

Date: April 17, 2017

City of Salinas

*This Order Schedule is issued pursuant to attached Agreements and the parties agree to be bound by the terms therein. The terms and conditions herein shall apply to the purchase described below if this Order form is signed on or by **July 17, 2017**.*

Customer Information:

Ship To	Bill To
Larry Oda	City of Salinas
City of Salinas	Public Works
Public Works	426 Work St.
426 Work St.	Salinas, CA 93901
Salinas, CA 93901 US	
US	
(831) 758-7233	
(408)758-7940	

Software License

Description	QTY	UNIT PRICE	Line Total
FleetFocusFA Standard License	500.00	USD 39.800	USD 19,900.00
Reporting Module	500.00	USD 1.990	USD 995.00
Shop Activity Module	500.00	USD 3.980	USD 1,990.00
Customer Access Module	500.00	USD 1.990	USD 995.00
KPI/Dashboards Module	500.00	USD 1.990	USD 995.00
MAXQueue Integration Module	500.00	USD 1.990	USD 995.00
Crystal Reports Server OEM Edition (FA), - with 1x report writer	1.00	USD 2,493.560	USD 2,493.56
License TOTAL:			USD 28,363.56

Annual Software Maintenance

Year	Annual Software Maintenance
1 (invoiced with software)	\$6,820.00
2	\$7,161.00
3	\$7,519.05
4	\$7,895.00
5	\$8,289.75

Professional Services

Service

Description	Line Total
Project Management Services	USD 8,746.76
Software Installation	USD 1,471.04
System Setup Services	USD 8,746.76
System Design Services	USD 5,566.12
Data Conversion Services	USD 8,746.76
Training Services	USD 4,770.96
Go Live Support Services	USD 7,951.60
Technical Services	USD 198.79
Travel Costs	USD 6,000.00
Interface Services - Development/QA tasks	USD 7,355.20
Interface PS Tasks	USD 4,770.96
Service TOTAL:	USD 64,324.95

STATEMENT OF WORK

City of Salinas



FleetFocus Asset and Maintenance Management Applications
April 17, 2017

Introduction

AssetWorks is pleased to partner with the City of Salinas, CA (the City) for a successful implementation of the FleetFocus asset and maintenance management application. This proposal identifies the tasks and estimated costs required for the implementation of the FleetFocus solution. This Statement of Work is based on AssetWorks' current understanding of the requirements and AssetWorks' previous experience with similar engagements.

AssetWorks recommends the City use AssetWorks' expertise and consulting resources to ensure a timely and cost effective implementation. AssetWorks offers a variety of services ranging from workflow re-engineering to general business and technical consulting.

To best facilitate the implementation, AssetWorks urges the City to formally identify a core team of members from each of the critical business groups who will participate in or be affected by the project implementation. This involvement must come from all parties. This core team should be both technically qualified and knowledgeable of their groups' business practices. These individuals will be responsible for spearheading the system configuration, data mapping, and workflow tasks to ensure a feasible and effective production rollout.

Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and the City will discuss these changes in good faith at their earliest opportunity.

Project Task Descriptions

WBS A.1.0 Project Management Services

Project kick-off and planning

AssetWorks will facilitate a project kick-off meeting wherein we will facilitate a review of the project timeline, identify roles and responsibilities and discuss status reporting with the City staff.

AssetWorks recommends the City appoint a core project team for the implementation stage with representatives from all functional or operational areas of the City's business. This core group must have the authority and charter to make appropriate decisions regarding the implementation. The core group representatives should have complete knowledge and familiarity with the City's operations and objectives, and will form the majority of the roll-out team later in the project. The City project team will define their roles and responsibilities and establish project standards and controls.

The City will appoint a dedicated Project Manager, Subject Matter Project Leads, and supporting personnel from the designated the City functional and operational areas. The City Project Manager will lead the overall the City project team and be responsible for the City personnel and resources on the project. The Project Leads will be responsible for the configuration and implementation of FleetFocus and for facilitating decisions among the core maintenance group.

Project Management

AssetWorks will provide project management and oversight services to execute the project plan. The AssetWorks project manager will coordinate AssetWorks project activities. AssetWorks will provide the following project management services:

- Serve as the main point of contact for the City Project Manager
- Coordinate of project resources and work so that milestones are met in an efficient manner; tasks will be designed so as to minimize implementation time and cost while taking into consideration resource and time constraints such as the City staff availability
- Work with the City to manage risks throughout the project
- Present progress to the City Project Manager and/or to the City Project Sponsors (as required)
- Attend project related meetings as needed to ensure timely resolution to open issues and action items
- Develop project deliverables
- Manage approval/sign-off processes
- Manage project risks
- Manage scope control
- Maintain project schedule and scheduled meetings

The AssetWorks Project Manager will ensure that sufficient resources are available to implement the system in accordance with the project requirements. The AssetWorks Project Manager will monitor the project resources to ensure quality delivery of services and that the deliverables are completed in accordance with the project requirements.

AssetWorks will assign a Professional Services Manager to provide additional subject matter expertise, monitor the project resources and budget, and ensure quality delivery of services. The Professional Services Manager is the City's first escalation point for any issues arising during the project while the Program Manager will provide executive level communication and support.

Deliverable for Project Management Services

- Update to relevant status reports
- Manage action items, issues and risks
- Facilitate status meetings

WBS A.2.0 Hardware Acquisition

AssetWorks recommends the following hardware configuration and hardware specifications for the City's FleetFocus implementation. For optimal performance, AssetWorks recommends the City take advantage of FleetFocus' n-tiered architecture. FleetFocus runs in the following tiers:

- Web: the browser user interface
- APP: the application
- Database: the database

For this implementation, AssetWorks recommends Oracle or Microsoft SQL Server as the Relational Database Management System (RDBMS). AssetWorks recommends the following specifications for the production environment, based on assumptions of fewer than 5,000 equipment units and 50 or fewer concurrent users. For this implementation, AssetWorks recommends a Windows-based operating system on the application and web servers.

Database Server

The requirements for a database server depend primarily on the size of the database and the maximum number of concurrent users. Memory on the database server is a major factor affecting performance. It is recommended to allow for future expandability. The following are recommendations for a database server dedicated to the enterprise asset management system:

Processor Cores: 4

Drives: RAID configuration to your organization's standard

Size/Speed: 100 GB available space for data with 10k rpm

RAM: 16 GB

Application/Web Server

The requirements for an application server depend primarily on the maximum number of concurrent users. A machine that meets the following specifications (for fewer than 100 concurrent users) is recommended. Additional Application/Web/Reporting Servers can be deployed to extend beyond 100 concurrent users:

Processor Cores: 4

Hard Drives: RAID configuration to your organization's standard

Size/Speed: 50 GB available space for applications with 10k rpm

RAM: 16 GB

Reporting and Interface Server

For organizations that require significant reporting, an additional server dedicated to Crystal Reports Server is recommended. A machine that meets the following specifications is recommended:

Processor Cores: 2

Hard Drives: RAID configuration to your organization's standard

Size/Speed: 50 GB available space for applications with 10k rpm

RAM: 16 GB, 50 RAM: 4 GB

For this implementation, the City can likely use the web server as the reporting server. Please note that extensive reporting or interface requirements could alter the recommended server specifications.

