

GENERAL AGREEMENT

TT FASTER LLC, dba *FASTER* Asset Solutions, hereinafter referred to as "*FASTER*," and the "City of Santa Clara, California, a chartered California municipal corporation", hereinafter referred to as "Customer," agree to the following terms and conditions as detailed in the attached schedules (collectively, the "Agreement"). More specifically, Schedule A includes a detailed Statement of Work ("SOW"), associated pricing and payment terms.

1. Project Scope – Commercial-Off-The-Shelf and Custom Deliverables:

a. Definition of a Commercial-Off-The-Shelf (COTS) System:

This Agreement may have custom work product, which is distinct and separate from the COTS software. Custom work, if any, will be listed in Schedule A. There are also several COTS software products that are licensed separately (*FASTER* Web, MotorPool, Dashboard, Standard Fuel Import, Barcode, etc.). Therefore, if the product is not specifically listed in Schedule A, no license rights are conveyed. As *FASTER* Web is a COTS system, the underlying software consists of standardized programs (i.e., pre-built). As such, this Agreement takes precedent over any other agreement between *FASTER* and Customer.

The *COTS* software undergoes its own development cycle separately and distinctly from the implementation process. This means that no requirements gathering; requirements and design approval, gap analysis, testing and development work is done on *FASTER* COTS Software in conjunction with this Agreement. However, custom development and testing will be done in conjunction with the custom work noted in Schedule A.

Whatever COTS software, custom work and converted data are listed in Schedule A as work product, will be deployed together to form a "Soft Go-Live" instance. If there is additional work product that is to be delivered separately (after the initial Go-Live) that will be specifically listed in Schedule A. The Soft Go-Live instance is tested in the *FASTER data center* and then deployed to the Customer's single environment that serves as the Customer's test environment during the implementation and will become the production environment upon Go-Live. This permits the Customer to perform whatever tests it deems necessary in the later environment to which it will have access. The Customer having one environment through the life of the implementation that will be promoted to production is a critical aspect of quality control that is a distinctly important part of the *FASTER* COTS implementation process. Any deviation from this may lead to additional cost. This process also reduces Customer IT expenses.

While custom work product (if any) is built to specific customer-identified specifications, the nature of COTS software requires that *FASTER* will not provide custom modification, code changes or database structure changes to any COTS software since this could adversely affect other customers. *FASTER* does enhance the COTS software as part of its normal life cycle based on customer input from its more than 370 customers, market research and on-staff fleet professionals.

b. Integrations & Business Intelligence Work Approvals & Testing:

This work represents integrations and business intelligence for which the Customer has

provided specifications. The following process will be followed to ensure that reliable work is delivered as part of the implementation:

If the Customer has opted in the SOW to use an existing document or file (such as an existing report) as a template for the work to be done, in order to avoid the cost and time involved in the creation of written requirements, there will not be a requirement approval process outside of what is documented in the SOW.

Or if the SOW calls for requirements to be documented during the implementation: After the Customer provides the following documentation, *FASTER* will create an extensive Requirements Document for the Customer to approve. This document will enable the Customer to have certainty about what it requires for a successful customization.

Documents to be provided by Customer:

- In the case of a Custom Report, a mockup in Excel or similar table.
- In the case of an Integration, a Data Flow Map which will show the data the Customer wants to import and/or export.
- A written summary of:
 - Execution of the integration: How should the integration be executed? For example, would it need to be run manually or scheduled to run automatically.
 - User Interface: Will a user interface be needed? If so, what are the key elements needed in the user interface?
 - Error Handling: How should errors be logged? Are there any specific errors or failures that could occur that would need the integration to notify the Customer about?
 - Special Considerations: Are there any additional business rules or special considerations that the Customer could not show in the data map that the integration needs to meet?

After receipt of the above, *FASTER* will create a Requirements Document for the Customer's approval. Once the Customer approves the Requirements, *FASTER* will begin and complete development and testing. And then the custom work product will be delivered with the COTS components in the form of the Soft Go-Live noted above.

The Customer may choose to do whatever testing it deems necessary on the custom work during the implementation in the Customer's implementation environment (more below related to environments). Those testing costs will be borne by the Customer and administered by the Customer. *FASTER* will provide to the Customer any and all of the test cases which *FASTER* has already performed during its testing free of charge to use at the Customer's expense.

c. COTS Software Approvals & Testing:

As a result of the nature of a COTS system, the implementation of the COTS software

components will not require the Customer or *FASTER* to do test plan approvals, requirements documentation approvals, gap analysis or gap analysis approvals.

The Customer may choose to do whatever testing it deems necessary on the COTS software components during the implementation in the Customer's implementation environment (more below related to environments). Those testing costs will be borne by the Customer and administered by the Customer. *FASTER* will provide to the Customer any of the 50,000+ test cases which *FASTER* has already performed during its normal COTS release cycle free of charge to use at the Customer's expense.

d. Data Conversion Testing:

If noted in Schedule A, *FASTER* will perform data conversion services: If data conversion services are provided, *FASTER* will perform data validation testing that validates the accuracy of the data *FASTER* loads into the Customer's *FASTER* Web database against the data provided by the Customer and confirms the Customer's data in the *FASTER* Web database meets the business rules of *FASTER*. Once *FASTER* has completed data validation testing internally, *FASTER* will provide the Customer a Soft Go-Live copy of the database that contains the data *FASTER* loaded. The Customer can then perform whatever due diligence it deems necessary to validate this data in the Customer's implementation environment. If the Customer chooses it can redundantly perform some or all of the same Data Validation tests cases *FASTER* performed. *FASTER* will provide data validation test cases for the Customer to use free of charge. All Customer data testing will be performed by the Customer at the Customer's expense. Any data defects the Customer finds and reports during its implementation testing that is found to be the result of *FASTER*'s work will be corrected by *FASTER*.

