

SUPPORT AND MAINTENANCE AGREEMENT

THIS SUPPORT AND MAINTENANCE AGREEMENT made as of the [REDACTED] day of April, 2019 (the "Start Date").

BETWEEN:

SYSTEMS & SOFTWARE, INC.
("S&S")

- and -

**CITY OF RIVERSIDE, A CALIFORNIA CHARTER CITY
AND MUNICIPAL CORPORATION**
("Organization")

RECITALS

1. S&S owns the Software which has been licensed to Organization pursuant to a Software License Agreement dated April [REDACTED], 2019.
2. The Organization wishes to receive support and maintenance services related to the Software;
3. S&S shall provide the support and maintenance services related to the Software;

NOW THEREFORE, in consideration of the mutual covenants set out in this support and maintenance agreement (the "Support and Maintenance Agreement") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the "License Agreement").
2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between S&S and Organization for the Software. The parties agree that any previous agreement or terms in an agreement that provided support and maintenance services similar to those provided under this Support and Maintenance Agreement have either expired or been terminated under their own terms.
3. S&S shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in the 2019 Systems and Software Support Guidelines attached hereto as Schedule "B" and which are in effect as of the Start Date (as defined

below), as such services may, at S&S's sole discretion, be modified or supplemented from time to time. To enable S&S to provide effective support, the Organization will establish auto remote access procedures compatible with S&S's then current practices which may be revised over time.

4. The provision of support services under this Support and Maintenance Agreement shall start on the Start Date.
5. In consideration for the support services specified in this Support and Maintenance Agreement, Organization shall pay the "Support and Maintenance Fee" as detailed in Schedule "A". The Support and Maintenance Fee will be billed annually in advance beginning on the Start Date and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the Organization would like to match the invoicing of the Support and Maintenance Fee to its fiscal year or any other period, it may request, during the initial term of this Support and Maintenance Agreement that S&S issue a prorated invoice for the portion remaining during the initial term. S&S may change the Support and Maintenance Fee from time to time in relation to each renewal term but Organization shall only be billed once per year. In addition to the above, where Organization purchases additional or different licenses related to the S&S Software, additional Support and Maintenance Fees may be charged by S&S at the time of purchase of such software license(s) and incorporate such increase(s) in any subsequent Support and Maintenance Fee payments previously agreed to.
6. In addition to the Support and Maintenance Fee, Organization shall reimburse S&S for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Start Date:
 - (a) courier services, photocopying, faxing, long distance phone calls and reproduction services,
 - (b) all direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; each individual's travel time billing rate of \$92.50/hour; a per diem rate of \$65.00 for week days and a \$125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); and a mileage charge consistent with the Internal Revenue Service recommended rate per mile,
 - (c) and all other reasonable direct expenses incurred in the performance of S&S's duties hereunder.

S&S may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of S&S.

7. S&S shall supply all maintenance Releases to Organization at no additional charge other than the payment of the Support and Maintenance Fee.
8. Upgrades are defined as major new versions of the Software or subversions supplying new functionality. Upgrades may require additional services to be performed by S&S outside

of the scope of those services provided by S&S under this Support and Maintenance Agreement including professional services for the installation and implementation of the Upgrade and additional training that will be subject to S&S's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.

9. Updates are defined as minor code updates to the Software, such as providing bug fixes or minor modifications. All Updates of the Software will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee.
10. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. S&S shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax S&S may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by Organization and such sums shall be due and payable to S&S upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.
11. The initial term of this Support and Maintenance Agreement shall be for one (1) year beginning on the Start Date. Thereafter, this Support and Maintenance Agreement shall automatically renew on an annual basis for additional one (1) terms, unless terminated by either party upon giving to the other not less than one hundred and twenty (120) days' notice in writing prior to the end of the initial term or any subsequent renewal term. Organization shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Support and Maintenance Fee for the then applicable term. The termination of this Support and Maintenance Agreement by Organization shall not affect the License or the Software License Agreement. S&S shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. Organization acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.
12. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by S&S in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with S&S, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.
13. S&S shall have the right to terminate this Support and Maintenance Agreement immediately if Organization attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the License Agreement.

