

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (“Agreement”) is entered into as of the Effective Date specified below by and between Data Transfer Solutions, LLC, a Florida limited liability company having its principal place of business at 482 South Keller Road, Suite 300, Orlando, Florida 32810 (“DTS”) and the client specified below (“Client”), whose address is specified below. For good and valuable consideration, DTS and Client agree as follows:

This Agreement consists of the following:

- This cover/signature page (the “Signature Page”);
- The Order Form(s) attached as Exhibit A hereto and signed by the parties (the “Order Form(s)”);
- The Statement(s) of Work attached as Exhibit B hereto and signed by the parties (“Statement(s) of Work”);
- The terms and conditions attached as Exhibit C hereto (the “Terms and Conditions”); and
- The support services terms attached as Exhibit D hereto (the “Support Services Terms”).

Each of the above-referenced exhibits are incorporated herein by reference. In the event of a conflict or inconsistency between or among the terms included in the attached Terms and Conditions, this Signature Page, an Order Form, a Statement of Work or the Support Services Terms, the order of precedence shall be: (i) Statement of Work; (ii) Order Form; (iii) Signature Page; (iv) the Terms and Conditions; and (v) the Support Services Terms.

Effective Date: _____	
Client: <u>Mayor and Council of Rockville, MD</u> Address: <u>111 Maryland Avenue</u> <u>Rockville, MD 20850</u>	Contact Person: <u>James Woods</u> Telephone Number: <u>240-314-8521</u> Fax Number: <u>n/a</u> E-mail: <u>jwoods@rockvillemd.gov</u>

Should Client have any questions concerning this Agreement, or if Client desires to contact DTS for any reason, please contact DTS at info@vueworks.com.

The parties, by and through their undersigned duly authorized officers, have signed below to indicate their acceptance of and agreement with the terms of this Agreement:

DTS:

Client:

DATA TRANSFER SOLUTIONS, LLC

MAYOR AND COUNCIL OF ROCKVILLE

By: _____
Name: Donna M. Huey
Title: President

By: _____
Name: _____
Title: _____

EXHIBIT A

ORDER FORM

This Order Form (“Order Form”) is entered into by and between Data Transfer Solutions, LLC (“DTS”) and Mayor and Council of Rockville, MD (“Client”) subject to the Software License and Services Agreement entered into by and between DTS and Client (the “Agreement”) and shall have an effective date as the Signature Page hereto of this Agreement (“Order Form Effective Date”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

I. TERM: The initial term for this Order Form (the “Initial Term”) begins on the Order Form Effective Date and shall remain in effect for an initial period of one (1) year thereafter, subject to termination in accordance with the Terms and Conditions, and shall be automatically extended for successive of four (4) successive, one-year periods (each, a “Renewal Term”) unless either Client or DTS gives the other written notice of termination at least sixty (60) days prior to the end of the Initial Term or any Renewal Term or until terminated in accordance with the provisions of the Terms and Conditions.

II. SOFTWARE; SERVICES; FEES: Client hereby orders and purchases from DTS the following software and/or services (collectively, the “Services”) and agrees to pay the applicable fees specified below:

<u>Software/Service Description</u>	<u>Fee Description</u>	<u>Fee Amount (\$US)</u>
___VUEWorks® Software Perpetual License	One-Time License Fee ___Concurrent User Licenses and ___VUEWorks application environments	<u>\$N/A</u>
___Technical Support and Maintenance	Recurring Annual Support and Maintenance Fee	<u>\$N/A</u>
___Software Hosting * or	Recurring Annual Hosting Fee Maximum data storage [20GB]	<u>\$N/A</u>
<u>X</u> VUEWorks® Software as a Service (SaaS)	Recurring Annual SaaS fee includes license, technical support and maintenance, and hosting <u>250</u> Concurrent Users <u>3</u> VUEWorks application environments Maximum data storage [1.0 tb]	<u>\$ 58,500.00/year (\$292,500.00)</u>

Implementation Services:*	[Fixed Fee]	<u>\$250,070.00</u>
Integration Services*	[Fixed Fee]	<u>\$ 80,520.00</u>
Training Services*	[Fixed Fee]	<u>\$ 18,480.00</u>
Go-Live and Stabilization Services*	[Fixed Fee]	<u>\$ 13,800.00</u>
	Total Fees Due :	<u>\$655,370.00</u>

*** To be furnished pursuant to the Statement of Work attached hereto, which is incorporated herein by reference.** The Software; Services; Fees in Table II. Exclude any administration or assessment fee levied by the client unless expressly stated therein. All amounts in this Agreement are stated exclusive of Value Added Taxes, Sales Taxes, and indirect or turnover taxes. Any such taxes required to be charged will be separately stated on the invoice in addition to the total fees.

Payment Terms: The Implementation Fees are due in accordance with the Statement of Work attached hereto, which is incorporated herein by reference. The first installment of the SaaS License Fees is payable upon execution and delivery of the Agreement. Subsequent annual recurring SaaS License Fees are due on or before the first day of the applicable year. DTS will invoice Client in advance of the applicable year. The annual SaaS fee shall remain unchanged for the initial Four (4) year term with a maximum annual increase of no greater than 5% thereafter.

III. AUTHORIZED USERS:

Authorized Users: Users of the following Client entities: City of Rockville staff and city authorized users

IV. ADDITIONAL TERMS:

The parties, by and through their duly authorized officers, have signed to indicate their acceptance of the terms of this Order Form on the Signature Page hereto.

EXHIBIT B
STATEMENT OF WORK

This Statement of Work (“Statement of Work”) by and between Data Transfer Solutions, LLC (“DTS”) and **Mayor and Council of Rockville, MD** (“Client”) pursuant to that certain Software License and Services Agreement entered into by and between DTS and Client (the “Agreement”) and shall have an effective date as of the Signature Page hereto of this Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. **Scope of Implementation, Training and Other Professional Services.** The Services to be provided under this Statement of Work consist of implementation, training and other professional services described below for implementation and use of the VUEWorks Software by Client and its authorized users as specified in the Order Form:

- A. **Implementation Services:** Implementation and configuration of the VUEWorks Software including the following: See Attachment A: Scope of Work
- B. **Training Services:** Provision of training materials and training support to Client for use of the VUEWorks Software. See Attachment A: Scope of Work
- C. **Other Professional Services:** N/A
- D. **Hosting Services:** VUEWorks® Cloud as part of the VUEWorks® SaaS License

2. **Assumptions.**

- Client will be solely responsible for the provision, accuracy and completeness of all Client Data or other Client content and shall have obtained and shall maintain all necessary rights to use same and provide same to DTS as necessary for the provision and use of the VUEWorks Software.
- Any Client-end proprietary software and hardware and any third party licenses or other authorizations required for DTS to access, communicate with, or otherwise use Client-end software or hardware as reasonably necessary for DTS to provide the VUEWorks Software and for Client to access and use the VUEWorks Software will be obtained and/or otherwise provided by Client. Client will have installed and made operational any Client-end hardware and software necessary for communication with the VUEWorks Software prior to DTS beginning implementation.
- Client is responsible to meet the technical requirements as defined for VUEWorks.
- Client will provide in a timely manner all necessary access to Client systems and facilities and such reasonable cooperation to DTS in order for DTS to perform the Services.
- DTS will perform the Implementation Services and Training Services remotely from its own offices during its regular business hours.
- Client will provide a primary contact person to assist in the creation of the implementation plan and to otherwise consult with during the course of the performance of the Statement of Work. This person will be available as needed through the kick-off and the implementation and test phases. If needed, an additional Client contact will be designated who will be authorized to sign for Client at the completion of the phases of the implementation.
- Client will provide the resources necessary to identify, evaluate and resolve Client-end system, hardware, software or communications problems, which may involve, without limitation, communications facilities, services, cabling and capacities or Client-end system software/hardware configuration. If a third party vendor of any such

Client-end hardware or software is required to perform certain test or configuration functions on such hardware or software, Client will arrange and pay for such assistance by the vendor(s). Any delays caused by Client or its other vendors will be addressed by lengthening the implementation schedule by the period of such delays and/or as otherwise agreed to by the parties.

If any of the above-described assumptions are inaccurate, or there is a delay in accomplishing the assumptions or circumstances change, the schedule, duration, scope and other terms of this Statement of Work shall be subject to change. The parties will enter into an amendment to this Statement of Work setting forth the changed terms and any additional applicable fees or other charges.

3. Implementation Schedule.

See Attachment A: Scope of Work

The parties, by and through their duly authorized officers, have signed to indicate their acceptance of the terms of this Statement of Work on the Signature Page hereto.

EXHIBIT C

TERMS AND CONDITIONS

1. Services. Subject to Client's payment of the applicable fees and charges and performance of its obligations under the Agreement, DTS agrees to provide the VUEWorks Software, Implementation Services, Training Services and Professional Services (each as defined below) (the VUEWorks Software, Implementation Services, Training Services and Professional Services are sometimes hereinafter collectively referred to as the "**Services**").

1.1 VUEWorks Software; Installed Software; Hosted Software. Subject to payment of the applicable fees specified in the Order Form (the "**License Fees**") and Client's compliance the terms and conditions of this Agreement, DTS shall provide to Client, for use by the Client's authorized users as specified in the applicable Order Form solely for Client's internal use, access to and use of the software and/or software services described in the applicable Order Form (the "**VUEWorks Software**") while the Agreement is in effect. Client acknowledges and agrees that Client's authorized users shall be limited to Client's active users and their use of the VUEWorks Software shall be limited to use during the period in which they are employed by Client, unless otherwise approved by DTS in writing. The applicable Order Form will indicate whether the VUEWorks Software or components thereof will be provided for installation on Client systems or devices and/or will be provided as an online software service hosted by DTS or its designated hosting service provider(s) ("**Hosted Software**"). The VUEWorks Software is licensed to Client on a limited, nonexclusive, non-transferable, non-sublicenseable and revocable basis, and no portion of the VUEWorks Software is sold to Client. All rights not expressly granted to Client hereunder are reserved by DTS. If Client will be given access to use the VUEWorks Software as Hosted Software, DTS shall undertake commercially reasonable efforts to make such Hosted Software available in accordance with the availability standards provided in Exhibit D to the Agreement.

