



Master Services and Hosting Agreement

This Master Services and Hosting Agreement (this "**Agreement**") by and between Selectron Technologies, Inc., an Oregon corporation having a principal place of business at 12323 SW 66th Avenue, Portland, OR 97223, and its successors and assigns ("**Selectron**"), and the City of Delray Beach, Florida ("**Licensee**").

Recitals

Whereas, as between Selectron and Licensee, Selectron is the owner of all rights, titles, and interest in and to certain software and materials, identified more particularly in this Agreement as the "**Licensed Software**"; and

Whereas, Selectron wishes to grant to Licensee, and Licensee desires to obtain from Selectron, certain rights to access and use, and to permit authorized Licensee employees to access and use the Licensed Software through Selectron's application hosting service, as more particularly described below and in accordance with the terms and conditions of this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

Agreement

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings. Any capitalized terms used in this Agreement that are not defined in this Section 1 shall have the meaning given to them elsewhere in this Agreement.

1.1 "Aggregate Data" means information, data, and statistics about a group of individuals, organizations, or transactions that cannot be used to identify Licensee or a particular individual, including Licensee Data that has been de-identified and anonymized and combined with data about other individuals and transactions.

1.2 "Authorized User" means an Employee that Licensee provides with access to the Licensed Software.

1.3 "Customer Tools" means the Licensed Software components and interfaces that, as described in the Documentation, are designed and intended to be accessed by customers of Licensee through an application that is set up and maintained as part of the Services and/or Licensee's website.

1.4 "Derivative Work" shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that

in the absence of a license, would infringe the Intellectual Property Rights associated with such preexisting work.

1.5 "Documentation" shall mean the standard documentation for the Licensed Software, as generally provided by Selectron to its other customers.

1.6 "Employee" shall mean a then-current employee of Licensee.

1.7 "Intellectual Property Rights" shall mean all rights associated with (a) patents, designs, algorithms, and other industrial property rights; (b) works of authorship, including copyrights, "moral rights", and derivative works thereof; (c) the protection of trade and industrial s e c r e t s and confidential information; (d) Trademarks (as defined herein); (e) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, divisions, continuations, renewals, extensions, divisions, and re-issuances of any of the foregoing, now existing or acquired in the future.

1.8 "Licensed Software" shall mean, collectively, (a) the software programs that are listed in Exhibit A and further described in Exhibit C; (b) the Documentation; and (c) any Updates.

1.9 "Licensee Data" means structured data about and identifiable to customers of Licensee, including without limitation data about transactions between such customers and Licensee, (a) that Licensee provides to Selectron to enable Selectron to provide the Licensed Software and the Services, (b) that Selectron collects from Licensee's customers to facilitate payments by those customers to Licensee, or (c) that Selectron otherwise collects or creates, including by automated means, in the course of performing the Services or providing the Licensed Software to Licensee.

1.10 "PCI Data" means Cardholder Data (including, without limitation, Primary Account Number, cardholder name, expiration date, and Service Code) and Sensitive Authentication Data (including without limitation full magnetic stripe data or the equivalent on a chip, CAV2/CVC2/CW2/CID, PINs/PIN block), as such terms are defined by the PCI Security Standards Council.

1.11 "Security Incident" means a breach of security resulting in an unauthorized third-party gaining access to Licensee Data if (a) such breach creates a substantial risk of harm to Licensee or any individual(s) and (b) the Licensee Data was accessed in unencrypted, usable, or readable form or it is reasonably likely that the unauthorized third party has acquired or will acquire the decryption key or other means of converting the Licensee Data to readable or usable form.

1.12 "Services" means the outbound call management, customization, training, set-up, configuration, or other services listed in Exhibit A and further described in Exhibit C hereto, the Technical Support Services, and any other services Selectron provides to Licensee as described herein.

1.13 "Technical Support Services" means the maintenance and technical support services described in Exhibit B hereto.

1.14 "Term" shall have the meaning set forth in Section 11.1.

1.15 "Trademarks" shall mean (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; (c) such other marks and logotypes as either party may designate from time to time in writing; and (d) the goodwill connected with the use of and symbolized by any of the foregoing.

1.16 "Updates" shall mean any modifications, error corrections, bug fixes, new releases, or other updates of or to Licensed Software, including the Documentation, that may be provided or otherwise made available hereunder by Selectron to Licensee during the Term.

1.17 "Work Product" means any and all work product, deliverables, materials, drawings, works of authorship, creative works, designs, inventions, documentation, methods, processes, techniques, software, reports, or data created or developed by Selectron in the course of performing the Services or providing the Licensed Software, excluding Licensee Data.

2. Grant of License; Restrictions

2.1 Grant of License to Use Licensed Software. Subject to the terms and conditions of this Agreement, including the End User License Agreement ("EULA") attached hereto as Exhibit D which is incorporated into and made a part hereof, and the timely payment of all fees hereunder, Selectron hereby grants to Licensee a non-exclusive, nontransferable, non-sublicensable, limited license, during the Term, to access and use the Licensed Software solely in accordance with the Documentation and the EULA and solely for Licensee's own internal business use. Except as set forth in this Section 2.1 or the EULA, no other right or license of any kind is granted by Selectron to Licensee hereunder with respect to the Licensed Software.

2.2 Software Restrictions. Licensee hereby acknowledges and agrees that it shall not use the Licensed Software for any purpose other than the purpose for which Selectron has developed the Licensed Software, and that it shall use the Licensed Software in accordance with the EULA and all applicable laws, rules, and regulations. In the event of any violation of this Section 2.2 or the terms of the EULA by Licensee or any person Licensee provides with access to the Licensed Software (whether or not such person is an Authorized User), Selectron may terminate this Agreement in accordance with Section 11.2, and shall be entitled to equitable relief in accordance with Section 12.5.

2.3 Data Restrictions. Selectron hereby acknowledges that the Licensee Data may contain sensitive, personally-identifiable information. Selectron will not disclose Licensee Data to any third-party except as required to perform its obligations under this Agreement (e.g., transmittal of PCI Data to Licensee's designated payment gateway) and will maintain and use the Licensee Data only for purposes of performing its obligations under

this Agreement. Except as otherwise expressly provided herein, Selectron will promptly delete any Licensee Data that Licensee requests in writing to be deleted (except for data retention required by law).

2.4 Rights in Aggregate Data.

Notwithstanding Section 2.3, Selectron may, (a) during the term of this Agreement, use and analyze the Licensee Data to generate Aggregate Data and (b) during and after the term of this Agreement, retain, use, publish, and otherwise disclose Aggregate Data without restriction, so long as the Aggregate Data is disclosed in a form in which it cannot be used to identify Licensee or any particular individual(s). By way of example and without creating any limitation, Selectron may analyze the Licensee Data along with data gathered from other sources to generate statistics and analytics about success rates of municipalities in collecting payments in response to application notification calls.

3. Deliverables and Services

3.1 Services. Selectron shall perform the Services described in Exhibit A and Exhibit C and the Technical Support Services described in Exhibit B in accordance with the terms of this Agreement.

3.2 Delivery, Testing, and Acceptance. All deliveries of equipment or physical goods required under this Agreement shall be F.C.A. Selectron's facilities. Selectron shall provide Licensee with the Documentation and access to the Licensed Software according to the delivery, testing, and acceptance schedule and terms and conditions set forth in Exhibit A and Exhibit C. Unless a testing period of different duration is set forth in Exhibit A or Exhibit C, Licensee shall have a testing period of thirty (30) days from the date of delivery of any Licensed Software, including any customized Licensed Software, to inspect and test the Licensed Software. If Licensee provides Selectron with written notice during the applicable testing period describing the Licensed Software's failure to substantially comply with the limited warranty set forth in Section 7.2 in sufficient detail to enable Selectron to reproduce such failure, the Service Fees for the non-conforming Licensed Software shall be suspended until Selectron corrects any such substantial non-conformity. If Licensee does not provide such notice during the testing period, the Licensed Software shall be deemed accepted, and Licensee's sole remedy for any non-conformance shall be the Technical Support Services provided hereunder.

