



**City of North Port**  
**FINANCE DEPARTMENT/PURCHASING DIVISION**  
**4970 CITY HALL BLVD**  
**NORTH PORT, FLORIDA 34286**  
**Office: 941.429.7170**  
**Fax: 941.429.7173**  
**Email: [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov)**



## **NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT**

**Sole/Single Source No: SS NO. 26-94**

**Date Posted: September 16, 2026**

**Written Response Due Date: September 23, 2026**

**This is not a formal solicitation and there are no submissions required.** The proposed contract action is for product or services for which the City intends to negotiate and award with only one contractor/vendor under the authority of and in accordance with Florida State Statute 287.057(5)(c). Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

- **DESCRIPTION OF SERVICE/PRODUCT: Notice of Intent to Purchase Interactive Voice Response Software Modules for Enhanced Inspection Scheduling**
- **AMOUNT (This is an acquisition with an estimated value of): \$89,037.50**

**BRIEF DETAILED DESCRIPTION: The City of North Port intends to purchase additional modules for its existing Interactive Voice Response software system. These modules will expand the City's capabilities by introducing a text-based inspection scheduling feature, providing citizens and contractors with more convenient options for scheduling inspections. The purchase also includes a new map-based inspector scheduling module designed to improve routing efficiency and optimize daily inspection operations.**

Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, e-mail, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Procurement Manager not to compete this proposed action based on the responses to this notice is solely within the discretion and approval of the Procurement Manager and City Manager.

All sole/single source purchases exceeding the formal threshold indicated in the policies and procedures manual will require Commission Approval.

All responses must be in writing and returned to **ATTENTION: PURCHASING**, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286 or by: Fax 941-429-7173, or by e-mail [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov). Note the number of the Sole Source Information inquiry on documentation.

Information regarding this Intent may be viewed and downloaded from DemandStar's website at [www.demandstar.com](http://www.demandstar.com). Links to DemandStar are also available from the City website at [www.northportfl.gov](http://www.northportfl.gov). This Notice of Intent is posted on the City FTP site at <https://northportfl.gov/filesshare>. If you have any questions, concerns, or problems accessing this request using the link, please contact Michael White, Contract Administrator I, at 941.429.7174. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov). No verbal requests will be honored.

To: A. Jerome Fletcher, ICMA-CM, MPA, City Manager  
Through: Kaitlyn Griffin, MPA, Performance & Accountability Officer  
Eric Ryan, Information Technology Manager  
From: Jenna Showers, Project Manager  
Date: August 17, 2026  
Re: Selectron Sole Source

Juliana B. Bellia Digitally signed by Juliana B. Bellia  
Date: 2026.08.20 11:43:50 -04'00'  
Kaitlyn Griffin Digitally signed by Kaitlyn Griffin  
Date: 2026.08.19 13:30:02 -04'00'  
Eric Ryan Digitally signed by Eric Ryan  
Date: 2026.08.19 09:38:31 -04'00'  
Jenna Showers Digitally signed by Jenna Showers  
Date: 2026.08.19 09:31:15 -04'00'

This justification reflects the City's operational need to expand and continue its services with Selectron Technologies by adding Atlas Insights and SelecTXT to our already-established Selectron environment. The City currently relies on Selectron's workflow engine, database structure, inspector scheduling logic, dispatching, and communication platform. These systems are deeply embedded into our daily operations and have been configured, customized, and integrated with the City's permitting and inspection processes over many years.

Atlas Insights and SelecTXT are proprietary Selectron modules designed specifically to run on top of the existing Selectron infrastructure and data architecture that the City already maintains. Because these enhancements leverage Selectron's unique workflow engine, communication logic, and database structure, only Selectron can provide, configure, and support these additions. No third-party alternative can integrate with the City's established Selectron environment, nor can any external vendor duplicate the proprietary scheduling logic and communication framework already in place.

Replacing Selectron or shifting these capabilities to another vendor would require a complete rebuild of our inspector dispatching environment, workflow redesign, data conversion, system reintegration, and extensive staff retraining. Such a transition would be extremely costly, operationally disruptive, and result in significant downtime for essential inspection and permitting services.

The Selectron services currently in use—and the additional modules we seek to continue and expand—include:

- **Atlas Insights** – Real-time analytics and reporting built on the Selectron platform for workload management, inspection routing, schedule conflict detection, operational visibility, and performance dashboards.
- **SelecTXT** – Secure two-way SMS messaging that uses Selectron's communication engine to deliver inspection updates, dispatch changes, cancellations, citizen notifications, and automated communication workflows.
- **Inspection Dispatching & Scheduling Logic** – Proprietary workflow logic already configured for daily inspector assignment, queue management, and schedule balancing.
- **Inspector Communication Tools** – Integrated messaging, routing updates, and real-time notifications delivered within the Selectron environment used by City staff and inspectors.



# MEMO

Since all of these capabilities rely directly on Selectron’s proprietary infrastructure, workflow engine, database architecture, and communication logic—already deployed and in active use by the city—Selectron Technologies is the only vendor capable of supplying, expanding, and supporting these services.

**Sole source procurement is justified.**



# City of North Port

## Staff Summary Sheet

4970 CITY HALL BLVD  
NORTH PORT, FL 34286

Andrew  
Harrington

Digitally signed by  
Andrew Harrington  
Date: 2026.08.17  
15:08:58 -04'00'

Jenna  
Showers

Digitally signed by Jenna  
Showers  
Date: 2026.08.17  
14:59:46 -04'00'

File #: 19719

City Commission Regular  
Meeting

9/8/2026

**TO:** Honorable Mayor & Members of the North Port Commission

**FROM:** A. Jerome Fletcher II, ICMA-CM, MPA, City Manager

**TITLE:** Approve Statement of Work and the Master Services and Hosting Agreement Between Selectron Technologies, Inc and the City of North Port for Atlas Insight and SelectTXT Subscription with a Term of Five Years in the Amount Not to Exceed \$371,770, and Authorize the City Manager to Approve any Modifications or Terminations in Concurrence with this Agreement.