Workstation Specifications

Typically Windows 10 work stations running Internet Explorer 9, 10, 11 are used, but any device supporting the latest versions of Chrome or Firefox is also certified. The presentation layer requires a minimum screen resolution of 1024x768 but the wider screen format of a minimum 1366 x 768 is suggested for optimal screen viewing. A machine that meets the following specifications is recommended:

8 GB RAM
25 GB available hard disk space
Mouse and Keyboard
Minimum 17" Monitor
Windows 10
10/100/1000 Ethernet NIC

Additional Requirements For Any Configuration

In addition to the above, AssetWorks also recommends the City procure the following:

- An appropriate number of printers
- A standby power supply to protect the servers from power problems
- Remote Management software to support remote diagnostic communications with AssetWorks
- AssetWorks recommends 19" monitors in order to take better advantage of the FleetFocus screen and window capabilities
- Provision for disaster recovery

Customers are responsible for any site preparation or construction or communications or cabling infrastructure. Customers are responsible to install any servers at any site. AssetWorks will not provide any operating system or Relational Database Management System (RDBMS) software for the servers.

Virtual Machine (VM) Support

AssetWorks certifies and supports the Operating System (OS) and Relational Database Management System (RDBMS) required by FleetFocus. Any VM software package that also supports the required OS and RDBMS of FleetFocus can be used. VM software packages operate at the hardware abstract layer and AssetWorks does not certify FleetFocus against specific hardware manufacturers.

Load Balancing Support

AssetWorks does not specifically certify or support specific load balancing implementations at either a hardware or software level. Load balancing technologies can be used with FleetFocus as long as session persistence is enabled within the load balancing technology. Session persistence is also commonly referred as sticky-sessions or session stickiness. When a connection to the web application is made that session must persist on the server that the load balancer distributes the connection to or stability issues may ensue in FleetFocus.

WBS A.3.0 Software Installation ServicesPrepare for the installation

The City will install the servers on the City network and ensure that the TCP/IP protocol is configured correctly. The City will load the Relational Database Management System (RDBMS) on the servers as outlined in the FleetFocus Installation Guide.

The City will install the hardware, operating system, and RDBMS software on the database, web, and application servers. AssetWorks assumes that the City will install the servers and resolve network configuration issues that arise as a result of the server operating system installation (in order to connect to the City wide area network).

The City will provide the required RDBMS, web server (the web server must use Microsoft IIS), and other operating software (including licenses, media, and documentation) for this installation task. AssetWorks will work with the City to correctly size the FleetFocus database and ensure the City network environment is ready for the new system.

Database and applications

AssetWorks will assist in creating the test (or development) and production FleetFocus environments. AssetWorks will work with the City to install the software on the server. The City is responsible for installing and configuring software after these first installations (e.g., any other non-production instances of the application).

The City is encouraged to read the Administrator guide specific to installation prerequisites prior to scheduling the installation. To avoid delays and additional costs in the installation process, the City will need to confirm that all the software has been downloaded from the AssetWorks Customer Support website and that all of the environment prerequisites are in place.

The City will devise a procedure to upgrade FleetFocus when AssetWorks makes new releases available. It is recommended that the City document the procedure for making new versions of the system and documentation available to all locations.

Deliverable for Software Installation Services

- Installation of AssetWorks software
- Test communication among solution tiers

WBS A.4.0 Key User Training Services

System Setup Consulting

AssetWorks will lead a training session to complete the coding conventions for equipment numbering, equipment classes, repair codes, PM schedules, PM parameters, PM checklists, and other items. AssetWorks will also finalize the work flow for all job functions, including work order management and parts inventory management. To streamline this process, FleetFocus is delivered with sample, out of the box configuration. Sample data can be copied or modified to fit the specific needs of the City resulting in less time required for deployment of the application.

The City's preparation for this engagement includes the assimilation and distribution of relevant inventory, purchasing, operations, and maintenance data prior to the meeting. The goal for these meetings is to achieve at least 90% of the standard coding schemes and business practices required for system roll-out. AssetWorks expects this task to take three days.

Finalize data definition and processes

The City will take action items from the System Setup Consulting to finalize the definition of all relevant FleetFocus data elements and work processes, including maintenance, parts management, procurement, and other job functions. The City's deliverable for this task is complete documentation of the City's definitions for all applicable FleetFocus data elements. This deliverable is a critical prerequisite to the development of the training material for the rollout. AssetWorks will work with the City to prepare this documentation.

AssetWorks will work with the City team to configure FleetFocus per the discussed work flow. This configuration will build on the setup defined with the City core team and will focus on specific decisions, such as location options, department settings, etc. the City will perform setup tasks as assigned by AssetWorks.

Configure Modules

AssetWorks will provide an orientation for the following modules:

- Shop Activity
- Reporting
- Notifications
- Enterprise Portal
- Customer Access
- Dashboards

In addition, AssetWorks will consult with the City to configure the modules to facilitate the workflows for the maintenance and back office functions. Configuration includes:

- Assigning user groups for specific functions
- Creating automatic report schedules and distribution lists
- Initializing notifications to facilitate business processes
- Creating custom menus for specific user groups

WBS A.5.0 Master Record Data Conversion ServicesBatch Processing

AssetWorks will provide a training session for Batch Processing for the City administrators. A user with a solid understanding of Microsoft Excel will likely be able to grasp this tool and process very quickly. The City staff will use Batch Processing to load its data into FleetFocus.

Assist with Data Loads for Equipment and Parts

The City will extract the agreed-upon data from its current systems. AssetWorks will not be responsible for “scrubbing” or “cleansing” legacy the City data. The City will be responsible for populating FleetFocus with approved and “clean” the City data.

AssetWorks will provide Microsoft Excel™ templates to assist in loading data into FleetFocus. The City will convert only the data that maps into FleetFocus. Data that does not map into FleetFocus will not be converted. Further, only data elements that can be entered on a FleetFocus screen are part of this conversion. The City, with assistance from AssetWorks, will use FleetFocus’s batch processing feature to load the data on these screens.

The City will provide the data in the properly formatted spreadsheets (per AssetWorks’ specification) for loading into FleetFocus. AssetWorks makes the following assumptions about the data from the City’s legacy system(s):

- The data files will be text-based flat files with one row of data per asset and per part.
- The City will use default values for any data element that FleetFocus requires that is not in the data file.
- The City will provide each test data file and each production data file in exactly the same format.
- the City will convert only master equipment master and parts master records
- AssetWorks will provide assistance in the form of troubleshooting errors in batch runs and providing direction in the mapping of legacy data elements to FleetFocus fields.

Conversion of Specific Data

AssetWorks and the City will jointly resolve issues arising out of the data translation, including codes (if any) to be changed. AssetWorks will help the City finalize the data mapping and identify the sources for each data element. The City will be responsible for mapping old codes into new codes (i.e., translating) within the data set to be converted.

Data Conversion Testing and Validation

After AssetWorks and the City have jointly documented the data mapping and data load process, the City will test the results from the data extractions. These tests will validate the data migration strategy that the team defined in earlier stages. This process will require involvement from the City Information Technology personnel supporting the existing systems.