3.3 Authorized Users; Licensee Identification and Passwords. Except as provided in

Section 3.4, Licensee shall not permit any person to access the Licensed Software other than Employees whom Licensee has designated as Authorized Users. Each individual natural person shall be a separate Authorized User for purposes of this Agreement. Licensee shall create or request that Selectron create unique log-in credentials, consisting of a "User Identification" and "User Password", for each individual Authorized User who shall be accessing the Licensed Software. Licensee hereby acknowledges that Licensee and its Authorized Users bear sole responsibility for protecting the confidentiality of all User Passwords and shall remain fully responsible and liable for (and Selectron shall not be responsible or liable for) any unauthorized use of any User Identifications or User Passwords. Licensee shall not share or disclose and shall not permit any Authorized User to share or disclose, such Authorized User's log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. A User Identification may not be transferred from one Authorized User to another Authorized User. Licensee shall promptly terminate (or cause to be terminated by requesting that Selectron terminate) the User Identification for any individual who ceases to be an Authorized User for any reason, including without limitation due to termination of such individual's employment with Licensee. Licensee shall promptly notify Selectron if it discovers or suspects that any log-in credentials have been accessed or used by any person other than the Authorized User to which such log-in credentials were granted, in which case Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

3.4 Customer Tools. Licensee may permit its customers to access and use the Customer Tools solely through Licensee's website and/or an application that is set up and maintained as part of the Services, and solely for the purpose of enabling such customers to (a) receive notifications sent by or on behalf of Licensee, (b) make payments to Licensee, (c) view their invoices from Licensee and history of payments to Licensee, and (d) update their contact information with Licensee.

3.5 Hosting. During the Term, Selectron and/or its designees shall host and maintain the Licensed Software, and provide access thereto, subject to the terms and conditions of this Agreement and the EULA.

3.6 Updates, Maintenance, and Technical Support. During the Term, Selectron shall provide Licensee with Updates as they are made generally available by Selectron to its other customers, as well as

maintenance and technical support, in accordance with the terms and conditions set forth in Exhibit B. Any Update provided or made available by Selectron hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

3.7 Other Modifications to the Licensed Software. Licensee understands and agrees that Selectron may make modifications and updates to the Licensed Software from time to time. Selectron may determine in its sole discretion whether to provide such modifications and updates to Licensee and its other customers as an Update hereunder, or whether such modifications and updates will be issued as a separate or new product or premium version of the Licensed Software that is available only at an additional charge.

3.8 Further Licensee Obligations. Licensee shall be solely responsible for acquiring and maintaining, at its own expense, the necessary equipment and Internet and telecommunication services required to access the Licensed Software and the Services. Licensee acknowledges that Selectron shall have no obligation to assist Licensee in using or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

4. Fees and Payment

4.1 Service Fees. Licensee shall pay to Selectron service fees ("**Service Fees**") in the amounts and according to the terms and conditions set forth in Exhibit A. In addition to the payment of Service Fees, unless different terms are provided for in Exhibit A, Licensee agrees to reimburse Selectron for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Selectron in connection with the performance of any Services.

4.2 Payment Terms. Unless different payment terms are set forth in Exhibit A, all fees and expenses payable hereunder shall be due thirty (30) days from the date of invoice. If any amounts are past due and outstanding, Selectron reserves the right to suspend the licenses granted hereunder, suspend access to the Licensed Software, and discontinue the Services until all outstanding amounts are paid. Selectron is entitled to recover all costs of collection, including attorney's fees and related expenses.

4.3 Disputed Amounts. Any disputed charges must be presented by Licensee to Selectron in writing within fifteen (15) days of the date of invoice, and the parties agree to cooperate in good faith to promptly resolve any disputed invoice within fifteen (15) days of Selectron's receipt of Licensee's written

notice of dispute. In the event Licensee disputes any amounts invoiced by Selectron in good faith, the undisputed amount shall be paid when due, and only disputed amounts shall be withheld pending resolution of the dispute. If payment of a disputed amount has already been made and later resolution of the dispute is in Licensee's favor, a credit will be issued by Selectron to Licensee on the next invoice.

4.4 Fee Increases. During the Initial Term, the Service Fees set forth in Exhibit A shall apply. After the Initial Term (as defined in Section 11.1 below), Selectron may increase or change its fees by providing Licensee with notice of such increase or change at least ninety (90) days prior to the effective date of such increase or change. If Selectron elects to increase prices after the Initial Term, Selectron shall provide City with a written Amendment memorializing such increase, and City shall promptly execute Amendment or terminate this Agreement by providing notice of termination to Selectron within twenty (20) days after receipt of the notice of price increase or change, which termination will become effective thirty (30) days after such written notice of termination.

4.5 Taxes. All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Unless Licensee provides Selectron with evidence, reasonably satisfactory in Selectron's discretion, that Licensee is tax exempt, Licensee shall pay, indemnify, and hold Selectron harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other taxes or governmental charges of any nature, including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Licensee and any services rendered to Licensee; provided, however, that Licensee be responsible for paying any taxes imposed on, or with respect to, Selectron's income, revenues, gross receipts, personnel, or real or personal property or other assets. At any time during the term, Selectron may request to see evidence that Licensee is tax exempt, and if Licensee loses its tax exempt status at any time during the Term, it shall pay the taxes and other fees and amounts described under this Section 4.5.

5. Proprietary Rights

As between Selectron and Licensee, Selectron and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights in and to the Licensed Software and any Work Product resulting from performance of the Services and any portions thereof, including without limitation any copy or Derivative Work of the Licensed Software (or any portion thereof) and any Updates and upgrades thereto. Licensee agrees to take any action reasonably requested

by Selectron to evidence, maintain, enforce, or defend the foregoing. Licensee shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Selectron's or its licensors' ownership of and rights with respect to the Licensed Software or Service, or any Derivative Work or Update or upgrade thereto. The Licensed Software and any Work Product are licensed, not sold, and Licensee shall have only those rights in and to the Licensed Software and Work Product and any Derivative Work or Update or upgrade thereto as are expressly granted to it under this Agreement, including the EULA.

6. Proprietary Information

During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the disclosing party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's express prior written consent; provided, however, that each party (the "**receiving party**") may disclose Proprietary Information of the other party (the "**disclosing party**") (a) to such receiving party's employees, directors, officers, contractors, and agents (collectively, "**Representatives**") who have a need to know such information and who have been advised of and have agreed to comply with the confidentiality restrictions contained in this Section 6 and (b) to such third parties as are authorized or directed by the disclosing party in writing. Each party shall be responsible and liable for the actions and omissions of its Representatives. "**Proprietary Information**" belonging to a disclosing party includes, but is not limited to, such disclosing party's (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding its plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of employees, and (d) other information about or belonging to such disclosing party that the receiving party should reasonably know, due to the nature of the information or the circumstances surrounding its disclosure, is regarded by the disclosing party as confidential. Proprietary Information includes reports, analyses, notes, and other information or materials that contain or are derived using the disclosing party's Proprietary Information, even if developed in whole or in part by the receiving party.

For clarity, information about the Licensed Software, including information about its features, functionality, and pricing, are and shall remain the Proprietary Information of Selectron. For further clarity, Licensee Data is and shall remain the Proprietary Information of Licensee.

Notwithstanding the foregoing, information will not be considered to be Proprietary Information if (a) it is readily available to the public other than by a breach of this Agreement; (b) it has been rightfully received by the receiving party from a third party without confidentiality limitations; (c) it has been independently developed by the receiving party without reference to or use of the disclosing party's Proprietary Information; or (d) it was rightfully known to the receiving party prior to its first receipt from the disclosing party. The receiving party shall be entitled to disclose the disclosing party's Proprietary Information if required by law or a judicial order; provided that the receiving party first provides prompt notice of the required disclosure to the disclosing party and complies with any protective or similar order obtained by the disclosing party limiting the required disclosure.

7. Representations and Warranties; Warranty Disclaimer.

7.1 Mutual Representations. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (a) is within its corporate, municipal, or governmental powers, as the case may be (b) has been duly authorized by all necessary corporate, municipal, or governmental action on such party's part, and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any law, regulation, judgment, decree or order, or any contract, agreement, or other undertaking, applicable to such party.