### Recommended Action

Option 1: Approve Statement of Work and the Master Services and Hosting Agreement Between Selectron Technologies, Inc and the City of North Port for Atlas Insight and SelectTXT Subscription with a Term of Five Years in the Amount Not to Exceed \$371,770, and Authorize the City Manager to Approve any Modifications or Terminations in Concurrence with this Agreement.

### City Commission Options

Option 1: Approve Statement of Work and the Master Services and Hosting Agreement.

#### Pros:

- Reporting data indicates a steady decline in IVR usage. Transitioning to Selectron's SelectTXT reallocates a portion of IVR funds toward a modern, scalable solution that aligns with citizens' preferred communication methods.
- Offers a faster, more convenient option for both citizens and field staff to schedule inspections.
- While adding SelectTXT represents an overall increase in costs, reducing IVR licensing expenses offsets part of the investment, making this a more efficient long-term solution than maintaining the current IVR system alone. The proposed five-year agreement totals \$156,001.24 after applicable discounts.
- Incorporates Selectron's Atlas Insight platform, which provides map-based inspector scheduling, automated workload balancing, and rapid reassignment capabilities when inspectors are unavailable. This improves operational efficiency, reduces travel time, and enhances service continuity. The proposed five-year agreement totals \$215,764.71 after applicable discounts.

#### Cons:

- Higher spending compared to the current IVR allocation, though the reduced IVR licensing helps offset these increases.
- Adoption of Atlas Insight introduces new software and process changes that require staff training and adjustment.

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Option 2: Deny Statement of Work and the Master Services and Hosting Agreement.

## Pros:

- Avoids any new contractual commitment and potential short-term cost increases.

## Cons:

- Citizens and staff would not have access to SelectTXT, eliminating a highly efficient text-based scheduling solution.
- Removes a proven, modern Selectron technology that has delivered significant time savings for inspectors in other municipalities.
- Forgoes the opportunity to reduce IVR licensing costs and reinvest those savings into a more modern, scalable communication platform.
- Prevents the City from implementing Atlas Insight, which automates scheduling, improves workload distribution, and provides real-time visibility into inspector activity-capabilities that have significantly improved efficiency in other municipalities.

**Background Information**

The City's current IVR system, implemented in 2007 for building inspection scheduling and results, has experienced a steady decline in usage. To improve operational efficiency and ensure responsible stewardship of taxpayer funds, staff recommend reducing IVR licensing costs and reallocating those resources to Selectron's SelectTXT solution. SelectTXT offers a faster, more convenient way for citizens to schedule multiple inspections via text messaging and provides Automatic Results Notification (ARN). This solution also streamlines scheduling for field staff and has been successfully adopted by other municipalities, demonstrating its effectiveness in improving customer service and operational workflows. In addition to SelectTXT, staff recommend adopting Selectron's Atlas Insight platform. Atlas Insight centralizes inspection scheduling into a single, map-based interface, enabling coordinators to assign, rebalance, and optimize inspector workloads in real time. The system automates routine scheduling tasks, reduces travel inefficiencies, and allows rapid adjustments when inspectors are out sick or on vacation. Municipalities such as Asheville, NC have reported significant reductions in manual scheduling time after implementing Atlas Insight.

## Key Points:

## IVR System Background

- Implemented in 2007 for building inspection scheduling and results.
- Usage has steadily declined over time.
- Staff recommend:
- Reducing IVR licensing costs.
- Reallocating funds to SelectTXT, which includes Automatic Results Notification (ARN).
- Incorporating Atlas Insight to modernize inspector scheduling and improve operational efficiency.

## SelectTXT Benefits

- Enables citizens to schedule multiple inspections quickly via simple text messages.
- Provides a faster, more convenient alternative to calling the IVR or using the public portal.
- Improves efficiency for field staff (e.g., inspectors) by streamlining scheduling.
- Successfully implemented in other municipalities with proven results.

## Atlas Insight Benefits

- Web-based workforce management tool that consolidates all inspection activity into a single view.
- Map-based scheduling improves route efficiency and reduces travel time.
- Automates routine scheduling tasks and supports rapid reassignment when inspectors are unavailable.

- Helps balance workloads, track inspector activity, and improve operational transparency.
- Demonstrated significant time savings in municipalities such as Asheville, NC and Oklahoma City.

This statement of work and the master services and hosting agreement has been reviewed and approved for form and correctness by the City Attorney.

**Strategic Plan Pillar**

Good Governance

**Financial Impact**

The total cost of this agreement is not to exceed \$371,770 and has been included in the adopted Development Services budget for FY 2025-26 under account number 135-2700-524.54-00. The first year will include professional services of \$21,937.50 and an annual subscription cost of \$67,100. Years two through five will follow the pricing laid out on the statement of work with the approximate cost of \$68,490 per year.

**Procurement**

Procurement of Enterprise Licenses is being made in accordance with Sec 2-407, Sole Source Guidelines of the City Procurement Code.

The Development Services Department will utilize the established internal procurement process for all purchases under these Contracts to ensure continued administrative oversight and compliance with the City procurement policies and procedures.

