

Maintenance and Support Agreement

THIS AGREEMENT ("AGREEMENT"), by and between "City of Santa Rosa" located at 45 Stony Point Road, Santa Rosa, CA 95401 hereinafter "PROPERTY", and AVAIL TECHNOLOGIES, INC., a corporation, located at 1960 Old Gatesburg Road, Suite 200, State College, PA 16803, hereinafter called "AVAIL", collectively referred to as the "PARTIES", shall become effective on November 1, 2018.

WHEREAS, AVAIL has licensed to the PROPERTY certain systems as specified in the Professional Services Agreement F000410A dated July 17, 2012 (the "License Agreement") and PROPERTY wishes to have AVAIL perform maintenance services on the software and associated hardware of the licensed systems pursuant to the following terms and conditions and the terms and conditions of the License Agreement:

1. Description and Term

a. Systems Covered

The materials covered in this Agreement are the hardware and software required for deployment of the AVAIL Intelligent Transportation System (ITS). The software which includes AVAIL's myAvail Software Suite ("Software"), is defined and more fully described in, and subject to, the signed License Agreement, as amended. The terms of the License Agreement are incorporated into this Agreement by this reference as though set forth and full;

b. Sites

45 Stony Point Road, Santa Rosa, CA 95401

c. Term

The term shall begin on November 1, 2018 and continue for successive one-year terms unless terminated as provided herein. PROPERTY shall have the right to terminate this Agreement by giving written notice to AVAIL at least sixty (60) days prior to the expiration of the then current term.

2. Definitions

a. "Specifications" shall mean the documentation to which the Software must conform as set forth in the license Agreement;

b. "Error" shall mean a material and reproducible failure of the Software to function in conformity with the Specifications.

c. "Additional Services" shall mean any service that is not covered by this agreement;

d. "Hosted Support" shall mean AVAIL will house, implement, maintain and backup the customer fixed-end system on AVAIL owned (or leased) equipment for the duration of the contract period.

e. "Anniversary" shall mean the beginning date of the support period and the annual occurrence of that date for the duration of the defined support period.

f. "Current Support Period" shall mean the inclusive dates of support as provided in Sec 1.c

3. Customer Support Plans

- a. Customer has elected the level of support as defined in Figure 1

4. AVAIL Responsibilities

During the term of this Agreement, AVAIL shall provide the following support measures.

- a. There are two problem resolution standards for the levels of support (See Figure 1):
 1. General Provision:
 - i. Telephone hot line access for problem and error reporting and response of diagnostic services (814-234-3394 x1050);
 - ii. Ability to initiate support requests via e-mail to Support@Availtec.com
 - iii. AVAIL shall staff their Call Center during regular business hours see Figure 1. In case of a support call, AVAIL will want to collect the pertinent information as soon as practical. In the event that AVAIL cannot answer the initial call, a voicemail service shall be operative as a backup system;
 2. Routine Care – (as defined in Figure 2)
 - i. AVAIL shall respond to the call as stated in Figure 2;
 - ii. The problem will be entered into the AVAIL tracking system, entering the Caller's Name, Property Name and Contact Phone Number;
 - iii. AVAIL shall keep PROPERTY advised of a plan for resolution of the error as soon as practical;
 - iv. If the error occurs after AVAIL business hours, the Caller shall still leave a voice message with the same information as listed above.
 3. Urgent Care – (as defined in Figure 2)
 - i. AVAIL will respond to a call as stated in Figure 2;
 - ii. Upon receipt of the call, the Support Team will immediately begin to assess the error and begin the process of resolving the problem. Resolution shall be conveyed to PROPERTY as soon as practical;
 - iii. The error will be entered into the AVAIL tracking system:
 - iv. On-site response for requests for remedial support and diagnostic repair services in response to shall be pursuant to Figure 2 of this Agreement.
 4. System Self-Diagnostics and Self-Healing capabilities
 - i. Through the use of sophisticated software monitoring system, the system will notify the operations staff of potential system degradation and alerts the on-call staff via message 24 hours / 7 days a week.
 - ii. Through these same techniques, the system has the capability to self-heal processes that have stalled or failed.

5. PROPERTY Responsibilities

PROPERTY shall give AVAIL, their full cooperation to facilitate proper and prompt performance of the Support Services and any additional services that the PARTIES agree.