7.2 Limited Software Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron represents and warrants to Licensee that the Licensed Software, when used in accordance with the Documentation, shall throughout the Term substantially conform to the functional specifications in such Documentation. If Licensee finds what it reasonably believes to be a failure of the Licensed Software to substantially conform to the functional specifications in the Documentation, and provides Selectron with a written report that describes such failure in sufficient detail to enable Selectron to reproduce such failure, Selectron shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Licensee in accordance with

Exhibit B hereto. Outside the United States, this limited warranty is only available with proof of purchase from an authorized source. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, SELECTRON PROVIDES THE LICENSED SOFTWARE TO LICENSEE "AS IS" AND "AS AVAILABLE." SELECTRON MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SELECTRON, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS

AGREEMENT. This Section states the entire liability of Selectron and the sole and exclusive remedy of Licensee with respect to any breach of the foregoing express warranty.

7.3 Limited Services Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron warrants that the Services shall be performed in a professional and workmanlike manner. Selectron's sole obligation, and Licensee's exclusive remedy for breach of the foregoing warranty, is that Selectron shall use its commercially reasonable efforts to re-perform the Services or otherwise cure such breach. If, in Selectron's sole judgement, curing the breach is not commercially feasible, Selectron shall credit Licensee for a portion of the fees allocable to the affected period of time that is proportionate to the period the Services or Licensee's ability to access or use the Licensed Software was impaired.

7.4 Disclaimer of Other Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 AND SECTION 8.5.5 CONSTITUTE THE ONLY WARRANTIES MADE BY SELECTRON WITH RESPECT TO THE LICENSED SOFTWARE AND THE SERVICES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SELECTRON DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE LICENSED SOFTWARE SHALL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE

LICENSED SOFTWARE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN SECTION 7 AND SECTION

8.55 OF THIS AGREEMENT.

7.5 Defects Not Covered by Warranties. Selectron shall have no obligations under Section 7.2 to the extent any nonconformance or failure of, or error in, the Licensed Software is caused by (a) use of any attachment, feature, hardware, software, or device in connection with the Licensed Software, or combination of the Licensed Software with any other materials or service, unless the combination is performed by Selectron;

(b) transportation, neglect, misuse, or misapplication of the Licensed Software, or any use of the Licensed Software that is not in accordance with this Agreement, the EULA, and/or the Documentation; (c) alteration, modification, or enhancement of the Licensed Software, except as may be performed by Selectron; (d) failure to provide a suitable use environment for all or any part of the Licensed Software; or (e) failure to maintain systems and environments that are compatible with Updates.

8. Security

8.1 Internet Security. Selectron's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. Licensee is solely responsible for the security and integrity of information it transfers from the Licensed Software, if any. Selectron makes no representations or warranties to Licensee regarding (a) the security or privacy of Licensee's network environment, or (b) any third-party technologies or services' ability to meet Licensee's security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Licensee is solely responsible for ensuring a secure environment for information it transfers from the Licensed Software, if any. Further, Licensee acknowledges and agrees that Selectron does not operate or control the Internet and that Selectron shall have no responsibility or liability in connection with a breach of security or privacy regarding the Licensed Software or information contained therein that is caused by (a) viruses, worms, Trojan horses, or other undesirable data or software; (b) unauthorized users, e.g., hackers; or (c) any other third party or activity beyond Selectron's reasonable control; in each of the foregoing cases, except to the extent caused by Selectron's breach of Section 8.4 or 8.5.

8.2 Remote Access Security. In order to enable code development and support and maintenance of the software, Selectron may require remote access capability. Remote access is normally provided by installing PC-Anywhere, ControllIT, or other industry standard remote access software. It may also be provided through a Licensee solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Licensee's responsibility to ensure that the remote access method meets Licensee's security requirements. Selectron makes no representations or warranties to Licensee regarding the remote access software's ability to meet Licensee's security or privacy needs. Selectron also makes no recommendation for any specific package or approach with regard to security. Licensee is solely responsible for ensuring a secure network environment.

8.3 Outbound Services Disclaimer. Outbound services are intended to create additional methods of communication for Licensee's employees who use the Licensed Software in support of existing processes. These services are not intended to replace all interaction with Licensee's end users or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Licensee acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Licensed Software, and Licensee acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Selectron, and that Licensee forever releases Selectron from any and all liability caused by (a) any failed call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; (b) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder; or (c) if Licensee, Licensee's employees, or Licensee's end user suffer injury or damage due to the failure of outbound services to operate, even

though Licensee does not know what or how extensive those injuries or damages might be, unless such losses were directly attributable to Selectron's gross negligence or willful misconduct.

8.4 Privacy and Security Standards. Selectron agrees that it will gather, collect, receive, generate, store, use, maintain, transmit, process, import, export, transfer and disclose the Licensee Data substantially in compliance with applicable data protection, security, breach notification and privacy laws, rules, regulations and industry standards to which Selectron is subject. Selectron shall, at all times, use reasonable measures to protect the confidentiality of the Licensee Data in its possession or care, including technical, administrative, and physical safeguards that are appropriate given the nature of the Licensee Data.

8.5 PCI Compliance. Selectron warrants that, during the Term of this Agreement, (a) all system components, people, processes, and the cardholder data environment that are used in Selectron's collection, transmittal, or other processing of PCI Data on behalf of Licensee are and shall remain compliant with the applicable provisions of PCI DSS; and (b) Selectron PayEngine™, Selectron's proprietary payment application, is and shall remain compliant with PA-DSS. On an annual basis or upon Licensee's request, Selectron shall provide Licensee with an Attestation of Compliance or Attestation of Validation confirming such compliance.

8.6 Incident Response. In the event Selectron becomes aware of a confirmed or suspected Security Incident involving the unauthorized disclosure or theft of PCI Data, Selectron shall (a) notify Licensee, (b) cooperate in any investigation, (c) promptly take reasonable measures to prevent further unauthorized access or use of the Licensee Data, (d) cooperate with Licensee's notification to affected individuals if such notification is required by applicable law or regulation, and (e) perform all such other acts or cooperate with Licensee's performance of all such other acts, that are required with respect to such Security Incident by applicable law or regulation.

8.7 Limited Scope of PCI Data Processing. The parties acknowledge that Selectron's sole processing of PCI Data on behalf of Licensee shall consist of (a) collecting PCI Data needed to facilitate payments to Licensee, (b) transmitting such PCI Data to a third-party payment gateway designated by Licensee, and (c) receiving confirmation via the payment gateway that the payment transaction has been completed. After

transmittal of PCI Data to the payment gateway, Selectron will not retain, store, or continue to use or process such PCI Data.

8.8 Data Transfers Between Licensee and Selectron. The parties acknowledge that, to facilitate providing the Services and the Licensed Software, Selectron and Licensee shall regularly transfer Licensee Data to each other. Licensee, not Selectron, is responsible for providing and maintaining a secure file transfer protocol for such transfer of Licensee Data and shall be responsible for maintaining the security of the system components, environment, and procedures of such file transfer protocol.

8.9 Licensee's Privacy Practices. Licensee acknowledges that the Licensee Data includes information about individuals with whom Licensee, rather than Selectron, has direct relationships. Therefore, it is Licensee's obligation, and not Selectron's obligation, to provide any privacy notices or disclosures to, and obtain any consent from, such individuals as may be required by applicable law with respect to processing of the Licensee Data by Selectron on Licensee's behalf. Licensee represents, warrants, and covenants to Selectron that (a) Licensee has the authority to transmit the Licensee Data to Selectron; and (b) Selectron's collection, storage, transmittal, and other processing of the Licensee Data on behalf of Licensee, as described in the Documentation and this Agreement, does not and will not violate any applicable laws, regulations, ordinances, contracts, policies, orders, or decrees to which Licensee is subject.

