

DOSSIER ON-DEMAND SUBSCRIPTION SERVICE AGREEMENT

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and conditions contained on any purchase order or request for quotation received by COMPANY from CUSTOMER are expressly superseded hereby and shall not be construed as part of the agreement between CUSTOMER and COMPANY.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

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

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

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

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

6. Data Ownership and Use.

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

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

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

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

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



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

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

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

11. Data Security and Backup Services. COMPANY will employ commercially reasonable technical and security measures intended to avoid unauthorized access to CUSTOMER’s entered data within the DOD Service. CUSTOMER’s data will be backed up (copied) daily with multi-site storage as provided within the Microsoft Azure hosting environment. Backups will include all of CUSTOMER’s data stored in the DOD Service



environment including all data entered into DOSSIER and all files as defined in section 10 above. Backups are retained for seven (7) days so that the seven (7) most recent backups will be available for recovery (the oldest backup will be deleted each day).

12. Data Recovery Service. COMPANY will perform data recovery services at no charge to CUSTOMER if the DOD Service fails or if CUSTOMER's data becomes damaged or corrupted for any reason caused by COMPANY or DOD Services. If CUSTOMER's data is damaged, corrupted, deleted, or otherwise compromised due to the actions of CUSTOMER or by any of CUSTOMER's users, or by CUSTOMER's negligence in failing to secure login credentials or maintain adequate security negligence, data recovery may be possible by COMPANY but a fee will be assessed. Cost for data recovery in such situation will be billed at COMPANY's prevailing professional services rate at the time of recovery, and full data recovery cannot be guaranteed. CUSTOMER acknowledges that any data entered at times later than the date/time that the backup was made will be lost.

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

14. Service Availability Guarantee. The DOD Service will be available for CUSTOMER use 24 hours a day, 365 days per year with a guarantee of not less than 98.5% uptime on a monthly basis excluding scheduled maintenance outages. In the event that COMPANY fails to achieve this uptime guarantee, COMPANY may be penalized for each hour less than guaranteed as a percentage of the CUSTOMER's monthly service fee based on the number of hours in that month (720 hours in a 30 day month, etc.). Any penalty incurred by COMPANY will be applied as a credit toward future CUSTOMER DOD Service fees. Downtime due to Internet failure, failure of CUSTOMER's local internet connection or CUSTOMER's Internet Service Provider (ISP) connection service, failure of CUSTOMER's computer hardware or software, scheduled maintenance, or Force Majeure, are

excluded from the service availability guarantee. The applicable DOD Service may be unavailable from time to time due to routine maintenance or upgrades, patches or in response to hardware, software, power, or communication failures, or other technical issues. COMPANY will use commercially reasonable efforts to minimize any service disruption. COMPANY will give advance notice for planned outages which are expected on a regular basis for maintenance, upgrades, etc. Downtime associated with planned outages is excluded from the service availability guarantee.

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

(a) CUSTOMER Termination: CUSTOMER may cancel this entire Subscription Agreement and/or reduce the number of Named Users and/or optional features or modules by giving COMPANY thirty (30) days advance written notice by certified mail to COMPANY at its current corporate address identifying the exact number of Named Users and/or optional features or modules to be cancelled and by paying a cancellation fee of 50% of the Subscription Fees for the remaining portion of the Term of this agreement (the “Cancellation Fee”). CUSTOMER is responsible to download/export their data using Standard DOD SERVICE features prior to the effective date of service termination. All CUSTOMER data stored on the DOD SERVICE including onsite and offsite backups will be deleted and/or destroyed 30 days after the effective date of termination. To the extent that CUSTOMER cancels individual Users and/or optional software features or modules, the applicable monthly service fees will be adjusted accordingly. To reinstate and re-activate any users or features that are cancelled, the then prevailing activation and subscription service fees will apply.

(b) COMPANY Termination: If COMPANY terminates the Agreement for reason other than non-payment, CUSTOMER is responsible to download/export their data using Standard DOD SERVICE features prior to the effective date of service termination.

16. LIMITATION OF LIABILITY. COMPANY AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE DOD SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY’S LIABILITY TO CUSTOMER FOR ANY CAUSE

WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO MONTHLY SERVICE FEES PAID, IF ANY, BY CUSTOMER TO COMPANY FOR THE DOD SERVICE DURING THE TERM. IN ADDITION, COMPANY WILL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF OTHER USERS (INCLUDING UNAUTHORIZED USERS, OR “HACKERS”) OF ANY DOD SERVICE. THE TERMS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS SUBSCRIPTION AGREEMENT.

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

18. Indemnification. To the extent permitted by Maryland’s Local Government Tort Claims Act, CUSTOMER shall defend, indemnify and hold harmless COMPANY, its officers, directors, employees, agents and licensees, from and against any and all claims, liabilities, demands, damages, losses and expenses including cost of litigation and reasonable attorney’s fees arising out of or relating to (i) the negligent data entry, operation or use of the DOD Service, and (ii) CUSTOMER’s use of the DOD Service, including without limitation, any violation by CUSTOMER of these terms and conditions. COMPANY agrees to release, defend, indemnify, and hold CUSTOMER, its parent, partners, subsidiaries, division affiliates, insurers, successors and assigns and each of their past, present or future respective directors, officers, agents and employees harmless from and against any costs (including reasonable attorneys’ fees and expert witness fees), losses, liabilities, claims, demands, damages, or causes of action alleging (i) that the DOD Services infringe any patent, copyright, or other intellectual property right of a third party, or (ii) that the sale of the DOD Services pursuant to this Agreement constitutes a misappropriation of any intellectual property right in the United States of America.