**Attachments:**

1. Selectron Statement of Work and the Master Services and Hosting Agreement
2. Procurement Form
3. Division of Corporation

**Prepared by:** Andrew Harrington, Business Systems Administrator  
Jenna Showers, Project Manager  
Vicki Edwards, Senior Business Administrator

**Department Director:** Alaina Ray, Development Services Director



August 17, 2026

City of North Port  
Attn: Eric Ryan  
4971 City Hall Blvd.  
North Port, FL 34286

Dear Eric,

This letter is to confirm that Selectron Technologies, Inc. (Selectron) is the sole provider and manufacturer of the *Relay Permit IVR* software. No other agency is authorized to resell, support or make modifications to these systems.

Selectron develops each *Relay IVR* solution based on specific requirements set forth by the jurisdiction and each system is unique.

Please feel free to contact me at 503-597-3316 or email me at [tlloyd@selectron.com](mailto:tlloyd@selectron.com) if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyler Lloyd", with a stylized, flowing script.

Tyler Lloyd  
Director, Business Development  
Selectron Technologies, Inc.



### **Response to Legal Request**

To: Andrew Harrington, Business Systems Administrator

From: Jesse LeVine, Assistant City Attorney *JL*

Copy: A. Jerome Fletcher II, ICMA-CM, MPA, City Manager  
Michael Fuino, B.C.S., City Attorney  
Jason Yarborough, ICMA-CM, Deputy City Manager  
Juliana B. Bellia, Assistant City Manager  
Eric Ryan, Information Technology Manager  
Jenna Showers, Project Manager  
Kaitlyn Griffin, Performance & Accountability Officer  
Lori Hollingshead, Business Operations Administrator

Date: March 9, 2026

Regarding: Master Service and Hosting Agreement with Selectron Technologies (3114)

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The above-referenced Legal Request has been reviewed.

The attached, revised Master Services and Hosting Agreement ("MSA") is legally correct as to form.

The attached, revised MSA incorporates recommended language typically found in contracts that involve governmental entities in Florida, such as clauses that incorporate required language on E-verify and non-discrimination. The original MSA Selectron provided significantly limits the City's remedies and rights of recourse in the event of litigation and creates significant carveouts on Selectron's duty to indemnify the City.

**Be advised that submission of my revisions for this MSA could result in Selectron charging the City a minimum \$9,500 "legal review fee" based on Selectron's LOU dated October 10, 2025. Please see the screenshot of page nine (9) of the LOU for confirmation.**

### **PRICING & PAYMENT INFORMATION**

The contract period begins upon execution. Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor. Pricing above is based on the use of Selectron Technologies standard agreement. All other agreements requiring legal review require a minimum \$9,500 additional fee.

This MSA is with Selectron Technologies, Inc. ("Selectron"),<sup>1</sup> an Oregon corporation registered to conduct business in the state of Florida. This MSA has a five (5) year period of performance with an amount not to exceed \$215,764.71. The City currently does business with Selectron via purchase order <sup>2</sup> ("PO") that was not competitively procured. The attached, redlined version of this MSA removes multiple sections altogether and inserts clauses that the City should have in all its contracts pursuant to Florida law. <sup>3</sup>

#### **Areas of Concern in the LOU**

- **Pricing and Payment Information; this precedes the MSA. See p. 9 of attached document.**
  - All other agreements aside from the standard agreement with Selectron that require legal review include an additional \$9,500 fee, minimum.
  - There is an hourly rate of \$225 per hour for the time of Selectron employees.
  - Payment terms are net 30 under this agreement with a 1.5% per month late fee.
  - Any disputed charges must be presented by Licensee to Selectron in writing within fifteen (15) days of the date of invoice. The parties agree to cooperate in good faith to promptly resolve any disputed invoice within fifteen (15) days of Selectron's receipt of Licensee's written notice of dispute.

#### **Areas of Concern in the MSA**

- **Section 2.2. Software Restrictions.**
  - Selectron may terminate this agreement pursuant to 11.2 and seek equitable relief for *any* violation of 2.2. This is broadly phrased; consider addition of "willful, substantial or intentional" to limit scope of liability and potential exposure for equitable remedies.
- **Section 4.5. Taxes.**
  - This clause contains an indemnification clause that creates an indemnification obligation for the City.
    - The City should not indemnify based on the provisions of F.S. 768.28.
- **Section 6. Proprietary Information.**
  - Public Records language was added to this MSA; this should be in City contracts.

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<sup>1</sup> <https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=SELECTRONTECHNOLOGIES%20F020000037820&aggregateId=forp-f02000003782-c4cb0342-64f7-4491-8731-06fc905df026&searchTerm=selectron&listNameOrder=SELECTRON%20F990000007780>

<sup>2</sup> See Invoice number 21182 dated 10/23/25. This invoice is an annual renewal for voice permits that claims a PO/Sole-source exemption.

<sup>3</sup> Examples include Florida's Public Records laws under Chapter 119, Florida's Prompt Payment Act and a clause with the statutorily required E-verify language per Florida statute 448.095.

- **Section 7 Representations and Warranties; Warranty Disclaimer.**

- **I advise against the City agreeing to Section 7.2, Section 7.3, Section 7.4 and Section 7.5.** These sections disclaim software warranties and service warranties to the maximum extent permitted by law. Furthermore, Selectron offers these services with “as-is” and “and available” warranties.
- The exclusive remedy for an issue with this section is for Selectron to use “commercially reasonable efforts” to cure the alleged warranty breach. This is bad for the City because it is ambiguously phrased and could be a point of contention within the context of litigation.
  - It also creates an extremely limited remedy for the City if Selectron breaches; once Selectron has utilized commercially reasonable efforts, the exclusive remedy has been exercised. If this does not satisfy the City, there is no other path of recourse.

