

*Confidential-Proposal*



Proposal provided to

City of Beaumont  
For

**Dossier**  
Fleet Maintenance Management Software

Dossier Systems, Inc.  
6 Terri Lane, Suite 700, Burlington, NJ 08016

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*Confidential-Proposal*

City of Beaumont  
550 East 6<sup>th</sup> Street  
Beaumont CA 92223

Edgar Trenado

I am pleased to submit our proposal to provide your organization with the Dossier fleet maintenance management software.

I'm very confident Dossier will provide significant value to your organization. We will do everything we can to earn your business both from a functionality perspective and a commercial perspective.

Dossier Systems has been in business for over 39 years with a singular focus on maintenance management excellence. Although we are not a young company, we continue to enjoy substantial business growth year after year. We have had double-digit growth for the last 8 years. The reason for this growth is due to the caliber of our people and the culture we have established that places the highest emphasis on outstanding customer service and professionalism.

For any software program to be useful it must be both supportable and usable. Dossier has been designed with a focus on ease of use. The graphical user interface is intuitive, and the screens have a consistent look and feel throughout that promotes familiarity while also being flexible and powerful. This approach provides manpower reduction benefits daily during normal operation, but also greatly simplifies the process of implementing and deploying the fleet maintenance management system. All types of users will find the system easy to work with, including mechanics, operators, managers, IT personnel, data entry clerks, etc. Dossier provides users a single, coherent set of controls throughout all views, modules and data entry points. This eliminates the confusion and wasted time that is apparent in so many under-utilized software programs in the market today.

Customers who elect to invest in consulting and training always seem to move forward much more quickly and take less time getting a return on their Dossier investment. We also find that customers are most successful with Dossier when they get the appropriate consulting and training. We are sure Dossier training would allow your organization to work with Dossier more efficiently and effectively. For your specific needs we recommend that one of our highly experienced Fleet Maintenance Consultants be sent to work with you during the initial setup and deployment of your new Dossier software. The consultant's input on designing/planning, system setup/configuration, and other on-going operational best practices would be very valuable to your organization. Our Fleet Maintenance Consultant come to your location and would consult with you on the pre-implementation design and planning, software setup, and configuration. The consultant would then work to ensure your people are well trained so that your organization will be able to take full advantage of the Dossier software.

On the following pages, you will find information we developed based on our prior communications and expect that it meet with your requirements. If you or any of your associates find anything that does not meet your expectations, please let me know so we can discuss and address it promptly and thoroughly.

All of us at Dossier Systems look forward to working with you and your entire organization as we work together to implement your new Dossier fleet maintenance management software.

Respectfully and with my best regards,  
Christine Kane  
West Region Account Manager  
Dossier Systems

## Section 1:

## Project Needs

It is our understanding that you would like to engage with a partner that can deliver a company wide, fleet maintenance management and inventory solution that will track and control costs, centralize reporting, and provide an environment that can facilitate improvements in fleet reliability and utilization while reducing costs of operation and ownership.

**DOSSIER** users often report considerable gains in process efficiency. With **DOSSIER** you should realize efficiency improvements and expect maintenance costs to drop. Efficiency benefits will come from various areas, such as work done by technicians, who don't need to hunt for parts because **DOSSIER** provides location information.

**DOSSIER** provides you with an easy way to track equipment and inventory assets, detailed information about when and how work orders are performed, and all of the costs associated with operating your assets. You can easily run reports that will provide you with the right valuable information. Right decisions are often easier to identify and easier to support because **DOSSIER** presents the information you need to make the right decision based on facts not perceptions.

You recognize the significant savings of preventing expensive repairs before they occur and improving the efficiency of routine maintenance tasks. And because you don't stop paying employees when equipment isn't functioning, preventing downtime also delivers lower operating costs.

**REDUCED COSTS** - There are enormous potential cost savings achievable using **DOSSIER** to turn a reactive operation into a planned and proactive operation. Your **DOSSIER** system can help you prevent expensive repairs before they occur, improve the efficiency of routine maintenance tasks and prevent costly down-time. In addition, preventative maintenance can extend the life of equipment to save on capital expense, and greater control over engineering workloads, scheduling, and inventory management can also reduce the overall operating costs of the maintenance function.

**REDUCE MANAGEMENT OVERHEAD** - your **DOSSIER** system aids planning, scheduling and communication, it also encourages collective responsibility reducing the strain on management.

