
MASTER SUBSCRIPTION AGREEMENT

FOR

ePropertyPlus® SERVICES

BETWEEN: **STR.GRANTS, L.L.C.**
3975 Fair Ridge Drive
Suite 425 North
Fairfax, VA 22033

AND: **City of Riverside**
Riverside City Hall
3900 Main Street
Riverside, CA 92522

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this ²⁰¹⁸28th day of December (the "Effective Date"), by and between STR.GRANTS, L.L.C., a Virginia limited liability company with offices at 3975 Fair Ridge Drive, Suite 425 North, Fairfax, VA 22033 (hereinafter "STR"); and City of Riverside, a charter city and municipal corporation having its principal place of business at Riverside City Hall, 3900 Main Street, Riverside, CA 92522 (hereinafter "Subscriber").

RECITALS

STR shall make Purchased Services (defined below) available to the Subscriber pursuant to the acceptance of this Agreement and the Order Form (Appendix A). The Order Form specifies the type of services desired by the Subscriber and to be provided by STR during a specified subscription term. "Purchased Services" include Subscription Services provided to a Subscriber to access and use www.ePropertyPlus.com, a hosted website operated by STR ("Website"), and Subscription Onboarding and Value-Added Professional Services provided by STR to support a Subscriber.

1.0 DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

- a. "Subscription Service" means the products and services that are ordered by a Subscriber and made available by STR online via a customer-specific login link at <https://riverside.epropertyplus.com>.
- b. "Subscription Onboarding Service" means the support provided by STR to prepare the Subscriber for use of the Website. Onboarding Services includes set-up, software configuration, training, and data initialization, and is described in greater detail in the Order Form.
- c. "Value-Added Professional Service" means the STR consulting support provided to the Subscriber for an additional fee and as agreed by the parties in writing during the subscription term. These services may include data migration, data conversion, technical

assistance, advanced user and administrative training, premier support services, and custom reporting and software development support, which will be specified in an Order Form.

- d. "Order Form" means the document(s) utilized for placing service orders hereunder, including addenda thereto, that are executed between the Subscriber and STR from time to time during the subscription term. Each Order Form will reference and be governed by the terms and conditions of this Agreement.
- e. "End Users" means the individual(s) authorized by the Subscriber to use the subscription access to the Website and may include Subscriber's employees and external entities (such as prospective purchasers of the applicable property and vendors that provide support for the purchase and sales process, such as title companies and real estate agents) that are identified and authorized by Subscriber to access portions of Subscriber's account. There are two general classifications of internal End Users: Standard User and Light User. Subscriber will be responsible for defining such third parties' roles and privileges to access different portions of Subscriber's account.
- f. "Website Services" means STR's *ePropertyPlus* property portfolio management software with the current functionality provided by STR on a hosted basis. It also includes any accompanying instructions, documentation, technical data, images, and other related materials accessible on the Website.
- g. "Subscriber Data" means any data, information or material provided or submitted by Subscriber or Subscriber's specified End Users to <https://riverside.epropertyplus.com> in the course of using the Website Services.
- h. "Performance Benchmark(s)" means any aggregation, compilation, or combination of Subscriber Data used to develop metrics regarding the use of the Website Services.
- i. "Subscriber Help Desk" means an internal point of contact of the Subscriber who will provide the first line of support to the Subscriber's external End Users and Public Site Users, and serving as the primary point of contact with the STR Services Solution Center for any problems of those End Users which cannot be addressed by the Subscriber's internal point of contact on its own.
- j. "Sandbox Environment" ("Sandbox") is a non-production *ePropertyPlus* environment which allows Subscribers to run programs inside the Sandbox on a 'one-off' basis, and is described in more detail in the Sandbox Environment Addendum to this Agreement.
- k. "Optional Features" or sets of features means one or more independently developed specific business tasks that include a substantial new facility or capability and is not combined with the *ePropertyPlus* software until the programs are linked. If selected by a subscriber, an additional fee to the subscriber's current monthly Subscription Fee normally will be assessed.

2.0 TERM

2.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all End User subscriptions or other Purchased Services outlined in an Order Form and executed in accordance with this Agreement have expired or been terminated.

2.2 Term of Subscription Service. The Initial Term of the Subscription Service commences upon the completion of the Subscription Onboarding Services such that Subscriber can access <https://riverside.epropertyplus.com> via its unique authorization credentials and continues for the subscription term specified in the Order Form, unless earlier terminated as provided herein (the "Subscription Period"). With the agreement of the Subscriber, the Subscription Service shall renew for additional periods equal to the expiring Subscription Service term or one year

(whichever is shorter).. The per-End User pricing during any such renewal term shall be the same as that during the prior term unless STR has given Subscriber notice of a pricing increase at least forty five (45) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 5% of the pricing of the relevant Purchased Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

2.3 Additional End Users. Additional End User Subscriptions for the applicable Subscription Service purchased under the Order Form may be added during the Subscription term at the same pricing as that for the pre-existing Subscriptions thereunder, prorated for the remainder of the Subscription term in effect at the time the additional user subscriptions are added. The added End User Subscriptions shall terminate at the same time as the pre-existing End User Subscriptions.

3.0 SUBSCRIPTION SERVICE TERMS

3.1 Updates and Upgrades. With the exception of the integration of *ePropertyPlus* with Microsoft ADFS, as outlined in the Value Added Services section of the Order Form, the Subscription Service purchased hereunder by the Subscriber is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by STR regarding future functionality or features. Updates/upgrades to the Subscription Service will be provided periodically to current subscribers at no additional cost. Such updates/upgrades shall not degrade or remove core features or functionality from the Subscription Service. The Subscription does not automatically include the right to receive new Optional Features released by STR. STR will, in its own discretion, determine whether and on what terms any Optional Features will be made available to existing Subscribers at an additional charge.

3.2 End User Access. The Subscription Service and the Website Services may be accessed by no more than the specified number of users identified in the Order Form (Appendix A). User Subscription Services are for designated End Users only and cannot be shared or used by non-designated users, but may be reassigned to new End Users replacing former End Users who no longer require ongoing use of the Website Services.

3.3 STR's Support Responsibilities.

(a) **Support.** STR shall provide support services in accordance with the service level and support terms set forth in Exhibit A hereto.

(b) **Backup.** STR, at its expense, shall make a complete daily backup of all Subscriber Data stored by STR under this Agreement, no less than once per day during the Term. Such backup copy of the Subscriber Data shall be stored in a secure, offsite location.

3.4 Subscriber's Responsibilities. Subscriber shall: (a) be solely responsible for the End Users' compliance with this Agreement, (b) be solely responsible for the accuracy, quality and legality of Subscriber Data and of the means by which Subscriber acquired the Subscriber Data, (c) use commercially reasonable efforts to prevent unauthorized access or use of the Website Services including by maintaining the security and confidentiality of its and its End Users' usernames and passwords; (d) notify STR promptly of any such unauthorized access to or use of the Website Services; (e) be solely responsible for all activities that occur under Subscriber's account, and (f) use the Website Services only in accordance with the terms and conditions of this

Agreement, the intended use and configuration of <https://riverside.epropertyplus.com> for the Subscriber and all applicable laws and government regulations.

3.5 **Usage Limitations.** Website Services may be subject to other limitations, such as limits on the amount of Subscriber Content that can be uploaded to the Website Services or disk storage space. With respect to Website Services that enable Subscriber to provide public websites, any such limitations will be provided to the Subscriber for review prior to implementing the limitation. The Website Services provide real-time information to enable Subscriber to monitor its compliance with such limitations.

4.0 LICENSE AND LIMITATIONS

4.1 **Grant of License.** During the Subscription Period, STR grants to the Subscriber a nonexclusive, nontransferable, revocable, non-sublicenseable and limited right to access and use the functionality of the Website Services via the Website. The use of the Website Services by the Subscriber is subject to all of the terms and conditions set forth herein, to include (i) use in connection with Subscriber's business operations only; (ii) continuing and timely payment of monthly Subscription fees as set forth in Appendix A; (iii) limited to the number and type (Standard versus Light) of End Users indicated in Appendix A; (iv) compliance with the terms and conditions of this Agreement; and (v) no right to access the Website Services after the termination or expiration of the Subscription Period and/or this Agreement.

4.2 **Limited Right of Use.** The Website Services are comprised of proprietary and copyrighted application, demonstration and/or system software data, usage instructions, access passwords, training manual documentation and other material owned exclusively or licensed by STR. The granting of the license does not affect the ownership of such materials. All STR and third party products, services, databases, and software are proprietary and are protected by copyright laws, international copyright treaties and other international property laws and treaties. Nothing contained herein grants to the Subscriber an ownership interest in any such products, services, databases, or software, or any rights except to the extent specified herein. Both the Website Services and all intellectual property contained therein are and shall remain the property of STR. Neither the Subscriber nor any User, may (i) copy all or any substantial portion of the Website Services; (ii) distribute all or any portion of the Website Services, except for small printed portions; (iii) provide access to the Website Services or any portion thereof through the internet or any other electronic means, other than for interaction as part of the Subscriber's business operations. Subscriber shall not have any right, title or other interest in or to such intellectual property rights except to the limited extent specifically granted pursuant to this Agreement.

4.3 **Restrictions.** Subscriber shall not (a) make the Website Services available to anyone other than End Users, (b) use the Website Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (c) use the Website Services to store or transmit viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs ("Malicious Code"); (d) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Website Services or any component thereof; (e) modify, translate, or create derivative works based on the Website Services or any component thereof; (f) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to Website Services; (g) use the Website Services for timesharing or service bureau purposes or otherwise for

the benefit of a third party; or (h) remove any proprietary notices from the Website Services or any STR property.

4.4 Suspension. In the event that Subscriber violates any provisions in Sections 4.2 or 4.3 or otherwise uses the Website Services in a manner that causes or in STR's good faith judgment is likely to cause damage or disruption to the Website Services and/or other subscribers' use of the Website Services, STR reserves the right to suspend Subscriber's access to the Website Services and/or take down or remove any offending Subscriber Content without notice to Subscriber (provided that STR will make commercially reasonable efforts to provide advance notice of such suspension where possible).

4.5 U.S. FEDERAL GOVERNMENT

If the original licensee under this Agreement is the U.S. Federal Government, or a department or agency thereof (hereinafter "the Government"), then by using the Website Services, the Government hereby agrees that the Website Services incorporate commercial computer software that qualifies as "restricted computer software" within the meaning of the acquisition regulation(s) applicable to this procurement, including, but not limited to, FAR 52.227-14 – Rights in Data – General (June 1987), and FAR 52.227.19 – Commercial Computer Software – Restricted Rights (June 1987). The terms and conditions of this Agreement shall pertain to the Government's use and disclosure of the Software, and shall supersede any conflicting contractual terms or conditions in the applicable acquisition regulations. If this Agreement fails to meet the Government's minimum needs or is inconsistent in any respect with Federal procurement law, the Government agrees to terminate the use of the Website Services. The following additional statement applies to all procurements governed by any federal acquisition regulations, including, but not limited to, FAR Part 52 and DFARS Subpart 227.4 (1988): Restricted Rights – Use, duplication and disclosure by the Government is subject to restrictions set forth in the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013(c)(1)(ii)(1988), and at FAR 52.227-19(c)(2). The Government agrees that this license constitutes the "list" or "description" pursuant to DFARS 252.227-7013(c)(1)(i) and that use, duplication, and disclosure might be subject to other restrictions stated in this Agreement. The Government acknowledges that any modification to the products and services performed under this Agreement constitute "minor modifications" within the meaning of the applicable acquisition regulations, including, but not limited to, FAR 52.227.14 and FAR 52.227.19, and the essential physical characteristics of the software are not altered by such modifications. The Government acknowledges that such modifications shall not affect the "commercial" status of the Website Services.

5.0 ACCOUNT INFORMATION AND DATA

5.1 Subscriber Data. Except as otherwise provided, Subscriber or its End Users, as applicable, shall own all data, information and other material that the Subscriber and its End Users upload to, submit to or store within the Website Services. Subscriber shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of the Subscriber Content and for the acquisition and maintenance of all intellectual property rights or rights to use the Subscriber Data. STR shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of or failure to store the Subscriber Data. In the event this Agreement is terminated (other than by reason of Subscriber's breach), STR will make available to the Subscriber an electronic file in a format accessible to Subscriber and easily transferable into an excel spreadsheet(s) or other commercially reasonable database file of the Subscriber

Data within thirty (30) days of termination ; after providing said file, STR may delete or destroy the Subscriber Data without liability to Subscriber or any End Users.

5.2 Privacy and Security. STR shall implement and maintain appropriate administrative and technical safeguards and protocols of the Website Services designed to protect the security, confidentiality, and integrity of the Subscriber Data in accordance with applicable law. Unless authorized by Subscriber or an End User (if applicable), STR shall not (i) modify Subscriber Data, (ii) disclose the Subscriber Data to third parties except to End Users as necessary to perform the Website Services (e.g., STR may disclose Subscriber Data relating to a title search performed on the property to a real estate agent who is designated by Subscriber as an End User) or as otherwise expressly permitted in writing by Subscriber, or (iii) access Subscriber Data except to provide the Subscription Services and prevent and address service or technical problems, or at the request of the Subscriber in connection with customer support matters or performance of Value-Added Professional Services outlined in an Order Form.

5.2.1 Exclusion of Liability. NOTWITHSTANDING ANYTHING IN § 5.2 ABOVE, OR ELSEWHERE IN THIS AGREEMENT, STR DOES NOT ENCOURAGE THE STORAGE OF ANY CONFIDENTIAL, VALUABLE, OR PERSONALLY IDENTIFIABLE INFORMATION AS PART OF SUBSCRIBER DATA. **STR HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE NEGLIGENT OR RECKLESS DISCLOSURE OF, OR DAMAGE TO, ANY CONFIDENTIAL, VALUABLE OR PERSONALLY IDENTIFIABLE INFORMATION STORED AS SUBSCRIBER DATA. SUBSCRIBER KNOWINGLY AND VOLUNTARILY ASSUMES ALL RISKS ASSOCIATED WITH THE NEGLIGENT OR RECKLESS DISCLOSURE OF OR DAMAGE TO CONFIDENTIAL, VALUABLE OR PERSONALLY IDENTIFIABLE INFORMATION STORED AS SUBSCRIBER DATA.**

5.3 Aggregated Data. Notwithstanding the foregoing, STR may compile and use anonymous, aggregated, non-personally identifiable data derived from the Subscriber Data and combine it with similar data obtained from other STR subscribers (such that such aggregated data cannot be traced back to Subscriber individually) in order to perform or generate statistical analyses, conduct research related to STR's professional work, identify, develop, and offer future STR value-added subscriber services or for any other purpose. Further, STR may utilize Subscriber Data to anonymously aggregate, publish, or otherwise make known Performance Benchmarks or other data metrics about the use of the Website Services. Performance Benchmarks or other data metrics attributed specifically to the Subscriber will only be published or otherwise made known with the prior written consent of Subscriber.