14. In the event Organization fails to pay all or any portion of an invoice on or before sixty (60) days after the date it becomes due, S&S shall have the option to suspend or terminate this Support and Maintenance Agreement. Suspension or termination shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges. Organization will be required to pay S&S the entire Support and Maintenance Fees for the period of suspension prior to reinstatement of support and maintenance services.
15. All notices, demands, and requests, required to be given under this Support and Maintenance Agreement by either party to the other shall be in writing and delivered by hand, or by registered or certified mail, postage prepaid, to the respective parties at the following addresses, or to such other address as may be given by a party to the other pursuant hereto:

SYSTEMS & SOFTWARE, INC.
Attention: Cameron Mahbubian
10 E Allen Street
Suite 201
Winooski, VT 05404
and by e-mail at: CMahbubian@harriscomputer.com

and in the case of the Organization, to:

City of Riverside
Attention: General Manager, Riverside Pubic Utilities
3900 Main Street
Riverside, California 92522

Notice shall be deemed to have been given upon receipt thereof as to communications that are delivered by hand, or by registered or certified mail, and as to communications made by United States mail, on the third (3rd) day after mailing.

16. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision or the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
17. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by Organization.
18. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor S&S shall divulge any of its provisions as set forth herein to any third party except as may be required by law.

19. (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and S&S recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of S&S arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and S&S's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.
- (c) EXCEPT FOR DAMAGES ARISING OUT OF (i) DAMAGE TO TANGIBLE PROPERTY OR (ii) INJURY OR DEATH TO PERSONS, BOTH PARTIES AGREE THAT THE AGGREGATE LIABILITY OF S&S TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO S&S UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12 MONTHS) OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.
- (d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF CONTRACT, RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
19. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

20. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of S&S arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
22. This Support and Maintenance Agreement shall be governed by the laws of the State in which Organization is located. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.
23. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the License Agreement.
24. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and ensure to the benefit of the successors and permitted assigns of the parties.
25. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
26. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.
27. S&S shall, prior to the Organization's execution of this Support and Maintenance Agreement, provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverage in the types, limits, forms and ratings as required in Schedule "C" hereto.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

SYSTEMS & SOFTWARE, INC.

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: Maria Pini
ASSISTANT CHIEF FINANCIAL OFFICER

Per: R Neale

Name: Amanda Neale

Title: VP, Finance

SYSTEMS & SOFTWARE, INC.

Per: Damir Karcturavic

Name: Damir Karcturavic

Title: Assistant Secretary

Approved as to Form:

By: Ruthann M. Salera
Ruthann M. Salera
Deputy City Attorney

**CITY OF RIVERSIDE, A CALIFORNIA
CHARTER CITY AND MUNICIPAL
CORPORATION**

Per: _____

Name: _____

Title: _____

Schedule "A"
Annual Support and Maintenance Fee

Year 1 Annual Support and Maintenance Fees * \$17,500

Optional Escrow ** \$1500 per year

* Support and Maintenance Fees due upon contract execution. The Fees noted above are for the full year. The Fees will be invoiced on a pro-rated basis based on the Start Date of the Support Maintenance Agreement.

