tickets (V-RT-MU-PS)	\$2,750.00	\$2,750.00	\$490.00
1	Each	League Scheduling (V-RT-MU-LS)	\$1,950.00	\$1,950.00	\$350.00
1	Each	Incident Processing and Reporting (V-RT-MU-IC)	\$0.00	\$0.00	\$0.00
1	Each	Systems Administration (required) (V-RT-MU-SA)	\$400.00	\$400.00	\$400.00
18	Each	Additional Users Over 2 (concurrent) Total 20 Users (V-RT-MU-AU)	\$300.00	\$5,400.00	\$900.00
Total Application Software:				\$18,750.00	\$3,640.00
<u>Progress OpenEdge Software</u>					
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$3,750.00	\$3,750.00	\$722.00
Total Progress OpenEdge Software:				\$3,750.00	\$722.00
<u>VSI-Add ons</u>					
1	Each	Certificate of Insurance Annual (T-KP-COI)	\$0.00	\$0.00	\$0.00
1	Each	RecTrac General Ledger Interface (V-RT-IN-GL)	\$1,500.00	\$1,500.00	\$300.00
1	Each	Activity Registration Custom Brochure Interface (V-RT-IN-AR)	\$1,500.00	\$1,500.00	\$300.00
Total VSI-Add ons:				\$3,000.00	\$600.00
<u>Support Services - Training & Expenses</u>					
10	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$750.00	\$7,500.00	\$0.00
2	Day(s)	Travel Time (X-S-TNG-09)	\$375.00	\$750.00	\$0.00
12	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$360.00	\$4,320.00	\$0.00
2	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$2,400.00	\$0.00
Total Support Services - Training & Expenses:				\$14,970.00	\$0.00
<u>Hosting Services</u>					
1	Month	VSI Full Hosting Services - Gold, First 5 Users, Monthly (V-HS-G1)	\$850.00	\$850.00	\$10,200.00
15	Month	VSI Full Hosting Svc - Gold, XX Add Users, Monthly-Total 20 (V-HS-G2)	\$45.00	\$675.00	\$8,100.00
Total Hosting Services:				\$1,525.00	\$18,300.00
Total Software, Hardware and Support Services				\$40,470.00	\$23,232.00
Grand Total - RecTrac:				\$63,702.00	

* NOTE: Shipping is FOB - Origin

(Plus Tax Where Applicable / Includes Shipping FOB - Origin)

Platinum Hosting Services at \$1050 & \$55 and Silver at \$650 & \$40 are also available. See Features document.

VSI Initials _____ CITY Initials

**WebTrac Workgroup Edition**

Real-Time Internet Software

VSI Quote Number: 59656

Please Review Notes on Last Page

Software Pricing is Valid For 120 Days

Hardware Pricing is Subject to Change

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 Prepared For: **City of Stockton, Stockton, CA**
 Contact Name: **Carolyn Godwin, Recreation Division**
 Contact Email: **carolyn.godwin@stocktonca.gov**
 Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: (209)937-8298

Fax Number:

Quote Date: 10/27/2016

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<u>Application Software</u>					
1	Each	WebTrac Internet Software for 16-25 RecTrac Users (V-WT-MU-IS-16)	\$4,650.00	\$4,650.00	\$930.00 9
1	Each	WebTrac Activity Registrations (V-WT-MU-AR)	\$1,450.00	\$1,450.00	\$290.00 10
1	Each	WebTrac Facility Reservations (V-WT-MU-FR)	\$1,450.00	\$1,450.00	\$290.00 10
1	Each	WebTrac Pass Registrations/Renewal (V-WT-MU-PM)	\$1,450.00	\$1,450.00	\$290.00 10
1	Each	WebTrac Point of Sale/Tickets (V-WT-MU-PS)	\$1,450.00	\$1,450.00	\$290.00 10
1	Each	WebTrac League Scheduling (V-WT-MU-LS)	\$1,250.00	\$1,250.00	\$250.00 10
1	Each	Mobile RecTrac (V-WT-MU-MRT)	\$2,450.00	\$2,450.00	\$490.00 11
1	Each	Mobile WebTrac (V-WT-MU-MWT)	\$2,450.00	\$2,450.00	\$490.00 12
1	Each	WebTrac/RecTrac Workgroup Agents (V-WT-MU-AU)	\$1,250.00	\$1,250.00	\$250.00 13
Total Application Software:				\$17,850.00	\$3,570.00
<u>Progress OpenEdge Software</u>					
1	Each	OpenEdge Application Server Software (T-PG-MU-WB)	\$3,570.00	\$3,570.00	\$714.00 4
Total Progress OpenEdge Software:				\$3,570.00	\$714.00
<u>VSI-Add ons</u>					
1	Each	WebTrac First Style Sheet Service Initial & Major (V-WT-IN-SS-1)	\$750.00	\$750.00	\$0.00 14
1	Each	Standard Splash Page Options (V-WT-CP-SP)	\$500.00	\$500.00	\$0.00 15
Total VSI-Add ons:				\$1,250.00	\$0.00
<u>Support Services - Training & Expenses</u>					
5	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$750.00	\$3,750.00	\$0.00
1	Day(s)	Travel Time (X-S-TNG-05)	\$375.00	\$375.00	\$0.00
6	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$360.00	\$2,160.00	\$0.00 8
1	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$1,200.00	\$0.00
Total Support Services - Training & Expenses:				\$7,485.00	\$0.00
Total Software, Hardware and Support Services:				\$30,165.00	\$4,284.00
Grand Total - WebTrac:				\$34,439.00	
*NOTE: Shipping is FOB - Origin.				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)	

SVL VSI Initials _____ CITY Initials



PayTrac Application Software & Hardware
Payment Card, Electronic Check, & Gift Card Interface
VSI Quote Number: 59656
Please Review Notes on Last Page
Software Pricing is Valid For 120 Days
Hardware Pricing is Subject to Change

Description: **Exhibit B - VSI Software, Hosting Services, POS Hardware**
 Prepared For: **City of Stockton, Stockton, CA**
 Contact Name: **Carolyn Godwin, Recreation Division**
 Contact Email: **carolyn.godwin@stocktonca.gov**
 Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: **(209) 937-8298**
 Fax Number:
 Quote Date: **10/27/2016**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
<u>Application Software</u>						
1	Each	VSI Workgroup ERI Credit Card Interface (V-PT-MU-ERI)	\$3,000.00	\$3,000.00	\$0.00	\$600.00 16
1	Each	VSI Electronic Check Processing Interface (V-PT-IN-EC)	\$1,500.00	\$1,500.00	\$0.00	\$300.00 17
Total Application Software:				\$4,500.00	\$0.00	\$900.00
<u>Check Readers</u>						
6	Each	MiniMICR Check Reader USB (MICR/MINI-MSR-USB)	\$295.00	\$1,770.00	\$102.00	\$0.00
6	Each	MiniMICR USB Cable (MICR/MINI-USB CABLE)	\$0.00	\$0.00	\$24.00	\$0.00
Total Check Readers:				\$1,770.00	\$126.00	\$0.00

Total Software, Hardware and Support Services:				\$6,270.00	\$126.00	\$900.00
Grand Total - PayTrac:				\$7,296.00		
* NOTE: Shipping is FOB - Origin				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)		

[Signature] VSI Initials _____ CITY Initials



Hardware (VSI Qualified)
VSI Quote Number: 59656
Please Review Notes on Last Page
Software Pricing is Valid For 120 Days
Hardware Pricing is Subject to Change