WBS A.6.0 Interface and Technical Services

Automated Fuel for Pacific Pride

To provide a very straightforward and flexible solution, AssetWorks proposes that the City use FleetFocus' Automated Fuel Systems screen to define its fuel interfaces. The base application includes this screen, with which end users can create fuel import definitions for use with the Automated Fuel Tickets screen. Using this screen, the City could build many of its own batch interfaces for processing fuel transactions.

AssetWorks will assist the City in defining its fuel import using FleetFocus' Automated Fuel Interface feature. The City will provide AssetWorks a sample comma separated or fixed width fuel file with appropriate documentation for the fuel system's data files. AssetWorks may require remote control access to the City servers for this task.

Interface Development Preparation

AssetWorks standard procedures for developing an interface include the following tasks:

- Create a preliminary specification/interface design plan
- the City project team reviews the preliminary specification/interface design plan
- AssetWorks reworks the specification/interface design plan as required
- the City project team provides final approval of the specification/interface design plan
- AssetWorks builds interface and incorporates into the development environment
- AssetWorks and the City test interface
- AssetWorks provides documentation
- the City gives acceptance of interface

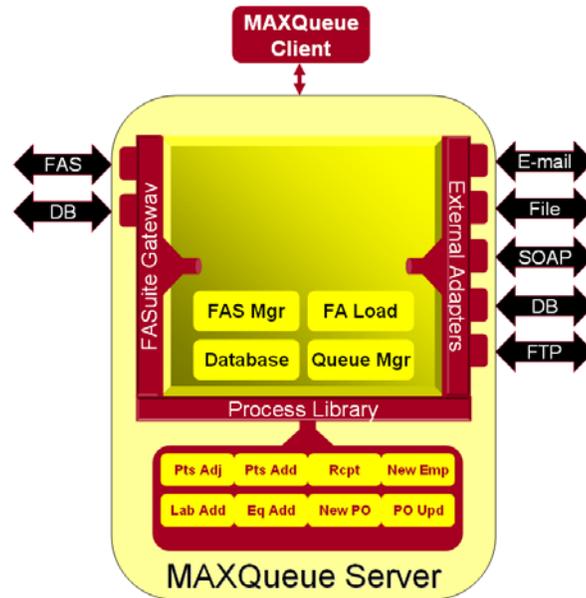
AssetWorks and the project team will develop a mutually acceptable plan and schedule for the work to be completed and identify the resources and timeframe required for the efforts. AssetWorks assumes the City will involve the appropriate staff to reach consensus and decisions on all interface specifications during the discussion and according to the proposed timeline.

When interfacing to applications such as Enterprise Resource Planning (ERP) systems, AssetWorks makes use of XML (eXtensible Markup Language) data streams. Using XML, external applications access MAXQueue, the FleetFocus integration module, to interact directly with the FleetFocus components in real-time, applying all of the standard FleetFocus business rules and processing logic. This has the same effect on the data as if it was manually keyed into a standard FleetFocus page. Please note that MAXQueue is a licensed module.

AssetWorks can create an on-demand or scheduled batch interface that uses text files to update or extract records in FleetFocus. When FleetFocus has been interfaced to export data to flat file legacy systems, programs are created that insert rows into the target transaction file. In some cases, intermediary staging tables are used in lieu of file transfers. Using MAXQueue, users can setup recurring schedules to execute individual interfaces. For inbound batch integrations, FleetFocus looks in a standard file directory or to a staging table for incoming data. When data is found, FleetFocus processes the data through MAXQueue in the same manner as the real-time interfaces. For outbound data, when the interface is executed, AssetWorks extracts the data into either a data file or a staging table.

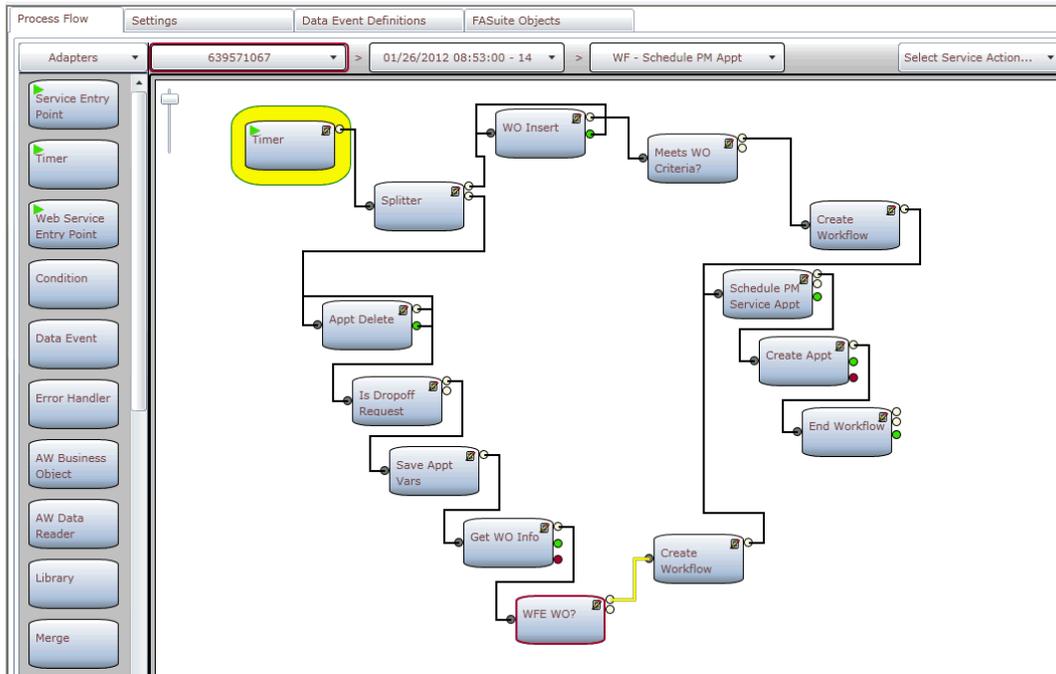
In general, MAXQueue supports a wide range of communication methods and protocols and the ability for different topic subscribers to use different protocols and processes (example: a real-time purchasing interface connecting to a SOAP (Service Oriented Architecture Protocol) server and pulling down XML documents, side-by-side with a batch-driven interface that uses FTP (File Transfer Protocol) to pass a formatted text file). MAXQueue is a

separate module from the base application of FleetFocus, allowing it to be installed in a customer's DMZ (if preferred, but not required), allowing communication between internal databases and external vendor systems without compromising network security.



MAXQueue includes a user interface which may allow interfaces to be configured by customers and typically provides the customer with the flexibility to control when and how often interfaces are processed.

When a business event occurs in an AssetWorks product or in the external system, the other product receives pertinent data for further processing, storage, or both. Typically, the data has been completely processed in the initiating product before being passed and it is simply stored in the receiving product for reference purposes.



AssetWorks is willing to discuss alternative, more (or less) extensive integration options and designs with the City to ensure the optimum design for the interfaces. However, for the basis of this SOW, the following assumptions and designs have been incorporated as the basis for the quotes provided. The project team will define a detailed specification for each interface before any work begins.