PROPERTY shall provide:

- a. A key technical contact that shall be familiar with the System to provide adequate information and feedback in order to facilitate problem reporting and resolution;
- b. The key technical contact will be aware of the terms and conditions under which AVAIL Systems provides after hours support;
- c. Promptly notify AVAIL of any error in the System;
- d. Provide sufficient information for AVAIL to effectively diagnose errors including a detailed description of the issue in text format, an explanation of what the user was doing when the issue occurred, any error messages that the system returned, screen shot images of the error, the current status of the system, a determination if the system is functional, and a state retrieval, if requested;
- e. Permit AVAIL to take such reasonable steps as AVAIL shall consider necessary to remedy any errors;
- f. Allow AVAIL prompt and reasonable access to:
 - i. PROPERTY's physical sites located 45 Stony Point Road, Santa Rosa, CA 95401
- g. Provide a safe and secure work environment at the site(s) for AVAIL's authorized personnel performing Support Services and additional services on-site.

PROPERTY shall not permit any person other than authorized AVAIL personnel to make corrections or in any way modify the Software. Any work, repair, replacement, remedial support, emergency support, or correction necessary will be in violation of this provision shall be considered additional services.

6. Software Maintenance

AVAIL shall notify and make available to the PROPERTY all, Purchased Feature Enhancement and Bug Fixes to the software for the current software license. The nature and extent of the elements to be included or covered in any Enhancement, or Bug Fix shall be determined solely by AVAIL.

Purchased Feature Enhancements and Bug Fixes will be made available to the PROPERTY at no additional charge other than the costs for additional hardware, configuration, integration, testing, travel and lodging and per diem, provided they are current in their payment for Maintenance and Support fees.

In the event the PROPERTY has elected not to pay the Maintenance and Support Fees, they may obtain updates of a Purchased Feature Enhancements and Bug Fixes by paying the aggregate annual Maintenance and Support Fees which would otherwise have been due from the date of discontinued Maintenance and Support Services to the date such Purchased Feature Enhancement or Bug Fixes becomes generally available.

As soon as practical, AVAIL will provide the PROPERTY with information relating to any software New Features during the term of this Agreement. New Feature Purchase shall be negotiated and agreed to in writing, between the PARTIES, prior to any work beginning on the requested task. All efforts shall be made by the PROPERTY to provide AVAIL access to the individual Software server through the VPN process. Any New Feature Purchases, Purchased Feature Enhancement and Bug Fixes provided shall be governed by all of the terms and provisions of this agreement.

Upon notification, the PROPERTY shall have six (6) months from receipt of such notice to authorize AVAIL to deliver the product, provided they are current in their payment for support fees. All New Feature Purchases, Purchased Feature Enhancements, or Bug Fixes provided, shall be considered Software for purposes of the Software License Agreement and this Maintenance and Support Agreement.

AVAIL agrees to provide to the PROPERTY the elected level of support as defined in section 3a for the Software and any subsequent upgrades during the full term of this Agreement (including all renewals) through the end of this contract or any subsequent extension of Maintenance and Support Services; provided that the PROPERTY has paid the applicable Maintenance and Support Charges hereunder as and when they become due. AVAIL agrees that its failure to continue to provide such support shall constitute a material breach of this Agreement.

AVAIL agrees to provide to the PROPERTY the Level of Support as stated in Figure 1 for the Software and any subsequent upgrades during the full term of this Agreement (including all renewals) through the end of this contract or any subsequent extension of Maintenance and Support Services; provided that the PROPERTY has paid the applicable Support Charges hereunder as and when they become due. AVAIL agrees that its failure to continue to provide such support shall constitute a material breach of this Agreement.

a. Limitations:

- a. The Software and Services will be available 99% of the time, but does not apply to any performance or availability issues:
 - i. Due to factors outside AVAIL's reasonable control (for example, natural disaster, war, acts of terrorism, riots, or a network device failure external to AVAIL data centers, including at CityBus site or between CityBus site and AVAIL data center such as internet and cellular);
 - ii. That result from the use of services, hardware or software not provided by AVAIL, including, but not limited to, issues resulting inadequate bandwidth or related third-party software services;
 - iii. Caused by CityBus use of a Service after AVAIL advised CityBus in writing to modify CityBus use of the Service, if CityBus did not modify CityBus's use as advised;
 - iv. That result from CityBus's unauthorized action or lack of action when required, or from CityBus's employees, agents, contracts, vendors, or anyone gaining access to AVAIL's networks by means of CityBus's passwords or equipment, or otherwise resulting from CityBus's failure to follow appropriate security practices;

- v. That result from CityBus's failure to adhere to any required configurations, used support platforms, follow on policies for acceptable use, or CityBus use of Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with AVAIL's published guidance;
- vi. The result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
- vii. That result from CityBus's attempt to perform operations that exceed prescribed quotas or that resulted from AVAIL's throttling of suspected abusive behavior.

b. Planned Maintenance:

From time to time AVAIL will perform planned maintenance of CityBus's hosted system. Planned Maintenance will consist of any activity needed to update the myAvail suite of products to the newest release or apply a needed software patch. Operating system patching as well as required third-party software patches shall also be included in the definition of planned maintenance.