6.0 CONFIDENTIALITY

6.1 Obligations. STR and Subscriber agree to maintain in confidence any non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement that a party knows or reasonably should know is considered confidential by the disclosing party ("Confidential Information"). The parties hereby agree that Confidential Information includes non-public information relating to the finances, business, marketing plans, operations, technology, software or other information of a confidential nature, including all originals, copies, notes, analyses, digests and summaries thereof. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder or as required by law or pursuant to a court order, and shall take all such actions as are

reasonably necessary and appropriate to preserve and protect the Confidential Information and the disclosing party's rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither party shall make Confidential Information available to any other person or entity without the prior written consent of the other party, except as required by law or pursuant to a court order.

6.2 Exclusions. Confidential Information shall not include any information that is (a) already known to the receiving party at the time of the disclosure or allowed to be disclosed under paragraph 6.1; (b) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (c) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (d) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order, statute, or other judicial or governmental process shall not be considered a breach of this Agreement; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party (to the extent such notice is required or permitted by law) so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure. Further, STR and Subscriber may provide a copy of this Agreement or otherwise disclose its terms in connection with any legal or regulatory requirement, financing transaction or due diligence inquiry, provided that the recipients of the Agreement (except in the case of government or regulatory entities) are subject to confidentiality agreements at least as protective of the confidentiality of the Agreement as the provisions herein.

6.3 Destruction or Return of Confidential Information. Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party, or destroy, as the parties agree in writing, all copies of the other party's Confidential Information. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving party in any form or for any reason.

6.4 Relief. Each party agrees that any breach of the obligations in this Section 6 will cause irreparable harm to the disclosing party for which money damages will not be an adequate remedy. Therefore, the disclosing party shall, in addition to any other legal or equitable remedies, be entitled to seek an injunction or similar equitable relief against such breach or threatened breach of this Section 6 without the necessity of posting any bond.

7.0 INTELLECTUAL PROPERTY RIGHTS

All right, title, and interest, in and the Website Services and all copyrights, trademarks, service marks, patents, trade secrets and other proprietary rights embodied therein, and any improved, updated, modified, or additional parts thereof, will at all times remain the property of STR or its licensors. The Website Services are protected by United States copyright and other intellectual property laws and international treaty provisions. Customer may not remove the copyright notice or any other proprietary notices from the Website Services. Nothing herein will give or deemed to give Subscriber any right, title, interest in or to the same except as expressly provided in the license grant provisions above. STR reserves all rights not expressly granted in this Agreement.

8.0 REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

8.1 Mutual Representations and Warranties. Each of STR and Subscriber covenants, represents and warrants that (a) it is duly incorporated and validly existing under the laws of its jurisdiction and organization, (b) it has the corporate capacity to enter into this Agreement and to perform each of its obligations hereunder, (c) it has duly authorized, executed and delivered this Agreement, and (d) this Agreement constitutes a legally valid and binding obligation that is enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable law.

8.2 STR Representations and Warranties. STR represents and warrants to Subscriber that (a) it has all rights necessary to enter into and perform this Agreement and to grant the limited rights and licenses granted herein including, without limitation, all necessary rights in the Website Services, (b) STR shall act in accordance with applicable laws and regulations in providing the Website Services and the Purchased Services, and (c) the Website Services and the Purchased Services will be provided by qualified personnel. STR represents and warrants to Subscriber that the product will be free from material defects and will perform substantially in accordance with end user documentation provided to Subscriber. For any service performed by STR, STR represents and warrants to Subscriber that any services or repairs provided under this Agreement will be performed in a professional, workmanlike manner in accordance with generally accepted industry standards. STR represents and warrants that it has taken the necessary precautions to exclude viruses. STR warrants that it maintains an information security process with physical safeguards appropriate for the sensitivity of customer information.

8.3 Subscriber Representations and Warranties. Subscriber represents and warrants to STR (a) it has all rights necessary to enter into and perform this Agreement and to grant the limited rights and licenses granted herein including, without limitation, all necessary rights in the Subscriber Content (b) the use of the Subscriber Content hereunder will not violate (i) Subscriber's obligations under any other agreement or to any third party, (ii) any applicable laws or regulations, or (iii) any privacy policies covering any Subscriber Content, (c) the Subscriber Content is not defamatory, obscene, or otherwise unlawful and does not infringe or interfere with any intellectual property, contract, right of publicity, or any other proprietary right of any individual or entity, and (d) it will not make any representation or warranty concerning the Website Services to any End User or third party that is inconsistent with this Agreement.

8.4 WARRANTY DISCLAIMER. THERE ARE NO WARRANTIES OR CONDITIONS (WHETHER IMPLIED OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE) FOR THE WEBSITE SERVICES OR PURCHASED SERVICES PROVIDED BY STR HEREUNDER OTHER THAN AS STATED ABOVE. STR DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. STR DOES NOT WARRANT THAT THE WEBSITE SERVICES OR PURCHASED SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE OPERATION OF THE WEBSITE SERVICES, PRODUCTS OR PURCHASED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

8.5 Indemnification by STR. To the extent permitted by law, STR shall indemnify, defend, or at its option settle, any third party claim or suit against Subscriber based on a claim that the Website Services infringe any United States patent, copyright, trademark or trade secret and STR shall pay any final judgment entered against STR in any such proceeding or agreed to in settlement; provided (a) STR is promptly notified in writing of such claim or suit, (b) STR or its

designee has sole control of such defense and/or settlement, and (c) Subscriber gives all reasonable information and assistance requested by STR or such designee. To the extent that use of the Website Services is enjoined, STR may at its option either (i) procure for Subscriber the right to use the Website Services, (ii) replace the infringing components with other suitable products, or (iii) refund the prepaid portion of the Fee(s) paid by Subscriber for the Website Services or the affected part thereof. STR shall have no liability under this Section 8.5 or otherwise to the extent a claim or suit is based upon (A) use of the Website Services in combination with software or hardware not provided by STR if infringement would have been avoided in the absence of such combination, (B) modifications to, or combinations with, the Website Services not made by STR, if infringement would have been avoided by the absence of such modifications or combinations, or (C) any action or omission of Subscriber or an End User for which Subscriber is obligated to indemnify STR under Section 8.6 below; or (D) the Subscriber Content.

THIS SECTION 8.5 STATES STR'S ENTIRE LIABILITY AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS BASED ON THE WEBSITE SERVICES.

8.6 Indemnification by Subscriber. To the extent permitted by law, Subscriber agrees to indemnify, defend and hold STR harmless from and against any and all costs, damages, expenses and/or other losses, suffered or incurred by STR or its parents, affiliates, subsidiaries, successors and assigns, owners, officers, directors, agents and employees from any claim arising out of or relating to (a) Subscriber's breach of this Agreement and/or any End User's violation of the Website Services terms of use; (b) Subscriber Content; (c) any claim brought by an End User of the Website Services; and (d) any claim arising out of Subscriber's use of the Website Services or any promotional materials in violation of this Agreement.

9.0 CONSEQUENTIAL AND SPECIAL DAMAGES

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST THE OTHER PARTY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS BEING BROUGHT AGAINST THE OTHER. THIS LIMITATION ON DAMAGES AND CLAIMS IS INTENDED TO APPLY TO ANY AND ALL CLAIMS OF EITHER PARTY WITHOUT REGARD TO WHICH OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR PROVEN INEFFECTIVE.

10.0 LIMITATION OF LIABILITY

10.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PERSONAL INJURY, PROPERTY, OR EQUIPMENT DAMAGE EXCEPT THAT WHICH IS DIRECTLY CAUSED BY THE WILLFUL, UNLAWFUL, OR NEGLIGENT ACT OR OMISSION OF A PARTY, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES. STR SHALL MAINTAIN A COMPREHENSIVE GENERAL LIABILITY POLICY.

10.2 THE CUMULATIVE LIABILITY OF STR TO THE SUBSCRIBER FOR ALL CLAIMS WHATSOEVER RELATED TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY,

SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO STR BY THE SUBSCRIBER UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE FIRST CLAIM, REGARDLESS OF THE NUMBER OF CLAIMS. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO ANY AND ALL CLAIMS OF THE SUBSCRIBER, NOT INCLUDING ANY CLAIMS RELATED TO PERSONAL INJURY, PROPERTY, OR EQUIPMENT DAMAGE AS OUTLINED IN §10.1, WITHOUT REGARD TO WHICH OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

11.0 DISPUTES

11.1 The parties agree to make a good faith effort to resolve any disagreement or dispute regarding any matter covered by this Agreement through negotiation; if necessary, senior management of each party will participate in negotiation.

11.2 In the event of a disagreement or dispute regarding any matter covered by this Agreement, which is not disposed of by mutual agreement, the parties hereto shall pursue those necessary corporate and/or legal remedies as may be appropriate to resolve any dispute. Legal remedies may include pursuit of the dispute by either party in a court of competent jurisdiction. In this event, each party shall be responsible for all costs it incurs as a result of such action or as ordered otherwise by a court of competent jurisdiction. It is the intention of the parties hereto that this provision shall govern all disputes arising under this Agreement.

12.0 TERMINATION

12.1 **Termination for Cause.** Either party may by written notice to the other party terminate this Agreement at any time in the event of a material breach of the terms hereof by the other party if such party shall fail to cure such material breach within thirty (30) calendar days of receipt of written notice thereof or such additional time as the non-defaulting party may authorize in writing, or if the Subscriber becomes insolvent, makes an assignment for the benefit of creditors, a receiver is appointed or a petition for Bankruptcy is filed with respect to the Subscriber and such proceeding is not dismissed within thirty (30) days. Except for any failure to pay money, in the event it takes more than thirty (30) days to cure the breach and substantial corrective action to remedy the breach has begun within the thirty (30) day period and diligently continues to be pursued, termination shall not be effective until sixty (60) calendar days have expired since receipt of written notice of the breach and the breach has not been cured within such sixty (60) day period.

12.2 **Failure to Pay Fees.** Any breach of the Subscriber's payment obligations or unauthorized use of the Website Services will be deemed a material breach of this Agreement. STR, in its sole discretion, may immediately terminate the Subscriber's password(s), account, or use of and access to the Website Services.

12.3 **Termination Conditions.** STR shall not be liable to Subscriber, any End User or any third party for suspension or termination of the Website Services in accordance with this Agreement. Upon termination of this Agreement, Subscriber will be obligated to pay the balance due for all Purchased Services provided prior to termination. Upon the effective date of expiration or termination of this Agreement for any reason, Subscriber's right to use the Website Services or any Purchased Services shall immediately cease. All provisions which by their nature

are intended to be performed after the termination or expiration of this Agreement shall survive its expiration or termination for any reason.

13.0 NOTICE

All notices or communications hereunder shall be given to the respective parties hereto in writing and shall be sent through registered mail, or prepaid courier service, to the addresses stated below, or to such other address as a party has given in writing in substitution, and are effective upon receipt.

For the Subscriber:

City of Riverside
ATTN: Real Property Services Division
Riverside City Hall
3900 Main Street
Riverside, CA 92522

For STR:

CFO
STR.GRANTS, L.L.C
3975 Fair Ridge Drive
Suite 425 North
Fairfax, VA 22033
bob.fries@strllc.com

14.0 ASSIGNMENT

This Agreement or any interest therein shall not be assigned by either party hereto, other than to an affiliated entity, without the prior written consent of the other, except that STR may assign this Agreement in conjunction with the sale of all or a part of its business. In the event of such assignment by STR in conjunction with such sale, no consent from the Subscriber shall be required. However, STR will provide notice to Subscriber in a reasonable time to afford Subscriber sufficient time to make any adjustments to payment addresses or wiring instructions. This Agreement will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

15.0 NON-WAIVER OF RIGHTS/SEVERABILITY

The failure or delay of either party to insist upon strict performance of any of the terms and conditions or to exercise any rights or remedies hereunder shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. The provisions of this Agreement may be severable and the invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other parts hereof.

17.0 COMPLIANCE WITH LAWS

In performance of this Agreement, neither STR nor the Subscriber of itself, nor through or by its affiliates, agents, employees, representatives or otherwise, shall either directly or indirectly make, give, or promise any payment or other thing of value to any person for any purpose, or commit any other act that is unlawful under the provisions of the United States laws entitled the Foreign Corrupt Practices Act, the Export Administration Act, the Arms Export Control Act, and the

Internal Revenue Code and, to the extent not inconsistent with any of the laws of the United States, the laws of any other applicable jurisdiction.

Notwithstanding any other portion of this Agreement, STR and the Subscriber agree that the transfer of US-origin technology will be subject to the regulations of the US Departments of State and Commerce, as applicable. The parties agree to execute any agreement or written instrument required by these regulations expeditiously.

18.0 INDEPENDENT CONTRACTOR

Each party is an independent contractor in relation to one another with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.

19.0 FORCE MAJEURE

Neither STR nor the Subscriber shall be held responsible for delays in performance when caused by fires, strikes, epidemics, embargoes, directions of Government, or other conditions of such a nature or description beyond their respective control which may delay performance or render performance commercially impracticable provided, however, that the affected party shall immediately notify the other of the conditions and the expected duration thereof.

20.0 ENTIRE AGREEMENT

This Agreement and the exhibits annexed hereto, and the specific documents to be developed (when signed by both parties), constitute the entire Agreement between the parties and there are no understandings or agreements relative hereto other than those which are expressed herein, and no change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver, or discharge is sought to be enforced.