- **Section 8 (Security)**

- Section 8.1 contains limitations and carveouts for Selectron’s liability regarding internet security.

- **Section 9 of MSA (Indemnification)**

- **Section 9.1** creates a very limited indemnity obligation for Selectron for certain IP claims, such as patent, copyright or trade secret.
- **Section 9.2** disclaims Selectron’s duty to indemnify City for infringement in certain circumstances.
- **Sections 9.3 through 9.6** contain language creating additional limitations on Selectron’s obligations to indemnify the City. *See p. 8-9 of MSA for full text of Section 9.*

- **Section 10. Limitation of Liability.**

- **10.1:** This section limits Selectron’s liability to the City, including Selectron’s duty to indemnify City for damages “or other economic loss arising from” the MSA.
- **10.2:** This section limits Selectron’s entire liability to an amount not to exceed the amounts actually received by Selectron from Licensee (City) in the 12 months immediately preceding the action that gave rise to a claim by City against Selectron.
  - **Under this language as written:** the City could theoretically incur damages that exceed the amounts paid to Selectron over the preceding 12 months. This means that the City would incur damages and not be able to seek full compensation.

- **Section 11. Term and Termination**

- 5 year initial term with a 90 day notice of a non-renewal. If City cancels before the end of the original term, the balance of the initial 5 year term becomes automatically due.
  - This significantly limits the City's ability to cancel without substantial cost; the balance of the costs associated with the initial 5 year term become immediately.
- **As written, there is no termination for convenience.**

- **Section 12. General Provisions**

- **Section 12.12 Export Controls:**
  - Export controls are federal laws governing the transfer of goods, services, software, and technical data to foreign persons or destinations for national security, foreign policy, or economic reasons. They cover both tangible items and technical data and apply to this agreement. It is unlikely that the City will encounter an export control scenario; however, City staff utilizing this service should be mindful of these rules and requirements thereof.

This item may have a financial impact on the City. Please verify with the Finance Department whether their review is required prior to submitting this item for Commission approval.

Please let me know if there are any questions, comments, or concerns. Any modifications to the document will necessitate further legal review.



## Master Services and Hosting Agreement

This Master Services and Hosting Agreement (this "**Agreement**") by and between Selectron Technologies, Inc., an Oregon corporation having a principal place of business at 13535 SW 72<sup>nd</sup> Avenue Suite 200, Portland, OR 97223, and its successors and assigns ("**Selectron**"), and North Port, FL, a municipal corporation of the State of Florida ("**Licensee**").

### Recitals

**Whereas**, as between Selectron and Licensee, Selectron is the owner of all rights, titles, and interest in and to certain software and materials, identified more particularly in this Agreement as the "**Licensed Software**"; and

**Whereas**, Selectron wishes to grant to Licensee, and Licensee desires to obtain from Selectron, certain rights to access and use, and to permit authorized Licensee employees to access and use the Licensed Software through Selectron's application hosting service, as more particularly described below and in accordance with the terms and conditions of this Agreement.

**Now, Therefore**, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

### Agreement

#### 1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings. Any capitalized terms used in this Agreement that are not defined in this Section 1 shall have the meaning given to them elsewhere in this Agreement.

**1.1 "Aggregate Data"** means information, data, and statistics about a group of individuals, organizations, or transactions that cannot be used to identify Licensee or a particular individual, e.g. volume, number of payments, average length of a call.

**1.2 "Authorized User"** means an employee, contractor, or subcontractor that Licensee provides with access to the Licensed Software.

**1.3 "Customer Tools"** means the Licensed Software components and interfaces that, as described in the Documentation, are designed and intended to be accessed by customers of Licensee through an application that is set up and maintained as part of the Services and/or Licensee's website.

**1.4 "Derivative Work"** shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that in the absence of a license, would infringe the Intellectual Property Rights associated with such preexisting work.

**1.5 "Documentation"** shall mean the

standard documentation for the Licensed Software, as generally provided by Selectron to its other customers.

**1.6 "End User"** shall mean Licensee's customers.

**1.7 "Intellectual Property Rights"** shall mean all rights associated with (a) patents, designs, algorithms, and other industrial property rights; (b) works of authorship, including copyrights, "moral rights", and derivative works thereof; (c) the protection of trade and industrial secrets and confidential information; (d) Trademarks (as defined herein); (e) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, divisions, continuations, renewals, extensions, divisions, and re-issuances of any of the foregoing, now existing or acquired in the future.

**1.8 "Licensed Software"** shall mean, collectively, (a) the software programs that are listed in the Scope of Work attached in Exhibit C and further described in the Statement of Work attached in Exhibit D, both of which are incorporated into and made part of the Agreement; (b) the Documentation; and (c) any Updates.

**1.9 "Licensee Data"** means structured data about and identifiable to customers of Licensee, including without limitation data about transactions between such

customers and Licensee, (a) that Licensee provides to Selectron to enable Selectron to provide the Licensed Software and the Services, (b) that Selectron collects from Licensee's customers to facilitate payments by those customers to Licensee, or (c) that Selectron otherwise collects or creates, including by automated means, in the course of performing the Services or providing the Licensed Software to Licensee.

**1.10 "PCI Data"** means Cardholder Data (including, without limitation, Primary Account Number, cardholder name, expiration date, and Service Code) and Sensitive Authentication Data (including without limitation full magnetic stripe data or the equivalent on a chip, CAV2/CVC2/CW2/CID, PINs/PIN block), as such terms are defined by the PCI Security Standards Council.