1.2 Implementation Services. DTS shall provide the implementation services (“**Implementation Services**”) as specified in the applicable Order Form in accordance with the statement(s) of work (each a “**Statement of Work**”) accompanying the applicable Order Form. **1.3.**

Training Services. DTS shall provide the training services (“**Training Services**”) relating to access and use of the VUEWorks Software specified in the applicable Order Form and Statement of Work. Training Services shall be provided remotely via video conference or remote access to Client’s and/or its authorized users’ computers during DTS’s regular business hours unless otherwise specified in the applicable Order Form.

1.4 Support Services; Other Professional Services. DTS will provide basic support services to Client in accordance with DTS’s standard support procedures to address reported incidents of the VUEWorks Software not being accessible or not performing properly when used by Client’s authorized users in accordance with the Agreement and all applicable documentation. Support services that are made necessary due to improper use, tampering or lack of proper configurations, settings, or other issues attributable to Client-end hardware, software or connectivity or otherwise not relating to issues with the DTS systems or the VUEWorks Software shall be chargeable by DTS and shall be paid for by Client at DTS’s then current service rates unless otherwise agreed to by DTS. Unless otherwise agreed to by the parties in an Order Form or Statement of Work, DTS shall have no obligation or responsibility with respect to maintenance, repair or support of any software or hardware not supplied by DTS. Except as expressly provided otherwise in the applicable Order Form, it shall be Client’s and its authorized users’ sole responsibility to maintain their own system security and protect their data, including virus protection, data backup and reasonable security procedures. DTS will also provide to Client other professional services (“**Professional Services**”) as Client may request from time to time, subject to the parties agreeing on the terms for such Professional Services, which shall be set forth in the applicable Order Form and Statement of Work. All Professional Services will be billed on a time and materials basis unless otherwise agreed to by the parties. The Statement of Work shall describe the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services. DTS may subcontract all or a portion of the Professional Services to a qualified third party. In recognition that DTS’s personnel may perform similar services for third parties, nothing in the Agreement or a Statement of Work shall be

deemed to prevent DTS from providing services or developing materials that may be perceived as competitive with those developed or provided hereunder.

1.5 Data Maintenance. If Client is purchasing rights to access the VUEWorks Software as Hosted Software, Client shall deliver to DTS Client Data, in a format specified by DTS. The total amount of Client Data is limited to the Client Data Amount set forth in this agreement. Client may request that DTS provide services to update Client Data. DTS shall invoice Client for such requested services at its then current data maintenance rates (the “**Data Maintenance**”). “**Client Data**” means Client’s VUEWorks Software database files and all other electronic content and data stored on DTS’s computers for use by Client with the VUEWorks Software. The amount of Client Data to be stored shall be measured in bytes and be limited to the amount of disk space provided in this agreement. Procedures by which Client may store and access Client Data via DTS’s servers shall be limited to the use of the Hosted Software. Client acknowledges that DTS shall have no obligation to return to Client any Client Data if Client has not paid all amounts due hereunder or does not comply with the notice procedure with respect to the return of Client Data set forth hereunder.

1.6 Exclusions from the Service. The Services do not include, and DTS shall not be responsible for, the following in the provision of the VUEWorks Software, other than the Implementation Services described in the Order Form(s) and Statement(s) of Work to the Agreement: (a) the provision of Client or User-end hardware or non-DTS software required for access to and use of the VUEWorks Software via the Internet, or any Professional Services required to manage such hardware and non-DTS software; (b) services to modify or extend the scope of the VUEWorks Software; (c) assistance to resolve VUEWorks Software problems or errors that are not within the scope of the support services as described in DTS’s standard support terms; (d) modification to the VUEWorks Software configuration, including without limitation, the following: (i) modification to the connectivity configuration for on-premise and cloud-based applications, including without limitation, changing the IP address or application credentials; (ii) modification to Client’s existing policies and roles for who has access to each resource, password rules or approvers; (iii) account reconciliation for new groups of users who are being added to the VUEWorks Software; (iv) adding a new connected system or application to the VUEWorks Software; and (v)

modifying the configuration of the user interface, including the appearance, text, branding or other features.

1.7 Additional VUEWorks Software, Professional Services and/or Authorized Users. Client may purchase additional VUEWorks Software or Professional Services and/or add authorized users for use of the VUEWorks Software under the terms of the Agreement at then current pricing or such other pricing as may be mutually agreed to by DTS and Client by contacting DTS and completing an Order Form or amendment to Order Form and paying the applicable fees and charges.

2. Fees and Billing.

2.1 Fees. Client shall pay all fees specified in the Order Form in accordance with the payment terms set forth herein unless other payment terms are specified in the applicable Order Form. All fees are non-refundable unless expressly agreed otherwise.

2.2 Billing and Payment Terms. Unless otherwise specified in the applicable Order Form, all upfront fees are due on the Effective Date, License Fees are invoiced, payable and due in advance of the applicable month or year, as applicable, and other fees shall be invoiced in arrears at the beginning of every calendar month and shall be due within thirty (30) days after the invoice date. All payments must be made in U.S. Dollars. Late payments hereunder will accrue interest at a rate of 1½% per month, or the highest rate allowed by applicable law, whichever is lower. In the event of non-payment (subject to the cure period in section 8.2(b)), DTS may suspend or terminate access to and/or use or provision of the Services upon notice to Client. DTS reserves the right to make changes to fees, prices and other billing and payment terms upon at least sixty (60) days' written notice.

2.3 Taxes. If any federal, state, local or foreign sales, use, property, value-added, excise or gross receipts taxes or any other taxes or other governmental charges of any kind (other than DTS's income taxes) are imposed or are otherwise payable with respect to any access to or use of the VUEWorks Software or any license, software, hardware or other goods or Implementation, Training, support, or other Professional Services provided under the Agreement, then such taxes and other charges shall be billed to and paid by Client. If Client is exempt from payment of any taxes, Client is responsible for providing DTS with a valid tax exemption or direct pay certificate for

same; otherwise Client remains responsible for all such taxes and other governmental charges.

3. Client's Obligations.

3.1 Client shall: (a) be solely responsible for all of Client's users' compliance with the Agreement and shall comply and cause its users to comply with all applicable laws in their conduct of their business and their use of the VUEWorks Software; (b) be solely responsible for the accuracy, integrity, and legality of Client Data and of the means by which it acquires and enters Client Data; (c) use the VUEWorks Software only in accordance with all documentation provided with the VUEWorks Software and all applicable laws and regulations; and (d) notify DTS immediately of any unauthorized use of any password, account, copying or access to the VUEWorks Software. Any failure of Client's users to comply with the terms of the Agreement shall constitute a material breach of the Agreement by Client. Client will maintain industry standard organizational and technical security safeguards for data accessed, stored, collected, provided or processed by Client's users through the VUEWorks Software.

3.2 Prohibited Conduct. Client shall not, and shall not permit its authorized users to, directly or indirectly: (a) send or store spam, unlawful, infringing, obscene, or libelous material, or Malicious Code through the VUEWorks Software; (b) sublicense, resell, rent, lease, distribute, market, provide service bureau services or other software services to third parties using or based upon the VUEWorks Software, or commercialize or otherwise transfer or provide rights with respect to, or access to or usage of the VUEWorks Software; (c) remove or alter any copyright, trademark or proprietary notice in the VUEWorks Software; (d) reverse engineer, decompile, disassemble or modify the VUEWorks Software or any component thereof or attempt to derive or otherwise obtain the source code for the VUEWorks Software; (e) copy any ideas, features, functions or graphics of the VUEWorks Software or create a product or service using the same or similar ideas, features, functions or graphics as those in the VUEWorks Software, or otherwise use the VUEWorks Software or any DTS Confidential Information for purposes of creating a substitute or otherwise competing product or service; (f) conduct automated functionality tests or load tests on the VUEWorks Software; (g) create Internet links to the VUEWorks Software; or (h) "frame," "fork" or "mirror" any part of the VUEWorks Software on any other device. DTS may terminate this Agreement immediately if Client or its authorized users violate

this Section 3.2. “**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs. DTS may suspend Client’s access to the VUEWorks Software (in whole or in part) for any of the following reasons: (i) to prevent damages to, or degradation of, the VUEWorks Software or DTS systems; (ii) to comply with any law, court order, or other governmental request; (iii) to otherwise protect DTS from potential legal liability; (iv) if Client violates the terms of this Agreement and fails to remedy such breach within the time frame set forth herein; or (v) in the event an invoice remains unpaid for more than thirty (30) days after the date on which payment is due under such invoice. DTS shall use reasonable efforts to provide Client with notice before or promptly following any suspension of access to the VUEWorks Software. DTS shall restore access to the VUEWorks Software as soon as the event giving rise to suspension has been resolved to DTS’s satisfaction. Nothing in this Agreement shall be construed as imposing any obligation or duty on DTS to monitor Client’s use of the VUEWorks Software or the data or other content uploaded by Client or its authorized users.