Interfaces	Functional Description
Charge Back Billing Transactions	<p>AssetWorks will provide the services to develop a billing interface with the City's New World system. The interface will create a custom file (format TDB) to be sent to a shared network drive or FTP site from which the billing application will process the file. The file can be created daily, weekly or monthly and include transactions posted in that time period.</p> <p>Assumes a standard billing process with workflow setup in the billing module. Output file will only include data available in the tables populated by the billing module.</p> <p>The City will provide the services to have the billing system load and process the file.</p>

Interface Error Handling

MAXQueue is the integration application that processes all transactions between FleetFocus and the City's legacy systems. Any interface errors that occur on the MAXQueue-side of the interface are captured in the AssetWorks error handler. During the technical design stage of the project, the specific details of each interface will be documented. Generally speaking, however, errors occurring on the MAXQueue side are handled as follows:

1. The City's interface code will load the City legacy system data into the interface staging table or other queuing/communication method.
2. FleetFocus' MAXQueue integration application will import the transactions and validate the data. This means that any standard application errors (the same ones the end-users see on screen) could be produced. Possible examples:
 - Equipment ID XYZ does not exist or is not defined in the database
 - Employee ID XYZ (Operator) is not defined in the database
 - Symptom ID XYZ is not defined in the database
 - Location XYZ is not defined in the database
3. If a record is found to have an error, MAXQueue will write it to the MAXQueue error handler table.
4. The City administrator will use the error handler to view all error messages, edit data, and correct and reprocess or delete the record (from the error table). Manually reprocessed data will continue to error out until all validation issues have been addressed.
5. If a record does not have an error, MAXQueue will remove it from the staging table (to keep the table size manageable) then import it into (or update if existing) the appropriate FleetFocus application tables.

Integration Assumptions

- AssetWorks and the City Development team will mutually agree on the data elements and formats of the transactions.
- AssetWorks will interface only data elements that can be stored in the FleetFocus database and entered through the user interface.
- The City Development team will provide for storing FleetFocus unique identifiers in the City legacy systems where necessary. For example, the City Development team will provide fields for the FleetFocus request ID and line item number on purchase requests.
- Once any transaction has been processed into the City legacy system, the work flow will follow the current business process. This SOW does not include any effort to re-define, tailor, adjust, or configure the City business processes downstream from the entry into the City legacy systems. FleetFocus will "feed" the City legacy systems process already defined and implemented at the City.
- These interfaces will be configured using only out-of-the-box application capabilities. No development effort or tailoring of the base application is included in this statement of work.
- The City will monitor, review, and re-process all interface errors using the AssetWorks error handler application (as described above).
- A record of all MAXQueue interface transactions will be logged in log files (incoming and outgoing events) provided that MAXQueue "logging mode" is enabled. The log files display the transaction type as well as the date/time stamp associated with each transaction.

WBS A.7.0 Pre-Production Training Services

The training will be role-based and will differ for trainees from the various organizational and functional areas. Each the City trainee will have the basic skills in the overall use of FleetFocus and strong knowledge of how to use the application in his or her specific job function or area of expertise. The deliverables will not include remedial training for computer skills or any computer-based training.

Training Materials

AssetWorks will provide its standard training materials and begin scheduling and planning for the training. AssetWorks training materials assume all users are familiar with a Windows environment; the AssetWorks training will not include any Windows or remedial computer training.

The training will cover work order functions; parts and labor posting functions; and other common features and transactions. The topics and work flows included in the training will be those finalized by the City team during the system setup and follow-up tasks. Any deviations in the defined and agreed upon work flow will cause delays and added costs to the training.

AssetWorks will provide a master electronic version for the City Project Manager. The City will produce and provide copies (across all roles) of the final training materials for use during the training sessions. The City will be authorized to reproduce and use any training materials for ongoing training within the City.

End User Training

AssetWorks will provide up to 24 hours of administrator and end user training in the configured base application and add-on modules for the roll-out of FleetFocus (according to the project plan). The topics and work flows included in the training will be those finalized by the City team during the system setup and follow-up tasks. However, the City should remain especially sensitive to necessary last-minute procedural changes or clarifications based on end user feedback.

Technician Training:

In this course, participants will learn how to use the Technician portal as a maintenance tool to manage tasks they perform on a day-to-basis. In hands-on exercises, participants will practice accessing the system, clocking in and out, viewing work status and assignments, managing individual time reporting, posting time to work order tasks, changing/adding tasks to work orders, requesting parts and completing PM checklists. Topics to be covered will include:

- Technician Portal overview
- Clocking In/Out
- View work status and assignments
- Create new work orders
- Work order main page
- Job on and off task
- Modifying tasks
- Add notes to tasks
- Finding existing work orders
- Posting indirect time
- Viewing daily timesheet
- Assigning service requests
- Viewing work order history
- Creating part requests
- Component Warranty
- Understanding the AssetViewer
- Completing PM checklists

- Work order postings
- Put work order in Work Finished status
- Executing reports

Supervisor Training:

In this course, participants will learn how to use the FASuite portals (Supervisor, Screens, and Reporting) to manage the daily operations within the maintenance areas. In hands-on exercises, participants will practice creating repair and PM work orders, directing employee assignments, accessing equipment work order history, managing service requests, generating PM schedules and executing reports. Training will cover the areas below and additional areas necessary to answer questions regarding shop operations. Topics to be covered will include:

- Supervisor Portal overview
- Employee management
- Work order management
- Filtering in the Supervisor Portal
- Work order assignment
- Viewing existing work orders
- Creating PM and repair work orders
- Work order main page
- Work order action buttons
- Assigning work to a technician
- Shop Calendar
- Assigning service requests
- Reviewing work order history
- Creating part requests/issues
- Understanding the AssetViewer
- Work order postings (after the fact)
- Posting labor adjustments
- Review and close work orders
- Executing reports
- Web screen navigation

Inventory Management Training

This training is for any individuals who manage parts transactions and inventory management. Topics to be covered will include:

- Enterprise Portal
 - System Operation & Navigation
 - Using the Filter to Search for Data
 - Part Primary
 - Part Location
 - Vendor/Part Information
- Enterprise Purchasing Workflow
- Enterprise Purchasing codes
- Storekeeper Portal
 - Overview
 - Part request management
 - Part request detail
 - Set Notify flag

- Issue parts
- Ordering from part requests
- Purchase order management
- Updating purchase orders
- Creating purchase orders
- Line item overview
- Receiving parts
- Deleting lines on a purchase order
- Returning parts to a vendor
- Creating a new part
- Editing an existing part
- Direct Issues
- Enterprise Portal
 - Stock replenishment
 - Part transfers
 - Parts adjustments
 - Inventory counts
- Executing reports

The City will identify at least one “key user” on each shift to closely support the cutover, particularly after the training concludes. This individual will be responsible for answering initial end user questions and, most importantly, implementing subsequent changes or alterations to the documented procedures. AssetWorks recommends that these “key users” be those that attended the core team training sessions described above.