**1.11 "Security Incident"** means a breach of security resulting in an unauthorized third party gaining access to Licensee Data if (a) such breach creates a substantial risk of harm to Licensee or any individual(s) and (b) the Licensee Data was accessed in unencrypted, usable, or readable form or it is reasonably likely that the unauthorized third party has acquired or will acquire the decryption key or other means of converting the Licensee Data to readable or usable form.

**1.12 "Services"** means the outbound call management, customization, training, set-up, configuration, or other services listed in the Scope of Work and further described in the Statement of Work hereto, the Technical Support Services, and any other services Selectron provides to Licensee as described herein.

**1.13 "Technical Support Services"** means the maintenance and technical support services described in Exhibit A hereto.

**1.14 "Term"** shall have the meaning set forth in Section 11.1.

**1.15 "Trademarks"** shall mean (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; (c) such other marks and logotypes as either party may designate from time to time in writing; and (d) the goodwill connected with the use of and symbolized by any of the foregoing.

**1.16 "Updates"** shall mean any modifications, error corrections, bug fixes, new releases, or other updates

of or to Licensed Software, including the Documentation, that may be provided or otherwise made available hereunder by Selectron to Licensee during the Term.

**1.17 "Work Product"** means any and all work product, deliverables, materials, drawings, works of authorship, creative works, designs, inventions, documentation, methods, processes, techniques, software, reports, or data created or developed by Selectron in the course of performing the Services or providing the Licensed Software, excluding Licensee Data.

## **2. Grant of License; Restrictions**

**2.1 Grant of License to Use Licensed Software.** Subject to the terms and conditions of this Agreement, including the End User License Agreement ("EULA") attached hereto as Exhibit B which is incorporated into and made a part hereof, and the timely payment of all fees hereunder, Selectron hereby grants to Licensee a non-exclusive, nontransferable, nonsublicensable, limited license, during the Term, to access and use the Licensed Software solely in accordance with the Documentation and the EULA and solely for Licensee's own internal business use. Except as set forth in this Section 2.1 or the EULA, no other right or license of any kind is granted by Selectron to Licensee hereunder with respect to the Licensed Software.

**2.2 Software Restrictions.** Licensee hereby acknowledges and agrees that it shall not use the Licensed Software for any purpose other than the purpose for which Selectron has developed the Licensed Software, and that it shall use the Licensed Software in accordance with the EULA and all applicable laws, rules, and regulations. In the event of any violation of this Section 2.2 or the terms of the EULA by Licensee or any person Licensee provides with access to the Licensed Software (whether or not such person is an Authorized User), Selectron may terminate this Agreement in accordance with Section 11.2, and shall be entitled to equitable relief in accordance with Section 12.5.

**2.3 Data Restrictions.** Selectron hereby acknowledges that the Licensee Data may contain sensitive, personally-identifiable information. Selectron will not disclose Licensee Data to any third-party except as required to perform its obligations under this Agreement (e.g., transmittal of PCI Data to Licensee's designated payment gateway) and will maintain and use the Licensee Data only for purposes of performing its obligations under this Agreement. Except as otherwise expressly provided herein, Selectron will promptly delete any Licensee Data

that Licensee requests in writing to be deleted (except for data retention required by law).

#### **2.4 Rights in Aggregate Data.**

Notwithstanding Section 2.3, Selectron may, (a) during the term of this Agreement generate Aggregate Data and (b) during and after the term of this Agreement, retain, use, publish, and otherwise disclose Aggregate Data without restriction, so long as the Aggregate Data is disclosed in a form in which it cannot be used to identify Licensee or any particular individual(s).

### **3. Deliverables and Services**

**3.1 Services.** Selectron shall perform the Services described in the Scope of Work and the Statement of Work and the Technical Support Services described in Exhibit A in accordance with the terms of this Agreement.

**3.2 Delivery, Testing, and Acceptance.** All deliveries of equipment or physical goods required under this Agreement shall be F.C.A. Selectron's facilities. Selectron shall provide Licensee with the Documentation and access to the Licensed Software according to the delivery, testing, and acceptance schedule and terms and conditions set forth in the Scope of Work and the Statement of Work. Unless a testing period of different duration is set forth in the Scope of Work or the Statement of Work or Selectron otherwise agrees to a different duration, Licensee shall have a testing period of thirty (30) days from the date of delivery of any Licensed Software, including any customized Licensed Software, to inspect and test the Licensed Software. If Licensee provides Selectron with written notice during the applicable testing period describing the Licensed Software's failure to substantially comply with the limited warranty set forth in Section 7.2 in sufficient detail to enable Selectron to reproduce such failure, the Service Fees for the non-conforming Licensed Software shall be suspended until Selectron corrects any such substantial non-conformity. If Licensee does not provide such notice during the testing period, the Licensed Software shall be deemed accepted, and Licensee's sole remedy for any non-conformance shall be the Technical Support Services provided hereunder.

**3.3 Authorized Users; Licensee Identification and Passwords.** Except as provided in Section 3.4, Licensee shall not permit any person to access the Licensed Software other than Authorized Users. Each individual natural person shall be a separate Authorized User for purposes of this Agreement. Licensee shall create or request that Selectron create unique log-in credentials, consisting of a "User Identification" and "User Password",

for each individual Authorized User who shall be accessing the Licensed Software. Licensee hereby acknowledges that Licensee and its Authorized Users bear sole responsibility for protecting the confidentiality of all User Passwords and shall remain fully responsible and liable for (and Selectron shall not be responsible or liable for) any unauthorized use of any User Identifications or User Passwords. Licensee shall not share or disclose, and shall not permit any Authorized User to share or disclose, such Authorized User's log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. A User Identification may not be transferred from one Authorized User to another Authorized User. Licensee shall promptly terminate (or cause to be terminated by requesting that Selectron terminate) the User Identification for any individual who ceases to be an Authorized User for any reason, including without limitation due to termination of such individual's employment with Licensee. Licensee shall promptly notify Selectron if it discovers or suspects that any log-in credentials have been accessed or used by any person other than the Authorized User to which such log-in credentials were granted, in which case Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

**3.4 Customer Tools.** Licensee may permit its End Users to access and use the Customer Tools solely through Licensee's website and/or an application that is set up and maintained as part of the Services, and solely for the intended purpose of such Customer Tools as described in the Documentation.