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Phone Number: **(209)937-8298**
 Fax Number:
 Quote Date: **10/27/2016**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
<u>Touch Screen Computers 22" All-in-One</u>						
7	Each	Elo 2215 Touch Computer, 22" LCD 1920x1080 4GB W10 (H-TSC-EL-03)	\$1,890.00	\$13,230.00	\$210.00	\$0.00 18
7	Each	Elo Touch Computer i5-6500 4GB Memory Add-On (H-TSC-EL-X-4GB)	\$65.00	\$455.00	\$0.00	\$0.00
0	Each	Elo Touch Computer USB Expansion 3 USB (H-TSC-EL-X-USB)	\$295.00	\$0.00	\$0.00	\$0.00 19
7	Each	Elo Touch Computer Stand 22" Tabletop I-Series (H-TSC-EL-X-STD)	\$80.00	\$420.00	\$63.00	\$0.00 20
7	Each	Logitech 260 Cordless Keyboard & Optical mouse (H-MISC-KB-03)	\$42.00	\$294.00	\$98.00	\$0.00
Total Touch Screen Computers 22" All-in-One:				\$14,399.00	\$371.00	\$0.00
<u>Printers Receipt</u>						
7	Each	Star TSP143UI, 40 col Thermal, USB, Cutter (H-PRT-ST-05-U-B)	\$265.00	\$1,855.00	\$91.00	\$0.00 21
Total Printers Receipt:				\$1,855.00	\$91.00	\$0.00
<u>Cash Drawers</u>						
7	Each	MMF Advantage 17.4Wx18.7D, Dumb Drw Paint Front Blk (H-DRW-MM-11-D-BK)	\$175.00	\$1,225.00	\$168.00	\$0.00
Total Cash Drawers:				\$1,225.00	\$168.00	\$0.00
<u>Barcode Readers</u>						
8	Each	Honeywell 1202G Wireless Stand (H-BCR-HY-08-X-ST)	\$14.00	\$112.00	\$24.00	\$0.00
8	Each	Honeywell 1202G Wireless 1D Bar Code, Blk, USB (H-BCR-HY-08-WL)	\$395.00	\$3,160.00	\$104.00	\$0.00 22
Total Barcode Readers:				\$3,272.00	\$128.00	\$0.00
<u>Customer Pole Displays</u>						
7	Each	LTX9000UP-GY Table Top Display, 2x20, USB, Cable, Gray (H-POL-LC-04-U-B)	\$225.00	\$1,575.00	\$84.00	\$0.00 23
Total Customer Pole Displays:				\$1,575.00	\$84.00	\$0.00
<u>Digital Cameras</u>						
7	Each	Microsoft LifeCam Studio Camera, Auto Focus, 1080p (H-PID-MS-01)	\$85.00	\$595.00	\$77.00	\$0.00 24
7	Each	Adjustable Tripod Stand, LifeCam Camera (H-PID-MS-01-ST)	\$30.00	\$210.00	\$35.00	\$0.00
Total Digital Cameras:				\$805.00	\$112.00	\$0.00
<u>Power Protection</u>						
7	Each	Power Protection, 10A, 120V, 5-15P, 3 Receptacles (SP-UTB-175)	\$95.00	\$665.00	\$84.00	\$0.00
Total Power Protection:				\$665.00	\$84.00	\$0.00
<u>Signature Pad</u>						
7	Each	Topaz, Signature Gem, Transaction Terminal, USB (H-SIG-TP-01)	\$595.00	\$4,165.00	\$77.00	\$0.00 25
Total Signature Pad:				\$4,165.00	\$77.00	\$0.00

CHK VSI Initials _____ CITY Initials



Hardware (VSI Qualified)
VSI Quote Number: 59656
Please Review Notes on Last Page
Software Pricing is Valid For 120 Days
Hardware Pricing is Subject to Change

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 Contact Email: **carolyn.godwin@stocktonca.gov**
 Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: **(209)937-8298**
 Fax Number:
 Quote Date: **10/27/2016**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
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Total Software, Hardware and Support Services:			\$27,961.00	\$1,115.00	\$0.00	
Grand Total - Hardware:				\$29,076.00		
* NOTE: Shipping is FOB - Origin.			(Plus Tax Where Applicable / Includes Shipping FOB - Origin)			