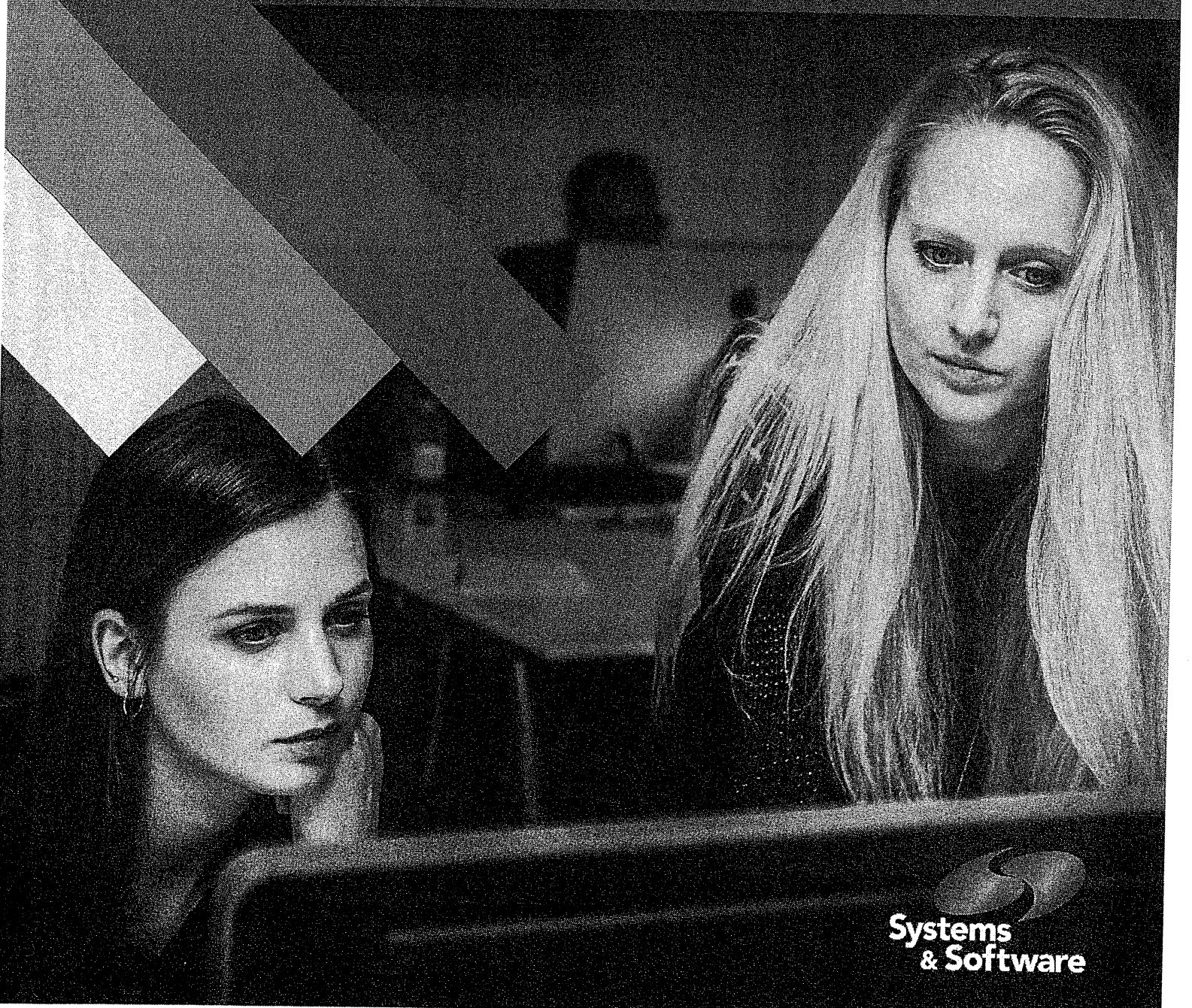
**Escrow should be associated to the General CIS Annual Support and Maintenance Agreement for complete escrow of code not just code associated with this AMI Support and Maintenance Agreement.

Schedule "B"
Standard Support and Maintenance Services – Standard Guidelines

[Under Separate Cover]

S&S Support Program General Guidelines

Effective January 1, 2019



STANDARD SUPPORT OFFERING

S&S' objective is to ensure that customers are fully satisfied at all levels of interaction, each and every time customers engage with S&S. Client Support is responsible for answering inquiries for areas related to the operation of all licensed enQuesta modules and, more specifically, for the business processes/features which are already in production, delivering fixes, error corrections, or corrective procedures for the supported versions (the current version (v6) and the most recent release (v5) just prior to the current version of the application) of enQuesta. S&S' Client Support Analysts will provide support via phone, email, or through use of WebEx or Skype.

CLIENT SUPPORT DESK

STANDARD HOURS OF OPERATION

Monday - Friday, 8AM-5PM (excluding statutory holidays)

METHODS OF CONTACT FOR CLIENT SUPPORT DESK

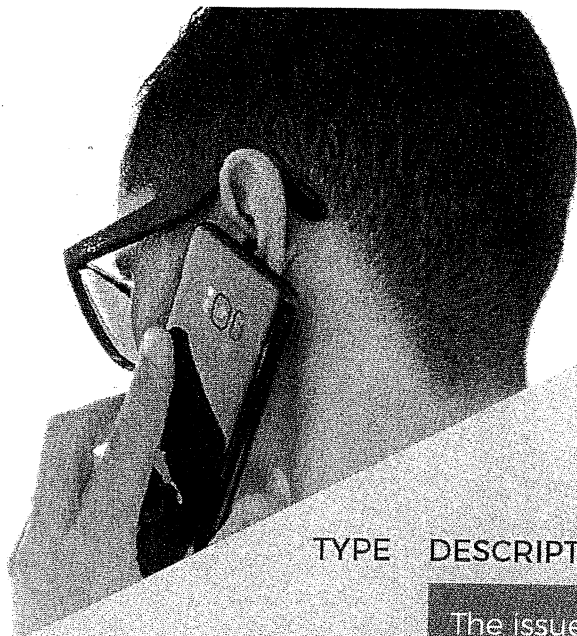


Email* - support@ssivt.com

*Please Note: if an issue is sent to an individual team member or to an address such as Dedicated Support, S&S cannot/will not guarantee a response.