4. Confidential Information.

4.1 Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party’s business, plans, customers, technology, products and services, and including the terms and conditions of this Agreement (collectively, “**Confidential Information**”). For avoidance of doubt, any non-public information regarding the VUEWorks Software and software services and technology, know-how, trade secrets and proprietary information used and/or embodied therein, and any analytics or work product created by DTS resulting therefrom is and shall be Confidential Information belonging to DTS. Each party shall not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose the other party’s Confidential Information to any third party (except as required by law or to that party’s employees, contractors, agents, users, attorneys, accountants and other advisors as reasonably necessary) without the prior written consent of the other party, and shall take reasonable precautions to protect the confidentiality of such Confidential Information, using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. The employees of a party that receive disclosure of the other party’s

Confidential Information shall only receive same in the normal course of the applicable party’s business and only on a need-to-know basis; provided; each such employee must either have agreed in writing to comply with confidentiality obligations no less restrictive than those set forth herein or must be bound by a recognized professional ethical duty of confidentiality that would prohibit disclosure of such Confidential Information. If disclosure is required by law, statute, rule, regulation, or regulatory or administrative body (including any subpoena or other similar form of process), the party to which the request for disclosure is made shall (to the extent permissible by law) provide the other party with prior prompt written notice thereof and, if practicable under the circumstances, allow the other party to seek a restraining order or other appropriate relief. The party required to make such disclosure will cooperate with the efforts of the other party in obtaining such relief. If such relief cannot be obtained, the party required to disclose the Confidential Information shall cooperate with the other party’s efforts to obtain reasonable assurances that confidential treatment will be accorded to the information so disclosed.

4.2 Exceptions. Information will not be deemed Confidential Information if such information: (a) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (b) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (d) is independently developed by the receiving party without use of the disclosing party’s Confidential Information.

5. Proprietary Rights

5.1 DTS Intellectual Property. DTS and/or its licensors own the “DTS Intellectual Property” (as defined below) in and to the VUEWorks Software and the Services and the software and technology used and/or embodied therein, and, in each case, any modifications, enhancements or improvements thereto created by or for DTS. This Agreement does not convey or transfer any ownership rights in any DTS Intellectual Property or any software or technology used and/or embodied in the Services. The DTS name, logo, and trade names are trademarks of DTS and no right is granted to use them except as

expressly granted herein. DTS reserves all rights, title, and interest in and to the Services, including, without limitation, all software (including object code and source code), algorithms, databases, inventions, works of authorship, trade secrets and other DTS Intellectual Property. **“DTS Intellectual Property”** means any patents and patent applications, copyrights, trademarks, service marks and any applications or registrations for same, trade names, domain name rights, trade secret rights, and all other intellectual property rights with respect to DTS products, Services, software or other works of authorship and/or other DTS assets. Client acknowledges and agrees that, except for the access and usage authorization provided by DTS to Client with respect to the VUEWorks Software specified in the Order Form, it shall not acquire or otherwise have any right, title or interest in and to any of the VUEWorks Software or any other software or other work of authorship, invention, concept, process, trade secret, proprietary information, trademark, service mark or other intellectual property or work product developed by DTS independently or by DTS with Client’s input (**“DTS Work Product”**). Under no circumstances shall the disclosure of any such DTS Work Product or delivery of any copy of any DTS Work Product by DTS to Client be construed as a transfer of title to that copy or a transfer of any right, title or interest in such DTS Work Product, except for the usage authorization granted to Client as set forth in the Agreement. Client is not authorized to, and shall not undertake, to create any system, service, product, software or other work of authorship, invention, concept, process, trade secret, proprietary information or other intellectual property based upon, copying or otherwise including or using functions, features, style, form or other elements of the VUEWorks Software or other DTS Intellectual Property. To the extent that, notwithstanding the foregoing, Client employees or contractors conceive of, develop or otherwise create, whether separately or jointly with DTS, any such software or other work of authorship, invention, concept, process, trade secret, proprietary information, data, or other intellectual property, or work product based upon, copying or otherwise including or using functions, features, style, form or other elements of the VUEWorks Software or other DTS Intellectual Property (**“Client Work Product”**) then Client shall assign and hereby does assign, and shall cause its employees and contractors to assign, to DTS all rights, title and interests with respect to such Client Work Product, and, to the extent necessary for Client to use the VUEWorks Software as contemplated hereunder, such Client Work Product shall be deemed to form part of the VUEWorks Software or other DTS software provided for use as a service to Client subject to the terms and conditions of

the Agreement. It is recognized and understood that DTS may develop new software or modify its existing software based upon the suggestions and recommendations provided by Client, and that except as otherwise expressly agreed to by DTS in writing signed by a duly authorized officer of DTS, Client shall have no right, claim or interest in such new or modified software developed by DTS.

5.2 Client Data; License of Client Data for Analytical Purposes; Ownership of Analytics Data. Client shall own the intellectual property rights, if any, in and to Client Data, which includes Client employee personal data (as defined below). Client hereby grants to DTS a non-exclusive, worldwide, royalty-free right and license to receive, retrieve, process, administer, transmit and otherwise use any Client Data or content as necessary to provide the VUEWorks Software in accordance with the Agreement or as required by court order, applicable law or other legal requirement. Additionally, Client hereby grants to DTS an irrevocable, perpetual, worldwide, royalty-free, fully paid transferable and sublicensable license and right to use Client Data for analytical purposes. DTS may also use Client employee personal data in accordance with the DTS Privacy Policy which is posted online at [Privacy Policy](#), as may be amended or modified from time to time, and Client’s employees are required to agree to and consent to said Privacy Policy as a condition to their use of the VUEWorks Software. DTS shall own and have the right to gather, retrieve, compile, store, retain, use, sell, license, transfer or otherwise exploit all information that is not personal data for research, quality control, product development and refinement, commercial and other purposes as determined by DTS without a duty to account to or obtain consent from Client or Client’s authorized users or any third party. As used herein, **“personal data”** is any data element or collection of data elements that can be associated with a specific individual, whether by itself or in combination with other information. DTS may use such information as may be reasonably necessary in connection with performing, providing, developing, enhancing, supporting, and maintaining the Services; and (ii) in connection with the creation of any information or data derived from use of the VUEWorks Software (including, without limitation, metrics and analytics related to such use), which does not identify a specific person, including as may be required to develop, deliver and provide ongoing innovation to the VUEWorks Software. DTS shall own all intellectual property rights with respect to any analytics and analytical data, work of authorship or other work product created or otherwise acquired

based on analysis of Client Data by DTS or its contractors.

5.3 Suggestions. Client hereby grants and shall cause its users to grant to DTS an irrevocable, perpetual, worldwide, royalty-free, fully paid transferable and sublicensable license and right to use, copy, modify, make derivative works based upon, distribute or otherwise exploit, including by incorporating into the VUEWorks Software any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Client's authorized users, relating to the VUEWorks Software, and shall exclusively own all intellectual property rights in and to all software, technology, inventions, works of authorship and other developments created by DTS based on same.

6. Representations and Warranties.

6.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that it has all necessary power, right and authority to enter into this Agreement and perform its obligations hereunder, and that its entering into this Agreement does not violate the terms of any agreement between it and any third party.

6.2 Client Representations and Warranties. Client represents, warrants and covenants to DTS that: (a) Client owns all right, title and interest in and to, and/or has full and sufficient authority to use and provide access to DTS to all Client systems, software, materials or data furnished by Client or its authorized users as contemplated for the provision of the Services; (b) Client will procure, and comply with the terms and conditions of, any licensing or other agreements which govern the use of any third party software, data or other materials or intellectual property used in or forming part of the Client systems, software, materials or data; (c) the Client's systems, software, materials and/or data do not and will not infringe the patent, copyright, trademark or other intellectual property rights of any party, or constitute libel, slander, defamation, invasion of privacy, or violation of any right of publicity or any other third party rights; (d) Client has or will obtain all necessary consents, permissions, clearances, authorizations and waivers (including any of the foregoing required from its employees and other authorized users) for the access to and use of the Client's systems, software, materials and data as contemplated hereunder, including all of the foregoing required to transfer and use data from Client and/or its authorized users' or other systems to and from DTS systems in connection with providing the VUEWorks Software and all

consents, permissions and authorizations; and (e) Client is presently in compliance with, has complied and will comply with all laws, rules, regulations and other legal requirements in the conduct of its business and with respect to Client's use of the VUEWorks Software and Client's systems, software, materials or data. Specifically, but without limitation, Client further represents and warrants with respect to all Client Data that (i) it has obtained all rights, consents, and permissions necessary to input the Client Data into the VUEWorks Software and to grant the foregoing rights to DTS, (ii) Client's use, copying, displaying, and distribution of the Client Data complies with all federal, state, and/or local laws, rules, regulations and/or ordinances and the terms and policies (including terms of use and privacy and security policies) of all websites from which the Client Data originated and all websites to which the Client Data is copied, distributed, displayed, or published using the VUEWorks Software, and (iii) the Client Data shall not include any personally identifiable healthcare data or financial data of any individual and/or any other data violative of third party rights and/or any applicable law, and/or any data relating to any person under the age of thirteen (13) years.

6.3 DTS Representations and Warranties. DTS represents and warrants that the VUEWorks Software shall substantially conform to the applicable descriptions and specifications for same set forth in the documentation for same and that Implementation Services and other Professional Services that it provides shall be performed in a professional and workmanlike manner. Client acknowledges and agrees that its sole remedy for breach of the foregoing representations and warranties shall be support services provided by DTS in accordance with DTS's standard support services terms.

6.4 Indemnification; Breach of Warranties. Client shall indemnify and defend DTS, its affiliates and their respective employees, officers, managers, directors, shareholders, agents, contractors and representatives (collectively, the "**DTS Indemnitees**") and hold the DTS Indemnitees harmless from and against any and judgments, losses, costs (including court costs and reasonable attorneys' fees), damages, settlements, suits, actions, expenses, liabilities, taxes, fines and claims asserted against, sustained, or suffered by or involving the DTS Indemnitees arising out of or resulting from (i) any breach by Client of its representations, warranties or obligations hereunder; and/or (ii) any claims made by Client's employees, any other authorized users or other third parties arising out of Client's or its

employees' or other authorized users' use of or access to the VUEWorks Software or related to any other Services provided by DTS. In the event of any breach (subject to the cure period in section 8.2(b)), or reasonably anticipated breach, of any of Client's warranties herein, in addition to any other remedies available at law or in equity, DTS will have the right to immediately, in DTS's sole discretion, suspend access to, use or provision of the VUEWorks Software and/or any other Services if deemed reasonably necessary by DTS to prevent any liability for DTS. Client shall be solely responsible for the accuracy and completeness of all Client Data provided by Client or its authorized users in connection with the VUEWorks Software or the Services. DTS does not warrant the correctness, completeness, merchantability or fitness for a particular purpose of any such Client Data and Client shall indemnify, defend and hold the DTS Indemnitees harmless from any and all claims arising out of Client Data or its use.