2. Change Requests

- a. COTS Add-ons: Change Requests to add COTS add-on components can be done any time up to the time of the installation of the COTS components included in the SOW or after the Go-Live and there will only be the added costs which relate to adding those components and any added implementation tasks, such as training.
- b. Change Requests for Custom Work: The Customer may make a change request(s) for custom work at any time in writing and submit to *FASTER*'s Implementation Project Manager. *FASTER* will provide the Customer with a written estimate of added costs and/or time delay resulting from the change request(s). It is understood by the parties that change requests that occur after the Customer has approved the Requirements Document may lead to higher cost and time delay due to the fact that *FASTER* may need to re-write the Requirements Document, re-do the approval process, re-work code or re-test. The Customer will review and modify if needed *FASTER*'s written response to change request(s) and notify *FASTER* in writing whether it wants to proceed with the change request(s).

3. Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, prices are subject to an increase equal in amount to any tax *FASTER* may be required to collect, or pay, upon the sale or delivery of items purchased or licensed. If a certificate of exemption, or similar

document or proceeding, is to be made in order to exempt the sale from sales or use tax liability, the Customer will obtain and pursue such certificate, document or proceeding.

4. Proprietary Rights of *FASTER*

- a. Nature of Rights and Title: Customer recognizes that all computer programs, system documentation, and other materials supplied by *FASTER* to Customer are subject to the proprietary rights of *FASTER*. Customer agrees that the programs, documentation, and all information or data supplied by *FASTER*, in machine-readable form are trade secrets of *FASTER*, are protected by civil and criminal law, and by the law of copyright, are very valuable to *FASTER*, and that their use and disclosure must be controlled.

Title: *FASTER* retains title to and all intellectual property rights to all programs, documentation, information or data furnished by *FASTER*. Customer retains rights to the asset data related to its property which is housed within the MSSQL database. Other aspects of that MSSQL database, such as database structure and database objects remain the confidential property of *FASTER*.

Customer shall keep each and every item to which *FASTER* retains title free and clear of all claims, liens and encumbrances except those of *FASTER*; and any act of Customer, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

- b. Restrictions on Customer Use: The computer programs and other items supplied by *FASTER* hereunder are for the sole use of Customer and Customer's employees/agents.
- i. Competitive Uses: Customer agrees that while this Agreement is in effect or while it has custody or possession of any property of *FASTER*, it will not directly or indirectly lease, license, sell, offer, negotiate, or contract to provide any software similar to that supplied hereunder to any third party, but this clause shall not be construed to prohibit Customer from acquiring, for its own use, software from third parties. Customer agrees that while this Agreement is in effect, or while it has custody or possession of any property of *FASTER*, it will not:
1. Copy or duplicate, or permit anyone else to copy or duplicate, any physical or electronic version of the programs, databases, documentation, or information furnished by *FASTER*.
 2. Create or attempt to create, or permit others to create or attempt to create, by reverse engineering or object program or otherwise, the source programs, or any part thereof, from the object program or from other information made available under this Agreement or otherwise, (whether oral, written, tangible, or intangible). Customer may copy for its own use, and at its own expense, documentation and any other materials provided by *FASTER*.
 3. Modify or permit others to modify the system's database structure. Any such modifications may void *FASTER*'s warranties and *FASTER*'s obligation to provide Software Upgrades and Support pursuant to Schedule B.

- ii. Demonstrations. Due to the proprietary nature of *FASTER's* Fleet Management System, Customer agrees not to demonstrate or show this system to any competitors, or consultants that work with competitors, of *FASTER*.

- c. Transfer/Expansion of Rights

The Customer's rights to use the programs, documentation, and other materials supplied by *FASTER* under this Agreement shall not be assigned, licensed, or transferred to a successor, affiliate or any other person, firm, corporation, or organization voluntarily, by operation or law, or in any other manner without the prior written consent of *FASTER*, which shall not be unreasonably withheld.

- d. Remedies

If Customer attempts to use, copy, license, or convey the items supplied by *FASTER* hereunder in a manner contrary to the terms of this Agreement or in competition with *FASTER* or in derogation of *FASTER's* proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, *FASTER* may, in addition to other remedies available to it, seek equitable relief enjoining such action.

- e. Binding Effect & Definitions

The Customer agrees that this Agreement binds the named Customer and each of its employees, agents, representatives, and persons associated with it. This Agreement further binds each affiliated organization and any person, firm, corporation, or other organization with which the Customer may enter a joint venture or other cooperative enterprise. The term employee means individual on whose behalf the Customer withholds income taxes or makes contributions under the federal insurance contributions act or similar statutes.

5. Right of Customer to Inspect Records of *FASTER*

- a. Customer, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of *FASTER* for the purpose of verifying any and all charges made by *FASTER* in connection with *FASTER* compensation under this Agreement, including termination of *FASTER*. *FASTER* agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to Customer. Any expenses not so recorded shall be disallowed by Customer. *FASTER* shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the Customer.
- b. *FASTER* shall submit to Customer any and all reports concerning its performance under this Agreement that may be requested by Customer in writing. *FASTER* agrees to assist Customer in meeting Customer's reporting requirements to the State and other agencies with respect to *FASTER's* Services hereunder.