Phone @ 800.655.8810



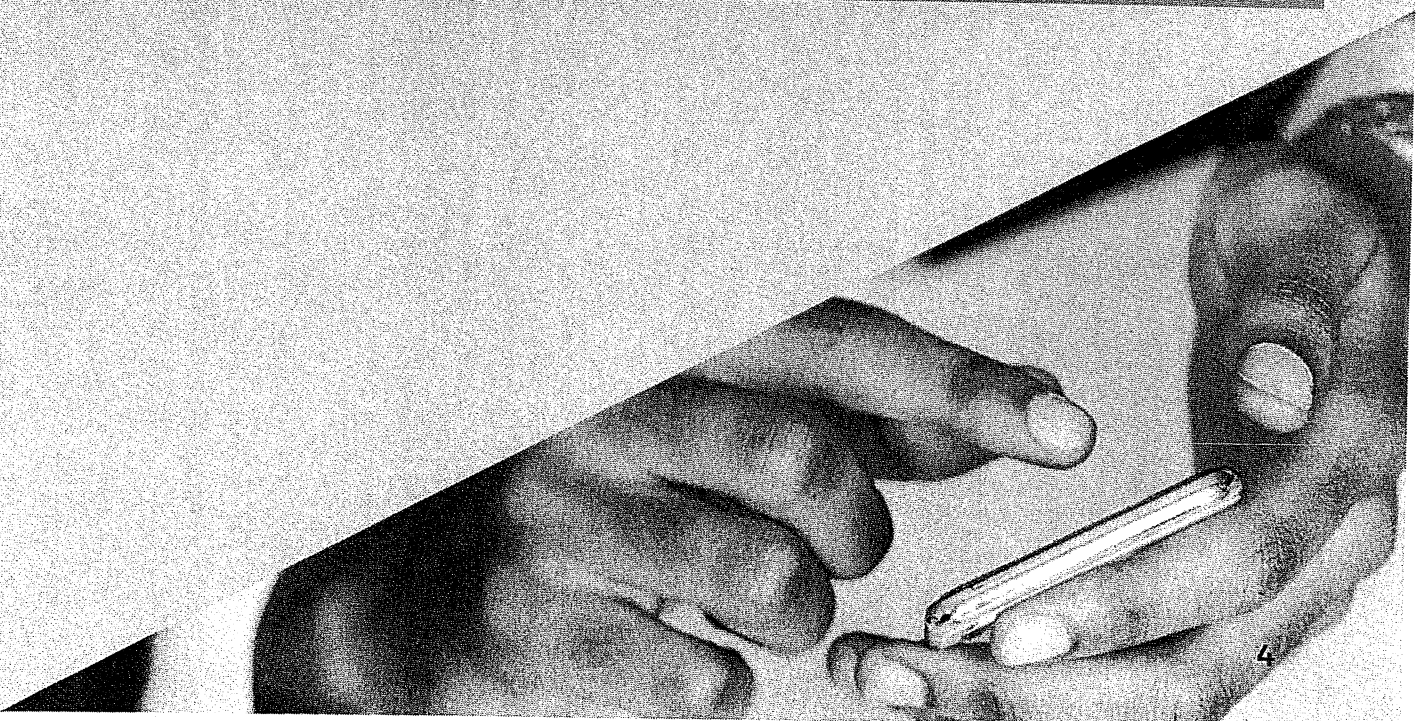
SUBMISSION OF ISSUES

	TYPE	DESCRIPTION	TARGET INITIAL REVIEW
SHOW STOPPER	LOW	<p>The issue is cosmetic or requested functionality that will be considered for a future version.</p> <p>(Ex. Columns displayed on a particular screen.)</p>	24 HOURS
	MEDIUM	<p>The issue has a work around that can be used until the issue is resolved.</p> <ul style="list-style-type: none"> • A particular work order cannot be updated • Document Designer template changes • Work Queues 	8 HOURS
	HIGH	<p>Business critical issue, but not preventing all users from getting their work done.</p> <ul style="list-style-type: none"> • Discrepancy in collections run sheet • Processing credit refunds • HandHeld Upload/Download • Deposits • System errors that have workarounds • Calculate errors impacting a small # of records 	2 HOURS
		<p>**A reported issue is only considered a Showstopper when the utility cannot continue with their daily processes until the issue is resolved**</p> <ul style="list-style-type: none"> • Daily Process has been halted by a critical error • Application and/or Database Server is down • Webconnect is down • enQuesta Reporting Center (ERC) is down • Out of Balance messages preventing an update to continue • Job Scheduler Failures • Bill Print is incorrect 	30 MINUTES

When a customer reports a ticket through our Online Help Desk, the issue will be assigned a Ticket #. We encourage customers to enter tickets online, however, phone and email as listed above are acceptable methods for reporting issues.