21.0 CONFLICT OF TERMS

In the event that specific terms of this Agreement conflict with terms contained in the Appendices attached hereto, the terms contained in this Agreement shall have precedence.

22.0 SCHEDULES AND APPENDICES

The following Schedules and Appendices to this Agreement are attached hereto and form a part hereof:

- Appendix A. Order Form
- Exhibit A. Support and Service Level Agreement
- Exhibit B. Sandbox Environment Addendum

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED AND DELIVERED BY THEIR DULY AUTHORIZED OFFICERS, ALL AS OF THE DATE FIRST HEREIN ABOVE WRITTEN.

SUBSCRIBER:

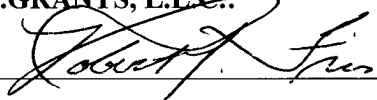
By: 

Name: Moises Lopez
Deputy City Manager

Title: _____

Date: 12/28/2018


STR.GRANTS, L.L.C.:

By: 

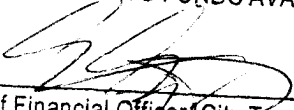
Name: Robert J. Fries

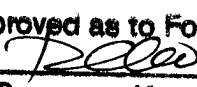
Title: CFO

Date: 12/11/2018

Attest: 
COLLEEN J. NICOL
City Clerk

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
Chief Financial Officer City Treasurer

Approved as to Form
By: 
Rosemary Koo
Senior Deputy City Attorney

APPENDIX A ORDER FORM

I. ONBOARDING SERVICES (one-time)

Statement of Work:

Goals

- Configure **ePropertyPlus** for City of Riverside's Real Property Services (Riverside) transaction processing and reporting
- Train Site Administrator on configuring transactions, maintaining the system, managing property data, and creating reports
- Train Customer Staff on **ePropertyPlus** Fundamentals (i.e., basic software usage), transaction processing, and reporting

Scope & Approach

The onboarding plan is built upon our **ePropertyPlus** Onboarding Framework (see Appendix A-Ex 1), a process designed to help our customers mitigate risk, make well-informed decisions, ensure quality, and achieve expected outcomes. Tailored to meet your unique requirements, it provides the foundation that accurately represents the required tasks, the areas known to require specific skills or resources, and the realistic timeframes for each stage of an **ePropertyPlus** onboarding project.

Project Team Organization

Our approach assumes that there is a blended team, with primary responsibility typically vested to a designated Site Administrator within your organization and STR's Onboarding Lead. Our Onboarding Lead works side-by-side with your designated Site Administrator and other users as needed to configure the software, load data, and prepare your organization for maintaining and using **ePropertyPlus**.

Role	Responsibilities	Organization
Executive Sponsor	<ul style="list-style-type: none">• Participates in project kick-off meeting• Provides vision to the team• Arbitrates decisions where needed	Customer
Site Administrator(s)	<ul style="list-style-type: none">• Works side-by-side with Onboarding Lead to configure the software, load data, and train users• Coordinates Customer resources• Makes configuration and usage decisions, including how legacy system property data maps to ePropertyPlus• Configures ePropertyPlus under the guidance and direction of the Onboarding Lead• Extracts and transforms legacy system property data according to data mapping rules defined during the project (see Appendix A – Ex 2) or secures resources to perform the extraction and transformation• Loads data under the guidance and direction of the Onboarding Lead• Assists with User Training	Customer

Role	Responsibilities	Organization
	<ul style="list-style-type: none"> Facilitates/Conducts On-Going New User Training 	
User(s)	<ul style="list-style-type: none"> Participates in project kick-off meeting Provides data and process input when needed Attends User Training 	Customer
Onboarding Lead	<ul style="list-style-type: none"> Leads Onboarding and Training activities Works side-by-side with the Site Administrator to complete configuration, data loading, and training tasks Coordinates STR resources Transfers <i>ePropertyPlus</i> administration, configuration, data, and process knowledge the Site Administrator Configures <i>ePropertyPlus</i> Leads data mapping tasks and documents import rules for loading of property data Loads data Conducts Site Administrator Training Conducts User Training 	STR

Core Configuration & Data Initialization

The components needed for initial use are configured and data that is needed to manage baseline property data is loaded. Initial use is defined as staff being able to:

- View and update property profiles (e.g. status, type, location, condition)
- Attach notes and documents to property records
- Attach photos to property records
- View property data on maps

Activity	Task
Configuration	<ul style="list-style-type: none"> Configure components needed for initial use: <ul style="list-style-type: none"> ○ Common and Property Reference Data ○ Property Custom Fields, if needed ○ Site Settings (Branding, Support, Data, Content, and Location attributes) ○ Program Reference Data ○ Program Custom Fields, if needed ○ Program Hierarchy
Configuration	<ul style="list-style-type: none"> Configure components needed to render properties on <i>ePropertyPlus</i> Maps: <ul style="list-style-type: none"> ○ Properties by Status Visualization ○ Properties by Classification Visualization ○ Properties by Inventory Type Visualization
Configuration	<ul style="list-style-type: none"> Configure components needed to access the system: <ul style="list-style-type: none"> ○ Staff User Accounts
Data Initialization	<ul style="list-style-type: none"> Load the data needed for initial use: <ul style="list-style-type: none"> ○ Up to 200 “Active” Property records <ul style="list-style-type: none"> ▪ “Active” properties are defined as those that are under

Activity	Task
	<p><i>Riverside's control (for maintenance, sale, or other purposes) and those that are currently in the acquisition or disposition life-cycle</i></p> <ul style="list-style-type: none"> ○ Up to ten (10) Property Owners

Advanced Configuration & Data Initialization

The components needed to tailor transactions to support Riverside's unique needs are configured. This includes creating application and custom service types, workflow, and reports to support:

- Tracking of property acquisitions
- Tracking of surplus property sales
- Tracking of property lease agreements
- Tracking of property license agreements
- Reporting on property activity and transaction results

Activity	Task
Configuration	<ul style="list-style-type: none"> • Configure the components needed for managing and tracking property inventory: <ul style="list-style-type: none"> ○ Site Data ○ Quick Filter Settings ○ Property Snapshot Page ○ One (1) Property Demographic Report
Configuration	<ul style="list-style-type: none"> • Configure the components needed for using and maintaining the Public Site: <ul style="list-style-type: none"> ○ Public Site Settings ○ Content Customizations ○ Public Site Pages
Configuration	<ul style="list-style-type: none"> • Configure the components needed for managing property acquisitions, surplus sales, leases and license work: <ul style="list-style-type: none"> ○ Application Reference Data ○ Application Processing Custom Fields ○ Up to one (1) Application Type ○ Service Reference Data ○ Service Custom Fields ○ Up to Three (3) Custom Service Types ○ Up to Three (3) Custom Service Workflows ○ Up to Two (2) Document Templates ○ Two (2) Service Activity Reports
Configuration	<ul style="list-style-type: none"> • Configure the components needed to track property costs: <ul style="list-style-type: none"> ○ Budget Accumulators ○ One (1) Cost Detail Report
Data Initialization	<ul style="list-style-type: none"> • Load the data needed to support transaction processing: <ul style="list-style-type: none"> ○ Up to five (5) Service Managers ○ Up to ten (10) Service Providers ○ Open and In Process Acquisitions, Sales, Licenses, and Leases

Training

Training begins during Configuration & Data Initialization, with the Site Administrator shadowing the Onboarding Lead. As *ePropertyPlus* is setup and data is loaded, the Site

Administrator learns how to configure, administer, and use the system so that control of the Riverside sites can be transferred with ease at the end of the project. This is achieved through a mentoring model where we guide and “teach as we do”, and the Site Administrator learns by doing.

On-site, instructor-led Usage Training is conducted by the Onboarding Lead and the Site Administrator. The Onboarding Lead advises, demonstrates, and walks users through “how to do” from a system perspective. The Site Administrator advises and instructs on Riverside policies, procedures, and the usage/data decisions made during onboarding.

Activity	Task
Site Maintenance	Show Site Administrator how to: <ul style="list-style-type: none"> • Configure ePropertyPlus • Manage Custom Fields • Manage Reference Data (i.e. List of values for drop-down fields) • Import/Create Property Records • Manage Parties (e.g. Buyers, Owners, Vendors) and User Accounts • Manage Mapping Options, including Property Visualizations • Manage Programs and Projects • Manage Public Site Properties • Create Application Types • Create Service Types • Create Workflows • Create Adhoc Reports • Import Transactions/Transaction History • Use the ePropertyPlus Community Site for Help and Support
Usage	Show Site Administrator and End Users how to: <ul style="list-style-type: none"> • Navigate, search, filter, and export records • Manage Personalization options • Manage Properties, including Images, Structures, Attachments and Notes • Use ePropertyPlus Mapping • Process Acquisitions and Surplus Property Sales • Process Leases and Licenses • Manage Programs and Projects, including assignments • Generate Documents • Run Reports • Use the ePropertyPlus Community Site for Help and Support

Assumptions and Expectations

1. Data and Configuration Assumptions

- Property Data is provided in a single Excel or CSV file, doesn't contain duplicate rows, and is transformed per the mapping rules defined during the project
- Property Data will be loaded using the **ePropertyPlus** Import Utility. See Appendix A – Ex 2 for a description of the property import template definition
- Custom Fields will only be created if needed to accommodate existing data

-
- d. Delivered Roles will be used; custom roles will not be configured. See Appendix A – Ex 3 for a list of delivered roles and their associated privileges.

2. Resource Assumptions

- a. STR will train up to two (2) Site Administrators and up to three (3) other staff Standard Users; the Site Administrators will train any other staff or external users
- b. Work will be done on-site at the Riverside offices in Riverside, CA
- c. When STR is on site, we will need a workspace with internet access, projector, white board or flip chart so the team can work collaboratively; the Riverside Site Administrator will need a laptop/workstation; STR resources will work on their own laptops

3. Customer Resource Expectations

a. The Executive Sponsor

- i. Will be available on an as needed basis for the duration of the project, to help arbitrate decisions, clarify Riverside's vision, and participate in risk mitigation discussions, if needed

b. The Site Administrator(s)

- i. Will be able to devote 70% of their time, per week, for the duration of the project
- ii. Understands Riverside's policies and procedures, and can represent programmatic knowledge and understanding of current work processes or can draw on other users to provide subject matter input when needed
- iii. Understands Riverside's property data and has the ability, or the ability to secure other resources, to extract the data from existing systems
- iv. Is able to make decisions regarding system usage and configuration
- v. Is able, willing, and available to mentor/train staff on how to use the system going forward
- vi. Will be responsible for documenting and disseminating any internal procedures related to *ePropertyPlus* usage

c. The End User

- i. Will be able to devote up to 5% of their time, over the first two (2) weeks of the project, to provide input as needed to configuration and/or work process discussions
- ii. Will be able to devote up to 15% of their time, during the last two (2) days of the project, to participate in User Training

4. Customer Technical Expectations:

- b. Customer will have reliable internet access
- c. Customer needs to ensure it has correct browsers loaded on computers before the project begins. *ePropertyPlus* is compatible with the following browsers:
 - i. Google Chrome
 - ii. Mozilla Firefox
 - iii. Microsoft Edge

Note: Best performance is achieved with Google Chrome or Mozilla Firefox

Schedule of Activities

	Day1	Day2	Day3	Day4
Week1	<ul style="list-style-type: none">Onboarding Schedule FinalizationCore Configuration/Data Initialization	<ul style="list-style-type: none">Project KickoffCore Configuration/Data Initialization	<ul style="list-style-type: none">Core Configuration/Data Initialization	<ul style="list-style-type: none">Core Configuration/Data Initialization
Week2	<ul style="list-style-type: none">Advanced Configuration/Data Initialization	<ul style="list-style-type: none">Advanced Configuration/Data Initialization	<ul style="list-style-type: none">Advanced Configuration/Data Initialization	<ul style="list-style-type: none">Advanced Configuration/Data Initialization
Week3	<ul style="list-style-type: none">Advanced Configuration/Data Initialization	<ul style="list-style-type: none">Advanced Configuration/Data Initialization	<ul style="list-style-type: none">Advanced Configuration/Data Initialization	<ul style="list-style-type: none">Advanced Configuration/Data Initialization
Week4	<ul style="list-style-type: none">Advanced Configuration/Data Initialization	<ul style="list-style-type: none">Advanced Configuration/Data InitializationReport Writing Training	<ul style="list-style-type: none">Usage Training- FundamentalsUsage Training – Transactions	<ul style="list-style-type: none">Usage Training – Transactions

Pricing**Onboarding Service Fee**

The Onboarding Service is a fixed price, fixed duration scope not to exceed four (4) work weeks. The onboarding service start date will be confirmed upon receipt of this signed and duly executed agreement and as determined based on Customer and *ePropertyPlus* consultant schedule availability. The total price for this service is 34,500.00

User Subscription Fees

Description: STR will provide the specified users within the Customer organization with *ePropertyPlus* application hosting, data storage, management and security, and access to and use of <https://riverside.epropertyplus.com>. External users (e.g. property applicants, service providers, and vendors) will not be considered part of the specified user number

Service Term: The duration of the User Subscription Service is for a 12-month period with annual renewals thereafter. The User Subscription start date begins at the conclusion of the Subscription Onboarding term described above. STR will provide a written confirmation of the actual User Subscription Start Date.

Number of Specified Users: Five (5) Named Standard Users with corresponding roles/privileges will be defined in the Onboarding effort.

Price: The annual User Subscription Service fee is **\$15,000.00**. The fee is based on monthly periods that begin on the Subscription start date and each monthly anniversary thereafter for the 12-month Service Term. Customer will pay the User Subscriber Service Fee in advance on an annual basis (**\$15,000/year**). Should the number of Specified Users during the Service Term exceed the five (5) specified in this Order Form, an additional fee will be assessed, based on the current *ePropertyPlus* tiered monthly fee model below:

Monthly Fee/Standard User	Monthly Fee/Light User	External Users
\$150.00	\$37.50	Unlimited

Each additional Specified User will be charged starting with the monthly period in which the new Specified User was identified and continuing through the remaining monthly periods of the Service Term. This additional fee will also be paid in advance on a quarterly basis.