6. Hold Harmless/Indemnification

- a. To the extent permitted by law, FASTER agrees to protect, defend, hold harmless and indemnify Customer, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by FASTER pursuant to this Agreement – including claims of any kind by FASTER's employees or persons contracting with FASTER to perform any portion of the Scope of Services
- b. FASTER's obligation to protect, defend, indemnify, and hold harmless in full Customer and Customer's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of FASTER, against Customer (either alone, or jointly with FASTER), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- c. To the extent FASTER is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, FASTER warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless Customer for any penalties, fines, adverse rulings, or tax payments associated with FASTER's responsibilities under the Act.

7. Insurance Requirements

During the term of this Agreement, FASTER shall provide and maintain in full force and effect, at no cost to Customer, insurance policies as set forth in Schedule E.

8. Confidential Information

"Confidential Information" means the Services, any software provided by FASTER to Customer under this Agreement, the logon identifiers and passwords provided to Customer and its Authorized Users, materials marked confidential by Customer or FASTER and any other information conveyed under this Agreement in writing or orally that is designated confidential or by the circumstances in which it is provided. Each party acknowledges and agrees that: (a) the Confidential Information constitutes trade secrets of the party owning such Confidential Information; (b) it will use Confidential Information of the other party solely in accordance with the provisions of this Agreement; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information of a similar nature, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (a) publicly available through no fault of the receiving party; (b) already in the other party's possession and not subject to a confidentiality obligation; (c) obtained by the other party from any source without breach of any obligation of confidentiality; or (d) independently developed by the other party without reference to the disclosing party's Confidential Information. Either party may disclose such Confidential Information as is required to be disclosed by order of a court or other governmental entity; provided

reasonable notice is given to the party owning such Confidential Information so that such party may challenge the disclosure or obtain a protective order or other equitable relief. The obligations in this section as to Confidential Information shall continue for a period of five years following termination of this Agreement.

Notwithstanding any of the above, by entering into this Agreement, *FASTER* expressly agrees and acknowledges that Customer is a governmental entity and is subject to the California Public Records Act. *FASTER* also expressly agrees and acknowledges that Customer and *FASTER* will comply with any and all requirements under the California Public Records Act.

9. Term and Termination

The initial term of this Agreement shall be five years from the Effective Date. After expiration of the initial term, Customer's Services included in this Agreement shall automatically renew for successive one-year periods (the initial term and each renewal term, a "**Term**") unless either party provides written notice of non-renewal at least 60 days prior to commencement of the applicable renewal term. The costs for Services in this agreement will increase by 3% (three percent) each year after the initial term. The parties will work in good faith to allow for each party to unwind this relationship if termination occurs.

a. Termination by *FASTER*

FASTER shall have the right, upon notice to Customer, to terminate this Agreement if: (a) Customer fails to pay *FASTER* any amount due hereunder and such failure to pay is not cured within 30 days following *FASTER*'s notice to Customer of such breach; (b) Customer materially breaches any term or condition of this Agreement, provided such breach is not cured by Customer within 30 days following *FASTER*'s notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

b. Termination by Customer

Customer will have the right, upon notice to *FASTER*, to terminate this Agreement if (a) *FASTER* is in material breach of this Agreement and *FASTER* fails to remedy such material breach within 30 days of its receipt of such notice; (b) as provided by Section 3(a) of Schedule B; (c) *FASTER* (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

c. Termination for Convenience

City shall have the right to terminate this Agreement, without cause or penalty after the Initial Term, by giving not less than Thirty (30) days' prior written notice to Contractor.

d. Non-Appropriation of Funds

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

10. General

a. Agreement Modifications

This Agreement can be modified only by a written agreement duly executed by persons authorized to sign agreements on behalf of Customer and of *FASTER*. Any variance from the terms and conditions of this Agreement in any order or other written notification from the Customer will be of no effect.

b. Entire Agreement

This Agreement constitutes the entire agreement among the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

c. No Other Warranties outside of this Agreement

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, *FASTER* DISCLAIMS ALL WARRANTIES WITH REGARD TO THE *FASTER* PRODUCT SOLD HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MARKETABILITY AND FITNESS AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF *FASTER* FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE SYSTEM.

d. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

e. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if the delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions, wars, insurrections and or any other causes beyond the reasonable control of the party whose performance is affected.

f. Limitation Period (3 years)

No action, regardless of form, arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has arisen, or, in the case of non-payment, more than three (3) years from the date of the last payment.

g. Public Agencies

With *FASTER's* approval, this Agreement may be extended for use by other municipalities and government agencies of any state. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, and/or rules and regulations of the respective political entity. Special discount/s provided to Customer will not necessarily apply to other customers. Customer does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

h. Governing Law

This Agreement will be governed by the laws of the State of California. The Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, the Customer agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

AGREED TO:

City of Santa Clara, CA:	TT FASTER LLC DBA <i>FASTER</i> Asset Solutions:
By: _____	By: <u>Mitchell Shryer</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: <u>6 AUG 2022</u>

FASTER Asset Solutions Quote and Proposal



Dan Sunseri
Fleet Manager
City of Santa Clara

FASTER Asset Solutions is pleased to submit our proposal, Santa Clara CA Migration FASTER WEB. FASTER has been in business since 1982 and provides FMIS systems to cities, counties, states, universities, airports, transit, public utilities, and private companies. FASTER is the largest provider of fleet management information systems (FMIS) to municipal governments in North America. We also believe FASTER is a superior choice because of the following key strategic differences in our company.