Below is a list of required information for submitting a new ticket:

1	Complete description of the issue being reported.
2	Can the issue be re-created?
3	Exact steps user was taking when he/she received an error or ran into a problem.
4	Screenshots of the error received, if applicable.
5	Description of any recent network changes and/or issues (i.e.: power outage).
6	User log in information when required.



Performance-Related Issues:

In terms of performance related issues, we will only research an issue once it has been proven by the customer that the issue is not at all related to the customer's internal network. Assuming the performance encountered is not a customer network issue, when submitting the issue, please include the following information:

Is enQuesta slow for everyone or just one person?

- a. If for everyone:
 - i. Is a Cognos report or reports running and/or what time was the last Cognos report kicked-off?
 - ii. Have you verified internally that there have not been recent firewall or network changes?
- b. If for one person:
 - i. User's login information
 - ii. What he/she was doing exactly prior to and when the performance issues occurred (this includes if he/she was doing something on the internet or if he/she was running any other applications)
 - iii. How many sessions does the user have open

Is the issue just impacting the Call Center or all locations (if utility has multiple locations)?

Existing Issues:

If the customer is looking for the status of an **existing** issue, the customer should not call a Client Support team member directly. Please refer to the online help desk for a status of an existing issue. Customers can also contact the Support Desk to request an update.

Closing Issues:

Customers are responsible for reviewing and closing issues via Online Help Desk. When tickets have been resolved or code fixes moved to production, the tickets should be closed.

Contacting Client Support Personnel Directly:

S&S requires that customers log all new issues through the Online Help Desk to ensure that S&S will be able to efficiently serve the customer. The customer should not attempt to contact specific S&S personnel to log new issues, as personnel may be out of the office due to customer engagements, vacation or illness. If the proper procedure is not followed by the customer, S&S cannot guarantee that new issues will be handled efficiently. S&S also enforces this practice for auditing purposes (every issue must be logged).

CUSTOMER PORTAL

Customers will be provided with access to the S&S Online Help Desk, where they will have access to their open Support tickets.

My Issues

Customer Support

Create a Ticket

Customer Reference Number **

SYS-2182

Please enter your internal ticket number if one exists

Summary*

Utility batch post is unresponsive

Priority

Medium

Functional Area **

None

Description*

Style B I U A + -

I've posted my utility bill batch # ABC212 at 1:00pm. The batch has been stuck on the posting process for a couple hours now. Could someone investigate?

Impact

Style B I U A + -

A few users are impacted. There are no known workarounds

The system or process impacted. The number of internal and external users impacted. What work around if any exists. Additional impact notes. Type "none" if there is no impact.

Work Around **

none

Drop files to attach, or browse.

Create

Cancel

Help Desk

Open Tickets (4)

Closed Tickets (0)

Export

Internal	Issue type All	Issue	Summary	Assignee	Status All
13/Sep/2017	Ticket	CSUP-2365	Utility batch post is unresponsive		WAITING FOR SUPPORT
13/Sep/2017	Ticket	CSUP-2364	Cash Receipt Posting Error	Kiley Fletcher	IN PROGRESS
13/Sep/2017	Ticket	CSUP-2363	Add a Social Insurance number to the Payroll entry screen field	Kiley Fletcher	IN PROGRESS
13/Sep/2017	Ticket	CSUP-2362	Standard Payment File Load		WAITING FOR SUPPORT

1 to 4 of 4



ESCALATION PATH

Escalation Path 8:00 AM – 5:00 PM Eastern Standard Time (Monday – Friday)

If you do not receive a response within the given timeframe, please escalate to the next level.

Escalation Level – 1	S&S Support Desk	800.655.8810 or support@ssivt.com	Expected Response Time – 2 Hours *Showstopper Issue Response Time – 30 minutes
Escalation Level – 2	Manager of Support, Kiley Fletcher	802.735.6677 or kiley.fletcher@ssivt.com	Expected Response Time – 1 Hour *Showstopper Issue Response Time – 30 minutes
Escalation Level – 3	VP, Operations, Dana Lendorf-McCarthy	416.819.0099 or dana.lendorf-mccarthy@systemsandsoftware.net	Expected Response Time – 1 Hour *Showstopper Issue Response Time – 30 minutes

AFTER HOURS SUPPORT CONTACT INFO (IF CONTRACTED)