II. VALUE ADDED SERVICES

Within 24 months of implementing *ePropertyPlus* for Subscriber STR will provide the capability to integrate *ePropertyPlus* with Microsoft ADFS (Active Directory Federation Services). There will be a configuration page that will allow site administrators to provide the Microsoft ADFS integration configuration/setup. Once the integration configuration/setup is completed and ADFS-based authentication is activated, *ePropertyPlus* will utilize Microsoft ADFS for user authentication for all *ePropertyPlus* users. Upon successful authentication, *ePropertyPlus* will rely on roles defined within *ePropertyPlus* for authorization.

Invoices and Payments

STR shall submit all invoices to the designated payment office for this Agreement, which shall be, unless STR receives written notification to the contrary, the following:

City of Riverside
3900 Main St.
Riverside, CA 92522
ATTN: 3rd Floor Admin/Fiscal

STR shall issue invoices for amounts specified above. Prices shown are in U.S. Dollars unless otherwise noted. All invoices shall be due and payable in U.S. Dollars within thirty (30) calendar days of the date of invoice except as otherwise agreed. Payments shall be sent to the following account:

STR.GRANTS, L.L.C.
3975 Fair Ridge Drive
Suite 425 North
Fairfax, VA 22033

ACH Wires:

Bank: BB&T Bank
ABA#: 056005318
Account No: 0000151988628

All payments will be clearly marked with the invoice number received from STR.


Taxes/Duties

Applicable taxes/duties, if any, are in addition to the costs in Appendices A and shall be paid in full by the Customer. This includes any sales, use, or value-added taxes; any import duties or tariffs; and any tax levied by a government other than that of the USA or a state or local government within the USA based on the income or payroll of STR or the income of any STR

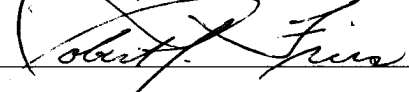
non-resident employee or contractor (either of which Customer requests to work outside the USA beyond the applicable time threshold).

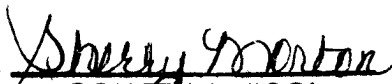
IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED AND DELIVERED BY THEIR DULY AUTHORIZED OFFICERS, ALL AS OF THE DATE FIRST HEREIN ABOVE WRITTEN.

SUBSCRIBER:


By: 
Name: Moises Lopez
Deputy City Manager
Title: _____
Date: 12/28/2018


STR.GRANTS, L.L.C.:

By: 
Name: Robert J. Fries
Title: CFO
Date: 12/11/2018

Attest: 
COLLEEN J. NICOL
City Clerk

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
Chief Financial Officer / City Treasurer

Approved as to Form
By: 
Rosemary Koo
Senior Deputy City Attorney

APPENDIX A – EX 1

ONBOARDING FRAMEWORK

We believe that the fastest path to realizing a return on investment is to get our customers up and running as soon as practical. Our approach balances this need for rapid deployment with the checks and balances needed to introduce new technology into an organization in the most efficient and effective manner.

Our onboarding framework, described in detail below, is designed to help you understand your options and to help you make the configuration and usage decisions that are right for your organization, right now. Since *ePropertyPlus* is designed to grow with an organization and can easily be adapted to support changing business processes, not all decisions need to be made and not all data needs to be loaded before you can get up and running.

Our job is to help you make decisions now that won't box you in later. We will focus on the critical processes and data needed to get you up and running and make sure your staff has the knowledge and hands-on experience needed to successfully manage, adapt, and use *ePropertyPlus* at the completion of the process.

Onboarding Planning

Onboarding Planning is a critical first step in the delivery of the *ePropertyPlus* solution. It includes the discovery activities that ensure the proper identification of key project activities, milestones, and resource allocation. It is during this stage that the understanding of project scope, deliverables, and schedule is established, finalized, and agreed to. The Onboarding Planning step is comprised of the following activities:

Data & Process Validation

- The Site Administrator and other customer staff, as designated by the Site Administrator, provide an in-depth walkthrough of customer data and processes. This allows the Onboarding Lead to better understand the needs of the customer in detail and to identify the specific configuration, data initialization, and training activities that will be needed. It also provides an opportunity to assess the nature, availability, and quality of the data to be loaded.
- The Onboarding Lead provides an in-depth demonstration of *ePropertyPlus*. This allows the Site Administrator to gain a solid understanding of the key features and processing options within *ePropertyPlus* so that they can effectively make configuration, data initialization, and training decisions.

Scope Review & Validation

- Using information from the contract between STR and the customer as well as knowledge gained from the Data & Process Validation activity, the Site Administrator and Onboarding Lead will update and finalize the detailed Project Scope. This includes confirming which business processes will be implemented, the *ePropertyPlus* components to configure, how usage training and support will be handled, and how individual data sets will be initialized.

Activity Planning

- Based on the finalized Project Scope, the Onboarding Lead and Site Administrator put together a high-level schedule of the key activities per stage and milestone dates for when key data must be made available. They also identify what additional

customer and/or STR resources may need to participate in project activities and when they will be needed.

Project Kickoff

- The Onboarding Lead and Site Administrator conduct a meeting with key stakeholders in order to introduce them to *ePropertyPlus* and to inform them of the agreed to scope, objectives, and timeline.
- The Onboarding Lead provides an in-depth demonstration of *ePropertyPlus* so that all stakeholders understand the capabilities of the software and have some context of the solution prior to participating in project activities.

Configuration & Data Initialization

During this step, the Site Administrator and Onboarding Lead work together to make the detailed configuration and data initialization decisions needed to support the customer's data and processing requirements. As decisions are made, they continue working together to configure the system and load the data needed to begin using *ePropertyPlus*.

Requirements are mapped, usage decisions are made, and changes to delivered configuration and reference data setup are identified. Business process owners and subject matter experts are included in these sessions as needed.

While Configuration and Data Initialization are separate activities, they are performed somewhat in parallel since configuration is a pre-requisite to loading data. We take an iterative approach to these activities, meaning that as each major component is configured, associated data is loaded and validated before moving on to another component.

Configuration scenarios and test data loads are done in the Sandbox (SBX) sites that come with each *ePropertyPlus* subscription. This allows us to model processing options, validate that the system is configured the way it should be, and to validate that data is structured correctly before configuring Production (PRD) sites.

Core Configuration

- Out of the box configurations, where they exist, are reviewed and decisions are made as to whether to use as delivered or whether the configuration needs to be modified.
- Once decisions are made, the system is configured accordingly.

Core Data Initialization

- Data is mapped and transformed for loading into *ePropertyPlus*.
- Data is loaded into *ePropertyPlus* using a combination of *ePropertyPlus* Import Utilities and on-line entry, whichever is deemed most appropriate for the specific data set. For example, it doesn't make sense to use an Import Utility to create one or two Property records. Those records would be created using the on-line Create Property action. Conversely, it doesn't make sense to manually create hundreds of Property records. Those records would be created using the Property Import Utility.
- We make sure that the right balance is struck so that the Site Administrator knows how to create records on-line as well as via an import.

Advanced System Configuration

- Once core data components have been configured and core property data has been loaded, configuration of the remaining system components takes place.

-
- These include configuring the transaction types, workflows, document templates, budget accumulators, and property map visualizations needed to meet process requirements.

Deployment

During this final step, end users are trained and final production configuration is completed. Once training is completed, the system is considered live and in productive use.

Production Site Finalization

- Production site configuration is completed, final data imports are run, and production user accounts are created.

Administrator Training

- Training begins during Configuration & Data Initialization, with the Site Administrator shadowing the Onboarding Lead. As *ePropertyPlus* is configured and data is loaded, the Site Administrator learns how to configure, administer and use the system so that control of the customer sites can be transferred with ease at the end of the project. This is achieved through a mentoring model where we guide and “teach as we do”, and the Site Administrator learns by doing.
- During the Deployment step, the Site Administrator is trained on creating ad-hoc queries and reports. The reports created during this training are then used during User Training. This is hands-on, mentoring training. It is also during this stage that the Site Administrator is trained on importing transactions, if needed. This is also hands on, mentoring training.

User Training

- On-site, instructor-led User Training is conducted by the Onboarding Lead and the Site Administrator. The Onboarding Lead advises, demonstrates, and walks users through “how to do” from a system perspective. The Site Administrator advises and instructs on customer policies, procedures, and the usage/data decisions made during implementation.
- User training first focuses on *ePropertyPlus* Fundamentals such as logging in, viewing, searching, and exporting data. Users are then shown how to process transactions and run reports and practice doing this by entering examples of existing work and/or process scenarios into the customer’s *ePropertyPlus* Sandbox site.
- As users complete their training, they begin using the customer’s *ePropertyPlus* Production site to process their work.

APPENDIX A – EX 2

PROPERTY IMPORT TEMPLATE DEFINITION

Import Utilities are used to enter legacy system data into *ePropertyPlus*. Your data is validated as it is being processed and records that can't be imported due to validation errors or duplicates are skipped. Result details are presented in the Import Task Details page where you can see what rows were successfully imported and what rows failed and why.

The Property Import Utility uses a formatted Excel Workbook as the data source and allows for importing the following data:

Type of Data	Import Template Tab	Pre-Requirements
Property Profile	PropertyDescription	<ul style="list-style-type: none"> Property Owner and Property Manager party records must exist Property Reference Data must exist Property Custom Fields must exist
Structures	PropertyStructure	<ul style="list-style-type: none"> Property record must exist Property Structure Reference Data must exist

PropertyDescription Import Template Tab Definition

The PropertyDescription tab is used to create property records and related profile/descriptive information. Only required columns need to be populated but, if possible, you should enter as much property data as you can; the more data you import, the more complete your property profiles will be and the less updating you will have to do via the user interface or additional update imports.

Field	Req	Type	Validation	Comments
Parcel Number	Yes	Text		Parcel number must be unique but may be of any format
Property Status	Yes	Text	RefData.Property Status	<p>If a Property Status is not provided, then the default value of "New" will be used. Property Status is a system field with the following values:</p> <p>New, Target, Evaluation in Process, Acquisition in Process, Acquired, Disposition in Process, Disposed, Compliance Monitoring, Reserved, Retired</p> <p>Customer can also define their own values</p>

Field	Req	Type	Validation	Comments
Property Class	Yes	Text	RefData.Property Class	If a Property Class is not provided, then the default value of "Not Classified" will be used. Property Class is a system field with the following values: Agricultural Improved, Agricultural Vacant, Industrial Improved, Industrial Vacant, Residential Improved, Residential Vacant, Commercial Improved, Commercial Vacant, Not Classified Customer can also define their own values Must have at least one owner. If you want to import more than one Owner of a Parcel, use the pipe " " separator between values. For example, bbx123 def133. Typically the street address Typically used for suite, unit, or apartment numbers Label can be changed Values defined by customer. Label can be changed List of US States and Territories is delivered with system
Owner Party External System Id	Yes*	Text		
Property Address.Address1	Yes	Text	Up to 256 characters allowed	
Property Address.Address2	No	Text	Up to 256 characters allowed	
Property Address.City	Yes	Text	Up to 256 characters allowed	
Property Address.County	Yes	Text	RefData.County	
Property Address.State	Yes	Text	RefData.State	
Property Address.Postal Code	Yes	Text		
Property Manager Party External System Id	Yes*	Text	Party.Party Number with Function = Property Manager	Can only have one value; multiple Property Managers not supported
Available	No	Text	RefData.YES_NO	Indicates whether or not the property is available for disposition or lease. Valid values are: Yes, Y, No, N
Foreclosure Year	No	Text	Must be 4 digit whole number entered as text (2013)	Year foreclosed

Field	Req	Type	Validation	Comments
Inventory Type	No	Text	RefData.Inventory Type	Values defined by customer
Legal Description	No	Text	Up to 5000 characters allowed	
Listing Comments	No	Text	Up to 500 characters allowed	Listing comments are used to note information about the property that you want to display to the public on the Applicant Public Site
Maintenance Manager Party External System Id	No	Text	Party.Party Number with Active Function = Maintenance Manager AND Party.Party Status = Active	Can either use Maintenance Manager Party Number or, if it exists, the External System Id for the Maintenance Manager record. Use one or the other, not both.
Square Footage	No	Text	Can be fractional numbers entered as text (1.432)	Label can be changed
Parcel Length	No	Text	Must be whole number entered as text (50)	
Parcel Width	No	Text	Must be whole number entered as text (100)	
Published	No	Text	RefData.YES_NO	Set to "Yes" if you want the property to display on your ePropertyPlus Public Site; Set to "No" if you do not want it to display. Valid values are: Yes, Y, No, N
Tags	No	Text	SystemTagsProperty.Tag	Must be an active Property tag
Latitude	No	Text	Must be fractional amount formatted as text	Property's North/South coordinate (Y axis). Latitude must be between -90 and 90 degrees (i.e. 42.3081172217)
Longitude	No	Text	Must be fractional amount formatted as text	Property's East/West coordinate (X axis). Longitude must be between -180 and 180 degrees (i.e. -85.593306139)

Field	Req	Type	Validation	Comments
Parcel Boundary	No	Text		The polygon geometry of the parcel, expressed in Well Known Text (WKT) format. Must be a polygon or a multi-polygon: POLYGON((-85.5851406548795 42.3087821286838,-85.5851427990565 42.3088986846467,-85.5855087456663 42.3089021206125,-85.5855062385683 42.3087846555529,-85.5851406548795 42.3087821286838)) MULTIPOLYGON(((-85.5851406548795 42.3087821286838,-85.5851427990565 42.3088986846467,-85.5855087456663 42.3089021206125,-85.5855062385683 42.3087846555529,-85.5851406548795 42.3087821286838)))
Census Tract	No	Text	RefData.Census Tract	Values defined by customer. Label can be changed
Congressional District	No	Text	RefData.Congressional District	Values defined by customer. Label can be changed
Legislative District	No	Text	RefData.Legislative District	Values defined by customer. Label can be changed
Local District	No	Text	RefData.Local District	Values defined by customer. Label can be changed
Neighborhood	No	Text	RefData.Neighborhood	Values defined by customer. Label can be changed
School District	No	Text	RefData.School District	Values defined by customer. Label can be changed
Voting Precinct	No	Text	RefData.Voting Precinct	Values defined by customer. Label can be changed
Zoned As	No	Text	RefData.Zoned As	Values defined by customer
Acquisition Amount	No	Text		Amount paid to acquire the property
Acquisition Date	No	Date	mm/dd/yyyy (04/22/2013)	Date property was acquired.
Acquisition Method	No	Text	RefData.Acquisition Method	How the property was acquired. Values defined by customer
Sold Amount	No	Text		Amount property was disposed for
Sold Date	No	Date	mm/dd/yyyy (04/22/2013)	Date property was disposed
Actual Disposition	No	Text	RefData.Disposition Method	How the property was actually disposed. Values defined by customer