When planned maintenance is scheduled CityBus will be given at least 24 hours' notice. AVAIL will perform planned maintenance during a maintenance window agreed upon between CityBus and AVAIL support team.

Daily Maintenance will be performed on the myAvail system databases. System down time is not required for this maintenance. AVAIL daily maintenance will not interfere with ongoing system operations. Database maintenance includes backups, and index optimization. The maintenance is performed during non-operation hours or very slow hours to reduce system impact, for example between 1:00 – 3:00 AM EST.

7. Maintenance and Support Services

- a. PROPERTY shall pay the Maintenance and Support charges set forth, and PROPERTY will receive technical support for the term of this Contract;
- b. Provided PROPERTY has paid the applicable Maintenance and Support, AVAIL shall support the Hardware and Software as set forth in this Agreement;
- c. Corrections - For a period of Twelve (12) months following the release of a Major Release upgrade, AVAIL will use reasonable efforts to support any previously Release of that Software program. AVAIL shall advise PROPERTY as soon as practical, of the intention to discontinue support services of any version of AVAIL software currently in use by PROPERTY. AVAIL shall also maintain this requirement for the subcontractors they use for this Project;
- d. AVAIL shall have no obligation to correct problems which are traced to any PROPERTY errors, modifications, enhancements, software or hardware;

In the event that AVAIL provides any additional services requested by PROPERTY, AVAIL shall invoice for such additional services based upon its then-current time and material rates. PROPERTY shall pay all

charges for such additional services within thirty (30) days from the date of invoice. Charges for additional services may include fees for labor, materials, hardware components, shipping, software, documentation, and/or other products or services and associated expenses, including reasonable travel expenses incurred by AVAIL when providing additional services at PROPERTY's request.

Additional Maintenance and Support, which shall follow the completion of the three (3) years of support may be extended for an agreed upon timeframe by the PARTIES. The cost would be at AVAIL's then current standard Maintenance and Support Fees for as long as AVAIL offers such support. The intent is to make payment of the applicable fees in advance of each anniversary of the completion date. If PROPERTY purchases Maintenance and Support for any copy of the Software, it must purchase Maintenance and Support for all licenses of such Software unless PROPERTY has discontinued the use of certain licensees within the Avail Suite of purchased and installed modules.

8. **Travel Expenses**

PROPERTY will reimburse the AVAIL for any reasonable out-of-pocket expenses deemed appropriate and as approved by PROPERTY's staff assigned to this project, including airfare, travel to and from PROPERTY's site, lodging, meals and shipping, as may be necessary in connection with the duties performed under this Agreement by AVAIL. Appropriate expenses shall be limited to those incurred on site visits associated with the performance of this Agreement which shall receive prior approval from PROPERTY. AVAIL shall submit requests for reimbursement to PROPERTY. Such requests shall be accompanied by documentation substantiating the expense. Invoices for these expenses shall be presented to PROPERTY by AVAIL within fifteen (15) days of the end of the month.

9. **Confidentiality**

The Confidentiality provision of the Software License Agreement is hereby incorporated by reference into this Agreement.

10. **Maintenance and Support**

AVAIL represents to PROPERTY that all services provided hereunder will be performed in a workmanlike manner.

This Agreement includes the software and hardware listed below for this entire term. If during the period of this Agreement, any software or device of the System were to become obsolete, AVAIL agrees to work with PROPERTY to provide a replacement device and to ensure its downward compatibility with the rest of the deployed system.