6.5 Warranties and Disclaimers by DTS. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, THE VUEWORKS SOFTWARE, INCLUDING, WITHOUT LIMITATION, THE HOSTED SOFTWARE, TECHNICAL SUPPORT, MAINTENANCE, DATA MAINTENANCE AND ANY OTHER SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. DTS AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. CLIENT EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF VUEWORKS SOFTWARE IS AT CLIENT'S SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DTS OR ITS AUTHORIZED REPRESENTATIVES CREATES ANY OTHER WARRANTIES OR IN ANY WAY INCREASES THE SCOPE OF DTS'S OBLIGATIONS UNDER THIS AGREEMENT. THE VUEWORKS SOFTWARE MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, OVER THE INTERNET. CLIENT ACKNOWLEDGES AND AGREES THAT DTS AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR

SOFTWARE; OR (B) UNAUTHORIZED THIRD PARTIES (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CLIENT'S DATA, WEBSITES, COMPUTERS, OR NETWORKS. DTS WILL NOT BE LIABLE FOR ANY SUCH ACTIVITIES NOR WILL SUCH ACTIVITIES CONSTITUTE A BREACH BY DTS OF ITS OBLIGATIONS UNDER THIS AGREEMENT. The VUEWorks Software (including, without limitation, the Hosted Software) may include gateways, links, or other functionality that allows Client to access third party services ("**Third Party Services**") and third party content and materials ("**Third Party Materials**"). DTS does not supply and is not responsible for any Third Party Services or Third Party Materials, which may be subject to their own licenses, end-user agreements, privacy and security policies, and terms of use. ALL THIRD PARTY MATERIALS ARE PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND. DTS MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY PRESENT OR FUTURE METHODOLOGY EMPLOYED IN ITS GATHERING OR REPRODUCING OF ANY THIRD PARTY MATERIAL, OR AS TO THE ACCURACY, CURRENCY, OR COMPREHENSIVENESS OF THE SAME. ALL OF THE FOREGOING EXCLUSIONS AND DISCLAIMERS IN THIS SECTION ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICES CHARGED FOR THE VUEWORKS SOFTWARE, INCLUDING, WITHOUT LIMITATION, THE HOSTED SOFTWARE, TECHNICAL SUPPORT, MAINTENANCE, DATA MAINTENANCE AND ANY OTHER SERVICE PROVIDED IN CONNECTION WITH THIS AGREEMENT. The VUEWorks Software may not be compatible with all devices, connection services, or service plans. Not all VUEWorks Software features are available to all clients or users. Availability may depend on a client's or user's location, device type, service plan, and other factors or restrictions.

6.6 Infringement. Should the VUEWorks Software and/or any other DTS software and/or service or use thereof become, or be likely to become in DTS's reasonable opinion, the subject of any claim that the same infringes, violates or constitutes a wrongful use of any intellectual property right, DTS may, at its option: (i) procure for Client the right to continue using the potentially infringing materials; (ii) replace or modify the potentially infringing materials to make them non-infringing, but substantially functionally equivalent; or (iii) terminate this Agreement. THE FOREGOING PROVISIONS OF

THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF DTS, AND THE EXCLUSIVE REMEDY OF CLIENT, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE VUEWORKS SOFTWARE AND ANY OTHER DTS SOFTWARE AND/OR SERVICE.

7. Limitations of Liability.

7.1 Exclusions. DTS WILL NOT BE LIABLE TO THE CLIENT, ITS EMPLOYEES OR ANY OTHER AUTHORIZED USERS OR ANY THIRD PARTY FOR ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OF BUSINESS, EVEN IF DTS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

7.2 Maximum Liability. DTS'S MAXIMUM AGGREGATE LIABILITY RELATED TO OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICES WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO DTS HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO THE APPLICABLE LIABILITY.

7.3 Basis of the Bargain; Failure of Essential Purpose. Client acknowledges that DTS has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

8. Term and Termination.

8.1 Term. This Agreement will be effective commencing on the Effective Date, and continue until the expiration of the last terminated or expiring Order Form unless terminated sooner.

8.2 Termination.

(a) **For Convenience.** DTS may terminate this Agreement upon no less than two month's written notice for any reason or no reason. DTS shall have the right to terminate this Agreement upon providing written notice to Client if Client and/or any of its affiliates is or becomes a competitor of DTS.

(b) **For Cause.** Either party will have the right to terminate this Agreement, or the applicable Order Form, if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of Client's failure to pay fees, which must be cured within fifteen (15) days after receipt of written notice from DTS. Either party may also terminate this Agreement upon providing written notice thereof to the other party if: (i) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (ii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

8.3 Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (a) DTS may immediately cease providing access to and use of the Hosted Software and any other Services; however, upon Client's written request provided to DTS within thirty (30) days after the effective date of termination, DTS shall use reasonable efforts to assist Client in transferring Client Data to Client or another service provider (such services to be subject to DTS's customary fees on a time and materials basis unless otherwise agreed to by the parties); (b) any and all payment obligations of Client under this Agreement will become due immediately; (c) within thirty (30) days after such expiration or termination, each party shall return all Confidential Information and other property of the other party in its possession at the time of expiration or termination and shall not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement. Client shall be required to pay the License Fees any other fees that are payable for the period that would remain had the Agreement not been terminated, unless the Agreement is terminated by Client based on an uncured material breach by DTS.

8.4 Survival. The following provisions will survive any expiration or termination of the Agreement: Sections 2, 3.2, 4-7, 8.3, 8.4 and 9.

9. Miscellaneous provisions.

9.1 Force Majeure. Except for the obligation to pay subscription fees and other amounts payable by Client to DTS hereunder, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, epidemics, pandemics or government ordered shutdowns, earthquakes, hurricanes, tornadoes or other windstorms, other storms or other elements of nature, embargo, riot, protests, civil disturbances, looting, sabotage, labor shortage or dispute or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

9.2 Government Regulations. DTS provides software and uses software and technology that may be subject to U.S. export controls administered by the U.S. Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. Client shall not access or use the VUEWorks Software or otherwise transfer or export or re-export to countries that the United States maintains an embargo (collectively, “**Embargoed Countries**”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “**Designated Nationals**”), each of which may change from time to time. By using the VUEWorks, Client represents and warrants that Client is not located in, under the control of, or a national or resident of, an Embargoed Country or Designated National. The VUEWorks Software may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774. Client shall not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Client operates or does business.

9.3 Governing Law; Legal Proceedings, Severability. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida without application of conflicts of laws rules or principles. Any legal proceedings relating to the terms, interpretation or performance of the Agreement will be brought and heard in the state or federal courts located in Orange County, Florida, and Client consents to such venue and personal jurisdiction therein for any such proceedings. EACH PARTY HEREBY IRREVOCABLY WAIVES THE RIGHT TO A JURY TRIAL. A printed version of the Agreement and of any notice given in electronic form shall be admissible in any legal proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. In the event any provision of this Agreement is held by a court or arbitrator to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.

9.4 Amendment; Waivers; Interpretation. DTS may update this Agreement from time to time. DTS will post the current version on the website in which the Hosted Software is provided or otherwise electronically via the Hosted Software. If Client does not agree to such an update, Client must immediately stop using the VUEWorks Software. By continuing to access or use the VUEWorks Software, Client confirms and acknowledges its acceptance of the updated Agreement. Except as otherwise provided herein, no amendment, rescission, or termination of this Agreement or any of its terms is effective unless it is in writing and signed by the party against whom enforcement is sought. A party does not waive any right under this Agreement by failing to insist on compliance with any term of this Agreement or by failing to exercise any right hereunder. Any waiver granted hereunder is effective only if it is written and signed by the party granting such waiver. A waiver of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement. The parties agree that the terms and conditions of this Agreement are a result of mutual negotiations. Therefore, the rule of construction that any ambiguity shall apply against the drafter is not applicable and will not apply to this Agreement. Any ambiguities shall be reasonably construed as to its fair meaning and not strictly for or against one party regardless of who authored the ambiguous language.

9.5 Assignment. Client may not assign its rights or delegate its duties under this Agreement

either in whole or in part without the prior written consent of DTS. Any attempted assignment or delegation without such consent will be void. DTS may assign this Agreement in whole or part to an affiliate or in connection with a sale of all or substantially all of its assets. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Except for DTS's suppliers and licensors, this Agreement shall not be construed to make any person or entity a third-party beneficiary hereof.

9.6 Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, or mailed by registered or certified mail, return receipt requested; postage prepaid to the address for the applicable party indicated in the first page of the Agreement, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier. Notwithstanding the above, notices may be sent by email from DTS to Client or may be posted by DTS via the VUEWorks Software online on Client's account and shall be effective upon sending or posting.

9.7 Relationship of Parties. DTS and Client are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between DTS and Client. Neither DTS nor Client will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

9.8 U.S. Government-Restricted Rights. The software and accompanying documentation are deemed to be "commercial computer Software" and "commercial computer Software documentation," respectively, pursuant to

DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Software and accompanying documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9.9 Publicity. Client agrees that DTS may use Client's name and refer to Client directly or indirectly in any media release, public announcement, or public disclosure relating to this Agreement or its subject matter, including in any promotional or marketing materials and its website, lists and business presentations.