The Most Experienced Staff in the Industry:

Seventy percent of FASTER's technical staff have been with us for more than 10 years. Reference checks will also reveal that no other vendor offers the level of professional technical support staff and responsiveness as FASTER. This results in a better implementation experience along with superior ongoing support, which ultimately results in better system utilization and ROI.

FASTER Invests in the Long-Term:

No other systems provider offers better systems longevity or a more advanced and stable system. For nearly 40 years now we have continuously improved our system through three generations of technology. FASTER Web is our latest release and includes the ability to deploy as a cloud-based or on-premises system and integrate easily with other software through API technology.

We are Product and Service Focused:

Likely the most important distinction of our company is that FASTER is product and service focused. Our strategy to continually reinvest in our products, solutions, and staff, allows us to build a reputation with our customers and partners to have industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please don't hesitate to let us know.

Sincerely,

FASTER Asset Solutions
FASTERasset.com | [LinkedIn](#) | [Facebook](#)



Sales@fasterasset.com
757.623.1700

Kelly Brown
kelly.b@fasterasset.com



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760 Lynnhaven Pkwy, Suite 203
Virginia Beach, VA 23452
United States

T: 4023055850

Quote #	915 v6
Date	Jun 27, 2022
Expires	Jul 31, 2022
Contact	Kelly Brown

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ACCEPT QUOTE

Santa Clara CA Migration FASTER WEB

One-Time Fees

Category	Item	Qty	Price	Total
LICENSE	FASTER WEB CORE LICENSE FEE FASTER WEB Core license fee per standard asset. Standard assets are those originally valued at \$5,000 or greater and active). <ul style="list-style-type: none"> This includes one instance of the FASTER Web Application with one database. Unlimited user access (named accounts) included. 25.8% Item Discount (\$17,565.93) FASTER (Code: 001)	801	\$85.00	\$68,085.00 \$50,519.07
SETUP / INTERFACE	Database Management & Setup Migrating Customer Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live. <ul style="list-style-type: none"> Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location Includes all support and maintenance for the first year of service. Faster Asset (Code: 620)	1	\$2,000.00	\$2,000.00

One-Time Subtotal	\$70,085.00
Discount	(\$17,565.93)



Annual Fees

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	<p>Database Annual Support and Maintenance</p> <p>Annual fee for support, maintenance, software upgrades, firmware/database management, data storage, and report management.</p> <ul style="list-style-type: none"> Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location Includes 24x7x365 cloud database access. <p>FASTER (Code: DBMSANN)</p>	1	\$9,000.00	\$9,000.00

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal **\$9,000.00**

FASTER Web Interface Add-On Solutions

One-Time Fees

Category	Item	Qty	Price	Total
SETUP / INTERFACE	<p>Fuel Import - Single Vendor (Existing Customer)</p> <p>Single Vendor Fuel Import</p> <p>This is a single vendor fuel import for an existing customer who has been live on a FASTER product for more than 6 months. The import includes 1 (one) of the following options:</p> <ol style="list-style-type: none"> Import a new fuel vendor fuel transaction file. Import a new fuel file from your existing vendor. <p>FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system.</p> <p>Site & Dispenser optional add on is available, if required, to the single vendor fuel import</p> <p>10% Item Discount (\$360.50)</p> <p>FASTER (Code: 301)</p>	1	\$3,605.00	<p>\$3,605.00</p> <p>\$3,244.50</p>
SETUP / INTERFACE	<p>Single Vendor Site and Dispenser Add On</p> <p>This is an optional add-on to the Fuel Import (FI) to enable you to track the specific fuel site and/or fuel dispenser. This optional add on allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.</p> <p>100% Item Discount (\$2,575.00)</p> <p>Faster Asset (Code: 303)</p>	1	\$2,575.00	<p>\$2,575.00</p> <p>\$0.00</p>



Category	Item	Qty	Price	Total
SETUP / INTERFACE	Dashboard The Faster Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview. 100% Item Discount (\$10,300.00) FASTER (Code: 207nc)	1	\$10,300.00	\$10,300.00 \$0.00

One-Time Subtotal	\$16,480.00
Discount	(\$13,235.50)

Annual Fees

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	Fuel Import Single Vendor Support and Maintenance Existing Customer Annual support and maintenance for fuel import for existing customer FASTER (Code: 301ann)	1	\$721.00	\$721.00
SUPPORT and MAINTENANCE	Single Vendor Site and Dispenser Support and Maintenance Annual support and maintenance for site and dispenser FASTER (Code: 303ann)	1	\$515.00	\$515.00
SUPPORT and MAINTENANCE	Dashboard Annual Support and Maintenance FASTER (Code: 207ncann)	1	\$2,060.00	\$2,060.00

** Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.*

Annual Support And Maintenance Subtotal	\$3,296.00
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FASTER Web Data Services