Field	Req	Type	Validation	Comments
Asking Price	No	Text		Amount being asked for buyers to pay for the property. Label can be changed
Assessment Year	No*	Text	Must be 4 digit whole number entered as text (2013)	* The import routine lets you populate these fields independently to make updates easier but this field is paired with the Current Assessment field online. Users will not be able to save updates to Value/Pricing online if Assessment Year is blank AND there is a value for Current Assessment/Assessed Value
Current Assessment	No	Text		Year of latest assessment. Label can be changed
Minimum Bid Amount	No	Text		Latest assessed value. Label can be changed
Block Condition	No	Text	RefData.Block Condition	Label can be changed
Brush Removal	No	Text	RefData.YES_NO	Indicates the overall condition of the block/area the property is located in. Values defined by customer
Cleanup Assessment	No	Text	RefData.Cleanup Assessment	Indicates whether or not there is brush/overgrowth that needs to be removed. Valid values are: Yes, Y, No, N
Demolition Needed	No	Text	RefData.YES_NO	Indicates the level of cleanup (brush removal, mowing, trash removal, etc) required to make the property presentable. Values defined by customer
Environmental Cleanup Needed	No	Text	RefData.YES_NO	Indicates whether or not demolition is needed. Valid values are: Yes, Y, No, N
Market Condition	No	Text	RefData.Market Condition	Indicates whether or not environmental/HAZMAT cleanup is needed. Valid values are: Yes, Y, No, N
				Condition of the housing market where the property is located. Values defined by customer

Field	Req	Type	Validation	Comments
Potential Use	No	Text	RefData.Property.Potential Use	If you want to import more than one Potential Use, use the pipe " " separator between values. Values defined by customer. Label can be changed
Property Condition	No	Text	RefData.PropertyCondition	Overall condition of the property (land and buildings). Values defined by customer
Property of Interest	No	Text	RefData.YES_NO	Indicates whether or not the property is one that is of interest to acquire
Quiet Title	No	Text	RefData.YES_NO	Indicates whether or not Quiet Title has been received. Valid values are: Yes, Y, No, N
Rehab Candidate	No	Text	RefData.YES_NO	Indicates whether or not property could be rehabbed. Valid values are: Yes, Y, No, N
Target Disposition	No	Text	RefData.Disposition Method	How the property is planned to be disposed. Values defined by customer
Trash Removal	No	Text	RefData.YES_NO	Indicates whether or not there is trash that needs to be removed. Valid values are: Yes, Y, No, N
Property Custom Fields				<i>If you have configured a Property Custom Field Layout, when you download the Property Import Template, the system will automatically create those columns in the template. The field name will be preceded by "Custom." The column header will be highlighted in yellow for any custom fields set to required in the Property Custom Field Layout page. All Property Custom Field Types with the exception of File Upload and HTML will be included in the template.</i>

PropertyStructure Import Template Tab Definition

The PropertyStructure tab is used to import structure information about your properties. For each structure associated with a Property, you will create a unique row in the template. For example, if a property has 3 structures, you will create three separate rows (one for each structure) using the same Parcel Number for each row.

Field	Req	Type	Validation	Comments
Parcel Number	Yes	Text		Parcel number must exist
Structure Type	Yes	Text	RefData.Structure Type	Can insert as many structures as needed per Parcel. Insert one row in PropertyStructure tab for each unique structure
Year Built	No	Text	Must be 4 digit whole number entered as text (2013)	
Exterior Type	No	Text	RefData.Exterior Type	Indicates the materials that the structure exterior is made of. Values defined by subscriber
Roof Type	No	Text	RefData.Roof Type	Indicates the materials that the structure roof is made of. Values defined by subscriber
Structure Square Footage	No	Text	Must be whole number entered as text (1148)	
Number of Units	No	Text	Must be whole number entered as text (2)	
Number of Stories	No	Text	Must be whole number entered as text (1)	
Number Rooms	No	Text	Must be whole number entered as text (7)	
Number Bedrooms	No	Text	Must be whole number entered as text (3)	
Number Full Baths	No	Text	Must be whole number entered as text (2)	
Number Half Baths	No	Text	Must be whole number entered as text (1)	

Field	Req	Type	Validation	Comments
Basement	No	Text	RefData.YES_NO	Indicates whether or not the structure has a basement. Valid values are: Yes, Y, No, N
Basement Square Footage	No	Text	Must be whole number entered as text (1148)	
Garage	No	Text	RefData.YES_NO	Indicates whether or not the property has a garage. Valid values are: Yes, Y, No, N
Garage Square Footage	No	Text	Must be whole number entered as text (225)	
Occupied	No	Text	RefData.Occupied	Indicates whether or not the property is occupied. Values defined by subscriber
Structure Condition	No	Text	RefData.Structure Condition	Indicates condition of the subscriber. Values defined by subscriber
Fire Damage	No	Text	RefData.YES_NO	Indicates whether or not the structure has fire damage. Valid values are: Yes, Y, No, N
Boarding Required	No	Text	RefData.YES_NO	Indicates whether or not boarding is required. Valid values are: Yes, Y, No, N
Electric On	No	Text	RefData.YES_NO	Indicates whether the electricity is on. Valid values are: Yes, Y, No, N
Gas On	No	Text	RefData.YES_NO	Indicates whether the gas is on. Valid values are: Yes, Y, No, N
Water On	No	Text	RefData.YES_NO	Indicates whether the water is on. Valid values are: Yes, Y, No, N

APPENDIX A – EX 3 ROLES AND PRIVILEGES

Roles

Roles are collections of privileges that determine what menu options, pages, tabs, buttons, and actions a user can access. Roles are assigned to User Accounts **ePropertyPlus** is delivered with the following Roles:

Role	Access
Administrator	Can perform all ePropertyPlus functions
Party Administrator	Can manage parties, user accounts and notes
Property Manager	Can manage properties, programs, projects, services, and applications
Program Manager	Can can perform subset of property management functions; can manage programs, projects, services, and applications
Project Manager	Can can perform subset of property management functions; can manage projects, services, and applications
Service Manager	Can can perform subset of property management functions; can manage services; can view programs, projects, and applications
Staff User	Can manage applications, can view properties, programs, projects, services, and notes
Light User	Can view property dashboard, properties, programs, projects, services, financials, parties, and applications (including attachments)
Light User with Notes	Can view property dashboard, properties, programs, projects, services, financials, parties, and applications and can add property notes
Service Provider	Can view assigned services; update results on assigned services; add notes and attachments on assigned services Can only be assigned to a Service Provider Subscription Type
Service Coordinator	Can view assigned services; update results on assigned services; add notes and attachments on assigned services Can only be assigned to a Service Provider Subscription Type
Report Creator	Can create Reports and Ad-Hoc Views

Role	Access
Report User	Can run Reports and Ad-Hoc Views
User	Special system role that is automatically assigned to all user accounts; allows user to log on but has no ability to view any data or perform any functions. See Managing User Accounts for more information
Application Proxy	Can take application workflow actions without needing to be explicitly assigned to an application
Service Proxy	Can take service workflow actions without needing to be explicitly assigned to a service

Privileges

A Privilege is a right to perform a particular action on a particular *ePropertyPlus* component. Each Privilege belongs to one or more Subscription Types and can be assigned to one or more Roles. The following matrix shows the Role(s) each Privilege is assigned to:

Privilege Name	Subscription Type(s)	Administrator	Party Admin	Property Manager	Program Manager	Project Manager	Service Manager	Staff User	Light User	Light User Notes	Service Provider	Service Coordinator	Report Creator	Report User	Application Proxy	Service Proxy
Applicant-Can Add and Edit Any Notes	Standard	X														
Applicant-Can Add and Edit Own Notes	Standard	X		X	X	X		X								
Applicant-Can Add Attachments	Standard	X		X	X	X		X								
Applicant-Can Create Applicants	Standard	X		X	X	X		X								
Applicant-Can Delete Any Attachments	Standard	X														
Applicant-Can Delete Any Notes	Standard	X														
Applicant-Can Import Applicants	Standard	X														
Applicant-Can View Applicants	Light, Standard	X		X	X	X	X	X	X	X						
Application-Can Add and Edit Any Notes	Standard	X														
Application-Can Add and Edit Own Notes	Standard	X		X	X	X		X								
Application-Can Add Attachments	Standard	X		X	X	X		X								
Application-Can Configure Applications	Standard	X														
Application-Can Create Applications	Standard	X		X	X	X	X	X								

Privilege Name	Subscription Type(s)	Administrator	Party Admin	Property Manager	Program Manager	Project Manager	Service Manager	Staff User	Light User	Light User Notes	Service Provider	Service Coordinator	Report Creator	Report User	Application Proxy	Service Proxy
Application-Can Delete Any Attachments	Standard	x														
Application-Can Delete Any Notes	Standard	x														
Application-Can Edit Applications	Standard	x		x	x	x		x								
Application-Can Import Applications	Standard	x														
Application-Can View Applications	Light, Standard	x		x	x	x	x	x	x	x						
Budget Accumulator-Can Add and Edit Budget Accumulators	Standard	x														
Budget Accumulator-Can View Budget Accumulators	Light, Standard	x		x	x	x	x		x	x						
Party-Can Add and Edit Any Notes	Standard	x	x													
Party-Can Add and Edit Own Notes	Standard	x	x	x	x	x	x									
Party-Can Add Attachments	Standard	x	x	x	x	x	x									
Party-Can Administer User Account	Standard	x														
Party-Can Bulk Edit Parties	Standard	x	x													
Party-Can Create Organizations	Standard	x	x	x			x									
Party-Can Create Person	Standard	x	x	x			x									
Party-Can Create User Account	Standard	x														
Party-Can Deactivate and Reactivate Organization	Standard	x	x													
Party-Can Deactivate and Reactivate Person	Standard	x	x													
Party-Can Delete Any Attachments	Standard	x	x													
Party-Can Delete Any Notes	Standard	x	x													
Party-Can Edit Organization	Standard	x	x	x	x	x										
Party-Can Edit Person	Standard	x	x	x	x	x										
Party-Can Import Party Data	Standard	x														
Party-Can View Organization	Light, Standard	x	x	x	x	x	x		x	x						
Party-Can View Parties	Light, Standard	x	x	x	x	x	x	x	x	x						

Privilege Name	Subscription Type(s)	Administrator	Party Admin	Property Manager	Program Manager	Project Manager	Service Manager	Staff User	Light User	Light User Notes	Service Provider	Service Coordinator	Report Creator	Report User	Application Proxy	Service Proxy
Party-Can View Person	Light, Standard	x	x	x	x	x	x	x	x	x						
Program-Can Add and Edit Any Notes	Standard	x														
Program-Can Add and Edit Own Notes	Standard	x		x	x	x										
Can Add Attachments	Standard	x		x	x	x										
Program-Can Create Programs	Standard	x		x	x											
Program-Can Create Projects	Standard	x		x	x											
Program-Can Delete Any Attachments	Standard	x														
Program-Can Delete Any Notes	Standard	x														
Program-Can Edit Programs	Standard	x		x	x	x										
Program-Can Edit Projects	Standard	x		x	x	x										
Program-Can View Program	Light, Standard	x		x	x	x	x	x	x	x						
Property-Can Activate/Inactivate Property	Standard	x														
Property-Can Add and Edit Any Notes	Standard	x														
Property-Can Add and Edit Own Notes	Standard	x		x	x	x	x	x		x						
Property-Can Add and Edit Property Tags	Standard	x		x												
Property-Can Add Attachments	Standard	x		x	x	x	x	x								
Property-Can Assign Property Manager	Standard	x		x												
Property-Can Bulk Edit Properties	Standard	x		x												
Property-Can Create Property	Standard	x														
Property-Can Delete Any Attachments	Standard	x														
Property-Can Delete Any Notes	Standard	x														
Property-Can Edit Parcel Number	Standard	x														
Property-Can Edit Properties	Standard	x		x	x	x	x									
Property-Can Import Properties	Standard	x														
Property-Can Manage Bundles	Standard	x		x												
Property-Can Manage Image Gallery	Standard	x		x	x	x	x	x								

Privilege Name	Subscription Type(s)	Administrator	Party Admin	Property Manager	Program Manager	Project Manager	Service Manager	Staff User	Light User	Light User Notes	Service Provider	Service Coordinator	Report Creator	Report User	Application Proxy	Service Proxy
Property-Can Publish/Unpublish Properties	Standard	X														
Property-Can Split/Merge Parcels	Standard	X														
Property-Can View Properties	Light, Standard	X		X	X	X	X	X	X	X						
Property-Can View Property Dashboard	Light, Standard	X		X	X	X	X	X	X	X						
Reports-Can Create Adhoc Reports	Standard			X									X			
Reports-Can View Reports	Standard												X	X		
Security-Can Administer Roles and Users	Standard	X														
Security-Can View Roles and Users	Standard	X	X													
Service-Can Add and Edit Any Notes	Standard	X														
Service-Can Add and Edit Own Notes	Service Provider, Standard	X		X	X	X	X				X	X				
Service-Can Add and Edit Service Tags	Standard	X					X									
Service-Can Add Attachments	Service Provider, Standard	X		X	X	X	X				X	X				
Service-Can Bulk Edit Services	Standard	X					X									
Service-Can Create Services	Standard	X		X	X	X	X									
Service-Can Delete Any Attachments	Standard	X														
Service-Can Delete Any Notes	Standard	X														
Service-Can Edit Service Financials	Standard	X		X	X	X	X									
Service-Can Edit Services	Standard	X		X	X	X	X									
Service-Can Import Services	Standard	X														
Service-Can Report Internal Service Results	Standard	X		X	X	X	X									
Service-Can Report Service Results	Service Provider,	X		X	X	X	X				X	X				

Privilege Name	Subscription Type(s)	Administrator	Party Admin	Property Manager	Program Manager	Project Manager	Service Manager	Staff User	Light User	Light User Notes	Service Provider	Service Coordinator	Report Creator	Report User	Application Proxy	Service Proxy
	Standard															
Service-Can View My Services	Service Provider, Standard	X									X					
Service-Can View Organization Services	Service Provider, Standard	X										X				
Service-Can View Service Financials	Light, Standard	X		X	X	X	X	X	X	X						
Service-Can View Services	Light, Standard	X		X	X	X	X	X	X	X						
System-Admin User Privilege	Standard	X														
System-Can Act as Application Proxy	Standard	X													X	
System-Can Act as Service Proxy	Standard	X														X
System-Can Add and Edit Map Layers and Visualizations	Standard	X														
System-Can Create Document Template	Standard	X		X												
System-Can Edit Checklists	Standard	X		X	X	X	X									
System-Can Generate Documents	Standard	X		X			X									
System-Can Import Reference Data	Standard	X														
System-Can Search Notes	Standard	X	X	X	X	X	X	X								

EXHIBIT A

SUPPORT AND SERVICE LEVEL AGREEMENT

SUPPORT

STR shall (i) provide basic support (Monday through Friday 9am - 5pm Eastern time) for the User Subscription Service at no additional charge (ii) use commercially reasonable efforts to make the User Subscription Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which STR shall give at least 8 hours' notice, and which STR shall schedule to the extent practicable during the weekend hours or from 6:00pm to 3:00 am Monday through Friday) Eastern time, or (b) any unavailability caused by circumstances beyond STR's control, including, without limitations, acts of God, acts of government, civil unrest, acts of terror, strikes or other labor problems (other than those involving STR employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Website Services only in accordance with applicable laws and government regulations.