WBS A.8.0 Production On-site Support Services

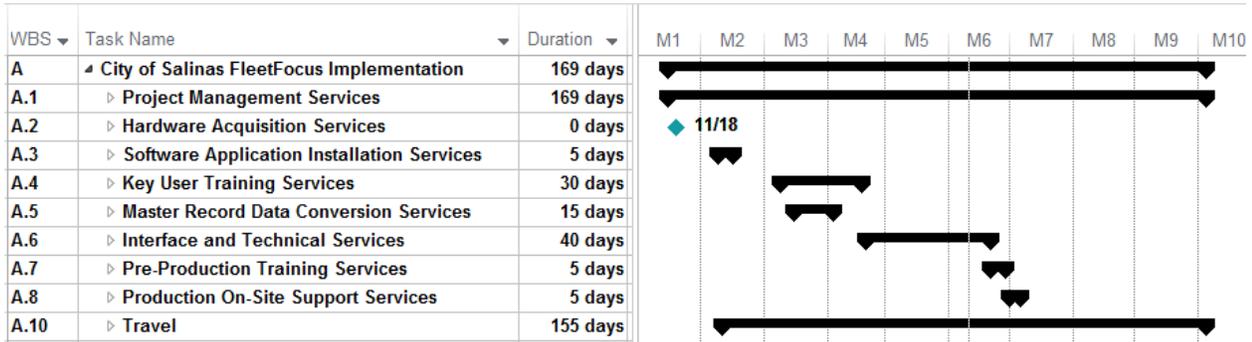
When the City commences live operations using FleetFocus, AssetWorks staff will provide up to 32 hours of on-site “go live” assistance and refresher training for the City operation. This step is critical to success.

During the post-implementation period, AssetWorks will provide support during normal working hours. When possible and agreed, AssetWorks will provide support to multiple shifts on a given day (e.g., by covering the last four hours of one shift and the first four hours of a second shift).

AssetWorks will remain closely involved during this very sensitive period. AssetWorks will be available remotely on an as-needed basis to answer questions and make sure the cut-over is progressing well. Of course, additional on-site and off-site support is available to the City under a separate Statement of Work.

Preliminary Schedule

AssetWorks proposes the following schedule to accomplish the tasks described below. This schedule is subject to change and dependent upon individual conditions and circumstances encountered during the project. The final plan will be prepared following review during the project kick-off activities. Please see the complete Project Plan attached for more detail.



AssetWorks resources are scheduled after contract award.

Assumptions

The following general assumptions apply to this proposal:

General

- Professional services will be provided on a time and material basis. The actual hours delivered may be less than or greater than the estimated hours. All professional services delivered will be invoiced at the beginning of each month following their delivery or upon previously agreed upon milestones.
- Only those optional modules identified in the accompanying license agreement are to be implemented and are included in this Statement of Work.
- Optional modules purchased after implementation has begun will require a change order or separate statement of work for services related to installation, configuration and training.
- This Statement of Work does not include any costs associated with third party vendors or software not already provided by AssetWorks that may be needed to complete the implementation.
- AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FleetFocus™ family of products which includes FleetFocus, MCMS, M4 and FleetFocus™. Use of the products is subject to the Software License Agreement.

Customer Resources

- The City will provide the resources described in this Statement of Work to insure a successful implementation of the products.
- The City will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Customer Support department.
- All key the City project team resources will be committed to the project as of the project start date.
- The City commits to training appropriate functional and technical resources as required.
- The City is responsible for all manual data entry.
- The City will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system. If additional meetings are required to repeat discussions due to the unavailability of the City resources, additional cost will be invoiced.
- AssetWorks will provide on-site training to the City (as outlined above) in a classroom environment suitable for training. AssetWorks recommends class size to not exceed 12 users to insure proper attention can be given to individual users and maintain the needed pace to ensure training sessions are completed in a timely manner consistent with the training schedule.
- The City will be responsible for preparing the training facility. The training facility should include hardware comparable to that found in the actual work place. Some end-user training can take directly in the storerooms or on the shop
- All training sessions will be based on standard application training materials. the City will be responsible for customizing training materials to meet its implementation requirements.
- The City will make appropriate technical resources available to AssetWorks' consultants.
- In the event that the City schedules on-site services and due to circumstances within the City's control AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel on the basis of an 8-hour day.

- AssetWorks will need assistance from the City to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Infrastructure

- The City will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined the City/AssetWorks project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the applications and implementation databases.
- AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment.
- The City will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
- If the City hosts the application, the City will be responsible for establishing access to the FleetFocus™ Application, and DBMS servers, providing all supporting software, hardware, and connectivity for the application server.
- The Web server must use Microsoft IIS.
- Acquisition, installation, testing, support, and tuning of any additional required application software, hardware, RDBMS, other software, peripherals and communications infrastructure will be the responsibility of the City if the City is hosting the application.
- The City will verify that the hardware environment is installed, configured and operating over the network before scheduling the Software Installation if the City is hosting the application.
- The City is responsible for providing browser access to the FleetFocus™ application.
- The City is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all user workstations to the FleetFocus™ servers.
- System, server, and workstation backups are the responsibility of the City. This includes the development and execution of the system backups and recovery programs if the City is hosting the application.
- The City is permitted to implement a disaster-recovery environment, however unless specifically included in this proposed Statement of Work, AssetWorks is not responsible for the installation, configuration or support of this environment if the City is hosting the application.
- The City will receive all standard, out-of-the-box reports at no extra cost; however the City is responsible for providing the recommended Business Objects licenses to support the proposed Report Server infrastructure. A single test and production reporting environment will be implemented.
- The City will implement a single production FleetFocus™ database. A test database instance will also be implemented.
- The City will implement this solution such that all assets will be in a single production FleetFocus™ database.
- The City personnel assume the responsibility for applying software patches if the City is hosting the application.
- The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network and database administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.

- If the City elects to have AssetWorks host the application or licenses the FleetFocus™ On-Demand SaaS service, the Software Installation phase and technical support described in this proposed Statement of Work are no longer required. A separate start-up fee will be invoiced following the contract execution for the installation of the City's AssetWorks hosted site.

Project Management and Risk Factors

- The City and AssetWorks will agree on scope, services, and deliverables for optional modules and services prior to the Notice to Proceed.
- The City project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by the City related to project deliverables and project progression in a timeframe in alignment with the project work plan. Delays to this process as well as any the City tasks not completed within the work plan timeframe will be subject to the Change Order Management process, delayed deadlines, and increased services fees.
- This Statement of Work does not include the expenses associated with the City or the City resources assigned to the project.
- The City remains responsible for all integration effort not described in this Statement of Work
- The project schedule is contingent upon the timely attainment of several external milestones that are outside the control of AssetWorks. Examples include but are not limited to the acquisition of the requisite software licenses and hardware and the approval of requisite capital appropriation requests as required.
- Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and the City will discuss these changes in good faith at their earliest opportunity.
- This proposed Statement of Work includes implementation support for only those optional modules, interfaces, and modifications listed in the task list. Any change to the proposed Statement of Work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements or change orders.
- Unless otherwise noted, all integration, enhancement and report development effort quoted in this proposed Statement of Work is an **ESTIMATE** based on AssetWorks' experience providing similar services for other clients based on our current understanding of the requirements. AssetWorks will develop a detailed Development Specification and Quote for all services before proceeding with any development.
- This Statement of Work includes services to determine the City's requirements and preparing the development specifications and quotes for only those development items identified in this Statement of Work. Any requirement analysis and specification work for additional items not identified in this Statement of Work would be done on a time and materials basis.

