

GENERAL AGREEMENT

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

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

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

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

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

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

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

b. Integrations & Business Intelligence Work Approvals & Testing:

This work represents integrations and business intelligence for which the Customer has provided specifications. The following process will be followed to ensure that reliable work is delivered as part of the implementation:

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

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

Documents to be provided by Customer:

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

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

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

c. COTS Software Approvals & Testing:

As a result of the nature of a COTS system, the implementation of the COTS software components will not require the Customer or *FASTER* to do test plan approvals, requirements documentation approvals, gap analysis or gap analysis approvals.

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

d. Data Conversion Testing:

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

2. Change Requests

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

3. Taxes

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

4. Proprietary Rights of *FASTER*

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

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

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

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

Customer may copy for its own use, and at its own expense, documentation and any other materials provided by *FASTER*.

3. Modify or permit others to modify the system's database structure. Any such modifications may void *FASTER's* warranties and *FASTER's* obligation to provide Software Upgrades and Support pursuant to Schedule B.

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

c. Transfer/Expansion of Rights

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

d. Remedies

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

e. Binding Effect & Definitions

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

5. Exclusion of Incidental, Consequential and Certain Other Damages

Neither *FASTER* nor its suppliers shall be liable for any special, incidental, indirect, punitive or consequential damages arising out of the use of or inability to use the *FASTER* components or the support services, or the provision of or failure to provide support services under this Agreement.

6. Limitation of Liability

Customer agrees that *FASTER's* liability to Customer or any third party due to negligent professional acts, errors or omissions or breach of contract by *FASTER* will be limited to an aggregate of *FASTER's* total fee.

7. Confidential Information

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

8. Term and Termination

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

a. Termination by *FASTER*

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

b. Termination by Customer

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

9. General

a. Agreement Modifications

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

b. Entire Agreement

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

c. No Other Warranties outside of this Agreement

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

d. Severability

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

e. Force Majeure

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

f. Reserved

g. Public Agencies

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


h. Governing Law

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

i. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement *FASTER* verifies that *FASTER*: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

j. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** *FASTER* warrants, covenants, and represents that *FASTER* is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

AGREED TO:

CITY OF LEAGUE CITY	TT FASTER LLC DBA <i>FASTER</i> Asset Solutions:
By: _____ John Baumgartner, P.E.	By:  Kevin Conner
Title: City Manager	Title: <u>Operations Manager</u>
Date: _____	Date: <u>3/4/2020</u>

ATTEST:

Diana Stapp, City Secretary

APPROVED AS TO FORM:

Nghiem V. Doan, City Attorney

Schedule A: Statement of Work, Pricing & Payment Terms



**Statement of Work (SOW),
Pricing & Payment Terms
Includes GSA Pricing**

FASTER Asset Solutions

<p>Created For: City of League City, TX</p> <p>Date: February 25, 2020</p> <p>Senior Software Consultant: Steve Specht</p>

Pricing in this proposal is valid for Contract Number: GS-35F-0251U Contract Period: February 14, 2018 - February 13, 2023		
Qty	Description	Cost
1	<p>Includes:</p> <p>1. SIN 132-33: Perpetual Software Licenses Server Software plus 15 Client License (Cost: \$48,500)</p> <p>2. SIN 132-50: *Training Courses for Information Technology Equipment and Software (FPDF Code U012) On Site Set up and Configuration Training Course (Cost: \$5,700)</p> <p>3. SIN 132-50: *Training Courses for Information Technology Equipment and Software (FPDF Code U012) On Site Key User Training Course (Cost: \$5,700)</p> <p>4. SIN 132-50: *Training Courses for Information Technology Equipment and Software (FPDF Code U012) On Site End User Training Course (Cost: \$5,700)</p> <p>5. SIN 132-50: *Training Courses for Information Technology Equipment and Software (FPDF Code U012) On Site "Go Live" Preparation Training course (Cost: \$5,700)</p> <p>*Mandatory Training Course</p>	\$71,300
GSA Software & Services Total		\$71,300

The cost below represents the open market price to upgrade the above GSA purchase of FASTER Win to FASTER Web. (If you opt for this, you will have license rights to FASTER Web and not FASTER Win.)

FASTER Web Upgrade Pricing in this proposal is valid for 30 days.