Each Subscriber's active users shall report all problems to *ePropertyPlus* Support via the on-line problem reporting facility of <https://riverside.epropertyplus.com> or, if the website is down, via support@epropertyplus.com. Said communications are to be continuously attended by STR during the Coverage Window described above

The Subscriber will establish internal processes to share best practices, how-to use the software, and known issues among their users and encourage such knowledge sharing before individual users contact *ePropertyPlus* Support. It is expected that each individual, active user, will log questions and report problems on their own behalf.

The Subscriber will also designate an internal point of contact for support of external Service Providers and Public Site Users. All inquiries from these constituent groups should be directed to this contact. Should an external Service Provider or Public Site User require assistance accessing the software or run into issues where the software isn't working properly, this internal point of contact will report those problems to ePropertyPlus Support on the Service Provider or Public Site User's behalf.

The Subscriber will use its best efforts to ensure that all defects and other requests for ad hoc support are channeled through these designated persons.

SERVICE LEVEL AGREEMENT

STR will provide an initial response to tickets within 90 minutes during business hours. Issues will be categorized under the following definitions to reflect a measure of severity:

- **Priority 1: Preventing use.** Represents a complete loss or outage of *ePropertyPlus* or a critical feature that is completely unavailable, and no workaround exists.
- **Priority 2: Making use more difficult.** A major function or feature is not operating as expected, affecting a business process, but normal business operations are not disrupted. A workaround may be available.
- **Priority 3: An annoyance.** Some loss of functionality, but no immediate business exposure. In most cases condition can be circumvented or avoided.

STR reserves the right to reclassify the priority level at any time if we believe the initial classification is incorrect. Reclassifications are almost exclusively used in situations where a ticket is submitted as Priority 1, but the situation contradicts the Priority 1 definition – usually a non-production set-up issue, or how-to question. STR team members may also increase the priority level if the situation is deemed to be more urgent than originally reported.

The service levels associated with the priority classification are as shown in the table below:

	Priority 1	Priority 2	Priority 3
Helpdesk Availability	9 am – 5 pm EST M-F, excluding holidays		
Average Speed of Answer* (email)	≤ 90 mins	≤ 90 mins	≤ 90 mins
Time to Problem Identification	≤ 8 hours	≤ 2 business days	≤ 3 business days
Time to Problem Resolution (or workaround as needed)	With customer input Target 1 day	With customer input Target 5 business days	With customer input Target TBD (to include inclusion in future release)

*Answer is defined as initial reply that the ticket has been received, it has been assigned, and someone is researching.

EXHIBIT B

ePropertyPlus Sandbox Environment Addendum

BACKGROUND:

Subscribers have approached STR regarding the need for a non-production environment where they can:

1. experiment with new processes and configurations as their business changes, before implementing these changes in the production environment;
2. enter test and/or training scenarios/transactions after go live;
3. experiment with using new software features before doing so in their production environment

In response to these requests, STR is providing an *ePropertyPlus* Sandbox Environment (“Sandbox”), which allows Subscribers to run programs inside the Sandbox on a 'one-off' basis. The Sandbox allows the Subscriber to run the program in an isolated space, which allows for experimentation with configuration options while preventing Users from making permanent changes to Subscriber's production version of *ePropertyPlus*. This is helpful to test and experiment with the behavior of new processes and features.

STR's USE TERMS AND LIMITATIONS:

1. The *ePropertyPlus* Sandbox Addendum (the “Addendum”) is coterminous with the underlying Master Subscription Agreement.
2. The Sandbox is meant to test imports, configuration, and new processes. It is not meant to be a back-up or replication of the production environment.
3. STR does not provide Support, online help, or Back-up for the Sandbox.
4. There are no “up-time” guarantees. The Sandbox can go down for maintenance at any time.
5. STR will create a Sandbox site using visual indicators in the site settings to give Subscriber an indication that its Users are in the Sandbox and not the Production environment.
6. Sandbox will be updated with code from new Releases.
7. Features/Data Restrictions:
 - a. Reporting – slower performance
 - b. GeoCode – limited to 10 at a time

SUBSCRIBER's RESPONSIBILITIES:

1. Subscriber is responsible for the configuration and loading of data.
2. The Sandbox cannot be used for Production purposes. If it is determined that Subscriber is using the Sandbox as an alternate Production environment, STR reserves the right to discontinue the Subscriber's *ePropertyPlus* Subscription Service, or charge the Subscriber for said use.
3. Subscriber uses the Sandbox at its own risk. STR will create a site using visual indicators in the site settings to give Subscriber indication that its Users are in the Sandbox and not the Production environment.

December 14, 2018



Mr. Steve Coffey
City of Riverside
City Hall
Riverside, CA 92522

Dear Steve:

STR.GRANTS, L.L.C. ("STR.GRANTS") is a limited liability company. Owners of an LLC are called Members. The Members of STR.GRANTS include another LLC and Robert J. Fries. An Operating Agreement is a document that is agreed to by all of the Members and contains the internal rules and regulations that govern how an LLC will operate.

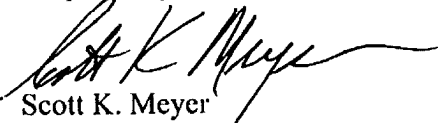
Article 7, Management, of the present STR.GRANTS Operating Agreement states, *"The conduct of the Company's business shall be vested solely in one or more managers of the Company ("Managers") as provided in this Section, who may also be given a title by the Company to reflect their status. The Initial Manager of the Company shall be Scott K. Meyer.*

Subparagraph 7.2, Authority of Managers further states, *"Any Manager, without the joinder of any other, shall have the full and exclusive power on the Company's behalf to manage its business and affairs and to do or cause to be done anything deemed necessary or appropriate for the Company's business..."*

Under the tenets of the present STR.GRANTS Operating Agreement I, as the Manager of the Company, give Robert J. Fries, a Member and Chief Financial Officer of the Company, the authority to sign the Master Subscription Agreement between the City of Riverside, California and STR.GRANTS.

Please feel free to contact me if you have any questions or concerns.

Respectfully,


Scott K. Meyer
President

OPERATING AGREEMENT

OF

STR.GRANTS, LLC

Effective as of January 1, 2006

**OPERATING AGREEMENT OF
STR.GRANTS, LLC**

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OPERATING AGREEMENT

The undersigned members (the "Members") agreed to the following Operating Agreement effective as of the 1st day of January, 2006.

RECITALS:

A. The Members desire to enter into an agreement (the "Agreement") to govern STR.GRANTS, LLC. (the "Company") to own certain property and transact certain business.

B. The Members desire to share in the risks, benefits, profits and losses of the Company's activities.

Article 1. Name

The Company's name is **STR.GRANTS, LLC**

Article 2. Principal Office, Etc.

2.1 Principal Office. The Company's principal office shall be that location specified in the Articles. All records that the Company is required to keep at a specified office shall be kept at the Company's principal place of business. The Company may change the Company's principal place of business to another location and add additional places of business.

2.2 Agent. The Company's registered agent for service of process and its registered offices shall be that person and location specified in the Articles. The Managers may change the Company's registered agent or office.

Article 3. Business

The Company is formed to engage in all business activities as may be lawfully conducted by a limited liability company under the laws of the Commonwealth of Virginia and under the laws of any other jurisdiction in which the Company may lawfully qualify to do business, including without limitation, acquisition, holding, development, subdivision, financing, leasing, selling and other disposition of the Property, for which purpose the Company may contribute the Property to another entity (including without limitation, a limited liability company) in exchange for an interest therein.

Article 4. Term

The Company began its existence on the date the Company's Articles became effective with the Virginia State Corporation Commission and shall continue perpetually unless dissolved in accordance with Article 14. This Agreement shall become effective on the date first stated above.

Article 5. Capital and Company Interests

5.1 Company Interests and Initial Capital Contributions. The names of the Members, the interests belonging to each of them ("Company Interest"), and the initial capital contributions of each Member are set forth on Schedule A.

5.2 Additional Capital. The Company shall generally operate in such a fashion and to the extent reasonably possible that the Members shall not be required to make additional capital contributions to the Company other than contributions deemed to have been made through the retention of earnings by the Company that are not distributed to the Members in any given year. In such event, the Members' Capital Accounts shall be adjusted accordingly. In the event the Managers determine that the Company requires additional funds to conduct its business, it shall be the Company's preference to seek financing from a bank or other financial institution or private lender, or to solicit loans under comparable terms from the Members. No Member shall be obligated to make such a loan. A Member's loan to the Company shall bear interest at the Prime Rate as of the date of the loan, or such other rate as the Members may unanimously agree; provided, however, such rate shall not be higher than the highest rate permitted between contracting parties under the usury laws of Virginia. To the extent that the Company requires additional funds in order to continue operations and is unable to obtain a loan for such funds with commercially reasonable terms, the Members shall meet and confer to discuss the alternative financing options, which may include the requirement to provide additional capital on such terms and conditions as the Members may mutually agree.

5.3 Capital Accounts. Each Member's Capital Account shall be adjusted as necessary to reflect the economic conditions of the Members. These adjustments shall include, but are not limited to, the following:

5.3.1 Adjustments to reflect each Member's distributive share of Company profits and losses, including capital gains and losses, and tax-exempt income;

5.3.2 Adjustments to reflect each Member's additional contributions to the Company;

5.3.3 Adjustments to reflect distributions made by the Company to each Member.

5.4 Loans. A Member's loan to the Company shall not be added to his or her Capital Account.

5.5 Amount of Contributions. The amount of a Member's contributions of property to the Company and of the Company's distributions of property to a Member, shall be reflected in the Member's Capital Account at the fair market value of the property on the date of the

contribution or distribution, reduced by any liabilities secured by that property, if those liabilities are treated under applicable federal income tax laws as being assumed by or taken subject to by the transferee.

5.6 No Interest Paid. A Member shall receive no interest on his or her capital contributions or Company Interest.

Article 6. Profits, Losses, and Cash Flow

6.1 Profits and Losses. The Company's net profits and losses (and each item of income, deduction, gain, loss, and credit that makes up net profits and losses) shall be computed in accordance with generally accepted accounting principles, consistently applied, and shall be allocated among the Members according to their respective Company Interests, or upon such other formula as they shall unanimously agree.

6.2 Assignment or Death. When a Member dies, retires, or assigns his or her Company Interest, profits and losses shall be allocated based on the number of days in that year during which each Member owned a Company Interest, or on any other reasonable basis selected by the Managers, as long as it is consistent with applicable laws and regulations.

6.3 Cash Flow. The Managers shall in their discretion cause the Company to distribute some or all of its Net Cash Flow at least annually. Members are advised that in order to assure that sufficient operating funds are available to the Company, the Managers may decide in their reasonable business judgment that the Company should not distribute any or all of its Net Cash Flow. Although the Company will use its reasonable business efforts to provide the Members a sufficient distribution of Cash sufficient to pay the Members' tax liabilities arising as a result of the Members' ownership of their respective Membership Interests, no Member shall have a right to receive payment of Cash (or a draw of Cash) in any amount in any given year or at any particular time except to the extent that such distribution is made pursuant to this Article 6, or such other agreement as the Members shall unanimously agree. Such distributions shall be made with due regard for the timing of changes in ownership of the Company Interests which may occur throughout the year (e.g., under applicable law, distributions to a Member that transfers his Interest during the course of a year will be calculated to reflect the actual number of days within the year that the Member owned such Interest). Upon the winding up of the Company, the assets of the Company available for distribution to the Members shall be distributed as provided in Section 14.2. Except as provided in this Article 6, until termination and liquidation of the Company no distributions shall be made to any Member.

Article 7. Management

7.1 Management of the Company. The conduct and management of the Company's business shall be vested solely in one or more managers of the Company ("Managers") as provided in this Section, who may also be given a title by the Company to reflect their status.

7.1.1 The initial Manager of the Company shall be Scott K. Meyer.

7.1.2 Managers may be removed, successor Managers may be elected, and vacancies may be filled only upon the vote of Members holding sixty-seven percent (67%) or more of the Company Interests. Managers shall be chosen first from among Members willing and able to serve and, in the absence of such a Member, such other individuals as the Members shall elect.