9. Indemnification

9.1 Infringement Indemnity Obligations of Selectron. Selectron shall defend any action brought against Licensee to the extent it is based on a third-party claim that use by Licensee of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes or misappropriates any valid United States patent, copyright, or trade secret. Selectron shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Licensee in such action that are attributable to such claim. Licensee agrees to promptly notify Selectron of any known or suspected infringement or misappropriation of Selectron's proprietary rights of which Licensee becomes aware. Should the Licensed Software become, or be likely to become in Selectron's opinion, the subject of any claim of infringement, Selectron may, at its option (a) procure for Licensee the right to continue using the potentially

infringing materials: (b) replace or modify the potentially infringing materials to make them non-infringing; or

(c) terminate this Agreement and provide Licensee with a refund equal to the set-up fees paid by Licensee, less an amount equal to the depreciated portion of such fees calculated on a five (5) year straight-line basis. This Section 9.1 states the entire liability of Selectron and the exclusive remedy of Licensee with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

9.2 Infringement Indemnity Obligations of Licensee. Selectron shall have no liability for any claim based upon (a) the use, operation, or combination of the Licensed Software with non-Selectron programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; (b) use of other than the then-current, unaltered version of the Licensed Software that incorporates all Updates; (c) Licensee's or its agents' or Employees' activities after Selectron has notified Licensee that Selectron believes such activities may result in infringement; (d) any modifications to or markings of the Licensed Software that are not specifically authorized in writing by Selectron; (e) any third-party software; (f) any Licensee Data; or

9.3 Security Related Indemnity Obligations of Selectron. If an investigation performed by a qualified third party forensic investigator confirms that a Security Incident was caused solely by an act or omission of Selectron, including any security vulnerability in system components, procedures, or environments owned or controlled by Selectron, then Selectron shall defend, indemnify, and hold harmless Licensee for, from and against all liabilities, costs, damages, fines, penalties, and expenses (including reasonable attorney's fees) incurred by Licensee as a result of such Security Incident, including the reasonable costs of investigation and reasonable costs of notification to affected individuals and providing credit monitoring or other fraud prevention services, but only to the extent such notification, credit monitoring, or other fraud prevention services are required by applicable laws, regulations, a court order or consent decree, or the terms of a settlement and release of claims arising from such Security Incident that Selectron has consented to (collectively, "Losses").

9.4 Security Related Indemnity Obligations

of Licensee. Selectron shall have no liability or obligation to defend or indemnify Licensee with respect to any Losses caused by Licensee's breach of Sections 8.8 or 8.9 or any Security Incident to the extent caused in whole or in part by an act or omission of Licensee or any third party (other than Selectron's subcontractors) or any of their affiliates, employees, directors, officers, agents, or contractors (other than Selectron), including without limitation any of the following acts or omissions: (a) their loss of control of any device, (b) their failure to maintain the confidentiality of log-in credentials, (c) their transmission of data via methods that are not secure, (d) their failure to maintain systems and environments that are compatible with any Update, (e) their violation of the applicable terms of this Agreement or any applicable laws, regulations, or industry standards, or (f) any vulnerability in their environment, systems, hardware, software, or physical or administrative security safeguards or procedures, including without limitation any vulnerability in the file transfer protocol maintained by Licensee pursuant to Section 8.8. To the extent permitted by Section 768.28, *Florida Statutes*, Licensee shall indemnify, defend, and hold harmless Selectron for, from and against all Losses arising from any such Security Incident or Licensee's breach of Sections 8.7 or 8.8, including any expenses except for attorney's fees incurred by Selectron in complying with its obligations under Section 8.6.

9.5 Conditions for Indemnification.

The parties' indemnification obligations hereunder shall apply only if (a) the party to be indemnified (the "indemnitee" notifies the party obligated to indemnify them (the "indemnitor") in writing of a claim promptly upon learning of or receiving the same; and (b) the indemnitee provides the indemnitor with reasonable assistance requested by the indemnitor, at the indemnitor's expense, for the defense and settlement, if applicable, of any claim. The indemnitee's failure to perform any obligations or satisfy any conditions under this Section 9.5 shall not relieve the indemnitor of its obligations hereunder except to the extent that the indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

10. Limitation of Liability

10.1 Limited Remedy.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SELECTRON OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR, OR BE OBLIGATED TO INDEMNIFY LICENSEE FOR, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL,

CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF SELECTRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED.

10.2 Maximum Liability.

Notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Selectron's entire liability arising from or relating to this Agreement or the subject matter hereof, under any legal theory (whether in contract, tort or otherwise), shall not exceed the amounts actually received by Selectron from Licensee hereunder in the twelve (12) months immediately preceding the action that gave rise to the claim. Licensee acknowledges that the Service Fees reflect the allocation of risk set forth in this Agreement and that Selectron would not enter into this Agreement without the limitations on liability set forth in this Agreement.

11. Term and Termination

11.1 Term.

The term of this Agreement shall commence on the Effective Date and continue for an initial period of three (3) years therefrom (the "Initial Term"), and may renew for two additional one (1) year periods upon written agreement of both parties. After the Initial Term, the Licensee (City), at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing 10 days written notice to Selectron. Upon receipt of such notice, Selectron shall work with Licensee to terminate the system usage and Licensee shall not incur any additional costs under the Agreement for services after the date the system is taken out of service. The Licensee shall be liable only for reasonable costs incurred by Selectron prior to the date the system is taken out of service.

11.2 Termination for Default.

If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within sixty (60) calendar days after written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of sixty (60) calendar days, the defaulting party institutes within the sixty (60) day-period substantial steps necessary to remedy the default and thereafter diligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, in the event Licensee breaches the EULA or Sections 2.2, 5 and/or 6 of this Agreement, Selectron may immediately terminate this Agreement. Licensee shall notify Selectron within twenty-four (24) hours of Licensee's becoming aware of any breach

(other than by Selectron) of the terms and conditions of this Agreement, including, without limitation, any breach of Sections 2.2, 5 or 6.

11.3 Termination for Bankruptcy. Either party may terminate this Agreement if the other party (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement, all rights and licenses granted to Licensee hereunder shall immediately and automatically terminate. Within ten (10) days after any termination or expiration of this Agreement, Licensee shall, at its sole expense, return to Selectron (or destroy, at Selectron's sole election) all Licensed Software and Proprietary Information of Selectron (and all copies, summaries, and extracts thereof) then in the possession or under the control of Licensee and its current or former employees subject to the constraints of the Public Records Law of Florida, Fla. Stat. 119. Licensee shall furnish to Selectron an affidavit signed by an officer of Licensee certifying that, to the best of its knowledge, such delivery or destruction has been fully affected. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity and shall not relieve either party of liability for breaches occurring prior to the effective date of such termination. Any provisions that would reasonably be expected by the parties to survive termination of this Agreement shall survive such termination, including without limitation the provisions of the EULA and Sections 1 ("Definitions"), 2.2 ("Software Restrictions"), 2.3 ("Data Restrictions"), 2.4 ("Rights in Aggregate Data"), 4 ("Fees and Payment") (with respect to amounts accrued but as-yet unpaid), 5 ("Proprietary Rights"), 6 ("Proprietary Information"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8

("Security"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11 ("Term and Termination") and 12 ("General Provisions").

11.5 Fiscal Funding Out

The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

12. General Provisions

12.1 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (on the earliest of) (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt; or (c) upon receipt three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to the address set forth on the signature page below (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 12.1).

12.2 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, U.S.A., without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any dispute regarding this Agreement must be brought in the state or federal courts located in Palm Beach County, Florida, U.S.A.

12.3 Construction. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

12.4 Attorneys' Fees. If any legal action is brought relating to this Agreement or the breach hereof, each party shall be responsible for full amount of its reasonable expenses, including all court costs and reasonable attorney fees paid or incurred.

12.5 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder,

operate as a waiver of any right or remedy.

12.6 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to affect the intent of the parties, and reformed without further action by the parties, to the extent necessary to make such provision valid and enforceable. Without limiting the generality of the foregoing, Licensee agrees that Section 7.4 will remain in effect notwithstanding the unenforceability of any other provision hereof.

12.7 Independent Contractor Relationship. Selectron's relationship with Licensee will be that of independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or employer-employee relationship. Licensee is not an agent of Selectron and is not authorized to make any representation, contract, or commitment on behalf of Selectron, or to bind Selectron in any way. Selectron is not an agent of Licensee and is not authorized to make any representation, contract, or commitment on behalf of Licensee, or to bind Licensee in any way. Selectron will not be entitled to any of the benefits that Licensee may make available to its employees, such as group insurance, profit sharing, or retirement benefits.