FASTER Web Upgrade Software & Services		
Open Market Pricing		
415	<p>021 – Additional Software License Cost for FASTER Web: Standard Active Assets</p> <p>This price includes up to quantity listed standard active assets (which are defined as originally valued at \$5000 or greater and active). Each additional asset will be \$100.00.</p> <p>This is includes one instance of the FASTER Web Application with one database.</p>	\$1,600
COTS Add-ons		
1	<p>207nc – Dashboard</p> <p>The Dashboard add-on provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview.</p>	Included
1	<p>300 – Single Vendor Fuel Import:</p> <p>The Fuel Import (FI) is a COTS add-on. It is a robust yet inexpensive way to import data from a Fuel System Vendor (FSV). It requires significant configuration and testing by FASTER. Below are important items the customer will need to provide for FASTER to configure, test and deploy:</p> <ol style="list-style-type: none"> 1. FSV Fuel File Layout Definition – This is the layout for the export file you plan on receiving regularly from your FSV. It defines your fuel export file's columns, positions and/or delimiters (if used). 2. Fuel System Export Files - Live production export files from the fuel system, including the complete disbursement transaction data. A minimum of 100 transactions will be needed for proper testing. The export files generated from your fuel system must be flat files, not reports, and not generated in Microsoft Excel. It is important you ensure your FSV does not change this export file as any changes may require additional configuration and testing. 3. Completed FI-Customer Configuration Form -This is a detailed form that assists you in providing all the information required for the FI to be configured and tested properly. <p>(This FI does not import Site & Dispenser information. You can add the importing of Site & Dispenser data to the FI for an additional cost of \$2,575.)</p>	Included

Data Services		
1	<p>400a - Level 1 Data Conversion and Testing:</p> <p>Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates, Employees/Users Records. This product utilizes a utility and series of packages to convert your data to a FASTER Web database. As part of conversion, FASTER will perform two types of testing: 1. Functional stability testing to ensure that there are no data conflicts with the FASTER Web table structure; 2. Data Validation testing to test that data was converted properly.</p>	\$16,000
1	<p>401a – Extraction to SQL Staging Database:</p> <p>FASTER will provide an MSSQL staging database into which the Customer’s team will map and populate the data you extract from the former database. (After the Customer completes mapping and populating the data in the staging database, FASTER will execute the conversion level the Customer choses which is noted below to transform the data and create a FASTER Web structured database. FASTER will then perform data validation testing.)</p> <p>OR</p> <p>402 – Extraction to Excel Data Mapping Sheets:</p> <p>If you do not have staff familiar with MSSQL, FASTER can provide a pre-designed data mapping product using Excel spread sheets. This Excel-based data mapping product can be used by your less experienced staff to populate all your data. It requires basic knowledge of Excel and solid knowledge of your fleet data. (After this work product is complete, FASTER will execute the conversion level you chose noted below to create your FASTER Web database and perform data validation testing.)</p>	\$11,000
1	<p>403a – Data Extraction Assistance:</p> <p>If you need assistance extracting, mapping or populating the data, FASTER can work with the Customer’s Team to extract, map and populate the data from the current database to the MSSQL staging database. Should you opt for this assistance, FASTER will charge a rate of \$150/hour.</p>	TBD
1	<p>405 – Data Cleanup:</p> <p>If the data in the current system is in need of correction prior to the extraction, the customer will be responsible for data correction that takes place in the legacy system. (However, as part of the implementation process, FASTER Fleet Consultants will provide advice and guidance related to data correction.) For customers who maintain reliable data, there should be no need for data correction. However, if past practices or flawed conversions permitted incorrect data to be entered in the current system, it is advisable that the customer correct this prior to the extraction process beginning.</p>	n/a