One-Time Fees

Category	Item	Qty	Price	Total
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Category	Item	Qty	Price	Total
Service / Data	Migration Data Conversion	1	\$20,000.00	\$20,000.00 \$16,000.00
	The Migration Data Conversion Product is used for migrating data from FASTER Win to FASTER Web.			
	<ul style="list-style-type: none"> • Data Migration for FASTER Win Add-Ons are quoted individually and require an individual requirements scope • Data Migration for FASTER Win Customizations are quoted individually and require an individual requirements scope 			
	20% Item Discount (\$4,000.00)			
	Faster Asset (Code: 408)			
	Base Price		\$20,000.00	\$20,000.00
		One-Time Subtotal		\$20,000.00
		Discount		(\$4,000.00)

FASTER Web Training

One-Time Fees

Category	Item	Qty	Price	Total
Training	System Overview Meetings (SOM)	1	\$3,300.00	\$3,300.00
	System overview meetings take place via live, remote web-based sessions. Either one or two overview meetings are conducted depending on the number of participants and availability.			
	Faster Asset (Code: 511a)			
Training	Configuration Training	1	\$3,300.00	\$3,300.00
	Configuration Training takes place via live, remote, web-based sessions. Up to three sessions are scheduled based on number of participants, customer availability, and if account coding configuration training is required.			
	Faster Asset (Code: 511b)			
Training	System Training/Go Live	1	\$0.00	\$0.00
	On Site Training - Go Live			
	Hands-on instructor led training at a single location for up to 20 attendees. Additional training sessions and instructors may be added at any time, if needed, up to 4 (four) weeks prior to go live date.			
	FASTER (Code: 512)			
Training	Asset Module Go Live Training Class	1	\$2,200.00	\$2,200.00
	4 Hour live training session with in person on site trainer			
	FASTER (Code: 512a)			



Category	Item	Qty	Price	Total
Training	Maintenance Module Go Live Training Class 4 Hour live training session with in person on site trainer FASTER (Code: 512b)	1	\$2,200.00	\$2,200.00
Training	Inventory Module Go Live Training Class 4 Hour live training session with in person on site trainer FASTER (Code: 512c)	1	\$2,200.00	\$2,200.00
Training	Fuel Module Go Live Training Class 1 Hour live training session with in person on site trainer FASTER (Code: 512d)	1	\$550.00	\$550.00
Training	Vendors & Accounting Module Go Live Training Class 1.5 Hour live training session with in person on site trainer FASTER (Code: 512e)	1	\$825.00	\$825.00
Training	Technician Module Go Live Training Class 2.5 Hour live training session with in person on site trainer FASTER (Code: 512f)	1	\$687.50	\$687.50[†]
Training	Technician Module Go Live Training Class II 2.5 Hour live training session with in person on site trainer. This is the second technician module class offered during the Go Live period for on site training. FASTER (Code: 512f2)	1	\$687.50	\$687.50[†]

One-Time Subtotal \$15,950.00

Summary

[†] Non-taxable item

Please contact us if you have any questions.

One-Time Subtotal \$122,515.00

Discount (\$34,801.43)

Total One-Time \$87,713.57 USD

Total Annual Support And Maintenance \$12,296.00 USD

ACCEPT QUOTE



Cost Breakdown

Category	One-Time Fees	Annual Fees
SETUP / INTERFACE	\$18,480.00	—
SUPPORT and MAINTENANCE	—	\$12,296.00
Service / Data	\$20,000.00	—
Training	\$15,950.00	—
LICENSE	\$68,085.00	—
Discount	(\$34,801.43)	—
Total	\$87,713.57 USD	\$12,296.00 USD

City of Santa Clara, CA Hosted 5-Year Costing

	Year 1	Year 2	Year 3	Year 4	Year 5
One-Time Fees -	87,713.57	-	-	-	-
Annual Support & Maintenance (see note for Yr 1)	12,296.00	12,296.00	12,296.00	12,296.00	12,296.00
Total	100,009.57	12,296.00	12,296.00	12,296.00	12,296.00
Total Cost 5 Yr Plan					149,193.57
Avg Cost Per Yr for 5 Yr Plan	29,838.71	29,838.71	29,838.71	29,838.71	29,838.71

NOTE: The *FASTER* Web Upgrade & Support fee will be due upon software delivery of *FASTER* Web. Any months remaining on *FASTER* Win support will be deducted from the first year fee.



- The *FASTER* Web Upgrade & Support fee will be due upon software delivery of *FASTER* Web. Any months remaining on *FASTER* Win support will be deducted from the first year fee.
- 3% annual increase for recurring fees after the initial term is completed
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- Hourly database backups (secure, offsite location) will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency.
- Complete database recovery backups are available for 14 (fourteen) days.

Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the *FASTER* Web product without issue. In the event that there are legacy data issues that require correction by the customer, *FASTER* Web consultants will support those efforts for our customers by providing guidance and advice.

Schedule B: Software Upgrades & Support Agreement:

1. Scope: Software Upgrades & Support will consist of: (i). Upgrades to the Commercial Off the Shelf (COTS) software and custom software listed in Section 3; (ii). Correction of defects to keep the software in conformance with the applicable user documentation as noted in Section 4; and (iii). Telephone support listed in Section 5.

Support will not include: (i) set-up, installation, or configuration of hardware and software required for the Customer to access the *FASTER* software unless a separate hosting or Software as a Service (SaaS) schedule is included in this Agreement.

To the extent Customer used a previous version of the software or a legacy *FASTER* product and maintains that version or legacy *FASTER* product, this Agreement does not extend Software Upgrades & Support to that previous version or a legacy *FASTER* product unless specifically stated. Software Upgrades and Support for a previous software version or legacy *FASTER* product will require a separate Software Upgrades & Support Agreement at an additional cost.