### Areas that are "great fits" for your operations:

Auto-generated emailing and texting of pms due, overdue, in/out of service assets, and repair order requests  
MobileLite for inspections failures, accidents and meter updates  
Unit Specifications that are user defined and unlimited, support ad hoc reporting  
Auto-generated and emailing of listings and reports  
Fueling/Meter Integration  
Cost Summary Report, Unit Selected Data and Replacement Reporting

## Project Goals and Structure

With these objectives in mind, the following are fundamental goals for the proposed system:

- Implement a system that is intuitive, easy to learn, use and understand, to achieve maximum utilization with your staff.
- Standardize and facilitate tracking and reporting for all fleet assets, inventory and maintenance
- Provide a centralized fleet management information repository
- Real-time cost reporting and statistics
- Implementation of industry best practices
- Reduction of fleet maintenance expenses and increased staff productivity
- Training services for end-users, management or others that will use or receive information from the system
- Standardize and facilitate tracking and reporting for all fleet assets and maintenance
- Provide real-time cost reporting and statistics
- Establish a process - from content capture to product delivery and service - that requires minimal time and effort from current staff
- Availability of additional professional personnel and services, including:
  - Services to import data or convert data from another source or program to populate the initial database with existing fleet unit or parts data to expedite initial start-up and reduce initial data entry efforts. **We will need to review these files to provide an outline of costing. Standard cost \$ 200.00/hour.**
  - Experienced fleet maintenance management consulting resources
  - Technical support for questions, issues, or suggestions for future program needs
  - Development of additional future fleet specific functionality or to provide interfaces or integration of the fleet maintenance management system with other applications such as Accounting, ERP, GPS/Telematics, Dispatch, Fuel, etc.

## Section 2:

## Dossier Solution

A diverse array of products and service offerings allow Dossier Systems to custom-tailor a solution for almost any fleet customer in any industry. For this proposal, we have identified a specific deployment strategy based on our prior discussions.

### Method of Deployment

Dossier Systems will provide a costing outline for our Dossier-On-Demand offering.

What we offer with our On-Premise install:

- Service agreement providing first level technical support and program updates for the first year.
- Professional services for training, planning, consulting, implementation, data conversion, 3<sup>rd</sup> party system data sharing, and best practices.

What we offer with our Dossier-On-Demand product:

- Service agreement providing first level technical support and program updates for the duration of your contract.
- Professional services for training, planning, consulting, implementation, data conversion, 3<sup>rd</sup> party system data sharing, and best practices.

## Section 3:

## Professional Services

Utilizing our extensive experience and expertise, Dossier Systems proposes the following consulting, planning, implementation, and training services. All material necessary to train your staff will be provided.

The services described below our standard Dossier Systems deployment of your Dossier system. Dossier Systems will consult with and assist as directed to help you achieve success with your Dossier system.

### Project Management

A full implementation team is available to your company to help ensure the success of the Dossier solution at your facility. We will assign a Project Coordinator to assist your team leader in getting your new system up and running.

The Project Coordinator will:

- Send an Order Acknowledgment letter confirming your order and describing the initial steps
- Serve as your main point of contact during the initial stages up to completion of training and successful start-up
- Coordinate internally to ensure all of our resources are kept aware of your project, including all deliverables including software, documentation, and services, such as:
  - Initial shipment of your software media, license keys and program documentation
  - Coordination of training and consulting services included in the project.
  - Assist with additional options or services that may be procured
  - Provide communication back to your Account Manager.
  - Provide guidance to you and feedback to our trainer to make the best use of our time on-site.
  - Answer your questions; direct you to other resources as necessary to provide additional assistance as needed.

## Professional Services

### Fleet Management Consulting, Training, and Implementation assistance services:

For this project, we recommend and propose to provide private Online Training. This will ensure complete focus on your needs and objectives, and allow our training consultant to go beyond the normal classroom agenda, adding and removing subjects based on your specific personnel needs and project objectives. We feel that our course methodology enables the user to learn the system in a progressive structure that allows for maximum performance and information retention. A lot of hands-on time is included, ensuring maximum familiarity and comfort with day-to-day use and operation of the system.

Our consultant will work with your implementation team reviewing your existing practices, records, data, etc. and help you to make important decisions on how to populate the Dossier database, how to set-up the system security for each user, and how to achieve a workflow plan that fits with your existing practices but also taking advantages that the new system will provide. Your existing maintenance vocabulary (names, words, and terms) can generally be maintained and used in the system, thus minimizing disruption and maximizing familiarity and buy in from the users. IT aspects will be covered as well, to ensure a full understanding of hardware, software, and networking requirements. Within your organization, it will be important for management involvement and commitment to identify areas of responsibility and timelines related to gathering data, entering that data and, the optimum time to complete basic training. This defined approach to implementation and training, along with frequent and open communications, will assure your organization that the Dossier solution will be implemented in an effective manner - maximizing your return-on-investment with the least amount of disruption to your organization. We will work with you to coordinate the schedule to best meet your needs based on the availability of our Fleet Management Consultants at the time your order is placed.

#### Dossier Systems professional services goals include:

- Advanced system planning and design consulting with your managers for best practices, system standardization and planning via the onsite visit as described above
- Planning for training, configuration and operational policies and procedures
- Develop and implement best practices, implementation, multi-level use of fleet information and resource services
- Implementation assistance and recommendation for hardware and software installation
- Assistance to develop and support an internal fleet manager group to facilitate company standards
  - We feel that our training methodology enables the user to learn the software in a progressive structure that allows for maximum performance and information retention.