**3.5 Hosting.** During the Term, Selectron and/or its designees shall host and maintain the Licensed Software, and provide access thereto, subject to the terms and conditions of this Agreement and the EULA.

**3.6 Updates, Maintenance, and Technical Support.** During the Term, Selectron shall provide Licensee with Updates as they are made generally available by Selectron to its other customers, as well as maintenance and technical support, in accordance with the terms and conditions set forth in Exhibit A. Any Update provided or made available by Selectron hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

**3.7 Other Modifications to the Licensed Software.** Licensee understands and agrees that Selectron may make modifications and updates to the Licensed Software from time to time. Selectron may determine in

its sole discretion whether to provide such modifications and updates to Licensee and its other customers as an Update hereunder, or whether such modifications and updates will be issued as a separate or new product or premium version of the Licensed Software that is available only at an additional charge.

**3.8 Further Licensee Obligations.** Licensee shall be solely responsible for acquiring and maintaining, at its own expense, the necessary equipment and Internet and telecommunication services required to access the Licensed Software and the Services. Licensee acknowledges that Selectron shall have no obligation to assist Licensee in using or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

**3.9 Additional Services Due to Security Incidents.** In the event Licensee is subject to a security breach, ransomware attack, or other incident effecting its network, hardware, data, or other systems, and such incident is not caused by Selectron or the Licensed Software and is not related to the Licensed Software, Selectron shall have no obligations under this Agreement to provide any support or assistance in responding to, investigating, mitigating, or remediating such incident. Selectron may, in its sole discretion, provide Licensee with such support or assistance, but such support or assistance is not included in the Services or Technical Support Services, and would require a separate purchase order (or equivalent documentation) and payment as agreed to by Selectron.

#### **4. Fees and Payment**

**4.1 Service Fees.** Licensee shall pay to Selectron service fees ("**Service Fees**") in the amounts and according to the terms and conditions set forth in the Scope of Work. In addition to the payment of Service Fees, unless different terms are provided for in the Scope of Work, Licensee agrees to reimburse Selectron for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Selectron in connection with the performance of any Services.

**4.2 Payment Terms.** Unless different payment terms are set forth in the Scope of Work, all fees and expenses payable hereunder shall be due thirty (30) days from the date of invoice, and any amounts not paid when due will incur late fee charges at the rate of 1.5% per month, or the maximum rate permitted by applicable law, whichever is lower, calculated on a daily basis. If any amounts are past due and outstanding, Selectron reserves

the right to suspend the licenses granted hereunder, suspend access to the Licensed Software, and discontinue the Services until all outstanding amounts are paid. Selectron is entitled to recover all costs of collection, including attorney's fees and related expenses.

**4.3 Disputed Amounts.** Any disputed charges must be presented by Licensee to Selectron in writing within fifteen (15) days of the date of invoice, and the parties agree to cooperate in good faith to promptly resolve any disputed invoice within fifteen (15) days of Selectron's receipt of Licensee's written notice of dispute. In the event Licensee disputes any amounts invoiced by Selectron in good faith, the undisputed amount shall be paid when due, and only disputed amounts shall be withheld pending resolution of the dispute. If payment of a disputed amount has already been made and later resolution of the dispute is in Licensee's favor, a credit will be issued by Selectron to Licensee on the next invoice.

**4.4 Fee Increases.** During the Initial Term, the Service Fees set forth in the Scope of Work shall apply. After the Initial Term (as defined in Section 11.1 below), Selectron may increase or change its fees by providing Licensee with notice of such increase or change at least ninety (90) days before the effective date of such increase or change. Licensee's sole alternative to such fee increase or change shall be to terminate this Agreement by providing notice of termination to Selectron within twenty (20) days after receipt of the notice of price increase or change, which termination will become effective thirty (30) days after such written notice of termination.

**4.5 Taxes.** All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Unless Licensee can provide, on Selectron's request, Selectron with certification of its then-current tax-exempt status, Licensee shall pay all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other taxes or governmental charges of any nature, including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Licensee and any services rendered to Licensee; provided, however, that Licensee shall not be responsible for paying any taxes imposed on, or with respect to, Selectron's income, revenues, gross receipts, personnel, or real or personal property or other assets.

#### **5. Proprietary Rights**

As between Selectron and Licensee, Selectron and/or its licensors own and shall retain all right, title and

interest, including, without limitation, all Intellectual Property Rights in and to the Licensed Software and any Work Product resulting from performance of the Services and any portions thereof, including without limitation any copy or Derivative Work of the Licensed Software (or any portion thereof) and any Updates and upgrades thereto. Licensee agrees to take any action reasonably requested by Selectron to evidence, maintain, enforce, or defend the foregoing. Licensee shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Selectron's or its licensors' ownership of and rights with respect to the Licensed Software or Service, or any Derivative Work or Update or upgrade thereto. The Licensed Software and any Work Product are licensed, not sold, and Licensee shall have only those rights in and to the Licensed Software and Work Product and any Derivative Work or Update or upgrade thereto as are expressly granted to it under this Agreement, including the EULA.