Methods of Contact for After Hours Support

- Phone @ 800.655.8810

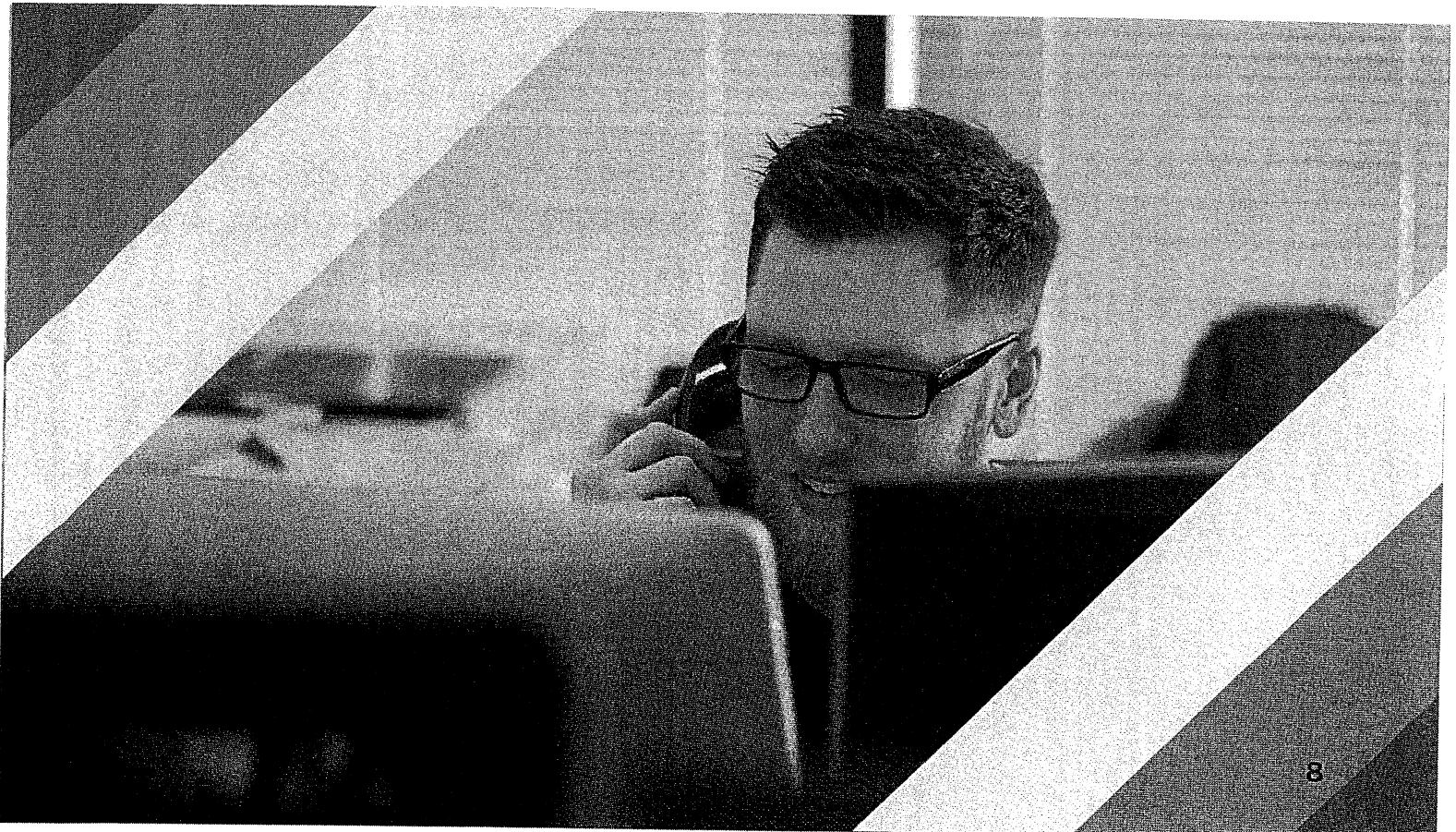
Escalation Path:

5:00PM – 8:00AM (Monday – Friday)

12:00AM-11:59PM (Saturday/Sunday)

If you do not receive a response within the given timeframe,
please escalate to the next level.