 VSI Initials _____ CITY Initials



Proposal Summary Pricing

VSI Quote Number: 59656

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- 1 Standard PMP software enables (optional) capture of photo image during registration, and display of photo during Visit Check-In. You can also add the PMP ID software interface to print multi-color plastic photo ID cards.
- 2 In order to use the graphical touch screen option in other modules, you must also license the POS Inventory module.
- 3 The Workgroup System is quoted for those organizations with 2-39 concurrent users. The pricing for the actual number of licensed concurrent users is found on the RecTrac quote page under the Application Software section. Two concurrent users are included with the purchase of the first RecTrac module. Additional concurrent users are priced as Additional Users Over 2 (concurrent).
- 4 VSI uses Progress OpenEdge software to develop and deploy its software applications, and also embeds the required Progress OpenEdge Enterprise or Workgroup RDBMS (Relational Database Management Software) with its applications.
- 5 You can select any of the current nearly 100 standard GL interfaces and 4 AP interfaces at this price. If a custom interface is needed, VSI will provide a quote, after reviewing the requirements. The implementation procedures for all interfaces are as follows: The VSI trainer will select (default) the appropriate vendor interface in RecTrac/GolfTrac and show customer how to generate the batch export file that contains the summary or detailed transactions for the day (or any date range). At this point, it is the customer's responsibility to contact the financial software vendor to arrange for assistance to import the batch file for posting to the cash receipts or general ledger system.
- 6 The included expenses are ESTIMATED for airfare, lodging, meals, parking, tolls, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip. For states with Cashless Tolls, there may be a delay in billing these charges as we sometimes don't get these bills from the car rental companies until weeks after a trip is complete.
- 7 The base Hosting Services Fee does NOT include the VSI application software and Progress software annual maintenance fees.

Prior to selecting the hosting option, we require the customer to test/verify connectivity from all locations to ensure satisfactory performance. Please contact VSI Sales for additional information and scheduling, 877-883-8757 - Option #2 or email sales@vermontsystems.com.
- 8 The Additional User Hosting Services Fee does NOT include the VSI application software and Progress software annual maintenance fees.

Prior to selecting the hosting option, we require customer to test/verify connectivity from all locations to ensure satisfactory performance. Please contact VSI Sales for additional information and scheduling, 877-883-8757 - Option #2 or email sales@vermontsystems.com.
- 9 WebTrac enables your customers to process RecTrac transactions real-time using a browser via the internet. The WebTrac module does NOT include any hosting services. If your IT department or your off-premise web host does not allow any updates to its web server, then VSI can offer this web hosting service. This additional service has a monthly fee that can be provided should you need this capability. VSI can discuss with your IT department or your off-premise web hosting company the requirements of adding the WebTrac module to your setup and can determine from this discussion whether the VSI web hosting fee needs to be quoted. VSI bills any hosting service on an annual basis. After the first year, this amount is added to your annual maintenance figure.
- 10 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.

GVW VSI Initials _____ CITY Initials



Proposal Summary Pricing VSI Quote Number: 59656

Please See Detail Breakdown
on Following Pages

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 Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: **(209)937-8298**
 Fax Number:
 Quote Date: **10/27/2016**

- 11 Mobile RecTrac provides access to select staff functions using a smart phone mobile browser. The Mobile RecTrac browser is device/operating system independent. Functions such as Visit Check-In, League Scores Postings, Roster Print, Tee Sheets, and Household Inquiries are a few of the functions that are available to the staff using a smart phone. All current and future Mobile RecTrac staff related functions developed for all RecTrac modules by VSI are included in this one-time license fee, providing that the annual maintenance and support fees are paid.

Mobile Hardware Options:

1. Honeywell Captuvo SL22 IPOD Sled, SL42 IPHONE Sled, SL62 IPAD Mini Sled

There are several models available for the IPOD, IPHONE, IPAD Mini including one with magstripe reader only, one with bar code imager only, and one with both bar code imager and magstripe reader. Options for both include holsters, wrist lanyards, and battery packs. VSI is a Honeywell dealer and offers the Captuvo at prices ranging from \$270 to \$720 each. The IPOD, IPHONE, IPAD Mini are fully integrated with the SL22, SL42, SL62 Sleds. Each Sled also requires the DryRain browser software at \$99 that is required to enable the units to communicate with RecTrac.

2. Panasonic ToughPad, with integrated barcode reader. Prices start at \$1870.

3. Motorola CS3050-SR10007WWY with 1D Bluetooth bar code scanner - customers can purchase this unit from VSI or from another source. This unit can be linked to most smart phone devices that support Bluetooth connections.