11. **System Support:**

AVAIL will provide remote and, if necessary, on-site system support as per Section 11.C, for the term specified in this Agreement, for all software initially provided by AVAIL for sustaining the accepted system configuration;

1. AVAIL will provide consultation to PROPERTY's Key Technical Contact by Phone and Remote Diagnostic System Support to:
 - i. Facilitate remote troubleshooting and solution implementation;
 - ii. Acquire and review data logs for problem identification via remote access line;
 - iii. Provide problem analysis and possible resolution;

- iv. Diagnose reported software and system problems. PROPERTY must maintain remote access capability for AVAIL. Remote access will be via a VPN connection;
 - v. Assist in arranging for service and support of non-warranted components. AVAIL can, at PROPERTY's request, provide non-warranted service and support. (i.e. LAN interface to the Communications system and Installation / Removal Services). AVAIL will not be responsible for the service call or system repair costs. Such costs will be billed to PROPERTY.
2. Exceptions:
- i. If it is determined by AVAIL that a system problem was not due to an AVAIL installed component, PROPERTY will be responsible for all engineering and technical support, time and material costs. All labor will be charged at AVAIL's prevailing rates;
 - ii. On-site support is not included in the offer but is available on a time and material basis. However, AVAIL will provide remote support to PROPERTY without additional charge.

Maintenance and Support Components

- a. Software (includes all applicable license fees):

Software
myAvail DataPoint
myAvail Replay
myAvail TALE
myAvail RTPI
myAvail Dispatch
myAvail TIDS Prediction Engine
VitalPoint
myStop Web – site license, internet application
myStop Text
myStop iPhone App
myStop Android Web
myStop Alerts
myStop Subscription

b. Covered Hardware Equipment –

Vehicle Hardware	Quantity – Includes Spares
IEB	37
IVU	4
RCU	4
V9000	37
Agnostic Control Head	4
Mackenzie Annunciators	37
APC	41
Sunrise Interior Signs	41

c. Products deemed defective will be repaired at no additional cost for parts, material and labor. Products will be replaced, instead of repaired, at AVAIL discretion.

d. System Maintenance:

1. PROPERTY is responsible for equipment replacements as required for all installed equipment including:
 - i. In-Vehicle Equipment;
 - ii. Wireless Modem;
 - iii. Wireless LAN;
 - iv. Wayside Sign Component modules.
2. System Maintenance includes removal of equipment, replacement with a spare, initial triage diagnostics and shipping to a designated repair point. Any item to AVAIL must follow AVAIL's RMA procedures;
 - i. PROPERTY is responsible for shipping cost to AVAIL or designated repair point. Return shipment to PROPERTY is at AVAIL's expense.

e. Exceptions:

1. Non-technical hardware items such as batteries, racks, cables, connectors, mounts, handsets, speakers, antennas, sign audio buttons, KVM switches, network switches, memory storage media, panels and punch blocks are wear items and are not covered beyond the Vehicle Installation Support;
2. AVAIL is not responsible for:
 - i. Products that are not used and serviced according to the training and instructions provided by AVAIL;
 - ii. Products that have been altered, repaired or modified without prior consent from AVAIL;
 - iii. Products damaged by any third-party equipment or intervention, force of nature or other conditions not in AVAIL's control;
 - iv. Products damaged due to negligence or abuse.

- v. Cost, loss or damages resulting from the use of AVAIL supplied products, including but not limited to, loss of time, inconvenience and loss of production;
 - vi. Shipping and shipping related costs of products mailed to AVAIL;
 - vii. Products damaged during the shipping process to AVAIL;
 - viii. Cost associated with parts, materials and labor provided by PROPERTY's Maintenance personnel.
3. AVAIL may evaluate items not covered under Maintenance and Support and an assessment will be provided to PROPERTY. If PROPERTY agrees with the assessment, they will be charged for the labor to complete the evaluation, shipping and shipping related costs, parts and materials used and repair labor. If PROPERTY elects not to repair the item, only the labor required for the assessment will be charged. All labor is charged at AVAIL's prevailing rates for the required skill level.
- f. Time and Material Charges for Non-Supported Hardware Repairs or Support:
- 1. To maintain system support coverage, all systems hardware must be returned to AVAIL for repair or approved for repair by AVAIL at a specified repair facility;
 - 2. Any returned unit may be repaired or replaced at the sole discretion of AVAIL;
 - 3. AVAIL will charge a minimum of one (1) hour for each issue or return with subsequent increments billed at one-quarter (1/4) hour intervals at AVAIL's prevailing rate charges (Please refer to Figure 1);
 - 4. Charges for non-supported repair / replacement or support will include the prevailing Preferred Customer rates (subjected to periodic updates)
 - 5. Travel and associated travel labor costs for on-site work (if required) are not included and will be invoiced to PROPERTY at travel costs shall be pursuant to Section 8 of this Maintenance and Support Agreement. An estimate of on-site costs will be provided prior to any travel expenses being incurred.
- g. Installation
- 1. Vehicle Installation 90 – Days
- h. Cellular Communications Service
- 1. AVAIL shall procure, manage, and pay for cellular communication service for the installed system as part of the Maintenance and Support Plan. Deviation in the number or utilization of the system other than as provided during the implementation phase shall allow Avail to seek additional price adjustment for this service.
- i. System Maintenance Logging
- 1. All system maintenance or repair information, whether Hardware or Software, is collected and recorded via CRM Case Logs entry, RMA Tracking for Hardware and Configuration Management tools for Software.
- j. Limits of Maintenance and Support Plan