2. Representative. Customer will identify both a Representative and an alternate to be designated as *FASTER*'s contact(s) for communicating with *FASTER* concerning support, making other requests, or providing notice under this Agreement. Customer may change the Representative upon notice to *FASTER* (other members of Customer's Team may place support calls to *FASTER* Support).
3. Software Upgrades:
 - a. All software from *FASTER* requires that the Software Upgrades & Support Agreement be renewed annually by Customer. After the first year, Software Upgrades & Support will automatically renew unless Customer cancels per the termination provisions identified herein. Software Upgrades & Support provides the following upgrade benefits:
 - i. Upgrades for the Core COTS Product: Each new version release of the specific "Core COTS Product," which are included under this Agreement, are provided at no added cost to Customer. As long as Software Upgrades & Support is maintained, Customer is entitled to new version releases of the *FASTER* product included under this Agreement.
 - ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of the Core COTS Product as long as Customer continues to renew Software Upgrades & Support. And as long as Customer remains current on Software Upgrades and Support, the Customer may license additional add-ons.
4. Software Defects: Software Upgrades & Support covers issues or problems that are the result of verifiable, replicable errors (*FASTER* will use all reasonable means to verify and replicate) in the software ("Verifiable *FASTER* Defect"). An error will be a Verifiable *FASTER* Defect only if it constitutes a material failure by the software to function in accordance with the applicable software documentation. This documentation encompasses the COTS products and, if custom

integrations are included in Schedule A, the detailed Requirements Document for which Customer signed-off for any customization.

5. *FASTER* Software Support Coverage: Customer will have access to *FASTER*'s Technical Software Support Personnel ("Software Support") during Normal Business Hours. For the purposes of this Agreement, Normal Business Hours are defined as 7:30 am to 6:00 pm EST/EDT, Monday through Friday (excluding U.S. public holidays). Communications with Technical Support may be via telephone or e-mail. In addition to the support obligations listed above, *FASTER* provides emergency phone support twenty (24) hours a day, seven (7) days a week outside of Normal Business Hours by having Support staff members on-call for phone support for issues defined below under "Emergency *FASTER* Support."
6. Emergency *FASTER* Support is available when: A. The system is frozen; B. The system has crashed and will not recover; or C. Customer cannot process work in the system.
7. IT Support & Consulting Not Provided: Unless Customer contracted *FASTER* to provide hosting, *FASTER* Support does not include IT tasks such as hardware upgrades or changes; server operating system or relational database management system installs, patches or upgrades; backup and restore or disaster recovery; virtual machine management; server and database cluster tasks, etc. (if *FASTER* is providing hosting, a separate schedule will address hosting and hosting support).
8. Other Limitations on Support: *FASTER* will provide troubleshooting and advice related to mistakes Customer's employees may make (data deletion, data input error, administrative or user errors, etc.). As a courtesy, *FASTER*'s Support Staff accepts such calls and is willing to assist Customer in attempting to resolve such issues that are outside the scope of support outlined in this Agreement. As such, while *FASTER* staff often is able to add value in root cause analysis and troubleshooting of issues that are outside of *FASTER*'s responsibilities, there may be occasions when *FASTER* must discontinue support efforts on issues that are outside of *FASTER*'s responsibilities to be attentive to other customers' support issues.
9. Training: Support does not include training. Live-remote training via a web-based medium, such as GoToMeeting, can be provided for an additional cost. *FASTER* also offers Regional Training for an added cost in geographic areas where there are concentrations of customers.
10. Customer's Responsibilities:
 - a. Customer's Representative must be qualified and authorized to communicate all necessary information. And unless *FASTER* is hosting the environment, Customer must have administrative access to the *FASTER* application, must have access to the database and hardware resources to be able to perform diagnostic testing and be available for follow-up, if required. *FASTER* does accept calls from Customer Staff who do not meet the above requirements. However, resolution of some issues may require a Customer Staff member who meets the above criteria be available.
 - b. Customer accepts sole responsibility for any compatibility problems between the Services and any other application software or non-current software programs not maintained or supported by *FASTER*.

11. Submitting a Request: Customer should be prepared to provide the following:

- a. Telephone number and alternate method of contact (i.e., email address);
- b. A description of Customer's problem or question;
- c. Provide screen capture/s or video/s of the issue;
- d. The circumstances under which the problem does or does not occur;
- e. Specific error messages, error numbers, log files and program numbers; and
- f. For customers who host *FASTER* on their internal IT infrastructure, additional information may be needed such as: Version of the *FASTER* Software in use, client or server operating systems versions, hardware specifications, etc.

12. *FASTER* will follow the below process to assist Customer with resolution of issues:

- a. During Normal Business Hours, *FASTER*'s answering of phone calls is as follows: 95% by the third ring, 99% by the fifth ring.
- b. There is an exception to the above during *FASTER* Support Team training, which will occur no more than twice a month and for no more than 90-minutes each. During these training sessions, the response time may drop to 90% of calls answered by the fifth ring.
- c. *FASTER*'s response to email support requests during Normal Business Hours is: 95% within three hours and 99% within one business day.
- d. Once contact with a *FASTER* Support Team Member is established via phone or email, a case will be created for tracking purposes and the supplied information will be documented such that a Customer may request a case number for tracking purposes.
- e. In order to resolve the issues on Customer's first call, *FASTER*'s Support is structured to: answer Customer's questions and identify logs, tests or error information the Customer needs to acquire and submit in order to troubleshoot the issue during that first phone call.
- f. If the issue cannot be resolved in one phone call, the Support Team Member who took the call will diligently strive for timely resolution. If the Support Team Member cannot timely resolve this issue, he/she will engage with his/her supervisor to assign the case to the appropriate staff member for either resolution or escalation of the case to the Development Team.