## Section 4:

## Support Services

Providing first level support to your employees will enable Dossier Systems to assist your previously trained staff in achieving the full solution you desire. Our support services professionals have many years of experience in helping our users with questions, concerns, suggestions, etc. to get the most from the system and help save you time. These services may also be the most crucial element in guiding your work force through a comfortable transition from the initial training to daily operation of the system. Dossier Systems will provide direct end-user support services as directed by your company, on an as needed basis.

### Software Maintenance and Support Services (SM&SS)

Dossier Systems provides extensive customer services as part of our solution and we enjoy an excellent reputation in the industry for our customer support services team. We ensure that the Dossier solution we implement really works.

During the term of the agreement, this service provides:

- All Service Packs and Program Updates published during the coverage period for the Dossier program and options purchased
- \* Unlimited Use Access via toll free line (U.S. and Canada) to Technical Support, Support Supervisors & Information Technology Staff. Also via fax and e-mail.
- Support hours are Monday – Friday 8:00 AM to 6:00 PM (Eastern Standard Time), excluding holidays
- Maximum 2-hour response time, most calls answered immediately or in less than 10 minutes.
- Via advanced web based technology to provide instruction or assistance directly on client's pc with proper security and permission (web meeting support)
- In extreme cases, on-site visits can be arranged.
- User manuals for all licenses purchased and access to on line user manuals
- Automatic annual membership into the **Dossier User Group**
  - Opportunity to attend the Dossier User Group Annual Meeting
  - Have direct input on our product development plans for future Dossier versions
  - Ability to interact with other Dossier software users at the annual meeting and during the course of the year

\* Support services do not include over the phone training on program basics. A variety of training options are available including seminar training, on-site, and web training on an hourly basis.



## Section 5:

## Implementation

### Additional project information and requirements

**Effective Implementation:** Dossier Systems delivers projects on time and on budget. We use a disciplined approach to requirements-capture, implementation, setup, and training. Throughout the setup, deployment and initial training phases of your system's implementation, we take a number of steps to help us successfully deploy your Dossier software in a very short period of time.

When your project is created, an experienced Dossier project manager is assigned to work with the assigned Fleet Maintenance Consultant to manage your project. Our planning process is used to make sure that we are prepared for your implementation ahead of time. We manage implementation projects with sound methodology that creates open communication between Dossier Systems and the client and ensures full visibility into the progress of the project. Over the course of any project, sometimes the work scope changes. Change is a normal and expected part of the implementation process. Our flexible processes and procedures allow for changes to be easily absorbed into the project so that your final solution is what you need it to be.

User training is an integral part of a successful implementation. Training is designed and delivered by an expert who understands what you need to know in order to make a smooth transition from your current methods to Dossier. Our Fleet Maintenance Consultants' expertise and experience is invaluable as you learn to implement a new system into your business processes.

One of our highly experienced Fleet Maintenance Consultants (FMCs) would be sent to work with you during the initial setup and deployment of your new Dossier system. Each of our FMCs has over 20 years experience as fleet managers, they know our software inside and out, and they spend the majority of their time travelling to customer sites to help them implement their system to achieve success with Dossier. Your investment in Dossier consulting and training will help to ensure your Dossier software is setup correctly and your people are well trained so that your organization will be able to take full advantage of the Dossier software.

1. We anticipate that you will provide a lead person to act as the Dossier Project Manager. This designated person will have the appropriate knowledge, access, and authority to work with the Dossier Systems implementation team during the project. It is expected that this person or some other designated person would be the System Administrator of the Dossier system once the system is operational.
2. **Hardware/Software/Facilities** – you will provide the required computer hardware/software to support proposed Dossier implementation and subsequent training. The Dossier implementation team will assist you in loading Dossier software as needed.

## Section 6:

## Investment Summary

### Pricing

The initial investment consists of the Dossier licenses, professional services, and includes a service agreement that provides program updates and technical support services.

The Professional Edition is for the fleet that wants a feature rich system to control their equipment and all the elements of fleet maintenance operations. Includes: fleet asset inventory with detailed specifications, automated PM scheduling, repair orders, maintenance histories, license and permit renewals, automated parts and labor costing, a self maintaining parts inventory system with automated reordering, purchase orders, vendor tracking, mechanic productivity and driver records with license renewals, automated benchmarking, downtime tracking and the best reporting system in the industry.

#### Dossier-On-Demand SaaS option

Item	Qty	Description - Dossier Software - Professional Edition	Price
1	1	150 Asset Capacity System - includes 1 Full Named User License, 4 Technician Licenses, 4 Reporting Licenses, Fueling Integration, Barcode Management Module, and (5) 2-hour blocks of Online Training and Professional Services deployment (must be scheduled in advance) (this is a one time set up fee)	\$5,998
2	1	Ongoing quarterly Invoicing (3 yr term)	\$1,710
3	19	Zonar integration of meter, DTCs and Inspection Failures on 19 units. \$1.00/unit/month invoiced annually.	\$228
<b>Total</b>			<b>\$7,936</b>

We have provided a 20% discount on set up and quarterly invoicing for a 3 yr term, as well as Professional Services private online training.

