BEST TOOL FOR THE JOB.

Purpose-built software for checklists and inventory management.

PSTRAX PROPOSAL FOR

Deadwood Fire Department

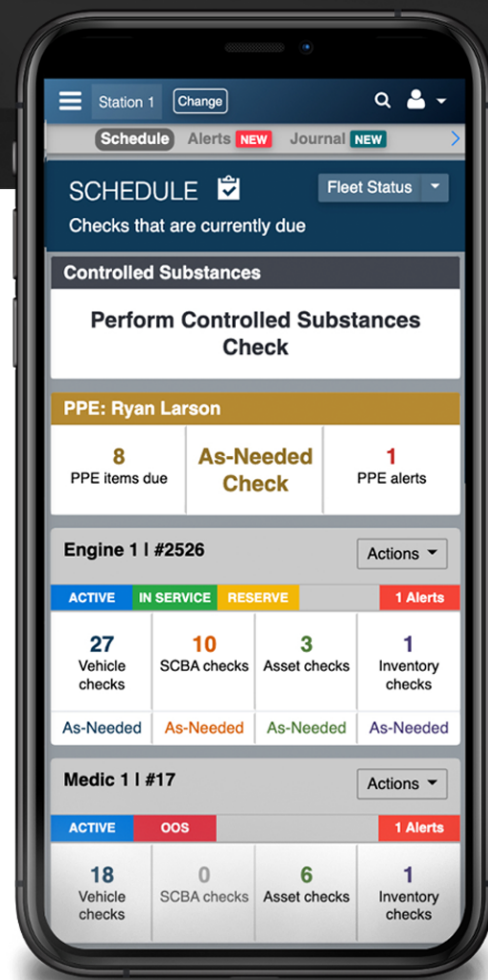Alex Hamann, Fire Chief

737 Main Street

Deadwood, SD 57732

Prepared By:

John Funk

Station Automation, Inc. (DBA PSTrax)

08 / 02 / 2023

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MODULES OVERVIEW

The PSTrax system consists of seven modules. Simply select the modules your agency would like to start with. You may add additional modules at any time.

The Vehicle Module automates vehicle maintenance checks and all tools and equipment carried on each vehicle. Each apparatus can be customized based on its checklists (daily/weekly/monthly/PMs) and inventories, with unlimited check scheduling options - any frequency. Track inventory transfers and complete as-needed checks for fuel logs, PMs, and post-call inventories. Easily manage your entire fleet, see the location of each vehicle, and make status updates for in-service, out-of-service, and reserve units.

The Station Module schedules building maintenance inspections, chore schedules, safety inspections, specialty equipment inspections, and basic EMS and station supply checks. Each station, building, training facility, or headquarters checklist can be customized based on its individual desired inspections or checks, (daily/weekly/monthly/quarterly, etc.), with unlimited check scheduling options - any frequency.

The SCBA Module tracks the full history for each piece of SCBA gear from purchase to retirement. Document any type of event - inspections, hydrostat tests, flow tests, air fills, repairs, contaminant exposures, and more. Convenient, easy to access reports can be pulled in real time, or pushed to you as requested. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all SCBA inventories across your agency.

The PPE Module tracks the full history for each piece of PPE gear from purchase to retirement. Manage gear assignments and

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document any type of event - routine inspections, advanced inspections, cleanings, repairs, contaminant exposures, and more. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all PPE inventories - including multiple sets and unassigned gear.

The Critical Asset Module tracks the full history for each critical, or high dollar asset from purchase to retirement. Track grant-funded equipment, manage assignments and document any type of event - inspections, testing, repairs, and more. Create custom events for anything you would like to track, such as hydrant flow tests, annual hose testing, and radio software updates. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed.

The Supplies Module provides visibility and tracking of all consumable supplies (EMS supplies, station supplies, and repair parts) across every location in your agency. Real time reporting on below par, expirations, and usage trends. Save time and money with streamlined inventory processes that reduce stock issues, manage expiration dates, and restock supplies that need refilled.

The Controlled Substance Module tracks every vial handoff for DEA Schedule II, III and IV controlled substances such as arriving/departing checks, usage events, restocks, and inventory checks. Track and document each vial by its control number, lot number and expiration date. Electronic signature and dual authentication provide even more secure verification.

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EXHIBIT A: PRICING & MODULES

The PSTrax system consists of seven modules. You may add additional modules at any time. Each module has an annual software license fee and a one-time implementation fee that is based on the scope of work.

Pricing is valid for 90 days. Please contact your PSTrax Representative for adjustments to the modules priced below.