## **6. Proprietary Information**

During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the disclosing party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's express prior written consent; provided, however, that each party (the "**receiving party**") may disclose Proprietary Information of the other party (the "**disclosing party**") (a) to such receiving party's employees, directors, officers, contractors, and agents (collectively, "**Representatives**") who have a need to know such information and who have been advised of and have agreed to comply with the confidentiality restrictions contained in this Section 6 and (b) to such third parties as are authorized or directed by the disclosing party in writing. Each party shall be responsible and liable for the actions and omissions of its Representatives. "**Proprietary Information**" belonging to a disclosing party includes, but is not limited to, such disclosing party's (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding its plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of employees, and (d) other information about or belonging

to such disclosing party that the receiving party should reasonably know, due to the nature of the information or the circumstances surrounding its disclosure, is regarded by the disclosing party as confidential. Proprietary Information includes reports, analyses, notes, and other information or materials that contain or are derived using the disclosing party's Proprietary Information, even if developed in whole or in part by the receiving party.

For clarity, information about the Licensed Software, including information about its features, functionality, and pricing, are and shall remain the Proprietary Information of Selectron. For further clarity, Licensee Data is and shall remain the Proprietary Information of Licensee.

Notwithstanding the foregoing, information will not be considered to be Proprietary Information if (a) it is readily available to the public other than by a breach of this Agreement; (b) it has been rightfully received by the receiving party from a third party without confidentiality limitations; (c) it has been independently developed by the receiving party without reference to or use of the disclosing party's Proprietary Information; or (d) it was rightfully known to the receiving party prior to its first receipt from the disclosing party. The receiving party shall be entitled to disclose the disclosing party's Proprietary Information if required by law or a judicial order; provided that the receiving party first provides prompt notice of the required disclosure to the disclosing party, and complies with any protective or similar order obtained by the disclosing party limiting the required disclosure.

Nothing in this Section 6, Proprietary Information, shall prevent either party from complying with Florida's public records laws.

**IF THERE ARE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO SELECTRON'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270, [publicrecordsrequest@northportfl.gov](mailto:publicrecordsrequest@northportfl.gov)** Selectron's failure to make good faith efforts to comply with the requirements of Florida's Public Records Law constitutes a breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.

## **7. Representations and Warranties; Warranty Disclaimer.**

**7.1 Mutual Representations.** Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (a) is within its corporate, municipal, or governmental powers, as the case may be (b) has been duly authorized by all necessary corporate, municipal, or governmental action on such party's part, and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any law, regulation, judgment, decree or order, or any contract, agreement, or other undertaking, applicable to such party.

**7.2 Limited Software Warranty and Exclusive Remedy.** Subject to the limitations set forth in this Agreement, Selectron represents and warrants to Licensee that the Licensed Software, when used in accordance with the Documentation, shall throughout the Term substantially conform to the functional specifications in such Documentation. If Licensee finds what it reasonably believes to be a failure of the Licensed Software to substantially conform to the functional specifications in the Documentation, and provides Selectron with a written report that describes such failure in sufficient detail to enable Selectron to reproduce such failure, Selectron shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Licensee in accordance with Exhibit A hereto. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, SELECTRON PROVIDES THE LICENSED SOFTWARE TO LICENSEE "AS IS" AND "AS AVAILABLE." SELECTRON MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SELECTRON, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. This Section states the entire liability of Selectron and the sole and exclusive remedy of Licensee with respect to any breach of the foregoing express warranty.

**7.3 Limited Services Warranty and Exclusive Remedy.** Subject to the limitations set forth in this Agreement, Selectron warrants that the Services shall be performed in a professional and workmanlike manner. Selectron's sole obligation, and Licensee's exclusive remedy for breach of the foregoing warranty, is that Selectron shall use its commercially reasonable efforts to re-perform the Services or otherwise cure such breach. If, in Selectron's sole judgement, curing the breach is not commercially feasible, Selectron shall credit Licensee for a

portion of the fees allocable to the affected period of time that is proportionate to the period the Services or Licensee's ability to access or use the Licensed Software was impaired.

**7.4 Disclaimer of Other Warranties.** THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION **Error! Reference source not found.** AND SECTION **Error! Reference source not found.** CONSTITUTE THE ONLY WARRANTIES MADE BY SELECTRON WITH RESPECT TO THE LICENSED SOFTWARE AND THE SERVICES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SELECTRON DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE LICENSED SOFTWARE SHALL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN SECTION **Error! Reference source not found.** AND SECTION **Error! Reference source not found.** OF THIS AGREEMENT.

**7.5 Defects Not Covered by Warranties.** Selectron shall have no obligations under Section 7.2 to the extent any nonconformance or failure of, or error in, the Licensed Software is caused by (a) use of any attachment, feature, hardware, software, or device in connection with the Licensed Software, or combination of the Licensed Software with any other materials or service, unless the combination is performed by Selectron; (b) transportation, neglect, misuse, or misapplication of the Licensed Software, or any use of the Licensed Software that is not in accordance with this Agreement, the EULA, and/or the Documentation; (c) alteration, modification, or enhancement of the Licensed Software, except as may be performed by Selectron; (d) failure to provide a suitable use environment for all or any part of the Licensed Software; or (e) failure to maintain systems and environments that are compatible with Updates.