#### Commercial Conditions:

- 1) Please reference City of Beaumont\_2.25.19\_CK.docx on all communications regarding this order form.
- 2) All prices are quoted in US dollars. 3) Proposal valid for 30 days 4) Plus shipping and appropriate taxes
- 5) Travel and living expenses to be added and invoiced separately (such as: airfare, hotel, local transportation, meals, ...)
- 6) Subject exclusively to the Arsenal Associates Terms and Conditions of Sale and Software License Agreement which are made a part of this proposal
- 7) Invoice will be issued for the total amount upon order placement and full payment is due within thirty (30) days of invoice date.
- 8) There will be an additional \$20.00 fee for direct deposit payments and an additional 4% fee applied for any credit card payments over \$5,000.00.

Signature: \_\_\_\_\_

Print Name: AFTAB HUSSAIN

Purchase Order Number: 18/190199

Date: 4-1-2019

I wish to pay by Credit Card  (please check if applicable)

If you wish to pay by Credit Card, please provide name, phone number, and email address of the person to be contacted for credit card information.

Name \_\_\_\_\_

Email Address \_\_\_\_\_

Phone \_\_\_\_\_

When you are ready to place your order, please complete the information above and fax to 609-747-8801.





6 Terrl Lane • Suite 700  
Burlington • NJ 08016  
O. 609.747.8800 • F. 609.747.8801

www.dossiersystemsinc.com  
sales@dossiersystemsinc.com

## DOSSIER ON-DEMAND SUBSCRIPTION SERVICE AGREEMENT

This Agreement is between City of Beaumont ("CUSTOMER") with corporate offices located at the address set forth at the end of this agreement, and Dossier Systems, Inc. ("COMPANY") with corporate offices located at the address set forth at the end of this agreement, covering CUSTOMER's subscription for and use of certain software service provided by COMPANY as set forth on Schedule "A" attached and made a part hereof (the "Applicable Dossier On-Demand Subscription Service"), hereinafter referred to as "DOD Service." The DOD Service is a Software-as-a-Service (SaaS) offering of COMPANY's software products collectively known as "Dossier." This agreement also covers all sales of equipment, goods and materials ("Hardware") and Consulting, Training and other Professional Services and Subscriber User Support Services ("Services"). The terms and conditions contained on any purchase order or request for quotation received by COMPANY from CUSTOMER are expressly superseded hereby and shall not be construed as part of the agreement between CUSTOMER and COMPANY. Unless otherwise specifically agreed in writing between the parties, this document constitutes the entire agreement between CUSTOMER and COMPANY with respect to the subject matter hereof. The parties, intending to be legally bound, hereby agree as follows:

- Limited Use License.** Subject to the terms and conditions of this Agreement, COMPANY grants CUSTOMER a non-exclusive, non-transferable limited license to use, solely for CUSTOMER's own internal business purposes, those features as specified in Schedule "A" of the DOD Service, on a single Dossier database, for the term of the active subscription. The DOD Service is licensed on a named user basis (one person, one login account). The DOD Service is specifically not licensed on a concurrent user basis, and CUSTOMER will be in violation of this agreement if a login account is used by more than one individual.
- Subscription Registration.** CUSTOMER will provide subscription set up data as requested in a standard form to be provided by COMPANY for each named user covered by this Agreement that shall include, but not be limited to, user name, title, mailing address, phone #, fax #, e-mail address (the "Set Up Data"). CUSTOMER will be responsible at all times to maintain and update the accuracy and completeness of the Set Up Data and to notify COMPANY of any changes.
- Subscriber User ID and Password.** Upon receipt of all Set Up Data and applicable fees, COMPANY will set up CUSTOMER's account. COMPANY will assign and send each CUSTOMER named user a unique login User



ID and password. CUSTOMER will maintain the confidentiality of all User ID(s) and password(s) and will ensure that each User ID/password is used by only one designated individual in CUSTOMER's organization; sharing of User ID/Password for use by multiple individuals is expressly prohibited under this agreement. CUSTOMER is responsible for the use of CUSTOMER's account and all activity under CUSTOMER's account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account. CUSTOMER agrees to indemnify, defend, and hold harmless COMPANY for any liability or expense arising from misuse of CUSTOMER's User ID and password. CUSTOMER agrees to notify COMPANY of any unauthorized use of CUSTOMER's User ID and password account within 24 hours of becoming aware of the occurrence.

4. **Fees.** CUSTOMER will pay COMPANY the fees for the DOD Service as set forth on Schedule "A" attached hereto.

5. **Delivery.** Certain optional features available in conjunction with DOD may involve the purchase of Hardware from COMPANY. Delivery of any Hardware purchased hereunder to the carrier at the point of origin shall constitute delivery of the Hardware to CUSTOMER and thereafter the shipment of Hardware shall be at CUSTOMER's risk. Delivery and shipment dates as shown on quotations, acknowledgments or invoices are estimates only. COMPANY shall not be liable for delays in delivery of the Hardware, Services or Software. COMPANY shall have the right to make partial shipments.