Escalation Level – 1	Manager of Support, Kiley Fletcher	802.735.6677 or kiley.fletcher@ssivt.com
Escalation Level – 2	VP, Operations, Dana Lendorf-McCarthy	416.819.0099 or dana.lendorf-mccarthy@systemsandsoftware.net



enQuesta Modules

This is a listing of all enQuesta offerings. If you would like a list specific to your utility, please notify S&S Support

Core Modules

Account Management

Automated Workflow

Device Management

Miscellaneous AR

Rate Management

Standard Reporting

Utility Billing

Admin Portal

Credit & Collections

Financial Management

New Service

Security & Auditing

Job Scheduler

Work Queue

Workflow Scheduling

Additional Modules

Autovoid/Reconnect

Budget Billing

Data Archiving

Document Designer

enQuesta FMS

enQuesta Mobile

Supplier Management

PayConnect

WebConnect

BI Dashboard/Reporting

Cashiering

Disaster Recovery

enQuesta Chat

enQuesta GO

enQuestaLink (MWMS)

Landlord/Tenant

Skeletal GL

Capricorn (Self-Service)

DESKTOP RECOMMENDATIONS

WORK STATION	RECOMMENDED SYSTEM
Operating System	Windows 10, Microsoft Office 365 or 2016
Processor	7th Generation Intel® Core i7™ Processor
RAM	16+ GB
Screen Resolution	1080P (1920 x 1080) Resolution
Disk	100 MB (free)
LAN Speed	100 Mbps
Browser	IE11**
PDF Viewer	Acrobat Reader (latest ver. at the time of installation)

** IE 11 Compatibility View settings turned on.

Please note that S&S does not offer support related to Windows and other PC desktop system support, communications or infrastructure support.

Connection Requirements:

To ensure we can effectively support our customers, we require that a communications link (i.e. VPN) is established and maintained between our two sites. It is the customers responsibility to ensure that the connection is valid at your location so that we can connect at any time.

Standard Database Tasks:

- Set up, maintain train/test refresh scripts
- Set up automated train/test refresh or upon request/as needed
- Automated monitoring of tablespace levels and adjust/add space as needed
- Upgrade Oracle database and apply patches as needed
- Perform database/SQL analysis and tuning as needed
- Set up maintenance scripts to maintain healthy database status
- Set up/monitor DR (standby database) environment upon request
- Perform history archiving up request

Standard System Administration Tasks:

- Monitor Production Customer Backups – Automated
 - Resolve Production Customer Backups Issues as needed.
This often includes helping customers understand and resolve issues with their backup hardware.
- Monitor Production Server Disk Space
 - Resolve Production Server Disk Space Issues as needed.

USER CONFERENCES/ USER GROUPS

Annual Customer Training Conference (formally known as the User Forum) Attendance: *The admission fee per attendee ranges between \$850 - \$1000 per person.

User Group Attendance:

Each customer can have as many employees attend/participate as they would like. S&S currently has two regional User Groups. Groups typically meet in person 1-2 times annually.

- **Pacific User Group** – Azusa, Redlands, Santa Ana, South Coast, Valencia, Ventura, Anaheim, Riverside
- **Regional User Group** – Arlington, Atlanta, Augusta, Clarksville, DeKalb, El Paso, EPB, Greensboro, Irving, Mobile, Metro, Montgomery, Akron, Central Arkansas Water, Detroit, Marquette, Milwaukee, Minneapolis, SEMCO, Freeport, Nassau, Tupper Lake, Massena, Wolfeboro, Unitil, Lexington



October 9 -11, 2019
Denver, CO | Gaylord Rockies



November 4 - 6, 2020
Las Vegas, NV | Caesar's Palace

Executive Steering Committee (ESC):

The intent of the Executive Steering Committee is to have Executive-level (Director and above) representation (one Executive per utility) from our customer base that will:

- Provide advice, insight and assistance to S&S' direction
- Help S&S ensure our products and services meet the changing demands of the utility industry
- Ensure S&S is properly leveraging expertise and experience
- Ensure S&S has the proper structure, processes and communication mechanisms to meet expectations
- Assist in our mutual successes and a win-win situation

* The intent is to have two meetings per year (WebEx/Face-to-Face).

PRODUCT CHANGES & ENHANCEMENTS

Deployment of code fixes:

Our main priority is to keep the customers production environment stable. Fixes will be released to customers once they have been tested and approved by the customer in a train environment. Deployments to production will not occur without consent from the customer and in the cases where downtime is required and agreed up date and time will be adhered to.

ALL customer sources will be managed at S&S. Each developer will follow a defined standard processes for deployments of required code.

Systems & Software Account Management:

Requests for modifications should be sent to your Systems & Software account manager for review and quote.

This includes any requests for enhancements, implementation of new features and requests for upgrades.

Effective Jan 1, 2019, we will be making a one-time change to our pricing model for any billable modification and customization quotes. All new quotes will include a standard maintenance and support amount of 20%. This increase will be prorated for the current year and then added to the following year's maintenance as full cost. The quotes will reflect both the annual and prorated amounts. We have not been consistent with this practice historically but need to be going forward for the following reason. With this slight increase in maintenance, we can ensure we right-size our teams to continue to handle all of the aforementioned items through the upgrade process at no additional cost.