13. *Term*:

For new customers: The term is dictated by the Statement of Work & Pricing Document.

For customers migrating to *FASTER* Web: The term and cost is dictated by the Statement of Work & Pricing Document.

For customers renewing annual Software Upgrades & Support for their current *FASTER* product: The term of this Agreement shall be for one year from the day after the expiration of the previous

year's Software Upgrades & Support Agreement. The renewal will include a 3% (three percent) cost increase from the previous year's Software Upgrades & Support Agreement.

A lapse in Software Upgrades & Support is defined as non-payment for 60-days after the expiration of the previous year's annual Software Upgrades & Support Agreement. Should the Customer lapse in its continuity for Software Upgrades & Support by non-payment of more than 60-days, renewal of annual Software Upgrades & Support will be at *FASTER*'s discretion and may require a penalty payment and a price that is based on current retail price.

Customer may opt to terminate Software Upgrades & Support at the end of the Upgrade & Support term identified in the Statement of Work & Pricing.

Customer may renew Software Upgrades & Support by paying for the next year's annual Software Upgrades & Support with a 3% (three percent) increase within 60-days after the end of the previous support period.

A customer may, at any time, license other *FASTER* software that will also have a Software Upgrades & Support fee. There will be an additional Software Upgrades & Support fee due at the time of licensing the additional software based on the associated licensing fee. That fee is determined by *FASTER* pro-rating the months remaining on the current year's Software Upgrades & Support. And the following year's Software Upgrades & Support will include an increase reflecting that licensing and the commensurate 3% (three percent) increase.

Schedule C: Software License Agreement

1. Perpetual License:

FASTER grants to Customer a perpetual, non-exclusive, non-transferable license to use the *FASTER* software specified in Schedule A in accordance with the terms of this Agreement.

2. Environment:

Customer understands that it may use *FASTER*'s proprietary software in a single environment. In this Agreement an "environment" is defined as a single installation (instance) of the *FASTER* application and one *FASTER* database. *FASTER* publishes specifications for each release of the product. Therefore, the first use of a version of *FASTER* and each subsequent upgrade to a newer version requires that Customer's environment comply with the minimum published specifications. Failure to meet the minimum specification puts Customer's operation at risk and may lead to *FASTER* being unable to provide support until Customer's environment complies with the published specification.

- a. **SINGLE *FASTER* TEST/PRODUCTION ENVIRONMENT:** In order to minimize costs, as well as control quality and reduce risk, there will only be one environment through the implementation process. This environment, upon installation and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon restoring a final Go-Live database, this test environment will then be promoted to become the production environment.
- b. **TEMPORARY POST-GO-LIVE TEST ENVIRONMENT:** (The following only applies if the Customer is hosting *FASTER*. This does not apply if *FASTER* is hosting the environment.) After Go-Live of the *FASTER* system, this Agreement permits Customer to stand up a temporary test environment on its premises, limited to the following circumstances: Testing a new version of *FASTER*; Testing the delivery by *FASTER* of any custom deliverables built by *FASTER*; Testing upgrades and/or patches Customer performs on Customer's server operating system, or database patches or upgrades; or, if Customer is replacing server hardware. This test environment can be stood up 30-days prior to any of the above-identified testing and must be turned off or deleted within 45-days after any of the above is complete.
- c. **OTHER TEST OR DEVELOPMENT ENVIRONMENT/S:** Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with payment of an additional license fee and an annual support fee.

3. Copies, Backups & Catastrophic Fail-Over:

Customer understands that it is able to make regular backups of all programs and data and clone, copy or maintain a mirror image of the production environment for catastrophic fail over. This includes the use of virtual machine cloning. (Does not apply for *FASTER*-hosted customers.)

4. Software Modifications:

Customer may not modify the *FASTER* software, including, but not limited to, reverse engineering of any component of the *FASTER* system in order to perform any such modifications. Should Customer violate this provision, all warranties associated with the *FASTER* system are null and void.

Schedule D: Hosting & Hosting Service Level Agreement (SLA)

1. Environment:

Single Environment: Customer understands that, unless the Customer subscribes to additional environments, it will access *FASTER*'s proprietary software in a single environment with one instance of the software and one database. Therefore, in this Agreement, an "environment" is defined as "a single install or instance of the *FASTER* application and a single *FASTER* database."

Test/Production Environment: In order to minimize Customer's and *FASTER*'s IT costs, as well as to control quality and reduce risk, Customer will have only one environment through the implementation process. This environment, upon deployment and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon restoring a final Go-Live database, this same test environment will then become the production environment.

Additional Environments: Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with payment of an additional annual subscription fee.

2. Administration:

FASTER will issue to Customer's designated "Administrator" an individual logon identifier and password ("Administrator's Logon") for purposes of the Customer administering the Services. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules/permissions that control each such Authorized User's access to the Services. Customer shall use commercially reasonable efforts to ensure that each Authorized User will: (a) Use a logon identifier to access all areas of the system and not allow the system to be accessed without a logon identifier; (b) not disclose his/her logon identifier to any person or entity; (c) not permit any other person or entity to use his/her logon identifier and (d) use the Services solely in accordance with the terms and conditions of this Agreement.