6. **Data Ownership and Use.**

(a) **Data Ownership:** The data entered and accumulated by CUSTOMER during its use of the DOD Service is CUSTOMER's proprietary property. COMPANY will not release any information specific to CUSTOMER without its written permission.

(b) **Use of Data:** COMPANY intends to develop in the future a proprietary application that aggregates "cleansed" fleet databases into a composite database that may be used for benchmarking, establishing industry best practices, and other commercial uses. CUSTOMER databases hosted in the DOD environment will be automatically included in this benchmarking database. Cleansed data is defined as data that has had all customer identifying names, marks, numbers, licenses, registrations, serial numbers, references, inferences, indicators, designators and symbols of any kind removed to such an extent so as to make it



impossible to identify, detect or separate the owners of individual data aggregated in the new database. If you do not wish to have your cleansed data included in the industry benchmark database, please mark an "x" in the opt out checkbox at the end of this agreement.

(e) **Access to Service:** CUSTOMER is responsible to obtain access to the Internet at its own expense. **NOTE:** Performance of the DOD Service is directly dependant on the speed and throughput of the CUSTOMER's internet connectivity. **SLOW INTERNET ACCESS SPEED NEGATIVELY AFFECTS THE SPEED OF THE DOD SERVICE.**

7. **Restrictions.** CUSTOMER will not use the DOD Service, the Interface and Software, except through the subscription service provided hereunder. CUSTOMER will not do any of the following: (i) copy (except as permitted herein), translate or modify the DOD Service, Software or content including without limitation the user interface (look and feel) or any software coding; (ii) merge the Interface, Software or any content provided under this Agreement with another program or modify such Interface, Software or such content; (iii) reverse-engineer, disassemble, de-compile, or make any attempt to discover the source code of the Interface or Software; (iv) sublicense, license, sell, rent, lease, distribute, resell for profit or otherwise give to any third party any portion of the DOD Service, Interface, Software or any content provided under this Agreement; or (v) perform any data entry, import or database updating in any other manner other than through the use of the DOD Service's user interface. COMPANY and its licensors shall retain all copyrights, title and interest, including all intellectual property rights, in and to the DOD Service, Interface, Software, any content provided under this Agreement and related names, logos and websites. CUSTOMER acknowledges that the limited license granted hereunder does not provide CUSTOMER with title or ownership of the DOD Service, Interface, Software and any content provided under this Agreement, but only a right of limited use. For purposes hereof, the "Interface" means the search interface which is part of DOD Service, and the "Software" means the source and operating code which comprises the DOD Service.
8. **Proprietary Rights.** The DOD Service contains copyrighted material, trademarks, and other proprietary information of COMPANY and its licensors. In addition, CUSTOMER and other subscribers to COMPANY's DOD Service may post copyrighted information. Except for information which is in the public domain or for which CUSTOMER has been given written permission, CUSTOMER will not copy, modify, publish, transmit,



distribute, perform, display, or sell any such copyrighted or proprietary information.

9. **Modifications to Applicable DOD Fleet Service.** CUSTOMER will not modify or attempt to modify for any reason the DOD Service, Interface or Software except as provided by the standard self customization features (configurable settings) of the DOD service or Interface. Under no circumstances shall CUSTOMER modify any textual references to the COMPANY or DOD Service name, remove entirely or tamper with COMPANY logos or trademarks, delete the marketing phrases, or change the structure of the links to COMPANY (including URL and "come-from" tag). COMPANY reserves the right to install new releases of the Interface or Software from time to time, and in such event the license granted herein shall apply to such new release and CUSTOMER will no longer have access to the previous release. COMPANY makes no commitment, express or implied, as to the frequency or timing of new releases but will notify CUSTOMER in advance before installing any new releases.

**File Storage.** The DOD Service provides storage space for files (often referred to as Documents within Dossier) which can be associated with records in the Dossier database. These files are stored in the DOD environment and receive the same backup and disaster recovery services as the CUSTOMER's Dossier database. The following file types may be stored: JPG, PDF, DOC, and XLS. The Total Storage Quota, and definition of which Dossier records to which they may be associated, is dependent on the number of Units included in CUSTOMER's subscription as defined below, and as quantified in "Schedule A". The storage quota is cumulative, and can be deployed as desired by CUSTOMER, so long as the total quota is not exceeded. Documents may be associated with Units and Repair Orders. Documents may also be associated with Parts and/or Personnel if these Dossier options are included in CUSTOMER's subscription as quantified in "Schedule A". Total Storage Quota is 5MB x the number of licensed units defined in Schedule A, unless additional storage is specified in Schedule A. For example, a 50 unit agreement would include 250 MB of storage, unless specifically delineated in Schedule A. CUSTOMER's Document Storage Quota can be expanded in 1 GB increments at additional cost. Additional storage is only available if included in Schedule A.