- 12 Mobile WebTrac provides patron access to select functions using a smart phone mobile browser. The Mobile WebTrac browser is device/operating system independent. Functions such as booking a tee time, enrolling in a class, viewing a calendar of events, making a payment, and displaying a pass barcode are a few of the functions that patrons will be able to access using a smart phone. All current and future Mobile WebTrac patron related functions developed for all WebTrac modules by VSI are included in this one-time license fee, providing that the annual maintenance and support fees are paid.
- 13 WebTrac Agents needed are provided to process WebTrac online transactions. Each Agent can service approximately 20 simultaneous requests.
- 14 VSI will customize the WebTrac stylesheet to match the appearance of your web site as closely as possible. After you have finalized your WebTrac page specifications, you will be asked to sign an approval form. VSI will provide the stylesheet programming services and then ask you to verify that the results match your specs. If you ask for additional changes following the completion of the initial styling then each major change request is priced at \$750.00. Minor & Seasonal change requests are priced at \$375.00 each.
- 15 The Standard Splash Page Option offers a choice of any one of 14 standard splash pages, and they are available on the VSI website for your review. You decide which standard or combination of multiple standards is best for your organization.
- The \$500 fee includes VSI support to assist you to implement the template on your site. This typically takes 2-4 hours. Any time over 4 hours due to change requests will be charged at \$100/hour. Any design changes to the standard templates that require custom programming will be charged at \$140/hour.
- 16 The VSI ERI (External Redirect Interface) fee applies to any of the credit card vendor options.
- 17 Electronic Check Interfaces: VSI RecTrac ACH & ProfitStars. VSI captures MICR data only and presents standard ACH file to Bank to format for echeck processing. ProfitStars captures MICR data and front & back images and presents to Bank for echeck processing. ProfitStars contact is Sharon Shepard 877-827-7101 sharon.shepard@profitstars.com (subscription to national bad check list).

 VSI Initials _____ CITY Initials



Proposal Summary Pricing VSI Quote Number: 59656

Please See Detail Breakdown
on Following Pages

Description: **Exhibit B - VSI Software, Hosting Services, POS Hardware**
 Prepared For: **City of Stockton, Stockton, CA**
 Contact Name: **Carolyn Godwin, Recreation Division**
 Contact Email: **carolyn.godwin@stocktonca.gov**
 Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: **(209)937-8298**
 Fax Number:
 Quote Date: **10/27/2016**

-
- 18 Elo 2215 Interactive Signage Touch Computer, 22" Wide Screen LED 1920x1080 Resolution, i5-6500TE Quad Core Processor, 4GB Memory, Projective Capacitive, Clear Glass, Zero Bezel, 10 Touch, Windows 10, Gray, 128GB 2.5" 7mm SATA SSD Storage, 4 USB 3.0, 3 Micro USB for Elo peripherals, Wireless WiFi 802.11 a/b/g/n/ac, Blue Tooth, 2nd Micro HDMI Video Out, 1 Audio Port, 2 Internal Speakers, 90W 100-240VAC 50/60Hz Power, US & Euro Power Cables, Power Adapter, Dimensions 20.6"x12.76"x1.8", Opr Temp 32DF-95DF, Humidity 20% to 80%, MTBF 50,000 Hours, 3-Year Depot Warranty. Recommended for RecTrac 3.1 browser-based software.
 - 19 The ELO-USB Expansion Module includes 3 USB ports.
 - 20 The ELO Stand-22"-GY-R 2-Position Tabletop Stand is for the i-Series Touch Computers.
 - 21 Includes power supply, power cord, auto cutter and cable. Wall mountable.
 - 22 Honeywell 1202G Wireless 1D Bar Code Single Line Laser Scanner, Bluetooth Range 33Y10M, 12 Hour Rechargeable Battery, Black, USB Kit, Charge & Communications Base (CCB00-010BT-01N USB Type A 3M Straight Cable (CBL-500-300-500)
 - 23 Bernatech LTX9000UP-GY Pole Display, 2x20, 9.5mm, USB Port Powered, Cable, Gray.
 - 24 Microsoft LifeCam Studio, HD 8MP Res, True 1080p Sensor, Auto Focus, USB, Operating Temperature 21DF - 104DF with Humidity <5% - 80% Non-condensing. Using in hot, humid areas can damage the camera.
 - 25 The Topaz signature capture terminal has been qualified for RecTrac 10.3.0 and higher. Customers will be able to capture signatures for waivers, rules & regulations, etc. The signature capture capability is not available yet for credit/debit card terminal receipts. Sign waivers that are linked directly to an Activity, Pass, Facility, etc, as well as for a Global Waiver that is linked at the Static Parameter level. Allows only one signature per waiver. Does not allow multiple signatures or initials on each page.