9.10 Entire Agreement; Counterparts. This Agreement, including the Order Forms and other exhibits and other documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. No provision of this Agreement may be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement. This Agreement shall prevail over any terms and conditions appearing on Client's purchase orders or other ordering documents, regardless of when such purchase orders or other ordering documents are delivered to DTS to which notice of objection is hereby given. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

EXHIBIT D

SUPPORT SERVICES TERMS

Support services provided by DTS to Client with respect to access and use of the VUEWorks Software shall consist of the following:

(i) Telephone/Email Help Desk. Telephone help desk support in English by telephone shall be available from 8:00 a.m. to 8:00 pm. eastern time Monday through Friday. The telephone number for help desk support is: (800) 252-2402. The e-mail address for email support is: support@vueworks.com

(ii) Online Support. Access to VUEWorks® help portal support shall be available 24/7. The e-mail address for email support is: support@vueworks.com

(iii) Hosted Software Client Data Back-ups. DTS's back-up responsibilities with respect to the VUEWorks Software provided as Hosted Software consist of performing daily back-ups of Client Data on the DTS servers, including databases supported by DTS after setup by Client, such that all Client files and data can be recovered by DTS to the last recovery point in the event of loss.]

(iv) Identification of an Incident or Problem. An incident or problem shall be deemed to begin at the earliest time it is observed by DTS or reported to DTS by Client.

(v) Response Procedures. In responding to incidents or problems, DTS shall notify Client in reasonable detail in writing, as soon as reasonably practicable, and shall provide telephone or e-mail contact. Client shall ensure that their telephone numbers and e-mails may be accessed by individuals capable of providing back-up if Client representatives are unavailable. If DTS is unable to reach a particular Client representative, DTS will leave a message and attempt to contact any alternative contacts such Client representative may have designated.

(vi) DTS Response Obligations. DTS's specific response obligations shall consist of the following:

(a) Notify Client of the problem and provide an estimate of the time required to resolve the problem as soon as such an estimate is determined.

(b) Undertake commercially reasonable efforts to implement a permanent solution; if a permanent solution cannot be found, DTS shall undertake commercially reasonable efforts to implement and provide a temporary solution (either by bypassing or working around the problem) and will provide a permanent solution as soon as possible.

(c) Update Client regularly on progress in resolving problems.

(vii) Client Reporting Obligations. Client agrees that it shall inform the DTS of any incidents or problems of which Client becomes aware as promptly as reasonably practicable.

(viii) Hosted Software Maintenance. DTS will use reasonable efforts to perform software updates in the production environment in coordination with the Client during off peak hours and shall perform any maintenance requiring scheduled downtime on the production environment only on weekend nights between the hours of [1:00 AM and 4:00 AM] eastern time and no more than two (2) times per calendar month unless required otherwise due to a security issue or other urgent issue. DTS shall use reasonable efforts to notify Client by email or telephone of any maintenance work which shall result in system downtime no less than [one (1) day] prior to the actual commencement of the downtime.

(ix) Hosted Software Availability. DTS shall use its commercially reasonable efforts to make the Hosted Software available to authorized users 99.9% of the time in each calendar quarter, less the periods of time during which the Hosted Software are not available due to one or more of the following events (collectively, "**Excepted Downtime**"):

- (a) Maintenance. Maintenance as described in (viii) above.
- (b) Unscheduled Maintenance. Unscheduled maintenance that is performed in response to a critical unforeseen circumstance, such as security vulnerability or performance issue.
- (c) Client Acts or Omissions. The acts or omissions of Client or Client's employees, agents, contractors, vendors, or any end user or any other party gaining access to the Hosted Software by reason, directly or indirectly, of any act or omission of Client, including without limitation, the following:
 - Non-availability of Client's connected systems or applications;
 - Upgrades or changes made to Client's connected systems or applications without approval by DTS and other changes made to Client's connected systems or applications without sufficient time for DTS to prepare for Client's changes;
 - Client's failure to implement, install and/or otherwise use updates and other modifications or recommendations from DTS;
 - Client errors in integration of the VUEWorks Software; and
 - Time waiting for Client to provide required information or to perform required actions.
- (d) Network Failures. A failure of the Internet and/or telecommunications networks or issues attributable to DTS's hosting/web services provider; or
- (e) Force Majeure. The occurrence of any event that is beyond DTS's reasonable control.

The parties acknowledge that, although DTS will use reasonable efforts to work with third parties to avoid and remedy any impairment or disruption in Hosted Software services availability, DTS cannot guarantee that such impairment or disruption will not occur or that it can be resolved if it occurs.

VUEWORKS TECHNICAL SUPPORT POLICY

1. VUEWorks technical support is available live from 8:00am to 8:00pm, Eastern time, on all weekdays other than Federal holidays. VUEWorks' support includes answering questions from Customer over the telephone or e-mail, and the commercially reasonable effort to have the VUEWorks Software functioning properly in accordance with the documented product features and specifications. 24/7 customer support is available via the VUEWorks® online support portal.
2. VUEWorks Support must be initiated either through calling the support line (800) 252-2402, Submitting a ticket through the application or Support Email: support@vueworks.com. VUEWorks recommends the use of the application or email as it serves as a written record of the event.
3. Customer shall designate one individual to serve as the primary support contact for requests. Additionally, customer may designate as many as five (5) more secondary individuals who may contact VUEWorks directly for support issues. Other arrangements will be addressed on a case-by-case basis and must be agreed to in writing by Customer and VUEWorks.
4. The initial contact whether invoked by email or telephone for a particular issue defines the beginning of a support incident.
5. In cases where a VUEWorks staff member is unable to answer the phone, or when the Customer uses email for a support request, Customer will include in the message their name, their organization, a thorough description of the steps that preceded the problem, and a call back number. Screen shots and complete descriptions of the problem, activities leading to the problem and any related detail are most helpful. VUEWorks may not be able to respond if this information is not provided.
6. Common incidents include operational questions, improvement suggestions, problems related to changes in the customers' GIS environment, problems related to changes in the customers' VUEWorks implementation, and problems related to defects in the software.
 - a. If the incident involves a defect in the VUEWorks software, VUEWorks will provide the commercially reasonable effort to fix the defect(s) at no charge.
 - i. A defect is defined as an issue with the software during the normal course of operation where the software does not function as documented due to an error in the software code.
 - ii. A defect is often, but not always, accompanied by an error message.
 - iii. VUEWorks software has many dependencies that could generate error messages that are delivered through VUEWorks but are not VUEWorks software defects. These include but are not limited to:
 1. Esri GIS Software
 2. MS SQL Server
 3. Server operating system
 4. Permissions
 5. Hardware
 6. Network connectivity
 7. Individual client computer issues
 - a. Individual Client computer issues are identified when the issue occurs on a limited number of computers but not on all computers using the same VUEWorks user login.
 - b. VUEWorks reserves the right to determine if an issue is caused by a VUEWorks software defect or not
7. If the issue is determined to be anything other than a defect in the VUEWorks software code then VUEWorks will provide up to 30 minutes of technical support at no charge, followed by a charge of two hundred dollars (\$250) per hour per incident.

8. VUEWorks technical services do not include support for Esri Software. While VUEWorks staff may attempt, at its sole discretion, to resolve issues stemming from Esri Software, the Customer recognizes that these types of issues are best supported through Esri's many support channels.
9. VUEWorks handles incident reports in the following manner
Each incident logged will be given a priority of 0 to 4 as determined by VUEWorks technical support staff. VUEWorks will first attempt to resolve the issue with the Customer upon initial response. If the issue cannot be resolved during initial response then VUEWorks will respond to the request depending on the priority of the issue as defined in the following sections:
 - a. Priority 0. Critical Issue. VUEWorks will start working on the issue within 4 business hours of initial response and continue to work on the issue during normal business hours until the issue is resolved. Examples of Critical Issues:
 - i. No user at the Customer site can log on to VUEWorks
 - ii. The map does not display on any user computer at the Customer's site.
 - iii. No user at the Customer's site can create a Service Call or Work Order
 - b. Priority 1. Severe Issue. VUEWorks will start working on the issue within one business day of initial response and continue to work on the issue during normal business hours until the issue is resolved if any of the following occurs:
 - i. VUEWorks generates information that is obviously and substantially incorrect
 - ii. A feature produces error messages that causes an application feature to stop functioning or not produce results
 - c. Priority 2. Important Issue. If the issue cannot be resolved through the initial response process, then VUEWorks will start working on the issue within 5 business days and resolve the issue within 30 days thereafter if any of the following occurs:
 - i. An issue reported by Customer that can be resolved by providing help on using a specific feature
 - ii. Issues that cause an error message but do not cause the application to stop functioning or create results that are substantially incorrect
 - iii. Issues acknowledged by VUEWorks as a defect that can be avoided without loss of functionality through a work around process
 - d. Priority 3. Low priority issues. If the issue cannot be resolved through the initial response process, then VUEWorks will document the issue but not be obligated to respond within any specific time frame for the following types of issues:
 - i. Issues or questions that are not directly related to the functionality of the product
 - ii. Non-contractual application enhancement request (the "Wishlist"). A non-contractual request to provide features in VUEWorks that are not in the current product.
 - e. Priority 4. Issue is not directly related to VUEWorks software. If an issue is determined to be related to hardware, browser, or operating system malfunction VUEWorks will notify Customer that the issue must be resolved by the Customer. These cases are usually substantiated if the issue occurs on only one user computer and cannot be replicated on another user computer or at VUEWorks test environment.

VUEWorks will provide commercially reasonable effort based on the above guidelines. If it is determined that the effort required to resolve the issue is not included in this Annual Maintenance and Support policy, work will stop, and the Customer will be advised that the work is not covered. At VUEWorks discretion, the customer may be provided an option for VUEWorks to continue the work at an agreed to cost and scope.