Module	Scope	of Work	Price	Total
Annual Software License Fees (includes software, hosting, support, training, ongoing changes)				
Vehicle Includes: Brush 6, Brush 7, Engine 1, Engine 2, Ladder 5, Rescue 3, The Hawk // CAFS 8, Tender 9, Truck 4 2 N/C vehicles include : Cascade Trailer, Light Plant	10	Vehicles	$225	$2,250
Station Includes:	1	Stations / Buildings	$250	$250
SCBA Includes:	1	Stations / Buildings	$350	$350
PPE Includes:	0	Stations / Buildings	$350	$0
Critical Asset Includes:	0	Stations / Buildings	$350	$0
Supplies Includes:	0	Stations / Buildings	$450	$0
Controlled Substance Includes:	0	Managed Containers	$250	$0
Single Sign On Connect PSTrax as a Service Provider to your Identity Provider (ex. Active Directory, AuthO)	0	SSO Users	$10	$0
First Arriving Integration Includes:	0	Stations / Buildings	$50	$0

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Renewal Discount	1		-$1,000	-$1,000
Year 1: Renewal Discount = $1,000				
Year 2: Renewal Discount = $500				
Year 3: Renewal Discount = $250				
Total Year Discount = $1,750				
				$1,850

One-Time Implementation Fees (includes project management, data import, configuration, training, rollout)				
Vehicle	0	Vehicles	$70	$0
Station	0	Stations / Buildings	$75	$0
SCBA	0	Stations / Buildings	$70	$0
PPE	0	Stations / Buildings	$70	$0
Critical Asset	0	Stations / Buildings	$70	$0
Supplies	0	Stations / Buildings	$90	$0
Controlled Substance	0	Managed Containers	$50	$0
				$0

Year 1 Total (USD): $1,850

Estimated Annual Renewal License Fee (USD)* : $2,850

* Annual Fees Total does NOT include any amortized one-time implementation fees or pricing adjustments resulting from the agreement terms such as annual CPI adjustments or scope of work increases.

** Stations/Buildings is the pricing metric to determine agency size.

Other Special Instructions:
Year 1: Renewal Discount = $1,000
Year 2: Renewal Discount = $500
Year 3: Renewal Discount = $250
Total Year Discount = $1,750

EXHIBIT B: FINANCING TERMS

Initial Term

The Initial Term "locks in" the general pricing in Exhibit A: Modules & Pricing. During the time period selected, pricing adjustments will only occur because of Section 8 - Scope of Work Increases & Annual Audit and Section 9 - Annual Increase in the terms below.

Select the Initial Term of the Agreement:

Choose 1 to 5 years: 3 years

Annual Software License Fees

Check a payment preference for the Annual Software License Fees:

☐ Pay the entire Annual Software License Fees now.
☐ Prorate the Annual Software License Fees to sync up with this date: _____
☑ Other instructions (optional):

This is for your October renewal, which PSTrax will invoice September 5, 2023 for $1,850

One-Time Implementation Fees

Check a payment preference for the One-Time Implementation Fees:

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☐ Pay the entire one-time implementation fees now.

☐ Amortize/spread the implementation fees into equal annual parts over the Initial Term selected above (if multi-year Initial Term is selected).

☑ Other instructions (optional):

N/A for renewal

MASTER AGREEMENT (RENEWAL)

This Master Agreement (this "Agreement") is entered into by and between Station Automation, Inc. dba PSTrax, a Delaware corporation ("PSTrax") with a place of business at 5837 S. Gallup St., Suite 140, Littleton, CO 80120, and Deadwood Fire Department ("CLIENT"). PSTrax and CLIENT are sometimes referred to jointly as the "Parties" or singularly as a "Party."

WHEREAS, CLIENT desires to obtain access to the hosted "software as a service" modules with respect to automate its operations; and PSTrax wishes to provide the hosted "software as a service" modules to CLIENT, each on the terms and conditions set forth in this Agreement. Any changes to this Agreement shall be mutually agreed upon by the Parties. PSTrax shall provide the renewal terms to Client 90 days prior to expiration of the initial term.

NOW, THEREFORE, in consideration of the mutual terms and promises set forth herein, the Parties agree as follows:

1.   **INITIAL TERM.** The Initial Term of this Agreement shall be the number of years selected by CLIENT in Exhibit B: Financing Terms. The start date of the Initial Term shall be the date this Agreement is mutually executed by the Parties.