This section will survive any termination of this Agreement.

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

20. Limited Warranty

(a) COMPANY warrants that the Services will be performed in a good and workmanlike manner. If the Services

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

- (b) Any Hardware sold hereunder is not manufactured by COMPANY and is sold under the respective brand or trade names of third party manufacturers. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AS TO SUCH HARDWARE, AND ALL SUCH HARDWARE IS SOLD AS IS. If requested by CUSTOMER, COMPANY will use its commercially reasonable efforts to assist CUSTOMER in submitting a warranty claim to the applicable manufacturer.
- (c) COMPANY warrants, except as provided below, that the DOD Service will perform substantially in accordance with COMPANY's published product documentation for the product version currently running in the DOD Service environment. If the DOD Service does not meet the above warranty, COMPANY's sole obligation hereunder shall be to provide to CUSTOMER the Subscriber User Support Services described in section 13. COMPANY does not warrant that the functions contained in the DOD Service will operate in combination with other software which may be used by the CUSTOMER, or that the Software is free from errors in the nature of what is commonly categorized by the software industry as "bugs."

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

- 21. Non-Solicitation.** During the Term of this agreement and for twelve (12) months thereafter, CUSTOMER shall not directly or indirectly solicit or induce any employee or independent contractor of COMPANY to terminate or refrain from renewing or extending his or her employment or services with COMPANY, or employ, solicit or

induce any such employee or independent contractor to become employed by or enter into an independent contractor relationship with CUSTOMER.

22. General Terms. This Agreement constitutes the entire agreement between CUSTOMER and COMPANY with respect to the subject matter hereof and supersedes all prior agreements between CUSTOMER and COMPANY. COMPANY and CUSTOMER agree that no failure to exercise and delay in exercising any right, power, or privilege hereunder on the part of either party shall operate as a waiver of any right, power or privilege. COMPANY and CUSTOMER further agree that no single or partial exercise of any right, power, or privilege hereunder shall preclude its further exercise. In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. All notices under this Agreement shall be in writing to the addresses provided herein. This Agreement will be governed by the laws of the state of Maryland (excluding its choice of law rules). The parties agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. CUSTOMER hereby consents to jurisdiction and venue in the state courts of Maryland for any action arising out of this Agreement. Nothing in this Agreement will be construed as creating a joint venture, partnership, employment or agency relationship between CUSTOMER and COMPANY. CUSTOMER may not assign this Agreement by operation of law or otherwise, without COMPANY's written consent, which shall not be unreasonably withheld. This Agreement will be binding on, inure to the benefit of and be enforceable against CUSTOMER and COMPANY and their respective permitted successors and assignors. The terms of this Section will survive any termination of this Agreement.

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

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

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

Dossier Professional Edition with 250 maximum units

Full Named User Licenses: Five (5)

Inventory Module

Personnel Module

Vendor Management Module

Fuel and Meter Import Module

Barcode Module

Advanced Reporting Option

One (1) Trip of three (3) Days of On-Site Training provide in first year of contract**

** Please note: Travel and living expenses are in addition to the purchase price and will be billed separately at cost after the onsite visit is complete.

2. Subscription Term: Thirty-six (36) months beginning _____ and continuing until expiration on _____.

3. Subscription Fees: The DOD Service described above will be provided at a one-time activation fee of \$ 12,070.00 and at an annual subscription fee of \$ 8,820.00. If applicable, a sales order form listing your purchase and initial payment requirement, including any Professional Services you purchased, will be provided along with this contract for your convenience.

4. Additional Fees: NOT APPLICABLE

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



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

6. **Internet Service Connection & Minimum Computer Hardware:** CUSTOMER is responsible for providing Connectivity and computing equipment and/or mobile devices with the appropriate operating systems and applications as defined in the then current Dossier Systems “Systems Requirements – Dossier On-Demand” Technical Overview document for the version of Dossier software operating in the DOD Service environment. CUSTOMER acknowledges and agrees that the DOD Service must stay current with technology trends and that the supported computer/mobile device platforms will change over time. COMPANY agrees to provide a minimum of six (6) months notice before removing any operating system from the supported list.
7. **System Coordinator:** CUSTOMER agrees to appoint and maintain a “Dossier On-Demand Fleet Service Coordinator” who is authorized to act on its behalf to make authoritative decisions, to perform its user administration services and actions, and who will be COMPANY's single contact source for the Company's subscription. CUSTOMER names the following as its Coordinator: _____.
8. **Training:** COMPANY offers training services for CUSTOMER’s staff in the use of the DOD Service at additional cost. Any such training services will be provided pursuant to a separate agreement between COMPANY and CUSTOMER.



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

**City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781**

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

By: _____

By: _____

Name: _____

Name: Phil Zuccarello

Title: _____

Title: Director, Finance & Administration

Date: _____

Date: _____

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