The maintenance and support set forth in this agreement is a limited maintenance and support plan. The hardware and software, included under the initial installation, new feature purchases, purchased feature enhancements or bug fixes, are subject to the

representations, warranties, indemnifications, limitations and disclaimers set forth in the license agreement.

1. Limitation of Liability

- i. Except with respect to the obligations of Avail pursuant to section 8 of the software license agreement, in no event shall Avail's liability for any reason and upon any cause of action under the software license agreement exceed the maintenance and support fees paid by property to Avail;
- ii. Aside from the provisions listed in the contract and section 9 of the Software License Agreement Avail shall not be liable for any loss of profits, any incidental, special, exemplary or consequential damages; or any claims or demands brought against property or any third party.
- iii. The parties shall not rely upon and shall not grant any means of remedy arising from any statement, representation, maintenance and support or understanding of any person other than as expressly set out in this agreement.

2. Termination

- i. Notwithstanding the foregoing, all provisions here of relating to confidentiality, proprietary rights, nondisclosure, indemnity and limitations of liability shall survive the termination of this Agreement. In the event of termination under this paragraph, PROPERTY will not be entitled to any refund of any portion of the fees paid to Avail under this agreement, unless

Avail:

- a. Materially breaches this Agreement and fails to cure such breach within thirty (30) days after notice from property;
 - b. Delivers a notice that the Software has been declared obsolete or withdrawn from sale;
 - c. Otherwise discontinues providing standard level of support for the myAvail software suite:
- II. Avail shall refund to PROPERTY an amount equal to the aggregate support charges paid by property for the time during which the standard level of support services was not provided to PROPERTY.

Figure 1 - Maintenance and Support Plan

Available Customer Support Plans

Plan	Description	
Standard Business Hours Support	<ul style="list-style-type: none"> Routine Care and Urgent Care are provided during standard business hours. Progress updates provided every two <u>business</u> hours. If needed for a non-covered item, Time and Material charge mechanism must be in place <u>before</u> work will commence 	<ul style="list-style-type: none"> Included in this Agreement
Extended Hours Support	<ul style="list-style-type: none"> Urgent Care response 24/7 access to the Avail Support Team which includes Standard Business Hours Support and all NON-business hours of coverage to support Urgent Care needs. A customer support line to contact the on-duty support engineer at Avail. The continuation of Urgent Care resolution after Standard Business Hours. Progress updates provided every 2nd hour (or as agreed by your team). 	<ul style="list-style-type: none"> Included in this Agreement
Hosted System	<ul style="list-style-type: none"> Includes all features of Standard Business Hour Support and Extended Hours Support Avail operates and maintains the fixed end computer system in our dedicated data center operation Avail connects to your high-speed communications interface provider Avail maintains system backup services and operational system redundancy Includes system hardware maintenance and software release maintenance and upgrades Avail provides the staff for operation and maintenance of the computer system at the hosted location 	<ul style="list-style-type: none"> Included in this Agreement

Figure 2 - Maintenance and Support Plan

Problem Resolution Standards

Level	Definition	Target Action
Routine Care	<ul style="list-style-type: none"> Production use of the system is possible, but a business function is disabled, and no workaround exists; <p>This category also applies to problems which severely impact the progress of an implementation project where no workaround exists.</p> <ul style="list-style-type: none"> implementation project where no workaround exists. 	<ul style="list-style-type: none"> Initial response <u>within (4) four business hours</u>; Resource assigned within a day and remains assigned until resolution; Activity to resolve problem during business hours; Target Resolution: 72 hours.
Urgent Care	<ul style="list-style-type: none"> Business Critical – Production use of the system is not possible; No communication with vehicles and no workaround exists; PROPERTY requires resolution urgently do to financial, legal and public risk exposure. 	<ul style="list-style-type: none"> Initial response <u>within (1) one business hour</u> for Standard Business Hours Support; Extended Hours Support response time <u>will be one (1) hour</u> Resource assigned immediately and remains assigned until resolution; Immediate activity to resolve problem; Target Resolution: 24 hours.