12.8 Force Majeure. Except for the payment of monies due hereunder, neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, Internet or other network "brownouts" or failures, power failures, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance and to mitigate the harm or damage caused by such delay.

12.9 Public Announcements. Licensee shall cooperate with Selectron so that Selectron may issue a press release concerning this Agreement; provided, however, Selectron may not release any such press release without the prior approval of Licensee (which shall not be unreasonably withheld, delayed, or

conditioned). However, without seeking prior approval in each instance, Selectron shall have the right to use Licensee's name as a customer reference, and to use Licensee's trade name on Selectron's customer lists.

12.10 U.S. Government Rights. (a) The Licensed Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Licensed Software are licensed to any U.S. Government End Users (i) only as a commercial item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, OR 97223, USA. This Section, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

(b) The parties agree that, in the event that Licensee is a governmental entity, all other state and local governments within Licensee's state may purchase a license from Selectron to use the Licensed Software under the same terms and conditions as set forth in this Agreement by entering into a master services and hosting agreement with the same terms and conditions as set forth herein with Selectron.

12.11 Export Controls. The Licensed Software is subject to the export control laws of the United States and other countries. Licensee may not export or re-export the Licensed Software, unless Licensee has first obtained Selectron's prior written permission and the appropriate United States and foreign government licenses, at Licensee's sole expense. Licensee must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Licensed Software. None of the Licensed Software may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Licensee shall defend, indemnify and hold Selectron and all successors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys' fees and

costs) arising out of Licensee's violation of such export control laws. Licensee further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

12.12 Captions and Section Headings. The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

12.13 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement.

12.14 Modification; Subsequent Terms. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Selectron and Licensee. To the extent that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the Agreement ("Subsequent Terms") differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof. The terms on any purchase order or similar document submitted by Licensee to Selectron will not modify the terms and conditions of this Agreement.

12.15 By entering into this Agreement Selectron acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Selectron affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Selectron, Selectron may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

12.16 Entire Agreement; Amendment. This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes (a) all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

12.17 Public Records. City is a public agency subject to Chapter 119, Fla. Stat.

IF SELECTRON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

a. Selectron shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the Agreement term and following completion of the Agreement if Selectron does not transfer the records to the City.

- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If Selectron transfers all public records to the City upon completion of the Agreement, Selectron shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Selectron keeps and maintains public records upon completion of the Agreement, Selectron shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

deemed by the City to be a material breach of this Agreement justifying its termination.

12.18 INSPECTOR GENERAL. Second Party is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Second Party and its sub licensees and lower tier sub licensees. Second Party understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Second Party or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be

SELECTRON TECHNOLOGIES, INC.

By: _____
Signature

Name: Todd A. Johnston

Title: President

Date: 7-27-2023

Address: 12323 SW 66th Avenue

Portland, OR 97223

LICENSEE

By: _____
Signature

Name: Shelly Petrolia

Title: Mayor

Date: _____

Address: 100 N.W. 1st Av

Delray Beach, FL 33444

ATTEST:

Katerri Johnson, City Clerk

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

**Exhibit A
Scope of Work**

City of Delray Beach, FL

EE6551

1.1.1. MANAGED SERVICES QUOTE

| | TOTAL |
|---|------------------|
| HOST CONVERSION FEE – Tyler Munis for Utilities | \$20,000 |
| Loyal Customer Discount | \$-10,000 |
| TOTAL ONE TIME SETUP FEE | \$10,000 |
| | |
| ANNUAL HOSTING & MANAGED SERVICE FEE - IVR & Web | \$45,650 |
| For Permits & Utilities * *** | |
| SelectTXT ANNUAL PLATFORM FEE ** | \$5,000 |
| SelectTXT SMS Annual Message Bundle 40,000 ** | \$3,000 |
| ANNUAL CALL FEES ** | \$24,000 |
| Annual Calls Included | 80,000 |
| Cost Per Call Over Included | \$0.40 |

Pricing above assumes a 3-year contract with 2 one-year renewals.

*Current fee is paid through 6/30/23

**Current fees 4/1/23 – 3/31/24

Yearly Investment Rollup

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------------------------|-----------------|-----------------|-----------------|-----------------|------------------|
| System Setup Cost | \$10,000 | - | - | - | - |
| Managed Service & Hosting Fee *** | \$45,650 | \$45,650 | \$45,650 | \$45,650 | \$45,650 |
| Annual SelectTXT Platform Fee | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 |
| SelectTXT Message Bundle 40,000 | \$3,000 | \$3,000 | \$3,000 | \$3,000 | \$3,000 |
| Annual IVR Call Fees | \$24,000 | \$24,000 | \$24,000 | \$24,000 | \$24,000 |
| YEARLY TOTAL | \$87,650 | \$77,650 | \$77,650 | \$77,650 | \$77,650 |
| | | | | | |
| Total Investment | | | | | \$398,250 |

*** Should the City of Delray Beach decide to discontinue services for Permitting Web (\$5775.00 annually) or Utilities Web (\$8,135.00 annually) it will be Delray Beach's responsibility to notify Selectron of that date and the Annual Managed Service and Hosting Fee will be reduced accordingly.

MANAGED SERVICES APPLICATION SCOPE & ASSUMPTIONS

- Channels:
 - IVR for Building & IVR for Utilities, Web for Building & Web for Utilities
- Functionality:
 - Continue with existing functionality for all solutions including a Host Conversion for Utilities to Tyler Munis and complete Host Conversion to Tyler EnerGov for Permitting.
- Application Database Integration: Tyler Munis & Tyler EnerGov
 - Integration to Tyler Munis and EnerGov requires appropriate ports enabled within the Delray Beach network and VPN connectivity, as determined is necessary during the system implementation.
- Number of IVR Ports: 8
- Payments/ Payment Processor: Payments are available if Relay is integrating to one of the following payment gateways. Payment gateway transaction fees and payment processor fees are not included in this quote and are assumed to be handled by the customer through their payment provider.
 - **PayPoint (First Data)** – existing payment processor
- Telephone Number: IVR service requires a local-to-customer phone number. Selectron can either use an existing number provided by customer or obtain and provide a number if needed.
- Call Definition: IVR Services are provided by the Call. A Call is defined as a successful completed connection. A Call can be up to 4 minutes in length, with each additional 4-minute period counted as an additional Call. Actions such as transfer that result in multiple connected circuits are counted on the per circuit basis and are measured for the duration of the connection including the time after a transfer occurs.

Required Items Not Included with Relay

- Host interface components must be installed and functioning prior to development.
- Relay does not include merchant account provider costs or associated fees, payment gateway costs or fees.
- Customer must provide a certificate that Selectron can install on the web server, which allows us to provide a website that is on the Customer domain.

Selectron Managed Services Pricing & Payment Information

Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

Setup Fee Payment Schedule

- 45% Invoiced at completion of project kick off
- 55% Invoiced at delivery of system for UAT.

Annual Managed Service Fee & Call Fee Payment Schedule

- 100% Invoiced 45 days prior to beginning of next service year.

* Per call overage fees are charged monthly after included call limit has been reached

Taxes

Sales Tax or any other applicable taxes are **NOT** included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

Payment Terms

Terms are net 45 from date of invoice. Past due invoices are subject to a 1.5% per month late fee. All presented pricing is in US Dollars.

Vendor Information

Selectron Technologies, Inc.
12323 SW 66th Avenue
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

Exhibit B Maintenance and Technical Support

This Exhibit describes the software maintenance and support services that Selectron shall provide for Licensee.

I. Definitions

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

A. **"Error"** means any failure of the Licensed Software to conform in any material respect with the Documentation.

B. **"Error Correction"** means either a bug fix, patch, or other modification or addition that brings the Licensed Software into material conformity with the Documentation.

C. **"Priority A Error"** means an Error that renders Licensed Software inoperative or causes a complete failure of the Licensed Software, as applicable.

D. **"Priority B Error"** means an Error that substantially degrades the performance of Licensed Software, as applicable, or materially restricts Licensee's use of the Licensed Software, as applicable.