Hourly Rates:

- 2018 - \$185
- 2019 - \$195
- 2020 - \$205

Systems & Software 2019 Holiday Calendar:

Date	Holiday
1/1/2019 – Tuesday	New Year's Day
2/18/2019 – Monday	President's Day
5/27/2019 – Monday	Memorial Day
7/4/2019 – Thursday	Independence Day
9/2/2019 – Monday	Labor Day
11/11/2019 – Monday	Veteran's Day
11/28/2019, 11/29/2019 – Thursday & Friday	Thanksgiving
12/24/2019, 12/25/2019 – Tuesday & Wednesday	Christmas

Outside of Scope - Support Items (Billable services that require a quote):

- Cognos BI Reports
 - Requests for new reports
 - Requests for new table/view/model changes for custom needs
 - Security: additions and changes
 - Basic administration functions such as scheduling via Cognos, email distribution setup, etc.
 - Deployment of additional functionality within Cognos such as auditing, DR, managed alerts, detailed documentation, performance monitoring, SQL Optimization, etc.
 - Requests for new dashboards
 - Requests for Archive content stores/environment
 - Requests for Training content stores/environments
- Bill Print Changes
- Process Changes
- New Configuration/Criteria Set Up
- Doc Designer – New Letters
- Adding Users (OS and enQuesta)
- Rate Changes
- Extended Telephone Training
- Upgrades and Support of Third Party Software/Interfaces
- Recovering data resulting from customer error

Did you know?

Systems and Software can offer the following items be included in your annual Maintenance & Support:

- Prepaid Upgrades
- HCTC Registration

Schedule "C"
Insurance Requirements

1. General Provisions. Prior to the Organization's execution of this agreement, S&S shall provide satisfactory evidence of, and shall thereafter maintain during the term of this agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the Organization's Risk Manager or Organization's legal counsel, or a designee, unless such modification is prohibited by law.

1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on S&S's indemnification obligations under the agreement. The limitation of liability is stated in Section 19 of the Support and Maintenance Agreement.

1.2 Ratings. Any insurance policy or coverage provided by S&S or subcontractors as required by the agreement shall be deemed inadequate and a material breach of the agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

1.3 Cancellation. The Commercial General Liability policy shall not be canceled without thirty (30) days' written notification of cancellation given to Organization. New insurance certificates will be provided in the event of lapse or cancellation of auto or worker's compensation.

1.4 Adequacy. The Organization, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by S&S pursuant to the agreement are adequate to protect S&S. If S&S believes that any required insurance coverage is inadequate, S&S will obtain such additional insurance coverage as S&S deems adequate, at S&S's sole expense.

2. Workers' Compensation Insurance. By executing the agreement, S&S certifies that S&S is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. S&S shall carry the insurance or provide for self-insurance required by California law to protect said S&S from claims under the Workers' Compensation Act. Prior to Organization's execution of the agreement, S&S shall file with Organization either 1) a certificate of insurance showing that such insurance is in effect, or that S&S is self-insured for such coverage, or 2) a certified statement that S&S has no employees, and acknowledging that if S&S does employ any person, the necessary certificate of insurance will immediately be filed with Organization. Any certificate filed with Organization shall provide that Organization will be given ten (10) days' prior written notice before modification or cancellation thereof.

3. Commercial General Liability and Automobile Insurance. Prior to Organization's execution of the agreement, S&S shall obtain, and shall thereafter maintain during the term of the agreement, commercial general liability insurance and automobile liability insurance as required

to insure S&S against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of S&S. The Organization, and its officers, employees and agents, shall be named as additional insureds under S&S's insurance policies.

3.1 S&S's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

3.2 S&S's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of S&S's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with S&S's performance of this Agreement, which vehicles shall include, but are not limited to, S&S owned vehicles, S&S leased vehicles, S&S's employee vehicles, non-S&S owned vehicles and hired vehicles.

3.3 Prior to Organization's execution of the agreement, certificates along with additional insured endorsements acceptable to the Organization evidencing the coverage required by the agreement, for both commercial general and automobile liability insurance, shall be filed with Organization and shall include the Organization and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the Organization and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by S&S will be considered primary and not contributory to any other insurance available to the Organization and Endorsement No. CG 20010413 shall be provided to the Organization.

4. Errors and Omissions Insurance. Prior to Organization's execution of the agreement, S&S shall obtain, and shall thereafter maintain during the term of the agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the Organization from claims resulting from the S&S's activities.

5. Subcontractors' Insurance. S&S shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon Organization's request, S&S shall provide Organization with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.