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**EXHIBIT C
INSURANCE**

OKW VSI Initials _____ CITY Initials

EXHIBIT C: INSURANCE**Insurance Requirements for Professional Software Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location 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 Consultant 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. *(Not required if consultant provides written verification it has no employees)*
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$1,000,000 aggregate. (If Claims-made, see below.) If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. 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 Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant'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)**.

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Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Consultant's insurance coverage to sole negligence.

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

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant 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.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

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. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant'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, for any reason or no reason.

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Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate Holder Address

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

- City of Stockton
- Attention: Risk Services
- 425 N El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant 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.

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EXHIBIT D
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EXHIBIT E

VSI Cloud Computing Services Hosting Services (Eastern & Western Data Centers)

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**Exhibit E: Vermont Systems Cloud Computing Services
VSI Eastern & Western Data Centers**

1. Complete Managed Hosting Services:

VSI owns and manages redundant servers and communications devices that are installed at its' Eastern and Western data centers. These systems are operational on a 24/7/365 basis. VSI provides its' hosting services customers with Progress deployment software support, Progress RDBMS database support, and extended hours Pager support as described in VSI's Sales & Support Policies (Exhibit A in the VSI Sales Agreement). Initially, this includes live hosting phone support from 8:00am to 8:00pm, Monday – Friday, plus no charge 24/7 Pager support for all other hours. As the number of hosting customers grows, live hosting phone support will be expanded accordingly.

2. Eastern & Western Data Center Hosting Services:

Tech Vault and FORTRUST are VSI business partners that assist VSI to provide complete hosting services for VSI customers. Tech Vault has a Green Building Council Gold Certification and is HIPAA, PCI-DSS, LEED Silver, and SSAE-16 certified. Tech Vault has also applied for LEED Gold certification. FORTRUST has been awarded an M&O Stamp of Approval with Tier III Design Certified and are SSAE-16 Services Organization Control (SOC) 1 Type 2, SOC 2 Type 2, and SOC 3 SysTrust Services Organization reporting colocation facility.

Data Center Space:

- Multi-level security access to the server facility.
- HIPAA-compliant facility with exterior walls built to Homeland Security specifications.

Data Center Cooling & Environment:

- Industry-leading cooling with integrated humidification.
- Fully redundant N + 1 architecture.

Security & Access:

- Man-Trap access-only with dual-factor finger biometric scan and integrated HID proximity reader.
- Keycard and biometric facility access.
- Authorized VSI access 24/7/365.
- Video surveillance cameras, internal and external, 24/7/365 basis.

Power:

- Fully redundant battery and automatic generator backup.

Internet Services:

- Data Centers are ISP Carrier neutral facility.
- Multiple tier-one providers.
- Internet utilizes Border Gateway Protocol to provide 100% internet availability.

Additional Data Center Features:

- 24/7/365 Facility Environmental Monitoring by Data Center staff.
- Hardware Monitoring (SNMP) and Diagnostics.
- 100% uptime for bandwidth and power.