10. Direct Server Access: In order for VUEWorks to provide adequate support the Customer agrees to provide VUEWorks the means to remotely control and transfer files with the Customer's VUEWorks server, the GIS server and the SQL server through the Internet.
 - a. VUEWorks recommends MS Teams software for remote access but will work with any commercially acceptable system that provides remote control and file transfer capabilities as preferred by the Customer
 - b. This requirement allows VUEWorks support staff to:
 - i. Offer the Customer software update services to install patches, updates, and upgrades that would otherwise require Customer resources
 - ii. Ability for VUEWorks staff to directly operate VUEWorks at the Customer site for the purpose of investigating issues reported by the Customer

- iii. Attempt to resolve issues remotely that would otherwise require an On-Site visit
- c. Customers understands and agrees that if remote access to Customer's servers is not provided then the all response times documented in item 10 above will not apply.
 - i. VUEWorks agrees to not access any other data or applications other than required for VUEWorks support purposes.

Notice

This document and its contents have been prepared and are intended solely for The Mayor and Council of Rockville's information and use in relation to VUEWorks® Enterprise Asset Management (EAM) and Customer Relationship Management (CRM) Software Implementation.

AtkinsRéalis assumes no responsibility to any other party in respect of or arising out of or in connection with this document and/or its contents.

This document has 12 pages including the cover.

Document History

Revision	Description	Originated	Date
Rev 1.0	Initial Scope of Work	Signe Rinerson	8/12/25
Rev 1.1	City Response	James Woods	8/19/25
Rev 1.2	AtkinsRéalis Review of City Response	Signe Rinerson, Todd Spangler, Julie Wilson	8/26/25

Project Information

Client	The Mayor and Council of Rockville, Maryland
Project	City of Rockville VUEWorks® Enterprise Asset Management (EAM) and Customer Relationship Management (CRM) Software Implementation
Project Number	p100112286
Document Title	Scope of Work

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Background

The Mayor and Council of Rockville (the “City”) has high standards for open, participatory government that is accessible to all Rockville. The City wants to fundamentally transform the way it interacts with its residents and how staff manages the City’s many assets and is seeking a long-term partner who shares and can help deliver on that vision. Through this initiative the City wants to redefine the resident and staff experience with and within City government. This transformation includes the following components:

- A geographic location-based EAM system and CRM system;
- A high touch, personalized interaction when communicating with the City and within and across City departments;
- Continuous improvement of service delivery and responsiveness to residents and staff through monitoring and measuring performance;
- A web portal designed around staff and resident needs and perspective;

The City is looking for software and consulting services that will:

- Transform the way staff tracks assets, monitors activity, and delivers government services;
- Fully utilize the City’s ESRI ArcGIS platform;
- Increase accountability for service fulfillment;
- Enhance transparency into City operations;
- Allow user-friendly reporting with drill down capabilities;
- Provide residents, employees, and management access to real-time data;
- Foster collaboration between City departments and among residents;
- Allow residents to participate in problem-solving and improved service delivery;
- Facilitate data driven decision making both by the City and its communities;
- Identify opportunities for improvement of City services;

Scope of Services

In-Scope Items

Describe the project scope by defining what the project will accomplish.

- AtkinsRéalis shall provide Annual Software as a Service (SaaS) VUEWorks® Enterprise License for 250 concurrent users and 3 environments (Development, Training, and Production).
- AtkinsRéalis shall provide Implementation and Training Services for the City of Rockville including:
 - a. Project Management
 - b. Software Installation/Setup
 - c. Software Configuration and Workflow

- d. Data Conversion/Integration
- e. Interfaces/User Setup
- f. Testing
- g. Custom Reports
- h. Training
- i. Go-Live and Stabilization Services
- AtkinsRéalis shall configure the following VUEWorks® modules: Core, Citizen Request Portal, Service Request, Work Order, Resource Manager (Labor, Equipment, and Inventory) and Condition.
- AtkinsRéalis shall configure the following VUEWorks modules for up to 5 asset types: Risk, Valuation, Projects and Budget Forecasting. AtkinsRéalis staff will train City staff to configure additional asset types, if needed.
- AtkinsRéalis shall configure VUEWorks® WorkforceVUE and CitizenVUE mobile applications.
- AtkinsRéalis shall configure up to 6 custom reports/dashboards.
- AtkinsRéalis shall configure VUEWorks® to integrate with the City of Rockville's GIS services and the identified Interface systems.
- AtkinsRéalis shall provide a combination of virtual and onsite training to the City of Rockville's staff using standard training materials. Training will include:
 - a. Introductory Training (Virtual: 16 hours)
 - b. Administrative Training (Onsite: 6 hours)
 - c. System and Mobile Usage Training (Onsite: 24 hours)

Out of Scope Items

Describe the project scope by defining what the project will not accomplish.

- Configuration of VUEWorks®' modules not defined in the Scope of Work.
- Configuration of VUEWorks®' software for workflows not identified in the Scope of Work.
- Development of GIS spatial data required for VUEWorks® implementation.
- Data cleansing, normalization, manipulation, or editing.
- GIS data server configuration or network configuration on the City of Rockville's IT infrastructure.
- Integrations with any systems not identified in the Scope of Work.
- The development of middleware or APIs to support customized interfaces or data conversions with 3rd party software, unless agreed upon through change management process.
- Software enhancements to COTS product.

Assumptions

Describe any project assumptions related to business, technology, resources, scope, expectations, or schedules.

- The City of Rockville will provide access to their systems in a timely manner via screen sharing or video conferencing, access to requested data via an Atkins Realis-provided file repository and access to staff in order to meet the project schedule.
- AtkinsRéalis will perform the Implementation Services and Training Services both remotely and onsite during its regular business hours.
- The City of Rockville's Project Manager will be the point of contact for all aspects of the project and will be responsible for coordination among the City of Rockville's staff.
- Subject matter experts that participate in the project will be knowledgeable in the areas needed and will be able to provide the necessary information during the meetings scheduled. AtkinsRéalis will provide the City with an Agenda for the meeting and provide a list of information needed from the subject matter experts at least one-week prior to meetings to ensure the City is prepared to provide the necessary information.
- New requirements that are not part of the current scope will be documented and assessed as part of the change management process.
- AtkinsRéalis will perform one round of data imports in the Development environment. Two rounds of revision can be made by the City of Rockville prior to Production data load.
- The City of Rockville will provide timely responses with request for information, credentials or other needed data, processes, or workflow within two weeks from request.

If any of the above-described assumptions are inaccurate, or there is a delay in accomplishing the assumptions or circumstances change materially affecting this Scope of Work, the schedule, duration, scope, and other terms of this Scope of Work shall be subject to change. The parties will enter into an amendment to this Scope of Work setting forth the changed terms and any additional applicable fees or other charges. In the event a change in the Scope of Work may be needed, all amendments and modifications hereto must be in writing and signed by the appropriate authorities of each party.

Constraints

Describe the limiting factors or constraints that restrict the project team's options regarding scope, staffing, scheduling, and management of the project.

- VUEWorks® is a commercial "off the shelf" software with pre-determined configuration options. Appendix B is a standard list of options that can be configured within VUEWorks® and not all configurable options are included in the scope of work. The AtkinsRéalis team will make every effort to set up the configuration and integrations to meet the desired business functions within the possible settings.

Dependencies

Describe any dependencies that will affect the implementation of and successful completion of this project. Note any dependencies of this project as an input or requirement for another business process or system integration.

- GIS data will be published out as a map service per the VUEWorks® and Esri document and will be made available as requested per project schedule to finalize the installation of the VUEWorks® software.

- The VUEWorks® system must have access to database views, APIs, staging databases, or servers in order to review, test, and finalize integrations. System level credentials should be set as non-expiring.

Project Approach

As a part of the implementation of the VUEWorks® Enterprise Asset Management (EAM) and Customer Relationship Management (CRM) Software, AtkinsRéalis will provide installation and configuration of the VUEWorks® software, training and support services designed to ensure successful deployment of the system for the City of Rockville. The following tasks have been identified and correlate to the proposed project activities and project schedule.

- Project Planning
- Configuration
- Testing and Training
- Go-Live

Tasks and Deliverables

Project Planning

Project Management

AtkinsRéalis will deliver a Project Management Plan, in consultation with the City of Rockville Project Manager, to detail the goals and objectives, scope, and schedule. In addition, this plan will define communication methodology, risk management, issue management, and change management processes. AtkinsRéalis will coordinate with the City of Rockville Project Manager to revise the project schedule to include additional detail and agreed upon timelines.

The AtkinsRéalis Project Manager will:

- Serve as the interface between the City of Rockville Project Manager and the AtkinsRéalis team participating in this project.
- Develop and maintain the Project Management Plan, in consultation with the City of Rockville Project Manager.
- Facilitate regular communication with the City of Rockville Project Manager, including providing bi-weekly status reports.
- Review the project performance against the Project Management Plan and communicate issues and risks. Update Project Management Plan, monthly.
- Serve as the interface between the City of Rockville Manager and AtkinsRéalis accounting department for all invoicing tasks and questions.

As part of this phase, the AtkinsRéalis team shall provide the following deliverables:

- Project Management Plan
- Scope of Work
- Project Schedule

- Bi-weekly project status updates and status meetings

Planning and Design

During the planning and design phase, AtkinsRéalis will provide VUEWorks® specific requirements, address questions, and support the City of Rockville.

Initial interviews will be scheduled with the City to understand their current business processes and future needs. The business requirements will be assessed and further clarified during the configuration phase.