Travel

- AssetWorks will bill the City for all actual travel expenses directly attributed to on-site services delivered during the project in accordance with the City published travel reimbursement policies and any statutes governing the reimbursement of business travel expenses.
- Unless otherwise noted, actual travel expenses will be billed on a monthly basis following the delivery of any on-site services.
- Travel expenses are expected to be reimbursed as invoiced and are not subject to any project hold-back or payment deferrals.
- AssetWorks staff members that are scheduled on-site for consecutive weeks will have the option of returning home at the conclusion of the scheduled work week or, with approval from the City, stay thru until the start of the following work week. Expenses incurred during the intervening period will

- be reimbursed up to the cost of the travel expenses that would be incurred returning home between the work weeks.
- AssetWorks will bill the City for all expenses for travel on-site to provide planned services for which the City is not prepared to support (e.g. Meeting canceled due to weather; schedule participants are unavailable, scheduled facility is unavailable, etc.)
 - All travel costs provided in this Statement of Work are estimates and subject to revision based on actual airline, hotel, rental car and local market conditions.

Training Facilities

AssetWorks will provide on-site training in a classroom environment suitable for training. The City will be responsible for providing and preparing the training facility. AssetWorks recommends class size to not exceed 12 users to insure proper attention can be given to individual users and maintain the needed pace to insure training sessions do not run over. The training facility should include hardware comparable to that found in the actual work place.

Logistical and Scheduling Support

AssetWorks will need assistance from the City to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Procedures for Handling Change Orders

Any change to the proposed statement of work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements.

For instance, any software modification, interface or conversion plan will be included in a functional specification developed by AssetWorks. AssetWorks will work with the City to understand the specific requirements and will create a detailed functional specification. Each specification will be reviewed with the City Project Team with the final action item being the City sign-off so that the changes can proceed to a development stage. Once development has been completed, any software changes will pass through a detailed quality assurance phase. Once delivered to the City, AssetWorks will review the changes that will conform to the City approved specifications. Upon testing and review, AssetWorks will secure the City sign-off on the final software changes.

Sole Source Provider

AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FleetFocus™ family of products which includes FleetFocus, G2K, MCMS, M4, FASuite and FleetFocus™.

AssetWorks is solely authorized or certified to provide this service.

Confidentiality

This proposed Statement of Work (SOW) contains CONFIDENTIAL INFORMATION of AssetWorks, LLC. In consideration of the receipt of this document, the City agrees to not reproduce or disclose this information except to the City employees directly involved on a "Need to Know" basis.

In the event Customer's business practices require that Customer issue a purchase order number prior to payment of any AssetWorks invoices issued under this Agreement, then such purchase order number must be entered below. Customer's execution of the Order Form without designating a purchase order number shall be deemed Customer's acknowledgement that no purchase order number is required for payment of invoices hereunder.

Purchase Order Number: _____

(Year One) Amount: \$99,508.51

The following general assumptions apply to this proposal for AssetWorks and its subcontractors:

1. The costs for this project are provided on a time and materials basis. Actual hours and costs may be less than or greater than estimates.
2. AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment. The end user will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
3. Customer will purchase all hardware and software necessary for implementation, either through the AssetWorks product purchase schedule or through other means.
4. Customer will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system.
5. Customer is responsible for TCP/IP connectivity from all client workstations to the Customer's AssetWorks servers.
6. Customer will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Customer Support department.
7. Customer will make appropriate technical resources available to AssetWorks' consultants.
8. All training sessions will use standard application training materials.
9. This Proposal does not include any tailoring or customization of the GUI.
10. AssetWorks will perform as specified in the system documentation.
11. In the event the customer schedules on-site services and, due to circumstances within its control, AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel on the basis of an eight-hour day. AssetWorks provides on-site services on the basis of an eight-hour minimum per day per person.
12. AssetWorks will bill time for any travel over 8-hours (at \$205.00 per hour)
13. All travel estimates are estimates, AssetWorks will bill actual travel, monthly as incurred.

AssetWorks SOFTWARE LICENSE AGREEMENT (SLA)

This License Agreement applies to all software provided to you by AssetWorks LLC., a Delaware corporation ("AssetWorks") including software owned by AssetWorks and software owned by other parties that is embedded in software owned by AssetWorks or that is included in hardware provided by AssetWorks. You (CUSTOMER) should carefully read the following terms and conditions before installing the software or using AssetWorks supplied hardware that contains the software. Continuing installation of the software or use of the software or AssetWorks supplied hardware indicates your acceptance of the terms and conditions of this agreement. If you do not agree with the terms and conditions of this agreement, you should not install or use this software.

AssetWorks grants to CUSTOMER a non-exclusive, perpetual non-transferable license to make use of the software specified in the proposal (herein "Software") on the CUSTOMER's database servers, and application servers and/or web servers (referred to as the "Enterprise"); You assume responsibility for the selection of the software and/or the software on hardware to achieve your intended results, and for the installation, use and results obtained.

License

CUSTOMER shall have the right to use only one copy or image of the Software for production purposes to manage up to the number of Active Equipment Units identified in the Proposal. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted. CUSTOMER may increase the number of authorized Active Equipment Units by executing a subsequent Product Schedule and paying in full the applicable fees. Upon signing the subsequent Product Schedule and paying in full the applicable fees, CUSTOMER shall have the right to monitor the revised number of Active Equipment Units as set forth in the subsequent Product Schedule.

Customer may make one copy of the software for backup purposes. The backup copy must contain the complete program name, copyright and trademark notices. Backup copies are for your use only and cannot be assigned or transferred to another person or used on another computer.

1. RESTRICTIONS. You cannot sell, rent, lease, loan, transfer, distribute, copy electronically, or transfer any copy or part of this software without prior written consent of AssetWorks and the payment of additional license fees. You cannot modify, translate, disassemble, decompile, or create derivative works of the software or any copy in whole or in part.

3. FEES AND PAYMENT. All fees set forth in AssetWorks' quote are payable by CUSTOMER within thirty (30) days of receipt of invoice

4. NO OTHER RIGHTS. Except as stated herein, this Agreement does not grant you any rights to patents, copyrights, trade secrets, trade names, trademarks, (whether registered or unregistered), or any other rights or franchises in respect to the software and its documentation.

5. TERM. This license is effective until terminated. You can terminate it at any time by destroying the software including all media and documentation and erasing any copies residing on your system. Or, AssetWorks can terminate this License immediately for nonpayment of license fees or if you fail to comply with the terms and conditions of this Agreement.

6. TRANSFER. You cannot transfer, sublicense, or assign the license or the software except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties, or obligations hereunder is void and will terminate your license.

7. WARRANTY DISCLAIMER/LIMITED WARRANTY. THIS SOFTWARE IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE USE, PERFORMANCE AND RESULTS OF USING THE SOFTWARE AND ITS DOCUMENTATION IS WITH YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU CAN ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

8. Limitation of liability In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of fees for which AssetWorks contracted under the quote that is the subject of the claim provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

Irrespective of the basis of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

10. ACCEPTANCE. By installing the software or using the AssetWorks supplied hardware that contains the software, you acknowledge that you have read this Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the Agreement between us which

supersedes any proposal or prior agreement, oral, or written, and any other communications between us relating to the subject matter of this Agreement.

11. THIRD PARTY SOFTWARE. If the software is delivered to you preinstalled in AssetWorks supplied hardware, then additional license terms and conditions may apply to third party software included in the AssetWorks supplied hardware. The additional terms and conditions that apply to such third party software may be included in printed materials delivered with the AssetWorks supplied hardware or in online or electronic documentation included in the AssetWorks supplied hardware.