3. VSI Managed Hosting Services:

- Redundant hosting servers, routers, and switches with automatic fail-over.
- Progress Deployment software support and Progress RDBMS database support.
- Automatic VSI program updates.
- Database daily backup and database restore, as requested, and copy live to demo.
- RecTrac and WebTrac only generated email service. (Not to be used as a general mail server)
- Monthly Internal/External Vulnerability Scan both data centers by Trustwave.
- Quarterly Internal/External Penetration Test both data centers by Trustwave.
- Managed hosting services anti-virus protection.
- All VM services are hosted in a private cloud.
- VSI will routinely install server operating system updates, as released by the vendors.
- Progress Replication between data centers for Disaster Recovery site*

 VSI VSI Initials _____ CITY Initials

- Progress TDE Encryption available for data at rest protection**

3. VSI Managed Hosting Services (continued)

- * Failover to warm Disaster Recovery site is controlled manually by VSI staff. Since each data center has localized redundancies built-in, a catastrophic event would need to occur before failover would be initiated. Alternate URL's for RecTrac/WebTrac will be provided to customers in case a Disaster Recovery event occurs.

** Depending on the Site License Agreement, additional licensing fees may apply.

4. VSI Additional Chargeable Hosting Services:

- Periodic database performance audits and tuning.
- Assisted HTML development of splash pages and implementation.

5. SSL (Secure Sockets Layer) Certificate:

VSI will provide the SSL Certificate for the hosting servers. While the flow of data between the hosting servers and the Customer's remote users is encrypted using the SSL provided, VSI is not responsible for any loss of data beyond our control.

6. Fire Wall Rules:

VSI is responsible for configuring and maintaining the firewall rules for the hosting servers and will notify the Customer of any changes that would impact the Customer's access to the application database. The Customer is responsible for configuring and maintaining firewall rules for all Customer locations.

7. Periodic Hosting Servers Maintenance:

VSI will provide the Customer with advance notice when the hosting servers will be unavailable due to scheduled maintenance. VSI will coordinate with the Customer to minimize down time for scheduled maintenance.

8. VSI Hosting Servers Technical Support:

If the source of a technical problem exists within the systems or technology under VSI management, no charge will apply. For example, a technical issue, such as, your hosting server becomes unreachable due to a network or hardware failure. This example is for reference purposes only and should not be misconstrued as the only issue that might arise over time.

9. ERI PayTrac License:

The Customer must license one of the VSI certified ERI credit card interfaces to process office (Retail, MOTO) and online (ecommerce) payments and to ensure that credit card data is encrypted and secure. If pin debit card payments are to be accepted, then a VSI ERI pin debit card interface will be required for the same processor. If check payments are to be processed electronically, a VSI eCheck interface will also be required.

10. Hosting Penalties:

There shall be no downtime penalty for scheduled operating system upgrades, scheduled Progress software updates, application software upgrades, DNS outages, and application database upgrades. Except for these scheduled downtimes, VSI expects over 99.7% uptime. Therefore, if the software applications are unavailable for customer use for more than 26 hours of a total 8760 hours in a calendar year due to hosting services, VSI will credit the customer with a prorated amount for any lost time exceeding 26 hours to the nearest 15 minutes.

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EXHIBIT F
VSI Hosting Services 3.x Software Service Level: Gold

ETHC VSI Initials _____ CITY Initials

EXHIBIT F: VSI HOSTING SERVICES 3.x Software
Service Level: GOLD – Included Services

1. Flat monthly fee (no transaction fees) based on Gold Service Level and number of concurrent users.
2. No forced convenience fee passed on to patrons. VSI customer can elect to charge a convenience fee to the patron for WebTrac transactions, but this is a user-defined parameter.
3. Servers managed by VSI in two secure data centers located in eastern and western regions of the United States. All server hardware and operating system maintenance is provided by trained VSI professionals.
4. RecTrac Email Archiving tracks emails sent in report format to include address, recipient, subject, email body, and RecTrac user who sent the email, along with the list of BLOB attachments. Does not guarantee delivery or receipt.
5. All VSI application upgrades will be performed by VSI. If these upgrades involve "planned" downtime, they will be coordinated with the customer to occur during off-peak hours. Any planned downtime for software upgrades will occur after 11:30 ET for the Eastern data center and 11:30pm MT for the Western data center.
6. Test application upgrade is available by charge, and is performed prior to the live database upgrade so that a customer will have an accurate understanding of the planned downtime period needed to perform the upgrade.
7. After Image (.AI) snapshot window in 120 minute intervals. These snapshots reduce the potential data loss if a system failure takes place. A lower value equates to greater "insurance coverage". This coverage extends backwards 7 days from the current day.
8. Daily Live Database Backups and nightly off-premise backups are performed by VSI on a rolling 7 (seven) day basis. In addition, VSI maintains a rolling quarter-end backup and a rolling annual backup for three (3) years.
9. Toll Free phone support including WebEx diagnostic sessions.
10. Redundant servers, power supplies, bandwidth in and out of the hosted servers, network connections, RAID 10 disk arrays, and SAN/NAS configuration
11. Progress OpenEdge Replication provides automatic, real-time database failover or disaster recovery at an alternate site with minimal or no disruption. Maintains data integrity between source and target databases.