10. **Data Security and Backup Services.** COMPANY will employ commercially reasonable technical and security measures intended to avoid unauthorized access to CUSTOMER's entered data (customer's database) within the DOD Service. CUSTOMER's data will be backed up (copied) daily to two backup locations:

- A "local" copy will be placed in the DOD secure storage backup array. Each backup will be maintained for



seven (7) days so that the seven (7) most recent backups will be retained in online storage (the oldest backup will be deleted each day).

- In addition to the local storage, the daily backup will be copied to a secure off-site location every night. The offsite backups are also maintained for seven (7) days so that the seven (7) most recent backups will be retained in storage (the oldest backup will be deleted each day). This backup process provides for seven (7) days of both SaaS local and offsite copies of daily backup data.
- Optional – CUSTOMER accessible backups. As an additional cost option, CUSTOMER’s DOD database can be made available for download by CUSTOMER. If this option is purchased, CUSTOMER’s daily backup (in the form of a SQL Server .bak file) will be placed in a secure folder that can be retrieved by CUSTOMER personnel or their agent via FTP. The folder will always contain only the most current backup. CUSTOMER can manually or automatically retrieve the backup at whatever frequency they desire, and maintain it/them in their own storage for as long as they require. Third-party automated file transfer software is available to manage such transfers, however, COMPANY does not include manual or automatic FTP software or training as part of this service, nor do we recommend, re-sell, or warrant any specific third-party software. This option is only included if specifically included in Schedule A.

11. **Disaster Recovery Service.** COMPANY will perform disaster recovery services if the DOD Service fails or if CUSTOMER’s data becomes damaged or corrupted for any reason other than CUSTOMER’s willful misconduct or gross negligence. This disaster recovery service includes restoring the most current version of the Software and the most current backup of CUSTOMER’s database, and if necessary, restarting computer hardware and rebooting operating systems, or in the most severe circumstances, switching the DOD Service to other computers and/or servers as may be required to get the DOD Service operational.

12. **Subscriber User Support Services.** Normal User Support Services (CUSTOMER Support, End user help desk services) are available from 8:00 a.m. to 6:00 p.m. Eastern Standard or Daylight Time as applicable, Monday through Friday, on normal business days of COMPANY, on a first come, first served basis by telephone and/or e-mail. Normal User Support Services do not include training services which are optionally available and provided at prevailing fees. COMPANY will also provide Emergency Support Service for the DOD Service on a 24/7/365 basis. Emergency Support Service is limited to situations where the DOD Service is down (not



available or not accessible via internet connection) in which case services will be provided to repair, replace, or restore the DOD service. Normal User Support Services are not available via the Emergency Support Service.

**13. Service Availability Guarantee.** The DOD Service will be available for CUSTOMER use 24 hours a day, 365 days per year with a guarantee of not less than 98.5% uptime on a monthly basis excluding scheduled maintenance outages. In the event that COMPANY fails to achieve this uptime guarantee, COMPANY may be penalized for each hour less than guaranteed as a percentage of the CUSTOMER's monthly service fee based on the number of hours in that month (720 hours in a 30 day month, etc.). Any penalty incurred by COMPANY will be applied as a credit toward future CUSTOMER DOD Service fees. Downtime due to Internet failure, failure of your local internet connection or your Internet Service Provider (ISP) connection service, failure of your computer hardware or software, scheduled maintenance, or Force Majeure, are excluded from the service availability guarantee. The Applicable DOD Service may be unavailable from time to time due to routine maintenance or upgrades, patches or in response to hardware, software, power, or communication failures, or other technical issues. COMPANY will use commercially reasonable efforts to minimize any service disruption. COMPANY will give advance notice for planned outages which are expected on a regular basis for maintenance, upgrades, etc. Downtime associated with planned outages is excluded from the service availability guarantee.

**14. Term, Termination.** The term of this Agreement shall be as set forth in Schedule "A" (the "Term"). Either party may terminate the Agreement at any time for any reason by giving the other party thirty (30) days advance written notice, subject to the following terms:

**(a) CUSTOMER Termination:** CUSTOMER may cancel this entire Subscription Agreement and/or reduce the number of Named Users and/or optional features or modules by giving COMPANY thirty (30) days advance written notice by certified mail to COMPANY at its current corporate address identifying the exact number of Named Users and/or optional features or modules to be cancelled and by paying a cancellation fee of 50% of the Subscription Fees for the remaining portion of the Term of this agreement (the "Cancellation Fee"). Only in the event of receipt of a Cancellation Notice for the entire Subscription Agreement and upon receipt of the applicable Cancellation Fee that may be due COMPANY, CUSTOMER's DOD fleet database as of the last backup will be made available for CUSTOMER download from COMPANY's secure FTP site, in its original file format. To the extent that CUSTOMER cancels individual User Licenses and/or optionally





licensed software features or modules, the applicable monthly service fees will be adjusted accordingly. To reinstate and re-activate any licenses that are cancelled, the then prevailing set-up and monthly service fees will apply.