7.2 Authority of Managers. Any Manager, without the joinder of any other, shall have the full and exclusive power on the Company's behalf to manage its business and affairs and to do or cause to be done anything deemed necessary or appropriate for the Company's business, including without limitation the authority to do the following:

7.2.1 sell real or personal property to any person, giving any warranties or assurances deemed appropriate;

7.2.2 buy, lease or otherwise acquire real or personal property to carry on and conduct the Company's business;

7.2.3 borrow money for the Company's business;

7.2.4 issue promissory notes and other debt instruments (negotiable or nonnegotiable), in any amounts and secured by any encumbrance on all or any part of the Company's assets;

7.2.5 assign any debts owing to the Company;

7.2.6 engage in any other means of financing;

7.2.7 manage, administer, conserve, improve, develop, operate, lease, utilize, and defend the Company's assets, directly or through third parties;

7.2.8 execute any type of agreement, real estate sales or listing agreement, deed, lease, deed of trust, mortgage or other instrument in connection with any other Company power;

7.2.9 employ all types of agents and employees (including lawyers and accountants), even if they are related by blood, marriage, or business relationship with the Managers, and to pay them reasonable compensation;

7.2.10 buy or otherwise obtain the use of any type of equipment or other property that may be convenient or advisable in connection with any Company business;

7.2.11 incur any reasonable expense for travel, telephone, insurance, taxes, and such other things, in carrying on the Company's business;

7.2.12 sue and be sued, complain and defend in the Company's name of and on its behalf; and

7.2.13 change the Company's registered agent or office or its principal place of business (including by executing and making any appropriate filings with the Virginia State Corporation Commission) or add additional places of business of the Company.

7.3 Approval Rights of Members. Notwithstanding Section 7.2, the following decisions shall require the prior written consent of Members holding sixty-seven percent (67%) or more of the Company Interests:

7.3.1 amendment of this Agreement as provided in Article 15;

7.3.2 doing of any act which would make the continued existence of the Company impossible.

None of the actions which the Managers are authorized to take under Section 7.2 shall be deemed to be acts which would make the continued existence of the Company impossible;

7.3.3 enter into any agreement for sharing of profits and any joint venture agreement with any person or entity engaging in any business or venture in which this Company may engage;

7.3.4 selling or contracting to sell (including the method of sale) or otherwise disposing of all or substantially all of the Company's assets; and

7.3.5 causing or permitting all or substantially all of the Company's assets to be subjected to any mortgage, deed of trust, or other security interest or refinancing any such indebtedness.

7.4 Multiple Managers. Notwithstanding anything in this Agreement to the contrary, any Manager, acting alone, shall have the power and authority to perform any and all acts which the Managers are empowered to perform hereunder, including without limitation the execution and delivery of any documents and performance of all ministerial duties on behalf of the Company

7.5 Manager Accountable as a Fiduciary. Every Manager owes duties of good faith and loyalty to the Company and must account to the Company for any benefit, and hold as trustee for it any profits derived by him without the unanimous consent of the Members from any transaction connected with the formation, conduct or liquidation of the Company or from any use by him or her of its property; provided, however, that each Manager may receive

compensation and/or reimbursement from the Company pursuant to Section 7.6 and Section 7.7 and may enter into certain transactions pursuant to Section 7.8.

7.6 Compensation. Managers may receive reasonable compensation based on services rendered to the Company.

7.7 Expenses. All reasonable expenses incurred by the Managers in managing and conducting the Company's business, including (but not limited to) overhead, administrative and travel expenses, and such professional, technical, and other services, shall be reimbursed by the Company.

7.8 Transactions with Affiliates. The Managers shall have the authority to enter into any transaction with, or to hire, employ, or contract with, any individual, partnership, corporation, or entity that is an affiliate (such term to be construed to include any entity in which a Manager is an owner) of a Manager if the terms or conditions of any agreement, contract, or understanding entered into between the Company and an affiliate of a Manager are commercially reasonable at the time the agreement, contract, or understanding is entered into.

7.9 Tax Matters Partner. Scott K. Meyer shall be the "tax matters partner" and, as such, shall be solely responsible for representing the Company in all dealings with the U.S. Internal Revenue Service and any state, local, and any foreign tax authorities. The tax matters partner shall keep the other Members reasonably informed of any Company dealings with any tax agency.

7.10 Indemnification. To the full extent permitted by the Virginia Limited Liability Company Act, as amended, the Company shall indemnify any Manager who was or is a party to any proceeding, including a proceeding brought by or in the right of the Company or brought by or on behalf of the Members, against any liability incurred by him in connection with such proceeding unless he engaged in a violation of the standard of conduct specified in Section 7.5. To the same extent, the Company is hereby empowered, by a majority vote of the disinterested Members, to enter into a contract to indemnify any Manager against liability and/or to advance or reimburse his expenses in respect to any proceedings arising from any act or omission, whether occurring before or after the execution of such contract. No amendment or repeal of this Section 7.10 shall impair or otherwise diminish the rights provided under this Section 7.10 (including those created by contract) with respect to any act or omission occurring prior to such amendment or repeal. The Company shall promptly take all such actions and make all such determinations and authorizations as shall be necessary or appropriate to comply with its obligation to make any indemnity against liability, or to advance any expenses, under this Section 7.10 and shall promptly pay or reimburse all reasonable expenses, including attorneys' fees, incurred by any such Manager in connection with such actions and determinations or proceedings of any kind arising therefrom. The Company shall pay for or reimburse the reasonable expenses incurred by a Manager who is a party to a proceeding in advance of final disposition of the proceeding if the Manager furnishes to the Company a written statement,

executed personally, of his good faith belief that he has met the standard of conduct that is a prerequisite to his entitlement to indemnification and a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet such standard of conduct. Every reference herein to Managers shall include former Managers and their respective heirs, executors and administrators. The indemnification hereby provided and provided hereafter pursuant to the power hereby conferred by this Section 7.10 shall not be exclusive of any other rights to which any person may be entitled.

Article 8. Meetings

8.1 Vote. On all matters subject to a vote or decision of the Members, each Member shall have a vote proportional to his or her Company Interest.

8.2 Meetings. Unless the Managers shall determine otherwise, there shall be no regular meetings of the Members of the Company. Special meetings of the Members shall be held on call of any of the Managers, or any Member(s) holding not less than twenty percent (20%) of all Company Interests.

8.3 Procedures. The Members shall decide issues submitted to their vote at meetings of the Members at which a quorum is present. Members may participate in a meeting and be deemed present for all purposes if such meeting makes use of any means of communication by which all Members participating may simultaneously hear each other during the meeting. A quorum at any such meeting shall exist if Members holding sixty-seven percent (67%) of the outstanding Company Interests entitled to vote are present or voting by proxy or written instruction. Any Member not present at a meeting and entitled to vote may vote on any matter by general or specific proxy and/or by power of attorney directed to a Member present, or by specific instructions in writing. Once a Member's Company Interest is represented for any purpose at a meeting of Members, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is, or shall be, set for the adjourned meeting. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time, without notice other than by announcement at the meeting until a quorum shall be present, either in person or by proxy.

8.4 Notice of Meetings. Written or oral notice stating the place, day and hour of every meeting of the Members shall be given not less than five (5) nor more than thirty (30) days before the date of the meeting to each Member entitled to vote at such meetings or in person or by telephone, at his address which appears in the records of the Company, except the notice of a Members' meeting to act on a proposed sale of substantially all the assets of the Company, or the dissolution of the Company shall be given in writing not less than ten (10) days nor more than sixty (60) days before the meeting date. Meetings may be held at any time without notice if a quorum of the Members are present, and those present waive notice.

8.5 Approval. Any approval or action that, under this Agreement, may be given or taken by members holding a specified percentage of Company Interests may be given or taken with the written consent or approval of Members holding that specified percentage of Company Interests.

Article 9. Financial Statements

Within a reasonable period after the close of each fiscal year, the Managers shall, at the Company's expense, give a written report to each Member who requests it, indicating that Member's share of the Company income or loss and any changes in that Member's Capital Account. This may be satisfied by giving each Member a copy of any tax form which includes such information.

Article 10. Banking

All Company funds shall be deposited in its name in such accounts as the Managers may designate. The Managers may authorize other persons to draw checks on Company bank accounts, but such authority must be in writing. Each bank in which a Company account is maintained is relieved of any responsibility to inquire into a Member's authority to deal with such funds, and is absolved of all liability with respect to withdrawals from such Company accounts by any person duly authorized by the Managers.

Article 11. Transfer of Company Interests

11.1 Generally. A Member shall not Transfer any Company Interest except in accordance with the terms of this Article 11 or with the prior written consent of all of the other Members. An attempted Transfer of a Company Interest not in accordance with the terms of this Article shall not be valid and shall not be reflected on the Company's books.

11.2 No Encumbrance. No Member shall subject his Company Interest to any lien, charge, encumbrance, mortgage, security interest or similar rights of others without the prior written consent of the Managers.

11.3 Assignments of Company Interests. Members shall not Transfer or otherwise assign their Membership Interests to anyone, including a family member, except as provided herein.

11.4 Right of First Refusal. Any Member who wishes to Transfer his or her Company Interest, in whole or in part, to another, or who has reason to believe that an involuntary Transfer or a Transfer by operation of law to a person is reasonably foreseeable (an "Offering

Member”), shall first offer such Company Interest (the “Offered Interest”) to the Company and the other Members on the terms set forth below.

11.4.1 The Offering Member shall give the Company and each other Member written notice of the intent to Transfer the Offered Interest or of the knowledge that an involuntary Transfer or Transfer by operation of law is reasonably foreseeable. This notice must contain a description of the portion of the Company Interest to be Transferred, the consideration (if any) to be paid, the terms of Transfer and of the payment of consideration (including, but not limited to, the relative percentages of cash and debt, and the terms of any debt instruments), and the name, address (both home and office), and business or occupation of the person to whom the Company Interest would be transferred, and any other facts which are or would be reasonably deemed material to the proposed Transfer. The date on which all the other Members have received written notice of the proposed Transfer is the “Offering Date.”

11.4.2 For a period of ten (10) days following the Offering Date, STR, L.L.C. shall have the sole right to redeem the Offered Interest. If STR, L.L.C. has not given notice of its exercise of his right to redeem the Offered Interest to the Members during the 10-day exclusive period, then the other Members shall thereafter have the right to purchase the Offered Interest. If more than one other Member chooses to purchase the Offered Interest, each may purchase in the same proportion as his or her own Company Interest bears to the total Company Interests of Members purchasing the Offered Interest. The Company also may redeem a portion of any Offered Interest in combination with one or more other Members.

11.4.3 The Company or any Member exercising this purchase option shall give the Offering Member written notice within thirty (30) days after the Offering Date.

11.4.4 If the Company or the other Members do not agree to buy all of the Offered Interest within thirty (30) days after the Offering Date, the Offering Member may complete the intended Transfer. Such completed Transfer shall not result in the admission of the transferee unless and until the conditions of Section 11.6 are met. If the Transfer described in the Offering Member’s notice is not completed within sixty (60) days after the Offering Date, any attempted Transfer shall be deemed pursuant to a new offer and this section shall again apply.

11.5 Purchase Price and Terms. The purchase price that the Company or the Members must pay for the Offered Interest under this Article shall be the lower of:

11.5.1 the price agreed upon in connection with the proposed Transfer for which notice is given if such proposed Transfer is to be made for any valuable consideration in money or money’s worth of property; or

11.5.2 the Redemption Value (as defined in Article 13 below) of the Offered Interest. However, if the proposed Transfer is not to be made for valuable consideration in money or money's worth of property, then the purchase price shall be the Redemption Value of the Offered Interest. Article 13 shall govern the terms and conditions of the purchase or redemption of an Offered Interest.

11.6 Admission of Substitute Members. Notwithstanding any provision permitting the Transfer of a Company Interest, no person to whom a Company Interest has been transferred or to whom a Member's rights to receive Company distributions has been assigned shall be admitted to the Company as a substituted Member unless the following conditions are satisfied:

11.6.1 the transferee obtains the written consent of all of the Members (which consent shall be withheld if, in the reasonable discretion of any Member, such admission of a substituted Member would undermine the purposes and objectives for which the Company was formed);

11.6.2 the transferee consents in writing to be bound by this Agreement;

11.6.3 the transferee pays the Company a reasonable fee to cover costs of preparing, executing and recording all pertinent documents; and

11.6.4 the transferee obtains the written consent of the transferor (except in the case of a Transfer by operation of law or to the personal representative of a deceased or incompetent Member).

A transferee or assignee who does not become a substituted Member has no right to require any information or account of the Company, to inspect the Company books or to vote or otherwise act as a Member. He or she is only entitled to receive a share of distributions or a return of contributions to which the transferring Member would otherwise be entitled under this Agreement.

11.7 Injunction; Remedies. The Members agree that irreparable injury will result to the other Members in the event a Member violates or breaches the covenants, agreements, or restrictions contained in this Article 11. Therefore, it is hereby agreed that upon any breach of any such covenants, agreements or restrictions, the Members shall be entitled, in addition to any other remedies available, to an injunction to restrain the violation or breach of or to specifically enforce compliance with any of the terms of such covenants, agreements, or restrictions by a breaching Member, that no bond shall be required in procuring any such injunction, and that irreparable injury to the other Members shall be deemed confessed. In addition, if any party files suit to enforce its rights under this Section 11.7 and prevails, the opposing party shall reimburse the prevailing party for all reasonable costs and fees, including any reasonable attorney's fees the prevailing party incurs. The court shall determine who is the prevailing party for purposes of the preceding sentence. The foregoing remedies for

breach of this Agreement are cumulative and not exclusive of any other remedies the Members may have at law or in equity in the event of breach.

11.8 Allocation of Company Interest to Dean Moore. The Members unanimously agree that without any further notice or approval of the Members being required, Dean Moore is allocated a five percent (5%) interest in the Company, provided that on or before January 1, 2007 he shall have contributed a total of \$45,000 into his capital account. As of the date of this Agreement, Dean Moore has been deemed to have contributed \$12,000 into his capital account. To the extent that such capital account has not been fully funded as of January 1, 2007, one percent (1%) of ownership shall be surrendered and revert to STR, L.L.C. without further action, consideration or payment.