3. Database Backups

An incremental backup of the database to a local drive will occur hourly. And a full backup will occur nightly. Both the hourly and nightly full backups will be stored offsite.

4. Database Rights and Access:

4.1 Data Rights: Customer maintains full rights to its data contained in the database upon termination of this Agreement.

4.2 Access to Database: Unless the Customer purchases the optional "Database Access," the Customer will not have access to the database or database server. However, the Customer will have access to download a copy of the database backup file on a regular basis. In addition, through the user interface of *FASTER* Web the Customer will have access to the Business Intelligence built into *FASTER* Web to search data, run reports and view data in dashboards.

In other words, this means that unless you purchase the optional “Database Access,” which is at an added cost, there will NOT be the ability to run queries against the database or access the database directly in any way. As noted above, you can still get copies of the database backup file.

5. Hosting Service Level Agreement:

5.1 Availability: *FASTER* shall maintain a data center adequate to support Services to Customer twenty-four (24) hour per day, seven (7) days per week (excluding scheduled maintenance) with service availability of not less than 99.9% (the “Service Level Commitment”) calculated as specified below. (99.999% guaranteed up-time is available through a mirrored replication to a fail-over, co-location at an extra cost.)

5.1.1 Formula. The Service will, subject to the exceptions listed below, be available for a percentage of each calendar month at least equal to the Service Level Commitment. The availability of the Service for a given month will be calculated according to the following formula (referred to herein as the “Availability”):

Where: Total minutes in the month = TMM

Total minutes in the month the Service is unavailable = TMU

And: $((TMM - TMU) \times 100) / TMM = \text{Availability}$

5.1.2 For purposes of this calculation, the Service will be deemed to be unavailable if Service application functions do not successfully complete. Further, the Service will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Sections 5.1.3 and 5.1.4 below. *FASTER*'s records and data will be the sole basis for all SLA calculations and determinations.

5.1.3 Exceptions: (a). Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage. (b). The Service will not be considered to be Unavailable for any outage that results from any maintenance performed by *FASTER* of which Customer is notified 48 hours in advance and to which Customer does not reasonably object during the standard *FASTER* implementation window(s) agreed upon by *FASTER* and Customer during Customer's implementation period. (c). Errors or issues created by the Customer will not be considered. (d). Should the Customer opt to purchase for an added cost access to the database, *FASTER* is not accountable for disruptions caused by the Customer's actions related to the database.

5.1.4 The *FASTER* Network extends to, includes and terminates at the data center located router that provides the outside interface of each of *FASTER*'s WAN connections to its backbone providers (referred to herein as the “*FASTER* Network”). The Service will not be considered Unavailable for any outage unavailability of the Service due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents, (b) failures of Internet backbone itself and the third-party network by which Customer connects to the Internet backbone or any other network unavailability outside of the *FASTER* Network; (c) delays or failures due to circumstances beyond *FASTER*'s reasonable control that could not be avoided by its exercise of due care; or (d) any other outage or downtime outside the *FASTER* Network.

5.2 Remedies: Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.

5.2.1 If the total Availability (as calculated in Section 5.1 above) for a given month is (a) below the Service Level Commitment and greater than or equal to 99.5%, Customer will receive three (3) Service Credits; (b) below 99.5% and greater than or equal to 99.0%, Customer will receive ten (10) Service Credits; and (c) below 99.0%, Customer will receive fifteen (15) Service Credits. Notwithstanding the foregoing and in lieu of the preceding Service Credits, any continuous outage of more than twenty-four (24) hours shall automatically result in a total of one month's value of Service Credits. If Service Level Commitment is not met for a second time in a thirty (30)-day period, then Customer shall be entitled to receive at Customer's election, either (i) another month's value of Service Credits, or (ii) the right to terminate this Hosting & Hosting Service Level Agreement.

5.2.2 For purposes of this SLA, a Service Credit will be deemed to be an amount equal 1/30th of the monthly fee for the hosting to the affected customers of the Services (herein referred to as "Service Credit"). Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All service credits will be calculated assuming a 30-day month. Except as provided above in Section 5.2.1 of this SLA, Customer's right to receive service credit(s) will be Customer's exclusive remedy for *FASTER*'s failure to satisfy the Service Level Commitment.

5.2.3 Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is in breach of its payment obligations either when the outage occurs or when the credit would otherwise be issued.

5.3 Term: Hosting shall have a term of one year, and the term shall commence upon allocation of hardware in the datacenter, which will occur in the early stages of the implementation. After twelve months from commencement, these hosting services will automatically renew in one-year increments unless cancelled by either party, provided a written notice of cancellation is received by the other party sixty (60) days in advance of anniversary date of commencement.

5.4. Performance: Customer understands that performance of the *FASTER* system is dependent on multiple factors. For example, Customer approved users can only access the system with a PC that meets the minimum client specifications provided by *FASTER*. Customer may need to request its IT Department increase bandwidth and/or improve network connections in order to improve performance. Also, Customer understands that system performance is affected by variables that *FASTER* cannot fully control, such as user habits, number of simultaneous users and database size.

Schedule E: Insurance Requirements

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

C. WORKERS' COMPENSATION

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

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

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

G. EVIDENCE OF COMPLIANCE

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

Or by mail to:
EBIX Inc.
City of Santa Clara – Public Works Department

P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

H. QUALIFYING INSURERS

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