2.   **TERMINATION NOTICE.** CLIENT shall be committed to the entirety of the Initial Term and shall be responsible for the fees of all the licensed modules originally purchased in Exhibit A: Modules & Pricing. <u>At the end of the Initial Term (or any subsequent Renewal Term), either Party may notify the other Party upon 30 days written notice of its intent to terminate this Agreement or to make adjustments to the modules originally purchased in Exhibit A: Modules & Pricing.</u>

3.   **AUTO RENEWAL.** Upon the expiration of the Initial Term (or any subsequent Renewal Term), and provided neither Party has given Termination Notice, this Agreement shall be automatically renewed for one (1) year Renewal Term at the current per-unit pricing plus any applicable annual price increases (see Section 9 – Annual Increase). This will allow CLIENT to continue using its license(s) without any service interruption. The terms, conditions, and provisions set forth in this Agreement shall remain in effect for the Renewal Term(s).

4.   LICENSED MODULES. PSTrax is a hosted "software as a service" that consists of several modules. This Agreement grants CLIENT a license to use one or more of the modules. CLIENT has selected the modules it wants to license in Exhibit A: Modules & Pricing. CLIENT has the right to use the modules for the duration this Agreement remains in effect.

5.   ADDITIONAL MODULES. CLIENT may license additional modules at any time by executing an amendment to this Agreement. If additional modules are licensed in the first year of this Agreement, PSTrax will honor any previous pricing that was provided.

6.   USER LICENSES. PSTrax does not limit the numbers of users in the system. CLIENT may add as many users as needed. Each user in the PSTrax system will have a unique login and password and role-based security access for each module.

7.   SCOPE OF WORK. Pricing for each module is determined by the scope of work. The scope of work is based on either the "number of active" stations, vehicles or managed locations. Active means items being actively managed in the system. Active does not include retired items. CLIENT'S initial scope of work is detailed in Exhibit A: Modules & Pricing.

8.   SCOPE OF WORK INCREASES & ANNUAL AUDIT. CLIENT is able to add stations, vehicles or managed locations into the system at any time throughout the year. Before each anniversary date, PSTrax will perform an audit of CLIENT'S system to compare the "number of active" stations, vehicles or managed locations to the initial scope of work detailed in Exhibit A: Modules & Pricing. Additional charges may apply if the "number of active" stations, vehicles or managed locations exceeds the initial scope of work. PSTrax shall notify CLIENT about any additional charges due to scope of work increases.

9.   ANNUAL INCREASE. Software license fees may be subject to an annual price increase to account for additional system functionality, cost of business, and inflation. Except for Section 3 – Auto Renewal and Section 8 - Scope of Work Increases, the annual increase to the per-unit pricing will not exceed nine (9) percent compared to the previous year's per-unit pricing unless otherwise specified in this Agreement. CLIENT shall receive written notice of any price increase at least 45 days prior to its renewal date.

10.   PAYMENT. PSTrax shall send invoices to the contact provided by CLIENT in the Invoicing section below. Payment terms for all invoices shall be Net-45 days. Annual software license fees and one-time implementation fees shall be invoiced at the time this Agreement is mutually executed by the Parties and according to the preferences selected by CLIENT in Exhibit B: Financing Terms. Each year thereafter, the annual software license fees, and any

amortized/spread one-time implementation fees, shall be invoiced at least 30 days prior to the anniversary date. PSTrax may suspend CLIENT'S license(s) in the event of payment delinquency. In the event this Agreement is terminated, any outstanding unpaid fees shall be due including any amortized/spread one-time implementation fees.

11.   IMPLEMENTATION. PSTrax shall be responsible for managing the implementation of the modules licensed by CLIENT. This includes set up of the modules, organizing documents provided by CLIENT, configuring modules to CLIENT'S requirements, importing CLIENT'S data, admin training, and assisting with go-live. PSTrax will assign a Project Manager from its team to manage the implementation process and to ensure the project is completed in the agreed upon time period. CLIENT shall provide its existing documentation to PSTrax in a timely manner. CLIENT shall have the opportunity to review and approve the modules prior to go-live.

12.   ONGOING CHANGES & SUPPORT. As part of CLIENT'S annual software license fees, PSTrax shall provide unlimited ongoing changes and support to CLIENT including configuration, training, technical support and adjustments for the licensed modules.

13.   TRAVEL. PSTrax shall conduct all implementation, training and support meetings with CLIENT virtually using a video conferencing service. Travel is not anticipated and is not included in the pricing provided. Any travel requested by CLIENT shall be invoiced separately. PSTrax shall have CLIENT approve all travel requests in writing prior to purchasing.