Training		
1	<p>511a – System Overview Meetings (SOM):</p> <p>System overview meetings take place via live, remote web-based sessions. They consist of two, 4-hour meetings that will occur on the same day or two consecutive days where the customer will ensure key users are able to participate.</p>	Included
1	<p>511b - Configuration Training</p> <p>This takes place via live, remote, web-based sessions. It consists of two 4-hour sessions that can occur on the same day or two consecutive days. (If you bill by account-code, there will be a third session that will also take 4-hours.)</p>	Included
1	<p>512 – System Training/Go-Live:</p> <p>This training includes the below training agenda.</p> <p>Because training is hands-on, the maximum class size is 20 attendees and includes a single training location. Additional training sessions and trainers can be added at an additional cost any time up to 4-weeks prior to your go-live.</p>	See Below
1	<p>512a – Go-Live Week System Training - Asset Module (4 Hrs):</p> <p>Should include FASTER System Admin and Asset Managers.</p>	Included
1	<p>512b – Go-Live Week System Training - Maintenance Module (4 Hrs):</p> <p>Should include FASTER System Admin, Maintenance Supervisor, Service Writers and/or Technician who will create work orders.</p>	Included
1	<p>512c – Go-Live Week System Training - Inventory Module (4 Hrs):</p> <p>Should include FASTER System Admin, Parts Staff and Parts Managers.</p>	Included
1	<p>512d – Go-Live Week System Training - Fuel Module (1 Hr):</p> <p>Should include FASTER System Admin and Fuel Clerk.</p>	Included
1	<p>512e – Go-Live Week System Training - Vendors & Accounting Modules (1.5 Hrs):</p> <p>Should include FASTER System Admin, Accounting Staff and Parts Managers.</p>	Included
2	<p>512f – Go-Live Week System Training - Technician Workstation (2.5 Hrs):</p> <p>Should include FASTER System Admin and Technicians.</p>	Included

1	<p>512g – Go-Live Week System Training - Additional Trainers (TBD):</p> <p>The above training costs provide for one trainer the week of go live. One trainer can provide one session of each of the above hands-on, user training sessions with the exception of the Technician Workstation. (Two Technician Workstation sessions can be accommodated by a single trainer.) If you determine your training needs require additional training sessions due to shift work or other needs, an additional FASTER trainer can participate during the week of go live for an added cost.</p> <p>Therefore, it will be important for you to determine the total number of training sessions and trainers you will need in order to then calculate your total training cost. Each of the above training sessions are role-based. So it should be easy to determine how many staff you have for each role. Typically the largest training sessions are the Technician Workstation and Maintenance Module. Please remember that you may want your Technicians to attend more than the Technician Workstation training module.</p> <p>To calculate your additional training costs:</p> <ul style="list-style-type: none"> -- The cost (including room, board and travel) of the 1st trainer is included in the above costs. -- Travel, room and board will be a flat cost of \$1,000 for each additional trainer. -- To calculate session costs, multiply the number of additional training sessions you need of each of the above session options by the cost of the training module as listed above (module session cost times how many instances of that module session you require). -- The above flat fee for travel, room and board of each additional trainer as well as the fees for the above training assume that training sessions will be held consecutively so as to minimize the number of days a trainer would need to be at your location. It also assumes there is no weekend stayover. If training will begin one week and extend into the next week, an additional \$1,000 per trainer would apply for travel, room and board (\$1,000 flat fee per trainer times the number of business weeks spanned). 	TBD
FASTER Web Upgrade Software & Services Total		\$28,600
Total GSA and Open Market		\$99,900

Upgrades & Support		
1	<p>801 – Upgrades & Support:</p> <p>Annual support includes phone support, as well as upgrades for your FASTER Web software. Annual software maintenance is purchased or renewed every 12 months. Support services apply to FASTER Web COTS System, Add-ons and Customizations. After the initial renewal year, support costs will increase at 3% annually. (There is no Upgrade & Support cost until one year from contract.)</p>	\$11,390
Upgrades & Support		\$11,390

Payment Schedule By Milestone	
Milestone	Amount Due
30% Total GSA and Open Market Due Upon Purchase Confirmation	\$29,970
30% Total GSA and Open Market Due Upon COTS Software Delivery	\$29,970
20% Total GSA and Open Market Due Upon COTS System Overview	\$19,980
20% Total GSA and Open Market Due Upon Delivery of Converted Data and Go Live	\$19,980
Hourly Work: Billed monthly	TBD
Support Due One Year from Contract Signing	\$11,390

Schedule B: Software Upgrades & Support Agreement:

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

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

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

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

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

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

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

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

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

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

Term:

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

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

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

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

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

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

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

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

Schedule C: Software License Agreement

1. Perpetual License:

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

2. Environment:

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

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

3. Copies, Backups & Catastrophic Fail-Over:

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

4. Software Modifications:

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