12. GENERAL. This Agreement will be governed by the laws of the state of Delaware. If any provisions of this Agreement shall be held by any court of competent jurisdiction to be contrary to the law, the provisions will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. Neither party will assign or transfer its interest in this Agreement without the prior written consent of the other party.

You must comply fully with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software, nor any direct products

thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. AssetWorks may audit your use of the software. All terms of any order document shall be superseded by this License. You will be entitled to support described in the Maintenance terms set forth below, provided you are current on payments.

13. ADDITIONAL PROVISIONS. No other party or company may make any warranty, either express or implied, regarding the software, its merchantability or its fitness for any particular purpose.

14. Notices Addresses:
AssetWorks LLC.
998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn.: John Hines
Division President

AssetWorks SOFTWARE MAINTENANCE AGREEMENT (SMA)

1. Term

Maintenance shall commence immediately upon the Effective Date and shall have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below.

2. Correction of Deviations

In the event that the CUSTOMER encounters an error and/or malfunction ("Deviation") in the Software, you shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of AssetWorks and CUSTOMER, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule.
- b. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation with all due dispatch.

3. Software Revisions and New Versions

a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:

- i. Revisions that the CUSTOMER is obliged to implement ("Mandatory Revisions");
 - ii. Revisions that may be implemented by the CUSTOMER at its option ("Optional Revisions").
 - iii. No charge shall be made to the CUSTOMER for either Mandatory Revisions or Optional Revisions.
- b. New versions ("New Versions") of the Software may be issued by AssetWorks from time to time. Compared to a Revision, a New Version substantially improves the performance of the Software and/or substantially increases its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Versions for which there may be a charge.

4. Telephone Hotline Assistance

AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the CUSTOMER relating to the application and operation of the

Software. At other times such personnel are available by beeper for emergencies.

5. Technical Literature

AssetWorks shall make available to the CUSTOMER all technical literature that is considered by AssetWorks to be relevant to the Software and its use within the scope of CUSTOMER's operations.

6. Transmission

All Revisions and New Versions will be transmitted to the CUSTOMER on magnetic tape, magnetic disk or other suitable media, at the option of AssetWorks. The CUSTOMER shall be solely responsible for mounting the media and executing the appropriate instructions in order to transfer the Revisions or New Versions onto to its system.

7. Remote Diagnostic Access

The CUSTOMER shall provide appropriate modem facilities by which AssetWorks may, with the permission of the CUSTOMER, remotely access the Software for the purpose of remote diagnostics and support.

8. Proper Use

- a. The CUSTOMER agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.
- b. In the event that the CUSTOMER or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse, AssetWorks shall be entitled to attempt to correct the situation, if possible, at CUSTOMER'S expense.
- c. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the CUSTOMER, relates to problems not caused by a Deviation in the Software, such assistance shall be at the CUSTOMER's expense.

9. Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided by AssetWorks for each twelve month period hereunder, CUSTOMER shall pay to AssetWorks an amount equal to twenty percent (20%) of the total amount of the non-discounted License Fee for the Software in effect at the time of the renewal.

10. Additional Software Maintenance Fee – Paid Up License

In the event the CUSTOMER acquires Software in addition to that indicated in the proposal (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the CUSTOMER shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software starting with the next renewal date unless otherwise agreed by the parties in writing.

11. Other Fees and Expenses

If onsite maintenance is required, CUSTOMER will pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid as the expenses are incurred.

12. Payment Terms

- a. Annual payments for Maintenance will be due in advance of the commencement of the initial one-year term of the Maintenance and each anniversary thereafter.
- b. AssetWorks reserves the right to change the annual Maintenance fee by providing CUSTOMER written notice of the increase at least thirty (30) days prior to any scheduled renewal date.
- c. AssetWorks reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the date of the invoice.

13. Default and Termination

- a. The CUSTOMER shall have the right to terminate Maintenance upon delivery of written notice at least ninety (90) days prior to any scheduled renewal date.
- b. AssetWorks may cancel Maintenance in the event that the CUSTOMER does not implement a Mandatory Revision within sixty (60) days of receipt thereof or such longer period as AssetWorks may consent to in writing. In the event that CUSTOMER does not implement a Mandatory Revision within thirty (30) days following receipt of written notice from AssetWorks of CUSTOMER's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.
- c. In the event of any breach of the terms and conditions of this Agreement by the CUSTOMER, AssetWorks will, by written notice to the CUSTOMER, give the CUSTOMER a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to AssetWorks' satisfaction within said thirty (30) day period, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.
- d. In the event that Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the CUSTOMER of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions hereof shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

14. Limitation of Liability

- a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred (including cost of cover), limited to the amount of fees paid to AssetWorks for maintenance services; provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.
- b. Irrespective of the basis or theory of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind,

including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

15. General Terms

- a. Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this Agreement or any Attachment without the prior written consent of the other party.
- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- c.. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
- d.. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
- e. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the Commonwealth of Delaware excluding its conflict of laws rules.
- g. In the event of any dispute arising in the performance of this Agreement or any Attachment, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure will be stated

- in the related Attachment. In the event of a conflict between the terms of an Attachment and this Agreement, the Attachment shall control unless otherwise provided in the Attachment. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.
- h. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including, without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.
- i. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

ASSETWORKS STANDARD PROFESSIONAL SERVICES AGREEMENT

1. SERVICES

This Agreement shall apply each time Customer engages ASSETWORKS to provide services. All services provided will be described in a ASSETWORKS quotation (see above) or a mutually agreed upon "**Statement of Work**" ("**SOW**") as applicable (hereinafter referred to as "**Services**"), if attached.

2. TERMS

2.1 Requests for Service; Quotes and Orders. Customer shall sign and return this agreement for the initial order for Services. All subsequent orders for Services must specify ASSETWORKS'S quotation (if any), and reference the Service(s) requested and invoice address. Customer may place orders in writing, by telephone or by facsimile transmission. Telephone orders must be confirmed in writing or by facsimile. All orders are subject to acceptance by ASSETWORKS.

2.2 Prices. The prices charged for Services purchased under this Agreement will be ASSETWORKS'S then current charges for such services in each ASSETWORKS region or as quoted by ASSETWORKS. If the Services are being performed on a time and materials basis, any estimates provided by ASSETWORKS are for planning purposes only.

2.3 Additional Fees; Taxes. Prices are exclusive of all country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes. Taxes imposed on ASSETWORKS (other than taxes related to ASSETWORKS' income) in connection with the Services purchased under this Agreement will be paid by Customer and will appear as separate items on ASSETWORKS'S invoices.

2.4 Invoicing and Payment. Customer's payment terms will be net thirty (30) days from the date of invoice.

2.5 Term. This Agreement will begin on the effective date stated above and will continue until terminated in accordance with its terms. Each SOW will continue for the term stated therein, unless otherwise terminated pursuant to this Agreement.