Article 12. Admission, Expulsion, Etc. of Members

12.1 Admission. A person may be admitted as an additional Member only upon the unanimous written consent of the Members (which consent shall be withheld if, in the reasonable discretion of any Member, such admission of an additional Member would undermine the purposes and objectives for which the Company was formed), if the new Member consents in writing to be bound by this Agreement. Upon the admission of a new Member, Schedule A shall be amended to restate each of the existing Member's ownership interests in the Company.

12.2 Expulsion. Any Member may be expelled from the Company upon the unanimous decision of the other Members with cause. Following such expulsion the Member shall cease to be a Member and shall have no rights to participate in the Company's business, profits, losses, or distributions and shall only have the right to receive the Redemption Value of his or her Company Interest on the terms specified in Article 13.

12.3 Member's Death, Etc. The death, insanity, bankruptcy, or expulsion of any Member shall not dissolve the Company. A deceased Member's personal representative, the legal representative of an insane or incompetent Member, and the trustee of a bankrupt Member shall have the same rights and be subject to the same limitations as an assignee of the Member that they represent. No personal or legal representative or trustee in bankruptcy shall become a substituted Member without the written consent of the Managers (which consent shall be withheld if, in the reasonable discretion of any Manager, such admission of a substituted Member would undermine the purposes and objectives for which the Company was formed).

Article 13. Redemption Terms

This Article applies to certain Offering Members whose Offered Interest is purchased by the Company or other Members under Article 11 or any Member who is expelled under Article 12 (any one of which is referred to in this Article as a "Redeemed Member").

13.1 Redemption Value. The value of a Redeemed Member's Company Interest ("Redemption Value") shall be the fair market value of such Interest. The fair market value of such Company Interest shall be determined by an independent appraisal performed by a professional appraiser selected by the other Members, whose decision in this matter shall be conclusive. The appraiser shall make his or her valuation as of the Offering Date or the effective date of expulsion, as the case may be.

13.2 Payment Terms. If the Redeemed Member and the Company and/or the purchasing Members can agree on terms governing payment, then such agreement will control. If no agreement is reached within a reasonable time, however, then one-quarter of the purchase price shall be paid in cash or by good personal check at the closing for the sale or redemption of such Company Interest, and the balance shall be paid in twenty (20) equal quarterly principal payments beginning the first day of the month after the date of such closing. Simple interest shall be added to each installment, computed against the outstanding principal balance at the Applicable Federal Rate determined for federal income tax purposes on the date of the closing. Each buyer shall give the Redeemed Member a promissory note as evidence of this debt, and such buyer may prepay all or any part of the principal balance of the note at any time without penalty or premium.

13.3 The Closing. The sale or redemption of a Company Interest under this Article shall take place at a closing to be held not later than sixty (60) days after the Offering Date or the effective date of expulsion, as the case may be. The closing shall be held during normal business hours at the Company's principal business office, or at any other place to which the parties agree. If the Redeemed Member is not present at the closing, then each buyer shall deposit the purchase price by check, note, or both, as this Article requires, with any state or federally chartered bank with which the Company has an account, as escrow agent, to be paid to the Redeemed Member as soon as is reasonably practicable, less an appropriate fee to the Company (not to exceed one thousand dollars) to cover additional administrative costs, and the Company shall adjust its books to reflect the transfer of these Company Interests.

13.4 Membership Interest Redemption Agreement. The Members may separately agree to a Membership Interest Redemption Agreement. If adopted, such Agreement shall supersede and govern this Article 13.

Article 14. Dissolution

14.1 Causes. The Company shall be dissolved upon the written determination of Members holding sixty-seven percent (67%) or more of the Company Interests. No other event shall cause the dissolution of the Company.

14.2 Upon Dissolution. Upon its dissolution, the Company shall commence to wind up its affairs. The Members shall continue to share in profits and losses during liquidation as they did before dissolution. The Company's assets may be sold, if a price deemed reasonable by the

Members can be obtained. The proceeds from liquidation of Company assets shall be applied as follows:

14.2.1 First, all of the Company's debts and liabilities to persons other than Members shall be paid and discharged in the order of priority as provided by law;

14.2.2 Second, all debts and liabilities to Members shall be paid and discharged in the order of priority as provided by law;

14.2.3 Third, repayment of all Member Capital Accounts to the extent that such Accounts are in an amount above that stated in Schedule A hereto, such that the Member Capital Accounts shall then be at in the amounts set forth in Schedule A hereto; and

14.2.4 Fourth, all remaining assets shall be distributed proportionately among the Members based on their respective Membership Interests.

14.3 Gain or Loss. Any gain or loss on the disposition of Company properties in the process of liquidation shall be credited or charged to the Members in proportion to their positive Capital Accounts; except that gain or loss with respect to property contributed to the Company by a Member shall be shared among the Members so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable U.S. Treasury regulations (including, but not limited to, those promulgated under Section 704(c)) of the Code. Any property distributed in kind in the liquidation shall be valued and treated as though it were sold and the cash proceeds distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on the sale of property, and shall be credited or charged to the Members accordingly.

14.4 Company Assets Sole Source. The Members shall look solely to the Company's assets for the payment of any debts or liabilities owed by the Company to the Members and for the return of their capital contributions and liquidation amounts. If the Company property remaining after the payment or discharge of all of its debts and liabilities to persons other than Members is insufficient to return the Members' capital contributions, they shall have no recourse therefor against the Company or any other Members, except to the extent that such other Members may have outstanding debts or obligations owing to the Company.

14.5 Continuation Where Company Has Sole Member. If at any time when the Company has only one Member, such Member dies or becomes insane, then the Managers (or, if the Member was also a Manager, the remaining Managers) shall promptly take steps to establish whether there are successors in interest to the deceased or insane Member who should become substituted Members under the provisions of this Agreement. If so, such Managers shall confirm promptly at least one such person as a substituted Member and take all such steps as required or convenient to ensure the continuation of the Company with such

substituted Member(s). If no such successor in interest can be identified, then the Managers shall dissolve the Company pursuant to Section 14.2.

Article 15. Amendments

This Agreement shall be amended automatically to reflect any valid Transfers of Company Interests. Otherwise, this Agreement shall be amended only upon the consent of Members holding sixty-seven percent (67%) or more of the Company Interests, including Members acting through their attorneys-in-fact.

Article 16. Power of Attorney

16.1 Appointment. Each of the Members irrevocably constitutes and appoints, with full power of substitution, the Managers, any of whom may act, as his or her true and lawful attorney-in-fact with full power and authority in his name, place and stead to execute, certify, acknowledge, deliver, file and record at the appropriate public offices:

16.1.1 All certificates and other instruments and any amendment thereof, which the Managers deem appropriate to form, qualify or continue the Company as a limited liability company;

16.1.2 Any other instrument or document which may be required to be filed by the Company under the laws of any state or which the Managers deem advisable to file; and

16.1.3 Any instrument or document, including amendments to this Agreement, which may be required to effect the continuation of the Company, the admission of a substituted Member or successor to a Manager, or the dissolution and termination of the Company (provided such continuation, admission or dissolution and termination are in accordance with this Agreement), and to reflect any reductions in the amount of capital of Members.

16.2 Duration. The appointment by each Member of the Managers, as his attorney-in-fact is irrevocable and shall be deemed to be a power coupled with an interest and shall survive the incompetency, bankruptcy or dissolution of any person giving such power. This power of attorney survives the assignment of a Member's Company Interest, and empowers each Manager to act to the same extent for any successor Member. This power of attorney may be exercised by a Manager by a facsimile signature or by listing all of the Members with a signature of a Manager as the attorney-in-fact for all of them.

Article 17. Particular Business Matters

17.1 Guaranteed Payments. The Members agree that from time to time Members that are actively involved in the day-to-day operation of the Company shall be entitled to Guaranteed Payments as agreed to by Members holding at least sixty-seven percent (67%) of the Company Interests. The cost of such Guaranteed Payments shall be considered an expense when calculating the net income or net loss incurred in the operation of the Company. Guaranteed Payments, if any, shall not affect the receiving Member's capital account, tax basis in his or her Company Interest, or the distribution of funds in consideration of a Company Interest. Members shall be responsible for filing any and all appropriate and required tax filings with all applicable local, state and federal taxation authorities in respect of a Guaranteed Payment or Payments.

17.2 No Requirement to Undertake a Loan or Require a Capital Contribution to Fund Guaranteed Payments. The Company shall fund Guaranteed Payments from its operating funds, including capital that has been contributed by the Members. No Member shall be required to contribute additional capital to fund a Guaranteed Payment, or to otherwise personally guaranty the funding of any Guaranteed Payment. The Company shall not be required to undertake a loan or other financing in order to fund a Guaranteed Payment. To the extent that there are insufficient funds to make a Guaranteed Payment, such liability to the Company shall be reflected in the books and records of the Company.

Article 18. Miscellaneous

18.1 Notices. Any notice under this Agreement shall be given and served either by personal delivery to the party to whom it is directed, or by registered or certified mail, postage and charges prepaid, and if it is sent to a Member, addressed with his or her address as it appears on the records of the Company.

18.1.1 Any notice shall be deemed given when it is personally delivered, or, if mailed, on the date it is postmarked by the United States Postal Service, if it was addressed as required in this section.

18.1.2 Any Member may change his or her address for purposes of this Agreement by written notice to a Manager, stating his or her new address. A change of address shall be effective fifteen (15) days after the notice is received by a Manager.

18.2 Non-Waiver. Any party's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement shall not prevent a subsequent act which would have originally constituted a violation, from having the effect of an original violation.

18.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity shall not affect the validity of the remainder of the Agreement.

18.4 Schedules. The Schedules to this Agreement, as they may be amended from time to time, are incorporated herein in their entirety and form an integral part of this Agreement, as it may be amended from time to time.

18.5 Good Faith. The doing of any act or the failure to do any act by a Member or the Company, the effect of which causes any loss or damage to the Company, shall not subject such Member or the Company to any liability, if done pursuant to advice of the Company's legal counsel or in good faith to promote the Company's best interests.

18.6 Governing Law. This Agreement is governed by and to be construed according to the internal substantive laws of the Commonwealth of Virginia without giving effect to any choice-of-laws or conflict-of-law rule which would cause the laws of any other jurisdiction to govern.

18.7 Cumulative Rights. The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights the parties may have.

18.8 Other Activities. Every Member may engage in whatever activities he or she chooses without any obligation to offer any interest in such activities to any party hereof.

18.9 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

18.10 Waiver of Partition. Each Member waives any right to maintain any action for partition with respect to the Company's property or assets during the Company's term.

18.11 Binding Terms. The terms of this Agreement are binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, their heirs, executors, administrators, legal representatives, successors and assigns.

18.12 Gender and Number. Unless the context requires otherwise, the use of a masculine pronoun includes the feminine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa.

18.13 No Third-Party Beneficiaries. No person other than the Members and Managers of the Company shall have any right to enforce any provision of this Agreement, nor shall any person be deemed a third-party beneficiary of this Agreement.

Article 19. Definitions

19.1 Agreement. The “Agreement” is this STR.GRANTS, LLC OPERATING AGREEMENT, as amended from time to time. The Agreement shall include all schedules, as they may be amended from time to time.

19.2 Articles. The “Articles” are the Company’s Articles of Organization filed with the Virginia State Corporation Commission, as may be amended from time to time.

19.3 Capital Account. “Capital Account” shall mean, as of any given date, the amount calculated and maintained by the Company for each Member as provided in Section 5.3.

19.4 Company. The “Company” is STR.GRANTS, LLC

19.5 Company Capital. The “Company Capital” is the total of the Members’ capital contributions.

19.6 Company Interests. The “Company Interests” are the ownership interests of the individual Members in the Company, as expressed according to Section 5.1.

19.7 Days. “Day” or “days” refers to a calendar day, including any days which fall on legal holidays or weekends.

19.8 Manager. The “Manager” is a manager and “Managers” are the managers of the Company.

19.9 Member. The “Member” and “Members” shall refer to all persons signing this Agreement and any persons who later become Members.

19.10 Net Cash Flow. Net cash flow is the Company’s total net income, computed for federal income tax purposes, increased by any depreciation or depletion deductions taken into account in computing taxable income and any nontaxable income or receipts (other than capital contributions and the proceeds of any Company borrowing); and reduced by any principal payments on any Company debts, expenditures to acquire or improve Company assets, any proceeds from the sale or exchange of Company assets, and such reasonable reserves and additions thereto as the Managers shall, in their sole discretion, determine to be advisable and in the best interests of the Company, having due regard to the interests of the Members.

19.11 Offered Interest. The Company Interest offered by the Offering Member under Section 11.4.

19.12 Offering Date. The date on which all the other Members have received written notice of the proposed Transfer from the Offering Member.

19.13 Offering Member. A Member who wishes to Transfer his or her Company Interest, in whole or in part, to a person other than one specified in Section 11.3.1, or who has reason to believe that an involuntary Transfer or a Transfer by operation of law to a person other than one specified in Section 11.3.1 is reasonably foreseeable.

19.14 Redeemed Member. A "Redeemed Member" is an Offering Member whose Offered Interest is purchased by the Company or other Members under Article 11 or any Member who is expelled under Article 12.

19.15 Redemption Value. The value of Redeemed Member's Company Interest.

19.16 Transfer. A "Transfer" of a Company Interest includes any sale, pledging, encumbering, giving, bequeathing, or other transferring or disposing of, or permitting to be sold, encumbered, attached, or otherwise disposed of or have ownership changed in any manner, whether voluntarily, involuntarily, or by operation of law.

AGREED TO under hand and seal as of the date indicated above.

STR.GRANTS, LLC (SEAL)

By: _____
Scott K. Meyer
Its: Manager

STR, L.L.C. (SEAL)

By: _____
Scott K. Meyer
Its: President and Manager

_____(SEAL)
Robert Fries, Member

_____(SEAL)
Robert Kuhnle, Member

_____(SEAL)
Dean Moore, Member

SCHEDULE A

INITIAL OWNERSHIP INTERESTS IN COMPANY

Member Name	Percentage of Interest
STR, L.L.C.	65.00
Robert Fries	15.00
Robert Kuhnle	15.00
Dean Moore	5.00