EXX VSI Initials _____ CITY Initials

12. Progress Transparent Data Encryption (TDE) provides the option to encrypt user-selected sensitive data fields to protect from unauthorized access, while data is at rest.
13. Monthly third party external PCI scan provided by Trustwave
14. Automatic system checks every 60 (sixty) minutes to be sure WebTrac home page is accessible.
15. Library of WebTrac Splash Pages available for loading into a customer's hosted database. These pages are available with a 50% discount each page (currently \$500.00 per page or \$250.00 at Gold rate discount of 50%)
16. WebTrac Style Sheet and image changes required due to VSI upgrade changes will be updated by VSI.
17. 1 (one) annual staff training sessions using phone and WebEx when applicable. These hours can be used to train new staff; refresher sessions for existing staff; or to learn a new function in a VSI hosted application. Each training segment is a maximum of four hours and is limited to number of sessions listed.
18. Library of Membership Card, Gift Card, and Ticket templates available for loading into a customer's hosted database.
19. 6 (six) hour maximum recovery time associated with any unplanned outage at Primary data center.
20. 10 (ten) hour maximum recovery time associated with any unplanned outage that requires switching to a Secondary data center. This would only occur, if the Primary data center outage is expected to exceed 8 hours.
21. 24/7 Pager Support related to hosting issues included at no additional charge. Hosting support ends at the RecTrac login screen. Then standard application software support services become effective, as soon as a user can login into RecTrac or other VSI application software.
22. LIVE to DEMO database copies performed by VSI during off-peak hours every Tuesday and Thursday.
23. Standard WebTrac includes Agents for processing both staff and patron service requests, and each Agent can service approximately 20 simultaneous requests per second. VSI provides required Agents at no additional costs, however advanced planning and communication for large registration events is recommended..

**The following Services are outside the VSI Hosting Services Agreement
(City will pay as incurred)**

1. Application Software & Database License & Annual Maintenance fees or Application Software & Database SaaS (Software as a Service) fees.

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2. End-User Training (on-site or remote)
3. Hardware Purchases
4. Shipping Fees
5. Travel Expenses
6. Database schema training associated with an ODBC connection. Any assistance provided to a customer helping them to understand tables and fields in a VSI database so that they can create an external dashboard, report, export, or similar result, is chargeable.

CHC VSI Initials _____ CITY Initials



CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT A
VERMO19 OP ID: LS

DATE (MM/DD/YYYY)

01/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kinney Pike - Williston 62 Knight Lane Williston, VT 05495 Jake Obar		CONTACT NAME: Elizabeth Harlow PHONE (A/C, No, Ext): 802-878-1600 FAX (A/C, No): 802-879-4022 E-MAIL ADDRESS:		
INSURED: Vermont Systems, Inc. 12 Market Place Essex Jct, VT 05452		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Hanover Insurance Company		22292
		INSURER B: Underwriters at Lloyds		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 0 liab deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		OBV9813141 04	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> 0 liab ded <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AWV A817262 01	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		OBV9813141 04	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		WDV9813126 04	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional/Cyber		USUCS2606354-16	12/31/2016	12/31/2017	Aggregate 2,000,000 Each Occ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Stockton
Attn: Risk Services
425 N. El Dorado St.
Stockton, CA 95202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jake Obar