Topics in these sessions will focus on:

- Review current processes and workflows
- Citizen Portal and CitizenVUE data review
 - Request Categories and Issues
 - Mapping of categories and issues to appropriate departments and teams
 - Identification of various workflows related to citizen requests
- Asset data review
 - Identify asset types
 - Review existing tabular and spatial data
- Work management data review
 - Service request issues
 - Work / maintenance activities
 - Preventive maintenance activities
- Resource management data review
 - Personnel lists
 - Inventory lists
 - Equipment items
- Reporting needs
- Review the types of documents that will be linked in the system such as warranties, SOPs, drawing and images.
- Review field user (mobile app) process and needs
- User roles and permissions
- Identify data requiring normalization or standardization to be completed by City of Rockville
- Historical data migration and system integration needs.

Configuration

Installation

The AtkinsRéalis team will perform the software installation and grant the City's project team access. As part of the installation process, VUEWorks® will be integrated with the City of Rockville's enterprise GIS services, Identity Provider (if applicable), and email server. The VUEWorks® SaaS license provides web and mobile app-based tools for 3 environments (Development, Training, Production) and 250 concurrent users.

As part of this phase, the AtkinsRéalis team shall provide the following deliverables:

- Software installation of DEV, TRAIN, and PROD environments
- Integration with the City of Rockville GIS map services IDP, and email server

Configuration and Interface

The AtkinsRéalis team will configure features/module in phases as identified in the schedule. The AtkinsRéalis team will meet with business users to clarify requirements and make configuration decisions.

Below are the tasks associated with the configuration of CitizenVUE and VUEWorks.

- Receive information and data from the City of Rockville per the assignments
- Review requirements with business users and request additional information as needed
- Configure assets, forms, data fields, roles, and mobile components
- Configure CitizenVUE forms, messages, categories, and issues
- Review configuration with the City of Rockville
- Make final configuration changes

As part of the configuration, AtkinsRéalis will configure up to:

- Full CitizenVUE configuration
- 6 GIS Search pages
- 6 Facility templates
- 20 Service Request forms
- 20 Work Order forms
- 10 Condition forms
- 6 Project forms
- Mobile app forms
- 10 Preventative Maintenance (recurring) work order for assets and provide training for the City of Rockville staff to complete additional recurring work orders, if needed.

AtkinsRéalis will demonstrate the capabilities for the Risk, Valuation, Projects, and Budget Forecasting modules and communicate the required data needs. AtkinsRéalis will configure up to 5 asset types for the City and provide training to City staff to configure additional asset types, if needed.

VUEWorks® includes filtering, dashboard, and reporting capabilities. Many standard reports are built-in the system as part of installation. The AtkinsRéalis team will configure up to 6 custom reports or dashboards for use by the City of Rockville

Data Conversion

The City of Rockville will provide data or database views per the data formatting requirements identified by AtkinsRéalis. AtkinsRéalis will perform two cycle of imports during this phase. If adjustments are necessary, they will be accounted for during the final data import during cut-over.

The AtkinsRéalis team will import the following data from Excel files or database views provided by the City of Rockville:

- Non-Spatial Asset Inventory
- List of personnel and labor rates
- Parts and Materials
- Equipment and rates
- Historical data

Integrations

The following list of systems have been identified as a potential integration with VUEWorks®. Each system will be evaluated with the City of Rockville system owner and business owner to define the integration need and document a proposed solution. The System Integration Plan will include the tasks, responsible party, and timeline for each integration.

System	Description
Esri ArcGIS	Native Integration in VUEWorks®
CGI-AMS Advantage	General Ledger, Escrow Accounts
Harris InHance Impresa Billing System	Utility Billing System
MyGovernmentOnline (Code Enforcement integration)	Integration would need to be scoped to understand desired functionality.

The final integration approach and requirements will be agreed upon with the City of Rockville and AtkinsRéalis will configure VUEWorks® data link and/or APIs per the plan.

As part of this phase, the AtkinsRéalis team shall provide the following deliverables:

- Configured VUEWorks® modules in DEV environment
- Data import templates for the City of Rockville to fill out
- Training to the City of Rockville staff for data entry
- Data linking, data import, or keyed in data
- System Integration Plan
- Integration development as defined in System Integration Plan for CGI-AMS Advantage, Impresa Billing System, and MyGovernmentOnline.

Testing and Training

User Acceptance Testing

The AtkinsRéalis team will perform Quality Control (QC) testing and provide standard User Acceptance Testing (UAT) test scripts for the City of Rockville testers. The City of Rockville testers will be granted access to the Training environment and provided with standard test scripts to validate the configurations. The City of Rockville will provide consolidated testing feedback for review. Each item will be reviewed and retested by the AtkinsRéalis team. Feedback will be classified as: configuration change needed, request for a design change, or training item. Requested design changes will be documented and routed through the change control process.

As part of this phase, the AtkinsRéalis team shall provide the following deliverables:

- UAT standard test scripts
- Access to TRAIN environment

Training

AtkinsRéalis will prepare a Training Plan based on the City of Rockville's needs. As go-live approaches, the AtkinsRéalis team will work with the City of Rockville to finalize the training details including specific curriculum and attendee list and update the Training Plan for each training session. Train-the-trainer training will be provided, on overall system navigation and functionality to familiarize staff with overall software environmental and daily work function. Training will include: OMS system integration, request management, work management, asset management, resource management, app functionality, and administrator roles. Introductory training will be conducted virtually and final training conducted onsite by the AtkinsRéalis team. Standard training material will be provided in electronic format to users.

As part of this phase, the AtkinsRéalis team shall provide the following deliverables:

- Training Plan
- Introductory Training (Virtual: 16 hours)
- Administrative Training (Onsite: 6 hours)

- System and Mobile Usage Training (Onsite: 24 hours)
- Standard Training Materials

Go-Live

Production Deployment

Upon completion of user acceptance testing and sign off, the final Production environment will be configured by the AtkinsRéalis team, ensuring configuration settings, data load, and interfaces are functional. Users accounts will be imported. The City of Rockville will provide formal go / no-go approval.

As part of this phase, the AtkinsRéalis team shall provide the following deliverables:

- Software deployment of PROD environment
- Final configuration of PROD environment
- Final data imports
- Import of user accounts

Go-Live Support

During the roll out or go-live phase, the AtkinsRéalis team will provide thirty days of go-live support assistance once the City of Rockville goes live in the Production environment. The AtkinsRéalis team will provide weekly check-in calls with the City of Rockville System Administrators to answer any questions that may have arisen from users during initial use. AtkinsRéalis will provide the City of Rockville with access to the VUEWorks® Customer Support Portal to access software notifications and release notes. Users will also have access to technical support and knowledge base including access to manuals, help articles, and recorded webinars. City of Rockville users are invited to participate in the following opportunities to engage and network with other VUEWorks® users: annual meetings, online forum, and online webinars.

As part of this phase, the AtkinsRéalis team shall provide the following deliverables:

- Weekly check-in calls with City Administrators
- Registration into VUEWorks® Customer Support Portal
- Access to software notifications and release notes
- Access to technical support assistance
- Access to knowledge base and networking opportunities

Project Schedule

A preliminary project schedule is shown below using an estimated start date. The project schedule start date will be updated upon contract execution in coordination with the City of Rockville's Project Manager. The AtkinsRéalis Project Manager will maintain the schedule through the life of the project to track progress and completion. The project schedule will be shared with the City of Rockville Project Manager as part of bi-weekly status reporting.

Task Name ▼	Duration ▼	Start ▼	Finish ▼
City of Rockville VUEWorks® Enterprise Asset Management & Customer Relationship Management Software	261 days	Wed 10/15/25	Wed 10/14/26
Project Kickoff, Business Analysis, VUEWorks Setup	35 days	Wed 10/15/25	Tue 12/2/25
Project Kickoff Meeting	1 day	Wed 10/15/25	Wed 10/15/25
VUEWorks Installation and Environments Setup	25 days	Wed 10/15/25	Tue 11/18/25
Business Analysis Meetings to Review Requirements, Workflows, Data Conversion/Interfaces, Reports	34 days	Thu 10/16/25	Tue 12/2/25
Data Conversion/Integration	45 days	Wed 12/3/25	Tue 2/3/26
Complete data conversion/integrations to VUEWorks® software	45 days	Wed 12/3/25	Tue 2/3/26
Configuration	140 days	Wed 2/4/26	Tue 8/18/26
VUEWorks® Module Configuration	90 days	Wed 2/4/26	Tue 6/9/26
Complete Report Configuration	50 days	Wed 6/10/26	Tue 8/18/26
Testing	20 days	Wed 8/19/26	Tue 9/15/26
Test Cases, Access to TEST Environment	5 days	Wed 8/19/26	Tue 8/25/26
User Acceptance Testing and Feedback	10 days	Wed 8/26/26	Tue 9/8/26
Configuration Modifications and Testing Approval	5 days	Wed 9/9/26	Tue 9/15/26
Training	10 days	Wed 9/16/26	Tue 9/29/26
Training Plan	5 days	Wed 9/16/26	Tue 9/22/26
Administrator, End User, Field User Training	5 days	Wed 9/23/26	Tue 9/29/26
Go-Live, Support, Project Closeout	11 days	Wed 9/30/26	Wed 10/14/26
Deployment to PROD Environment	5 days	Wed 9/30/26	Tue 10/6/26
Go-Live	1 day	Wed 10/7/26	Wed 10/7/26
Week of Go-Live Support	5 days	Wed 10/7/26	Tue 10/13/26
Project Closeout	1 day	Wed 10/14/26	Wed 10/14/26

Figure 1: City of Rockville VUEWorks® Enterprise Asset Management (EAM) and Customer Relationship Management (CRM) Software Project Schedule

Appendix A: Configurable Items

This Appendix provides a list of configuration items within VUEWorks®. Not all items may be included within this Scope of Work.