E. **"Priority C Error"** means an Error that causes only a minor impact on Licensee's use of Licensed Software, as applicable.

II. Error Reporting and Resolution

A. Error Reporting. Selectron shall provide Licensee with telephone customer support twenty-four (24) hours per day, seven (7) days per week for the reporting of Priority A Errors, and telephone support during Selectron's normal business hours for the reporting of Priority B and Priority C Errors, in each event excluding Selectron holidays.

B. Licensed Software Error Resolution. Selectron shall use commercially reasonable efforts to: (a) notify applicable Vendors of all Licensed Software Errors properly reported by Licensee in accordance with Section II(A) of this Exhibit B; (b) make available to Licensee any Error Corrections that are made available by such Vendor(s) to Selectron promptly after such Error Corrections are delivered to Selectron; and (c) update Licensee with respect to the progress of the resolution of all Licensed Software Errors.

C. Error Resolution. Licensee shall report all Errors in the Licensed Software to Selectron in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring and shall reasonably classify the Error as a Priority A, B, or C Error. Selectron shall use commercially reasonable efforts to correct any Error in the Licensed Software reported by Licensee, in accordance with the priority level actually assigned by Selectron to such Error, as follows:

1. Priority A Errors. In the event of a Priority A Error, Selectron shall, within two (2) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within twenty-four (24) hours of receiving Licensee's report of such Error, and an Error Correction within forty-eight (48) hours of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every eight (8) hours) on the status of the Error Correction.

2. Priority B Errors. In the event of a Priority B Error, Selectron shall, within six (6) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within forty-eight (48) hours of receiving Licensee's report of such Error, and an Error Correction within six (6) business days of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every twelve (12) hours) on the status of the Error Correction.

3. Priority C Errors. In the event of a Priority C Error, Selectron shall, within two (2) business days of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within six (6) business days of receiving Licensee's report of such Error, and an Error Correction within three (3) weeks of receiving Licensee's report. Selectron shall provide Licensee with periodic reports on the status of the Error Correction.

Exhibit C
Statement of Work



Statement of Work

Delray Beach, FL

Relay

UTILITY AND PERMITS

| | |
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1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Delray Beach, FL (Delray Beach or Customer). The features, functionality, and services are provided through Selectron Technologies' Relay communication platform (Relay).

1.1 Revision History

| Version # | Details | Date |
|-----------|-----------------|------------|
| 1.0 | Initial Release | 06/05/2018 |
| 2.0 | Host Conversion | 03/14/2023 |

1.2. Notes on Project Scope

All existing functionality implemented in 2018 will stay the same. However, Selectron will be performing two host conversions, one for the Permitting solution and one for the Utility solution. For the Permitting solution, Delray Beach will be using Tyler EnerGov. For the Utility solution, Delray Beach will be using Tyler Munis for Utilities.

2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of Delray Beach's application database to provide the given data to Relay.

2.1. The Relay Platform

The Customer's solution is powered by Selectron's Relay platform. Relay is a multi-channel, multi-department platform designed to connect Customers and government agencies, and utilities. The Relay platform uses a number of different application packs specific to the market being serviced. In addition to each application pack, the Relay channels include interactive voice response (IVR), web, mobile, outbound, call center agent assistance, and interactive texting capabilities all in a single platform.

The following sections detail the functionality that will be implemented for the Customer. Additional channels, applications, and integrations that are not specified in this SOW are not included but may be able to be added to the system under a supplemental statement of work.

2.1.1. Application Packs and Channels

The Customer's solution includes the following application pack and channels:

- Application packs:
 - Utility Pack
 - Permits Pack
- Channels:
 - IVR
 - Web
 - SelecTXT

2.2. Utility Pack

The solution will be configured with the Utility Pack. The Utility Pack offers the Customer's end user with a central point of access for account management and payments. The end user will be able to enter an account number or phone number and access account data and activities based on the channel being implemented.

2.2.1. IVR Channel

The IVR Channel for the Utility Pack provides callers with an Interactive Voice Response (IVR) system for accessing account information and making payments over the phone.

Citizens can call the Utility IVR channel to hear account information and to make a payment. Citizens will access their account using an account number or other identifier as indicated below. The IVR validates this data against the Customer's application database. Once the account is validated, the IVR will speak the service address, followed by the current balance owed and the due date. During the kickoff phase of the implementation project, Selectron and the Customer will need to determine the exact terminology and methodology around presenting 'current' and 'delinquent' amounts due to the user. The caller will then be prompted to make a payment. If no payment is due, then the IVR will say there is currently no payment due.

The functionality of the IVR will include the following:

- Current balance owed.
- Last billing date and amount (up to last 6)
- Last payment date and amount (up to last 6)
- Next payment due date
- Payment Processing – Credit Card and E-Check

Callers will also be able to transfer to an agent. If a caller requests a transfer, the IVR performs a transfer to a number specified by the Customer.

2.2.2. Web Channel

The Web Channel for the Utility Pack provides users with a web application for accessing account information and making payments online.

Citizens can log onto the web channel to view account information and make a payment. First, citizens will validate their account using an account or phone or Social Security number and password. The Web Channel then validates this data against the Customer's database. Once the account is validated, the citizen can view account information, including balance due and due date (if any). The total amount due includes an aggregate of current and delinquent amounts owed. The citizen will then be given the option of making a payment (if one is due).

The functionality of the web channel will include the following:

- Current balance owed.
- Last billing date and amount (up to last 6)
- Last payment date and amount (up to last 6)
- Next payment due date
- Payment Processing – Credit Card and E-Check

All account information is made available through an API to the Customer's application database. For any of the features detailed to function as described, data must be available in this database to be presented to users.

1.1.1.1 Responsive Design

The Web Channel for the Utility Pack includes a mobile-friendly responsive website for accessing account information and making payments over the internet. Selectron targets a range of the most popular devices and form factors for responsive design – if the Customer needs to support a specific device or form factor, additional development time and professional services may be required.

2.2.2.1 Hosted Web Certificate

Because this implementation includes a web application on a hosted environment, it is the Customer's responsibility to provide Selectron with a certificate in order to deploy the web site under the Customer's domain.

2.3. Permits Pack

The Customer's solution will be configured with the Relay Permits Pack. The Permits Pack offers community development agencies the ability to provide their citizens and contractors with a central point of access for permit and inspection information and services. Through available Relay channels, citizens and contractors using a permit number can communicate with the department 24/7 and 365 days. Callers will be able to enter a permit number and perform a variety of actions.

All permit, inspection, and/or code information is made available through an API to the Customer's application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.3.1. IVR Channel

The IVR Channel for the Permits Pack provides callers with an Interactive Voice Response (IVR) system for accessing and posting permit information. The IVR offers functionality in the form of a Contractor Menu and an Inspector Menu.

- Contractor Menu
 - Access inspection results
 - Permit based messaging.
 - Schedule/reschedule inspections.
 - Cancel inspections.
 - Hear site address for the permit.
 - Hear current permit fees owed.
 - Leave message for inspector.
 -
- Inspector Menu
 - Post inspection results
 - Post correction codes
 - Leave Message for contractor.

Using the Contractor Menu, a contractor can enter a permit number to access permit information and functions. Upon entering a valid permit number, the user can schedule, reschedule, and/or cancel inspections. After an inspection has been scheduled/rescheduled/canceled, the caller will receive a confirmation number. Additionally, contractors can use the IVR to access inspection results, including any associated correction codes and descriptions. Finally, the contractor can access messages left for them by an inspector or leave a message for an inspector.

Using the Inspector Menu, accessible via a hidden main menu option, an inspector can enter a permit number to post inspection results via the IVR. When posting results, the caller must enter a valid Inspector PIN number (or some other validation number to be determined during implementation). The PIN can be determined by the Customer but must be validated by the database. When posting results, inspectors can add correction codes and leave a message for the contractor.

If desired, callers can receive the option to transfer to an agent. If a caller requests a transfer, the Relay IVR transfers the caller to a number specified by the Customer.

2.3.2. Web Channel

The Web Channel for the Permits Pack provides users with a web system for accessing permit information, posting/obtaining inspection results, and scheduling over the internet.