Support Fees

The following table outlines the costs for each plan and the savings being offered in each plan.

Total maintenance and support fees payable under the Agreement are reflected in the circled column of the table:

Period of Support	Annual Price with Year-to-Year Contract	Annual Price with Three-Year Contract	Single Purchase of Three-Year Contract	Annual Price with Five-Year Contract	Single Purchase of Five-Year Contract
November 1, 2018 to October 31, 2019	\$ 97,991	\$ 97,991	\$97,011	\$ 96,031	\$ 95,070
November 1, 2019 to October 31, 2020	\$ 99,950	\$ 98,951	\$97,951	\$ 97,951	\$ 96,972
November 1, 2020 to October 31, 2021	\$101,949	\$100,930	\$99,910	\$ 99,910	\$ 98,911
November 1, 2021 to October 31, 2022	\$103,988	N/A	N/A	\$100,869	\$ 99,860
November 1, 2022 to October 31, 2023	\$106,068	N/A	N/A	\$102,356	\$100,820
Total Price	\$ 509,947	\$ 297,871	\$ 294,873	\$ 497,117	\$ 491,634
Savings Compared to Annual Contract	\$ -	\$ 2,019	\$ 5,018	\$ 12,830	\$ 18,313
Discount	0%	1%	2%	3%	4%

Prevailing Labor Charges for non-Supported Repairs and Services

- a. Software Engineer - \$161.00/hour
- b. Technician - \$92.00/hour

Rates are subject to periodic review and adjustment. Changes to the rate, if any, will occur no more frequently than annually.

Reporting Process:

1. Contact the Call Center and register problem with system - (814) 234-3394 (extension 1050);
2. If no answer at the Call Center, be sure to leave caller name, property name and contact phone number, description of problem;
3. Alternate contact:
 - a. E-mail- support@availtec.com
 - b. 24/7 Support – Call 814-234-3394 x1050, when asked for pin #, enter 7111

Standard Business Hours:

1. Monday through Friday;
2. 7:30 AM to 6:30 PM EST;
3. National holidays excluded.
 - a. January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving and the following Friday, December 25th. (NOTE: If the Holiday falls on a Saturday, AVAIL is closed on the preceding Friday. If a Holiday falls on a Sunday, AVAIL is closed on the following Monday).

Work Flow:

Upon receipt of an issue, AVAIL support staff will begin documentation of the issue. The documentation shall record all pertinent information that has been received either by telephone or email. Following completion of the gathering of information regarding the problem, AVAIL support staff will categorize the issue and communicate the target action back to PROPERTY contact.

Once a problem has been identified, AVAIL support staff will work with AVAIL or third-party engineering staff to determine an appropriate solution timeframe. Once the solution has been tested and proven viable, AVAIL support staff will contact PROPERTY to make arrangements for implementation. In the event that the solution cannot be tested and implemented within the timeframe that was initially communicated to PROPERTY, AVAIL support staff will attempt to implement a workaround for PROPERTY while pursuing resolution. In all cases, AVAIL will attempt to minimize the amount of time necessary to resolve the issue.

If AVAIL personnel cannot recreate the problem in the lab configuration, additional information may be required from PROPERTY. This may include but is not limited to screen shots in .bmp or .jpg format and/or retrieval of files from the affected software.

AVAIL will endeavor to resolve any system problems remotely through use of a Virtual Private Network

(VPN). If both parties deem it necessary to travel to PROPERTY premises to resolve the problem, the on-site engineering /technical support services are included in this agreement. The cost for the travel and living expenses shall be agreed upon between the PARTIES. The engineering / technical support services rendered will be billed to PROPERTY if it is determined while on site that the problem resolution was not due to AVAIL's inability to re-create and resolve the problem remotely.

Authorization:
CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: AVAIL TECHNOLOGIES, INC.
A PENNSYLVANIA CORPORATION

By: _____

Signatures of Authorized Persons:

Print Name: _____

By: Jeffrey Pogue

Title: _____

Print Name: JEFFREY POGUE

APPROVED AS TO FORM:

Title: CHIEF FINANCIAL OFFICER

Office of the City Attorney

By: Dorsey Houtz

Print Name: DORSEY HOUTZ

ATTEST:

Title: PRESIDENT / CEO

City of Santa Rosa Business Tax Cert. No.

City Clerk

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