Core System Settings

- Auto Log Out Settings
- Change Log Settings
- User Lists
- User and Role Permissions
- Layer Setup
- Asset Classes & Types
- Data Links
- Document Types
- Document Libraries
- Email Settings
- GIS Search Settings
- Time Entry Settings
- Report Manager Settings

Service Requests (SR)

- SR Bulk Operation Settings
- SR Admin Settings
- SR Email Settings
- SR Number Formatting
- SR Types
- SR Issues
- SR Forms
- SR Terms
- SR Routing Configuration
- CitizenVUE Configuration
- Citizen Request Portal Configuration

Work Orders (WO)

- WO Bulk Operation Settings
- WO Admin Settings
- WO Number Formatting
- WO Email Settings
- WO Types
- WO Activities
- WO Forms
- WO Tasks
- WO Terms
- WO Routing Configuration

- WO Statuses
- WO Priorities
- WO Funding Sources
- WorkforceVUE Configuration

Resource Manager

Personnel

- Labor Rate Types
- Labor Titles
- Crews
- Personnel Permission Groups
- Personnel Terms
- Personnel Forms

Equipment

- Category and Sub-Category
- Equipment Types
- Equipment Rate Types
- Equipment Permission Groups
- Equipment Terms
- Equipment Forms

Inventory

- Category and Sub-Category
- Inventory Types
- Inventory Permission Groups
- Inventory Rate Types
- Inventory Forms
- Warehouses
- Suppliers, Manufacturer Lists

Facilities

- Facility Templates
- Asset Types
- Attributes
- Default Values
- WorkforceVUE mobile bundles

Condition

- Condition Forms
 - Categories
 - Defects
 - Weights
 - Ratings
 - Override Ratings
 - Condition Terms

Risk

- Failure Modes
- Failure Probabilities
- Consequences
- Consequence Ratings
- Risk Terms

Projects

- Project Statuses
- Project Groups
- Inflation Rates
- Project Terms
- Project Forms
- Jobs

Valuation

- Historical Costs
- Inflation Index
- Depreciation Options

Budget Forecasting

- Life Expectancies
- Deterioration
- Baseline Settings
- Job Assignments
- Job Funding
- Work Plan Budgeting

**STANDARD ADDENDUM TO SOFTWARE LICENSE AND SERVICE AGREEMENT
BY AND BETWEEN THE MAYOR AND COUNCIL OF ROCKVILLE AND DATA
TRANSFER SOLUTIONS, LLC**

This Standard Addendum to Software License and Service Agreement (the “**Addendum**”) by and between the Mayor and Council of Rockville, a Maryland municipal corporation and body politic (the “**Mayor and Council**” or “**City**”), and Data Transfer Solutions, LLC, a Florida limited liability company, with its principal place of business located at 482 South Keller Road, Suite 300, Orlando, Florida 32810, USA, authorized to do business in Maryland (“**DTS**” or “**Contractor**”) is entered into as of the ____ day of ____, 2025 (“**Effective Date**”). The Mayor and Council and the Contractor are the “**Parties**” to this Agreement.

RECITALS

WHEREAS, the City is interested in purchasing the software developed by Contractor for use as Enterprise Asset Management (“**EAM**”) and Customer Relationship Management (“**CRM**”) software; and

WHEREAS, the Rockville City Code, Section 17-62, provides for the procurement of services for City through requests for proposals; and

WHEREAS, the City issued Request for Proposals 03-25 for EAM and CRM Software on October 2, 2024 (the “**RFP**”); and

WHEREAS, the Contractor submitted a proposal to the City in response to the RFP on November 15, 2024; and

WHEREAS, the Contractor provided its best and final offer to the City on June 20, 2025; and

WHEREAS, the Contractor requires purchasers of its software to sign its Software License and Service Agreement, attached and incorporated herein as **Attachment A** (the “**Agreement**”); and

WHEREAS, the Parties agree that the Agreement is modified as noted in this Addendum.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. RECITALS & ORDER OF PRECEDENCE

- A. **Incorporation of Recitals.** The foregoing recitals above are an integral part of this Addendum and set forth the intentions of the Parties and the premises on which the

Parties have decided to enter into this Addendum. Accordingly, the recitals above are fully incorporated into this Addendum by this reference as if fully set forth herein.

- B. **Order of Precedence**. This Addendum prevails in the event of any inconsistency between this Addendum, the Agreement, and any attachments. Any term or condition of the Agreement not superseded by a term or condition of this Addendum shall remain in full force and effect.

II. PAYMENT AMOUNT

- A. **Amount**. The amount of to be paid the Contractor shall not exceed \$655,370.00 over the term of the Agreement and any renewal.

III. ADDITIONAL TERMS:

- A. The following terms are expressly superseded by this Addendum, to wit:
- i. Any requirement that the Mayor and Council of Rockville maintain any type of insurance either for the City's benefit or for the contractor's benefit.
 - ii. Any automatic renewal or extension of the Agreement beyond the term identified above.
 - iii. Any requirement that the Mayor and Council of Rockville indemnify or hold harmless the Contractor for any act or omission.
 - iv. Any imposition of interest charges contrary to Maryland's laws relating to Prompt Payment.
 - v. Any provision requiring the law of any state other than Maryland in interpreting or enforcing the Agreement or requiring or permitting any dispute under the Agreement be resolved in the courts of any state other than Maryland and a County other than Montgomery County, Maryland.
 - vi. Any requirement of total or partial compensation or payment for lost profit or liquidated damages by the Mayor and Council of Rockville if the City terminates the Agreement.
 - vii. Any limit to the time period in which claims or actions can be brought unless set forth in Maryland law.
 - viii. Any language purporting to authorize unilateral modification of the Agreement by the Contractor.
 - ix. Any language that might be construed as overriding the Mayor and Council's obligations to comply with the Maryland Open Records Act.
 - x. Any language binding the Mayor and Council to arbitration.
 - xi. Any obligation of the Mayor and Council to pay costs of collection or attorney's fees.
 - xii. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undesignated City representative to bestow or incur on behalf of the Mayor and Council.
 - xiii. Any term that purports to require the City to pay costs that are beyond the funds annually appropriated by Mayor and Council.

B. To the extent authorized by law, the following terms are specifically incorporated, to wit:

- i. If services require the Contractor to access the City's electronic information resources or the City's electronic data assets, the Contractor shall adhere to all requirements, terms, and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement which can be viewed at the following web address:

<https://www.rockvillemd.gov/DocumentCenter/View/36407/IT-ACCESS-CONFIDENTIALITY-POLICY?bidId=>

- ii. The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

- C. **Insurance.** Prior to the execution of the Agreement by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the state of Maryland evidenced by a certificate of insurance. The Contractor's insurance shall be primary. The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown on the Insurance Requirements, attached and incorporated herein as **Attachment B**.
- D. **Legal Requirements.** The Contractor shall observe and comply with all Federal, State, County, and City laws, statutes, rules and regulations that affect the provision of software under this Agreement.
- D. **Legal Notices. Notices, Demands, and Communications Between the Parties.** Formal notices, demands, and communications between the Contractor and the Mayor and Council shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the Mayor and Council: City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850
Attention: Sara Taylor-Ferrell, City Clerk
Email: SFerrell@rockvillemd.gov
Telephone: (240) 314-8283

With a Copy to: Robert E. Dawson, City Attorney
Email: RDawson@rockvillemd.gov
Telephone: (240) 314-8150
Jeff Mihelich, City Manager
Email: JMihelich@rockvillemd.gov
Telephone: (240) 314-8102

To the Contractor: Donna M. Huey, President
Data Transfer Solutions, LLC
Email: Donna.Huey@atkinsrealis.com
Telephone: (40) 382-5222

- E. **Choice of Law & Venue.** The provisions of the Agreement shall be governed by the laws of the State of Maryland. Any civil action or legal proceeding arising out of or relating to this Contract shall be brought only in the courts of record of the State of Maryland in Montgomery County.
- F. **Authority of the City Manager in Disputes.** Any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the Agreement shall be decided by the City Manager who shall notify the Contractor in writing of the determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the Contractor's position. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the Chapter 17 of the Rockville City Code.
- G. **Limitation of Liability.** The limit of liability of Contractor to the City for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.
- H. **Mutual Waiver of Consequential Damages.** Notwithstanding anything to the contrary, on behalf of themselves, their governing officers and employees, the parties waive all claims against each other for consequential losses or damages, and punitive damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, excess construction costs, alternative construction means or methods, or losses of funding.
- I. **Proprietary Information.** The Mayor and Council agree, to the extent permitted by law, to hold material and information belonging to Contractor, which the Contractor has clearly identified as proprietary, trade secret, or confidential, in strictest confidence. Contractor agrees to hold all material and information belonging to the Mayor and Council or the City's agents in strictest confidence and not to make use of this information other than for the performance of the contract obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data provided by one Party to the other. Information responsive to Public Information Act requests, or other lawful requests, may be required to be released.
- J. **Ethics Requirements.** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances, the Contractor represents that it is not in violation of such disclosure or ethics requirements to the extent applicable to this Agreement and the payment by the City for the software provided by Contractor.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Mayor and Council and the Contractor sign this Addendum.

CONTRACTOR

DATA TRANSFER SOLUTIONS LLC, an
Florida limited liability company

By: _____
Donna M. Huey, President

MAYOR AND COUNCIL

Approved as to form:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**, a body corporate and municipal
corporation of the State of Maryland

Robert E. Dawson, City Attorney

By: _____
Jeff Mihelich, City Manager

ATTACHMENT A

ATTACHMENT B Insurance Requirements

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance. The Contractor's insurance shall be primary. The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$2,000,000 General Aggregate \$3,000,000	City to be included as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$2,000,000	City to be included as additional insured and provided 30-day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5.		
6. Professional Liability	Each Claim /Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in the General Liability, Workers' Compensation, or Automobile Liability insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, and employees must be included as an additional insured on the Contractor's Commercial Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be included as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850