(b) **COMPANY Termination:** If COMPANY terminates the Agreement, upon receipt of any and all fees due COMPANY, CUSTOMER's DOD fleet database as of the last backup will be made available for CUSTOMER download from COMPANY's secure FTP site, in its original file format.

**15. LIMITATION OF LIABILITY.** COMPANY AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE DOD SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO CUSTOMER FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO MONTHLY SERVICE FEES PAID, IF ANY, BY CUSTOMER TO COMPANY FOR THE DOD SERVICE DURING THE TERM. IN ADDITION, COMPANY WILL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF OTHER USERS (INCLUDING UNAUTHORIZED USERS, OR "HACKERS") OF ANY DOD SERVICE. THE TERMS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS SUBSCRIPTION AGREEMENT.

**16. Service Operations.** CUSTOMER is solely responsible for its use of the DOD Service and for the quality of the data contained therein, including all initial and subsequent entry of data, production and use of provided reports, and any and all content in CUSTOMER's DOD Service database.

**17. Indemnification.** CUSTOMER shall defend, indemnify and hold harmless COMPANY, its officers, directors, employees, agents and licensees, from and against any and all claims, liabilities, demands, damages, losses and expenses including cost of litigation and reasonable attorney's fees arising out of or relating to (i) the negligent data entry, operation or use of the DOD Service, and (ii) CUSTOMER's use of the DOD Service, including without limitation, any violation by CUSTOMER of these terms and conditions.

COMPANY agrees to release, defend, indemnify, and hold CUSTOMER, its parent, partners, subsidiaries, division affiliates, insurers, successors and assigns and each of their past, present or future respective directors, officers, agents and employees harmless from and against any costs (including reasonable attorneys' fees and



expert witness fees), losses, liabilities, claims, demands, damages, or causes of action alleging (i) that the DOD Services infringe any patent, copyright, or other intellectual property right of a third party, or (ii) that the sale of the DOD Services pursuant to this Agreement constitutes a misappropriation of any intellectual property right in the United States of America. This section will survive any termination of this Agreement.

**18. Force Majeure.** COMPANY will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any unforeseen contingency beyond its reasonable control, including without limitation Internet outages, communications outages, fire, flood, war or act of God.

**19. Limited Warranty**

(a) COMPANY warrants that the Services will be performed in a good and workmanlike manner. If the Services should fail to meet the above warranty, COMPANY will, at its sole option, either correct or replace the Services free of charge if COMPANY is notified of the problem in writing within one (1) year from the date such Services in question were performed and the problem persists without resolve for a period of thirty (30) days. CUSTOMER shall reproduce such problem as a condition precedent to such corrective action. CUSTOMER agrees that its sole and exclusive remedy will be limited to such corrective action.

(b) Any Hardware sold hereunder is not manufactured by COMPANY and is sold under the respective brand or trade names of third party manufacturers. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AS TO SUCH HARDWARE, AND ALL SUCH HARDWARE IS SOLD AS IS. If requested by CUSTOMER, COMPANY will use its commercially reasonable efforts to assist CUSTOMER in submitting a warranty claim to the applicable manufacturer.

(c) COMPANY warrants, except as provided below, that the DOD Service will perform substantially in accordance with COMPANY's published specifications. If the DOD Service does not meet the above warranty, COMPANY's sole obligation hereunder shall be to provide to CUSTOMER the Subscriber User Support Services described in section 12. COMPANY does not warrant that the functions contained in the DOD Service will operate in combination with other software which may be used by the CUSTOMER, or that the Software is free from errors in the nature of what is commonly categorized by the software industry as "bugs."



OTHER THAN THE LIMITED WARRANTIES SET FORTH ABOVE, COMPANY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SERVICES AND HARDWARE INCLUDING WITHOUT LIMITATION FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR AS TO ANY OTHER MATTER, AND SUCH WARRANTIES SUPERSEDE ANY ORAL OR WRITTEN WARRANTIES MADE OR IMPLIED BY COMPANY OR IN ANY OF COMPANY'S BROCHURES, CATALOGS, LITERATURE OR OTHER MATERIALS.

20. **Non-Solicitation.** During the Term of this agreement and for twelve (12) months thereafter, CUSTOMER shall not directly or indirectly solicit or induce any employee or independent contractor of COMPANY to terminate or refrain from renewing or extending his or her employment or services with COMPANY, or employ, solicit or induce any such employee or independent contractor to become employed by or enter into an independent contractor relationship with CUSTOMER.
21. **General Terms.** This Agreement constitutes the entire agreement between CUSTOMER and COMPANY with respect to the subject matter hereof and supersedes all prior agreements between CUSTOMER and COMPANY. COMPANY and CUSTOMER agree that no failure to exercise and delay in exercising any right, power, or privilege hereunder on the part of either party shall operate as a waiver of any right, power or privilege. COMPANY and CUSTOMER further agree that no single or partial exercise of any right, power, or privilege hereunder shall preclude its further exercise. In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. All notices under this Agreement shall be in writing to the addresses provided herein. This Agreement will be governed by the laws of the state of California (excluding its choice of law rules). The parties agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. CUSTOMER hereby consents to jurisdiction and venue in the state courts of California for any action arising out of this Agreement. Nothing in this Agreement will be construed as creating a joint venture, partnership, employment or agency relationship between CUSTOMER and COMPANY. CUSTOMER may not assign this Agreement by operation of law or otherwise, without COMPANY's written consent, which shall not be unreasonably withheld. This Agreement will be binding on, inure to the benefit of and be enforceable against CUSTOMER and



COMPANY and their respective permitted successors and assignors. The terms of this Section will survive any termination of this Agreement.