2.6 Termination. Either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other. Termination of the Agreement will not terminate any outstanding SOWs and the terms of this Agreement will survive such termination to the extent that such terms are incorporated into any outstanding SOWs. Either party may terminate an individual SOW if the other party commits a material breach of such an agreement and the breach is not cured within thirty (30) days of receipt of written notice from the injured party. Termination of one or more SOW will not terminate this Agreement. Upon

termination, all rights and obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

3. PROPRIETARY RIGHTS

ASSETWORKS will retain exclusive ownership in all deliverables created by ASSETWORKS hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by ASSETWORKS under this Agreement. ASSETWORKS will also retain all intellectual property rights with respect to the tools and/or software that ASSETWORKS uses to deliver the Services. Subject to payment in full for the applicable Services, ASSETWORKS grants Customer a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use.

4. EXPORT; REGULATORY REQUIREMENTS

Customer acknowledges that the Services sold under this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer agrees to abide by those laws and regulations. Customer further represents that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide ASSETWORKS with all of the information needed for ASSETWORKS to obtain export licenses from the United States government and to provide ASSETWORKS with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. ASSETWORKS may also require export certifications from Customer for Customer provided software. ASSETWORKS'S acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United States Government; ASSETWORKS is not liable for delays or failure to deliver Services or a product resulting from Customer's failure to obtain such license or to provide such certification.

5. CUSTOMER RESPONSIBILITIES

It is the Customer's responsibility to backup data on Customer's system. ASSETWORKS WILL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY COMPUTER OR NETWORK SYSTEMS. Customer acknowledges that ASSETWORKS'S performance and delivery of the Services are contingent upon: (i) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information and (ii) Customer's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission. Customer will promptly obtain and provide to ASSETWORKS any required licenses, approvals or

consents necessary for ASSETWORKS'S performance of the Services. Information disclosed by Customer pursuant to a separate Nondisclosure Agreement ("NDA") signed by both parties will be protected under the terms of the NDA. Customer acknowledges that any information or data disclosed or sent to ASSETWORKS that is not protected under a separate NDA is not confidential or proprietary to Customer.

6. LIMITED WARRANTY & LIMITATION OF LIABILITY

6.1 Limited Warranty. ASSETWORKS WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, ASSETWORKS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION ASSETWORKS MAY MAKE; AND, ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION ASSETWORKS MAY PROVIDE.

6.2 Limitation of Liability. NEITHER CUSTOMER, ASSETWORKS NOR ASSETWORKS'S SUBCONTRACTORS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY ASSETWORKS EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ASSETWORKS SHALL NOT HAVE LIABILITY FOR (I) LOSS OF INCOME, PROFIT, OR SAVINGS, WHETHER DIRECT OR INDIRECT, (II) LOST OR CORRUPTED DATA OR SOFTWARE, OR (III) PRODUCTS NOT BEING AVAILABLE FOR USE. EXCEPT FOR CLAIMS THAT THE SERVICES (EXCLUDING THIRD PARTY PRODUCTS) CAUSED BODILY INJURY (INCLUDING DEATH) DUE TO ASSETWORKS'S NEGLIGENCE OR WILLFUL MISCONDUCT, ASSETWORKS'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY SERVICES PURCHASED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD.

7. INDEMNIFICATION

Customer accepts responsibility for, and agrees to indemnify and hold ASSETWORKS harmless from, any and all liability, damages, claims or proceedings arising out of (i) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals required to support any SOW or ASSETWORKS' performance of the Services,

or (ii) any inaccurate representations regarding the existence of an export license.

8. MISCELLANEOUS ITEMS

8.1 Assignment; Subcontracting. Unless otherwise provided in the SOW, Customer may not assign this Agreement without the prior written consent of ASSETWORKS. ASSETWORKS has the right to hire subcontractors to perform the Services provided that ASSETWORKS shall remain responsible for the performance of Services under this Agreement, or to assign Services to its affiliates.

8.2 Entire Agreement; Severability. This Agreement (with attachments) is the entire agreement between ASSETWORKS and Customer with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements between ASSETWORKS and Customer. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

8.3 Independent Contractor. The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.

8.4 FORCE MAJEURE Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

8.5 DISPUTE RESOLUTION The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute. If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the negotiation process or diminish the respective rights of

the parties to pursue any and all remedies available in law and/or equity at any time.

8.6 Notices. To give notice under this Agreement, the notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, facsimile telecommunication or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify by notice in writing to the other party and will be effective upon receipt.

8.7 Section Headings. The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.8 Governing Law, Jurisdiction and Language. The laws of the Commonwealth of Delaware will govern this Agreement.

8.9 Limitation Period. Neither party may institute any action in any form arising out of this Agreement more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.

8.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Accepted by Customer:

Signature

Name

Title

Date

Accepted by AssetWorks LLC.:

Signature

Name

Title

Date

Professional Services Agreement

To expedite shipment and scheduling, please email or fax this signed document and your Purchase Order to Joe Keefe:

Tel: 720.633.3043
Fax: 720.247.9001
joseph.keefe@assetworks.com

via mail:
AssetWorks LLC.
998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn.: John Hines
Division President

FleetFocus Implementation

ID	WBS	Task Name	Duration	M-1	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11
1	A	City of Salinas FleetFocus Implementation	169 days		▶										
2	A.1	Project Management Services	169 days		▶										
3	A.1.1	Contract negotiations complete	0 days		◆										
4	A.1.2	Prepare for and Conduct Project Kick-off Meeting	5 days			■									
5	A.1.3	Project Management and Status Reporting	155 days			■									
6	A.2	Hardware Acquisition Services	0 days		◆ 11/18										
7	A.2.1	Procure necessary hardware	0 days			◆									
8	A.3	Software Application Installation Services	5 days			▶									
9	A.3.1	Install RDBMS on server	0 days			◆									
10	A.3.2	Create FASuite database and install applications	5 days			■									
11	A.3.3	Document upgrade and software distribution process	0 days			◆									
12	A.4	Key User Training Services	30 days				▶								
13	A.4.1	Provide system set-up consulting	5 days				■								
14	A.4.2	Finalize data elements, coding, and work flow	25 days				■								
15	A.4.3	Configure modules	10 days					■							
16	A.5	Master Record Data Conversion Services	15 days				▶								
17	A.5.1	Batch process training	5 days				■								
18	A.5.2	Load equipment master records	10 days				■								
19	A.5.3	Load part master records	10 days				■								
20	A.6	Interface and Technical Services	40 days					▶							

FleetFocus Implementation

ID	WBS	Task Name	Duration	M-1	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11
21	A.6.1	Install and configure automated fuel for Pacific Pride	5 days												
22	A.6.2	Charge Back Billing Transactions Interface	35 days												
23	A.6.2.1	Finalize technical specification	5 days												
24	A.6.2.2	Checkpoint - Approve interface specification	0 days												
25	A.6.2.3	Build interface	20 days												
26	A.6.2.4	Conduct unit test of interface	5 days												
27	A.6.2.5	Install and conduct integration test	5 days												
28	A.7	Pre-Production Training Services	5 days												
29	A.7.1	Provide Standard Training Materials	0 days												
30	A.7.2	Provide training to system administrators	5 days												
31	A.7.3	Provide end user training	5 days												
32	A.8	Production On-Site Support Services	5 days												
33	A.8.1	Prepare for cut-over	1 day												
34	A.8.2	Commence Live Operations	0 days												
35	A.8.3	Provide post-implementation support	4 days												
36	A.10	Travel	155 days												
37	A.10.1	Travel and expenses	155 days												
38															
39	B	Optional Services	10 days												
40	B.1	Custom Report Development	10 days												