14.   CHANGES TO PLATFORM. PSTrax is a multi-tenant platform. PSTrax may, in its sole discretion, make any changes to the modules that it deems necessary or useful to maintain or enhance the quality or delivery of PSTrax's products or services to its customers, the competitive strength of, or market for, PSTrax's products or services, the modules' cost efficiency or performance, or to comply with applicable law.

15.   DATA OWNERSHIP & RETENTION. CLIENT owns its data stored in PSTrax under all circumstances. CLIENT may export its data at any time using the front-end user interface. Upon request, PSTrax will provide CLIENT a copy of its data in digital format. CLIENT may request a copy of its data while this Agreement remains in effect, and up to 36 months after the termination of this Agreement. PSTrax shall retain CLIENT'S data for at least 36 months after the termination of this Agreement, unless CLIENT requests otherwise.

16.   HOSTING SERVICES. The PSTrax system is hosted by Rackspace Inc. – or a comparable top-tier hosting services provider – and uses commercially reasonable measures to maintain the security, stability and availability of the service. PSTrax and its hosting services provider shall not

be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, failure, outages, delay or interruption of service resulting from the hosting services. PSTrax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

17. FORCE MAJEURE. PSTrax shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, pandemics, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. PSTrax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

18. COMPLIANCE. CLIENT is responsible for ensuring that its checks and inspections being documented in PSTrax comply with local, state and federal regulations, including, without limitation, NFPA guidelines, Department of Transportation (DOT) guidelines, OSHA guidelines, DEA requirements, manufacturer recommendations, and the standard operating procedures (SOP) of the authority having jurisdiction (AHJ).

19. INTELLECTUAL PROPERTY. Except for rights expressly granted under this Agreement, nothing in this Agreement shall function to transfer any of either Party's intellectual property rights to the other Party, and Parties shall retain exclusive interest in and ownership of its intellectual property developed before this Agreement or developed outside the scope of this Agreement.

20. CONFIDENTIAL INFORMATION. The terms, provisions, and conditions of this Agreement and any software, materials, information, files, and documentation provided by one Party to the other Party in connection herewith shall be regarded as confidential and proprietary, and shall be treated and maintained as such. Parties shall not disclose any confidential or proprietary information received from the other Party in connection herewith without the prior written consent of the other Party, except as may be required by law and public records requirements.

21. USE OF NAME. CLIENT agrees that PSTrax may identify it as a customer and use CLIENT'S logo in its promotional materials for the purpose of identifying a business relationship only. CLIENT may request that PSTrax stop doing so by submitting an email to marketing@pstrax.com at any time. Customer acknowledges that it may take PSTrax up to 30 days to process such request.

22.   DISPUTE RESOLUTION. The Parties agree to attempt to resolve any disputes amicably by mutual discussion. If the dispute cannot be resolved by mutual discussion, the Parties shall participate in mediation to attempt to resolve the dispute before conducting litigation.

23.   GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws in Lawrence County, South Dakota.

24. LIMITATION OF LIABILITY. In no event shall PSTrax's liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability exceed in the aggregate the total annual software license fees paid by CLIENT during the three (3) months immediately preceding the date of the event giving rise to the claim.

25.   SEVERABILITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

26.   ENTIRETY OF AGREEMENT. This Agreement sets forth the entire Agreement and understanding of the Parties relating to the subject matter contained herein. Neither party shall be bound by any representation other than as expressly stated in this Agreement, or by a written amendment to this Agreement signed by authorized representatives of the Parties.

27.   ELECTRONIC SIGNATURES. The City and Consultant may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

INVOICING

Please provide the best billing contact information for your agency. This should be the person/department that is responsible for receiving and processing invoices.

Name: _____

Title: _____

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Email: _____

Phone: _____

Address: _____

ACCEPTANCE

<mark>By signing below, CLIENT and PSTrax agree to the pricing, terms and conditions of this Agreement. CLIENT certifies that the signer is an authorized purchaser.</mark>

Deadwood Fire Department   **Station Automation, Inc. (dba PSTrax)**

Signature: **Signature:**

Name: _____   **Name:**   Scott Bergeron

Title: _____   **Title:**   President

Email: _____   **Email:**   scott@pstrax.com

Phone: _____   **Phone:**   888-330-6006

Date: _____   **Date:**   08 / 02 / 2023

If signed electronically, a copy of the executed Agreement will be automatically emailed to the Parties. If printed and signed with pen, please email ALL PAGES of this Agreement to

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sales@pstrax.com.

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