- Access inspection results
- Permit-based messaging
- Schedule/reschedule inspections.
- Cancel inspections.
- View site address for the permit
- View current permit fees owed.

In addition to the above, the following features are included with this implementation of the Relay Permits Pack:

Citizens can log onto the web channel to view permit information and scheduling tools. Citizens must enter a permit number and PIN to access the site. Then, the web channel validates this data against the application database. Once validated, the user can view permit status information and make scheduling updates, including scheduling, canceling, and rescheduling inspections.

Additionally, inspectors can use the Web Channel to post inspection results, including adding correction codes. Users can also access inspection results via the web channel, including result status and correction codes.

2.4. SelecTXT

SelecTXT for inspection scheduling allows contractors to manage inspection requests and results from a mobile device. Users can schedule, reschedule, and cancel inspection dates via an interactive text message conversation, and view inspection results. SelecTXT provides both step-by-step, menu-driven, and “power user” entries. Scheduling, rescheduling, and canceling inspections require a text message conversation back and forth between the application and the mobile user, where the application requests specific permit-related information and the mobile user responds. A conversation consists of multiple text messages for each inspection request process.

Citizens and contractors using a permit number can communicate with the department 24/7 & 365 days. Callers will be able to enter a permit number and perform the following actions:

- Access inspection results
- Permit-based messaging
- Schedule/reschedule inspections.
- Cancel inspections.
- View the site address for the permit.
- View current permit fees owed.

2.5. Payment Processing

The Relay solution can be configured to accept credit card and e-check payments, allowing citizens to make payments. The payment processing engine is a PA-DSS-Verified payment.

system that **does not** retain any payment information. Users will need to enter their payment information for each transaction.

The Relay payment application interacts with the Customer's selected payment gateway to provide payment functionality. To make a payment, users will need to authenticate and provide valid payment information. Relay validates the user's payment information before passing it to the payment gateway. When a payment is reported as successful, Relay will post an update to the Customer's application database in real-time (as long as an API for such an update is available). For permitting, when a payment is reported to Relay as successful, the payment information will be recorded in a flat file and made available to the Customer's administrators for reconciliation.

The solution will be able to take payments from citizens via the following payment methods:

- Credit Card
- E-Check

2.5.1. Credit Card

The interactive solution accepts Visa®, MasterCard®, Discover®, and American Express®. Delray Beach can elect to accept all or a subset of these card types. Any credit card types not accepted by the Customer will not be accepted by the solution. When taking a payment, Relay verifies the credit card number and expiration date. For more security, the Customer can choose to verify the cardholder's zip code and/or security code. All credit card transactions are sent through the designated payment gateway.

2.5.2. E-Check

Users wishing to pay via E-Check will need to enter their bank routing number and bank account number. All E-Check transactions are sent through the designated payment gateway.

3. System Integration

Depending on the implemented features, Relay requires varying levels of integration with other database components. These are described in the following sections.

3.1. Application Database Interfaces

Selectron will be performing a database conversion to Tyler EnerGov for the Permitting solution. For the Utility solution, Selectron will be performing a conversion to Tyler Munis.

It is anticipated that Selectron will be integrating with the Customer's backend application database. All data-based interactivity on the solution is reliant upon data being available via the application vendor APIs.

During the implementation phase, if necessary, data are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and result in additional professional service fees.

3.2. Payment Gateway Interfaces

For payment processing, Relay will be integrating to the Customer's selected payment gateway. The payment processing service is PA-DSS validated. Integration to the payment gateway initiates the collection and reconciliation of the payments being gathered by the department.

The purchase of the application does not cover the following processing fees and services:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

4. Deployment Model

This implementation of Relay will be deployed in Selectron's Relay Managed Services environment.

Relay Managed Services is a hosted application environment, located in Selectron's local hosting facility. Selectron's hosting facility is a co-located data center featuring keyed entry and individual server locks for security. With a Managed Services solution, Selectron owns all hardware and is responsible for security, ongoing maintenance, and proactive support.

4.1. Hosted IVR Access

For optimal user experience and telecom usage, it is recommended that callers access the hosted IVR by dialing directly into the hosted solution using a local 10-digit number, which Selectron will provide. If the Customer elects to have calls routed through their phone system first before connecting to the IVR, two customer telecom channels may be tied up during the duration of the entire call, and callers may experience a decrease in call quality.

5. Administrative Tasks

This section details administrative tasks that can be performed to manage Relay. All system administration for Relay is handled through the Relay Portal web application. The Customer's administrator will be provided with user credentials for the Relay Portal application during the implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned per-user; permissions govern the functionality available to a given user.

The Relay Portal provides administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings. The Relay Portal is supported on Chrome, Firefox, Microsoft Edge, and Safari.

5.1. Activity Widgets

The Customer's solution is equipped with the following dashboard widgets, allowing for the easy tracking of daily activity and statistics.

Activity

- Call Activity – Tracks and reports call activity with line graph
- IVR Usage – Display call statistics, including peak (concurrent) call activity.
- SelecTXT Activity - Tracks and reports SelecTXT activity with line graph
- Web Activity - Tracks and reports web activity with line graph
- Web Statistics – Tracks and analyzes web session data with displayed numbers.
- Inspection Widget – Tracks and reports inspection activity with displayed numbers

- SelecTXT Inspection Activity Widget – Tracks and reports SelecTXT inspection activity with bar graph

Payments

- Payments Widget – Tracks and reports payment activity with displayed numbers

Support System

- System Status Widget – Tracks status of the system through Ping and Database displays
- Today Widget – Displays date, holiday, office hours, and greeting information.

5.2. Run System Reports

Administrators will be able to run system reports via the Relay Portal.

5.2.1. Reports Center

- Running / Saving Reports - Depending on your permissions, the Reports Center has a large number of system, activity, and usage reports that you can run. Saving a Report - To save a report (including how you have set the filters), click the desired file type you want to download, either PDF or Excel. The Portal will automatically generate the file and allow you to download it.

The solution will also be equipped to provide the following reporting functions:

5.2.1.1 Activity Reports

- Call Activity Report - This report provides a graph of different activity types performed by callers on the IVR over a relative span of time (hour over hour, day over day, month over month, and more).
- Call Activity Detail Report - Use this report to find a specific call or group of calls. Search by date/time, the caller's phone number, or other identifying information to find calls of interest.
- Call Statistics Report - This report provides aggregate facts and statistics about calls into the IVR including average call lengths, longest calls, and whether or not actions were completed by callers.
- Email Activity Report - This report provides a list of all emails sent on a specified date.
- IVR Usage Report - This report provides data on peak (concurrent) calls and average calls, hour by hour, over a selected date range.
- Multiple Calls Report - This report provides insight on how many times incoming phone numbers have called the IVR within a specified range of time.
- System Status Report - See a log of system events, including reboots and changes in the system's overall status or health.
- Relay Permits Reports
- Inspector Posting Activity Report - This report provides a summary of inspector posting activity, per day of the week, within the specified date range. The report lists inspector names, and the number of inspections resulted each day.
- Inspections Summary Report - This report provides a summary of inspection scheduling activity per day within the specified month and year. The report lists the number of inspections scheduled and canceled on the IVR each day.

6 Payment Reports

- **Payment Detail Report** - This report shows the details of all payments attempted and approved through available channels (such as IVR and web) for a selected time range and/or account number.
- **Payment Summary Report** - This report shows the summary of payments attempted and approved through available channels (such as IVR and web) for a selected time range.
- **Payment by Day Report** - This report shows the cumulative transactions by type (Credit Card or Check) for each day of the month for a selected time range.
- **Payment Response Time Summary Report** - This report displays the average response time to the payment gateway for all payment attempts, by channel.

7 Relay Web Reports

- **Web Activity Report** - This report provides a graph of different activity types performed by visitors to the website over a relative span of time (hour over hour, day over day, month over month, and more).
- **Web Activity Detail Report** - Use this report to find a specific web session or group of web sessions. Search by date/time, or other identifying information to find web sessions of interest.
- **Web Statistics Report** - This report provides aggregate statistics about website usage. This includes total number of web sessions initiated by visitors and how many activities were completed on the website during a specific range of time.