**Please Note: The Remainder of this Page is Intentionally Left Blank**



## **SCHEDULE "A" - DOSSIER ON-DEMAND SUBSCRIPTION SERVICE AGREEMENT**

This Schedule "A" is added to and made part of the DOD Subscription Service Agreement between Dossier Systems, Inc. ("COMPANY") and City of Beaumont ("CUSTOMER").

1. **Subscription:** This subscription covers the following DOD Service(s) functions, features, and options:

Dossier Professional Edition System with 150 maximum units

Full Named User License: One (1)

Technician Named User Licenses: Four (4)

Reporting Only Named User Licenses: Four (4)

Inventory Module

Personnel Module

Vendor Management Module

Fuel & Meter Import Module

Barcode Module

Advanced Reporting Option

2. **Subscription Term:** Thirty-six (36) months beginning March 6, 2019 and continuing until expiration on March 5, 2022.

3. **Subscription Fees:** The DOD Service described above will be provided at a one-time setup fee of \$ 4,398.00 and at a quarterly subscription fee of \$ 1,710.00. If applicable, a sales order form listing your purchase and initial payment requirement, including any Professional Services you purchased, will be provided along with this contract for your convenience.

4. **Additional Fees:** NOT APPLICABLE

5. **Subscription Fee Payment Terms & Conditions:** Subscription fees are payable quarterly in advance of use of the DOD Service via check or wire transfer, however, regardless of payment method, all payments must be received before the DOD Service is provided and made accessible. All invoices will be due and payable within



forty-five (45) days after the invoice date. All payments are to be made in US Dollars. Payments are considered delinquent if not paid within forty-five (45) days after the applicable invoice date stated on the invoice (“Due Date”). A late payment charge of one and one half percent (1.5%) per month will be applied to the CUSTOMER’s account if invoices are not paid by the Due Date. If COMPANY is required to take action to collect any delinquent payments hereunder, CUSTOMER will reimburse COMPANY for reasonable attorney and/or collection fees incurred in collecting the account. In addition to any collection remedies COMPANY may use, COMPANY reserves the right to disconnect or otherwise discontinue the DOD service; provided, prior to COMPANY exercising its right of Disconnection of Non-Payment, COMPANY shall have provided CUSTOMER written notice and opportunity to cure non-payment within thirty (30) days of receipt of said written notice. If CUSTOMER fails to cure its payment default and COMPANY exercises its right of Disconnection for Non-Payment, a reactivation of a service suspended for non-payment will occur upon receipt of payment in full of the amount then due, including late fees, plus a reactivation fee of \$100 per subscriber user. CUSTOMER shall pay all applicable sales, use and excise taxes.

6. **Internet Service Connection & Minimum Computer Hardware:** CUSTOMER is responsible for providing its own computers that operate on Microsoft Windows operating systems (Windows 7, Windows 8.1, Windows 10, Windows Server 2008, Windows Server 2008R2, Windows Server 2012, Windows Server 2012R2), the Microsoft RDP client, and Internet connection (ISP). The Tricerat Screwdrivers client to support remote printing is supplied as part of the DOD Service but must be installed on client computers by CUSTOMER.
  
7. **System Coordinator:** CUSTOMER agrees to appoint and maintain a “Dossier On-Demand Fleet Service Coordinator” who is authorized to act on its behalf to make authoritative decisions, to perform its user administration services and actions, and who will be COMPANY’s single contact source for the Company’s subscription. CUSTOMER names the following as its Coordinator: Daniel Caratachea.
  
8. **Training:** COMPANY offers training services for CUSTOMER’s staff in the use of the DOD Service at additional cost. Any such training services will be provided pursuant to a separate agreement between COMPANY and CUSTOMER.





IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below. This Agreement shall be effective upon the last date set forth below.

City of Beaumont  
550 East 6th Street  
Beaumont, CA 92223

Dossier Systems, Inc.  
6 Terri Lane  
Suite 700  
Burlington, NJ 08016

By: [Signature]  
Name: Julio Martinez  
Title: Mayor  
Date: 3/28/19

By: [Signature]  
Name: Phil Zuccarello  
Title: Director, Finance & Administration  
Date: 2/27/2019

**OPT OUT.** By checking this box, customer opts to exclude their cleansed data from the industry benchmark database as described in Data Ownership and Use - Section 6 (b) of the Dossier On-Demand Subscription Service Agreement.