8 SelectTXT Reports

- **SelectTXT Activity Report** - This report provides a graph of different activity types performed by visitors over a relative span of time (hour over hour, day over day, month over month, and more).
- **SelectTXT Activity Detail Report** - Use this report to find a specific SelectTXT conversation or group of conversations. Search by date/time, phone number, or other identifying information to find text conversations of interest.

6. Responsibilities

6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

6.1.2. Provide Documentation

The Project Manager provides the Customer with the documents to help facilitate the service implementation process. Some or all of these may be provided depending on the scope of the project.

- Implementation Questionnaire- gathers critical information needed to set up and initiate the service. This includes information on the toll-free numbers, call volume, APIs, account validation information, and the types of payments being gathered.
- Remote Access Questionnaire- details information that Selectron Technologies needs to remotely access the Customer's network and application database prior to system initiation, allowing for complete system testing.
- Implementation Timetable- details project schedule and all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

6.1.3. Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- IVR call flow design.
- Web customization elements
- SelecTXT messaging flow

Software development can begin once these design elements are completed and approved by the Customer.

6.1.4. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the application database and the general ability for a customer to successfully access live data and complete a transaction.

6.1.5. Provide Installation and Administrative Training

Selectron will provide remote training for the Relay solution. All installation is handled by Selectron technical staff at our remote hosting facility.

6.1.6. Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- IVR phone number(s)
- Web addresses
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

6.1.7. Interface Upgrades

After service initiation, the Customer's database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any of the Customer's application databases (or other application database software) may require professional services outside the scope of this service.

6.2. Delray Beach, FL

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

6.2.1. Return Questionnaires and Information

Selectron Technologies' Project Manager provides the Customer with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

6.2.2. Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays.
- Extensions used for transfer functions.
- Utility account numbering scheme
- Validations used for receiving payment on a utility bill.
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection.
- Correction codes and descriptions
- Permit numbering scheme

6.2.3. Approve Channel Configuration

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- IVR call flow design.

- Web wireframe and mock-up designs
- SelecTXT message flow design

Once the channel design(s) have been approved, software development begins.

6.2.4. Provide Remote Network Access to Application Database(s)

To fully test the interactive solution, Selectron Technologies requires access to the Customer's application database(s) prior to installation. The Customer will help facilitate communication between Selectron and the database vendor.

6.2.5. Provide System Access

Selectron Technologies requires access to the Customer's network and database/ system. Changing or deleting access accounts could disrupt service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application Database, the payment gateway, or the network are modified. The Customer is responsible for providing Selectron with appropriate application database and payment gateway network access as defined in the System Integration section.

6.2.6. Confirm Service Functionality

The Customer has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period, the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

6.2.7. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgment to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.

EXHIBIT D

SELECTRON TECHNOLOGIES, INC.

END USER LICENSE AGREEMENT

This End User License Agreement (this “**EULA**”) is part of a Master Services and Hosting Agreement (the “**Master Agreement**”) between Selectron Technologies, Inc., an Oregon corporation (“**Selectron**”, “**we**”, “**our**”, or “**us**”) and the person or entity identified in the Master Agreement as the Licensee purchasing Services from us (“**Licensee**”). This EULA governs use by Licensee and all natural persons to whom Licensee provides access to the Licensed Software (each, an “**Authorized User**”). In this EULA, unless the context clearly indicates otherwise, all references to “**you**,” or “**your**” means both the Licensee and the Authorized User. All capitalized terms used but not defined in this EULA have the meanings given to them in the Master Agreement.

SELECTRON PROVIDES THE LICENSED SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLYS WITH THEM. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS EULA, SELECTRON WILL NOT AND DOES NOT LICENSE THE LICENSED SOFTWARE TO CUSTOMER, AND CUSTOMER MUST NOT USE OR ACCESS THE SOFTWARE.

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(a) the expiration or earlier termination of the Master Agreement between Selectron and Licensee; or

(b) Customer ceasing to be authorized by Licensee to use the Licensed Software for any or no reason.

2. Scope of License. Subject to and conditioned upon Licensee's timely payment of the fees set forth in the Master Agreement and your strict compliance with all terms and conditions set forth in this EULA and the Master Agreement, you have a limited right and license to:

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(c) Download, display, copy, use, and create derivative works of reports and structured data generated using the Licensed Software, solely for Licensee's internal business purposes.

3. Copies. All copies of the Licensed Software and Documentation made by you:

(a) Will be the exclusive property of Selectron.

(b) Will be subject to the terms and conditions of the Master Agreement and this EULA; and

(c) Must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

4. Use Restrictions. You shall not, directly or indirectly:

(a) Use the Licensed Software beyond the scope of the license granted in the Master Agreement and Section 2 of this EULA.

(b) Copy all or any portion of the Licensed Software, except as expressly permitted in Section 2 of this EULA.

(c) Decompile, disassemble, decode, or otherwise reverse engineer the Licensed Software, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Licensed Software or any portion thereof.

(d) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or any part thereof.

(e) Provide any other person, including any subcontractor, independent contractor, affiliate, service provider, or other employee of Licensee, with access to or use of the Licensed Software, except as expressly permitted by the Master Agreement or this EULA.

(f) Distribute, disclose, market, rent, lease, lend, sell, timeshare, sublicense, assign, distribute, pledge, publish, transfer or otherwise make available the Licensed Software or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service, except as expressly permitted by the Master Agreement or this EULA;

(g) Use the Licensed Software for the commercial or other benefit of a third party.

(h) Permit the Licensed Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party.

(i) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices, legends, symbols, or labels appearing on or in the Licensed Software, including any copy thereof.

(j) Perform, or release the results of, benchmark tests or other comparisons of the Licensed Software with other software or materials.

(k) Incorporate the Licensed Software or any portion thereof into any other materials, products, or services, except as expressly permitted by the Master Agreement or this EULA.

(l) Use the Licensed Software for any purpose other than in accordance with the terms and conditions of this EULA and the Master Agreement.

(m) Use the Licensed Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including (i) power generation systems; (ii) aircraft navigation or communication systems, air traffic control systems or any other transport management systems; (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; (iv) military or aerospace applications, weapons systems or environments.

(n) Use the Licensee Data or the Licensed Software in any way that is fraudulent, misleading, or in violation of any applicable laws or regulations (including federal, state, local, and international laws and regulations), including but not limited to export or import control laws, information privacy laws, and laws governing the transmission of commercial electronic messages; or

(o) Use the Licensed Software for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Selectron's commercial disadvantage.

5. Collection and Use of Information. Selectron may, directly or indirectly through the services of others, including by automated means and by means of providing maintenance and support services, collect and store information regarding your use of the Licensed Software, its performance, the equipment through which the Licensed Software accessed and used, such as dates and times of use by each Authorized User, activities conducted using the Licensed Software, the type of web browser used to access the Licensed Software, the operating system/platform you are using, your IP address, and your CPU speed. You agree that the Selectron may use such information for any purpose related to the Licensed Software, including but not limited to improving the performance of the Licensed Software, developing Updates, and verifying compliance with the terms of this Agreement and enforcing Selectron's rights, including all intellectual property rights in and to the Licensed Software.

6. Intellectual Property Rights. You acknowledge that the Licensed Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Licensed Software under this EULA or the Master Agreement, or any other rights to the Licensed Software other than to use the Licensed Software in accordance with the license granted under this EULA and the Master Agreement, subject to all terms, conditions and restrictions contained therein and herein. Selectron reserves and shall retain its entire right, title and interest in and to the Licensed Software and all intellectual property rights arising out of or relating to the Licensed Software, subject to the licenses expressly granted in the Master Agreement and this EULA. You shall use commercially reasonable efforts to safeguard all Licensed Software (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.

7. Login Credentials. You, the Authorized User, shall not share or disclose your log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. If you discover or suspect that log-in credentials of any Authorized User have been accessed or used by anyone other than the individual to whom such log-in credentials were originally granted, you will promptly notify Selectron, and Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

8. Export Regulation. The Licensed Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Licensed Software to, or make the Licensed Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software available outside the US.

9. Governing Law. This EULA shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of

Oregon or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Oregon.