## **8. Security**

**8.1 Internet Security.** Selectron's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. Licensee is solely responsible for the security and integrity of information it transfers from the Licensed Software, if any. Selectron makes no representations or warranties to Licensee regarding (a) the security or privacy of Licensee's network environment, or (b) any non-Selectron third-party technologies' or services' ability to meet Licensee's security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Licensee is solely responsible for ensuring a secure environment for information it transfers from the Licensed Software, if any. Further, Licensee acknowledges and agrees that Selectron does not operate or control the Internet and that Selectron shall have no responsibility or liability in connection with a breach of security or privacy regarding the Licensed Software or information contained therein that is caused by (a) viruses, worms, Trojan horses, or other undesirable data or software; (b) unauthorized users, e.g., hackers; or (c) any other third party or activity beyond Selectron's reasonable control; in each of the foregoing cases, except to the extent caused by Selectron's breach of Section 8.4 or 8.5.

**8.2 Remote Access Security.** The parties acknowledge that, to facilitate providing the Services and the Licensed Software, Selectron and Licensee shall regularly transfer Licensee Data to each other, and Selectron may require remote access capability to Licensee's network. This could be required for support of onsite software, or to enable access to required local data. Together, the parties will make good faith efforts to determine the best access method, as approved by Licensee's IT and security staff. Regardless of what method is used to provide remote access, or which party provides remote access software, each party will take reasonable precautions to secure their network environment and will be responsible for maintaining the security of the system components, network environment, and data transfer procedures. Selectron makes no representations or warranties to Licensee regarding the remote access software's ability to meet Licensee's security or privacy needs. Selectron also makes no recommendation for any specific package or approach with regard to security. Licensee is solely responsible for ensuring a secure network environment.

**8.3 Outbound Services Disclaimer.** Outbound services are intended to create additional methods of communication for Licensee's employees who

use the Licensed Software in support of existing processes. These services are not intended to replace all interaction with Licensee's End Users or Authorized Users. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Licensee acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Licensed Software, and Licensee acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Selectron, and that Licensee forever releases Selectron from any and all liability caused by (a) any failed call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; (b) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder; or (c) if Licensee, Authorized Users, or End Users suffer injury or damage due to the failure of outbound services to operate, even though Licensee does not know what or how extensive those injuries or damages might be, unless such losses were directly attributable to Selectron's gross negligence or willful misconduct.

**8.4 Privacy and Security Standards.** Selectron agrees that it will gather, collect, receive, generate, store, use, maintain, transmit, process, import, export, transfer and disclose the Licensee Data substantially in compliance with applicable data protection, security, breach notification and privacy laws, rules, regulations and industry standards to which Selectron is subject. Selectron shall, at all times, use reasonable measures to protect the confidentiality of the Licensee Data in its possession or care, including technical, administrative, and physical safeguards that are appropriate given the nature of the Licensee Data.

**8.5 PCI Compliance.** Selectron warrants that, during the Term of this Agreement, (a) all system components, people, processes, and the cardholder data

environment that are used in Selectron's collection, transmittal, or other processing of PCI Data on behalf of Licensee are and shall remain compliant with the then-current payment card industry standards as published by the PCI Security Standards Council or its successor; and (b) Selectron's then-current payment processor is and shall remain compliant with PA-DSS or its successor standard. On an annual basis or upon Licensee's request, Selectron shall provide Licensee with an Attestation of Compliance or Attestation of Validation confirming such compliance.

**8.6 Incident Response.** In the event Selectron becomes aware of a confirmed or suspected Security Incident involving the unauthorized disclosure or theft of PCI Data or personal information, Selectron shall (a) notify Licensee within seventy-two (72) hours, (b) cooperate in any investigation, (c) promptly take reasonable measures to prevent further unauthorized access or use of the Licensee Data, (d) cooperate with Licensee's notification to affected individuals if such notification is required by applicable law or regulation, and (e) perform all such other acts, or cooperate with Licensee's performance of all such other acts, that are required with respect to such Security Incident by applicable law or regulation. Licensee will notify Selectron of any security incidents Licensee suffers within seventy-two (72) hours, and shall provide Selectron with all information reasonably necessary for Selectron to understand any effects the incident may have on Selectron, the Licensed Software, or the services provided under this Agreement.

**8.7 Limited Scope of PCI Data Processing.** The parties acknowledge that Selectron's sole processing of PCI Data on behalf of Licensee shall consist of (a) collecting PCI Data needed to facilitate payments to Licensee, (b) transmitting such PCI Data to a third party payment gateway designated by Licensee, and (c) receiving confirmation via the payment gateway that the payment transaction has been completed. After transmittal of PCI Data to the payment gateway, Selectron will not retain, store, or continue to use or process such PCI Data.

**8.8 No Other Data Security Terms.** This Agreement contains the sole and exclusive terms with respect to data security, network access, and information privacy that apply to the Licensed Software. All other terms not contained in this Agreement are of no force or effect on Selectron.

**8.9 Licensee's Privacy Practices.** Licensee acknowledges that the Licensee Data includes information

about individuals with whom Licensee, rather than Selectron, has direct relationships. Therefore, it is Licensee's obligation, and not Selectron's obligation, to provide any privacy notices or disclosures to, and obtain any consent from, such individuals as may be required by applicable law with respect to processing of the Licensee Data by Selectron on Licensee's behalf. Licensee represents, warrants, and covenants to Selectron that (a) Licensee has the authority to transmit the Licensee Data to Selectron; and (b) Selectron's collection, storage, transmittal, and other processing of the Licensee Data on behalf of Licensee, as described in the Documentation and this Agreement, does not and will not violate any applicable laws, regulations, ordinances, contracts, policies, orders, or decrees to which Licensee is subject.

## **9. Indemnification**

**9.1 Infringement Indemnity Obligations of Selectron.** Selectron shall defend any action brought against Licensee to the extent it is based on a third party claim that use by Licensee of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes or misappropriates any valid United States patent, copyright, or trade secret. Selectron shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Licensee in such action that are attributable to such claim. Licensee agrees to promptly notify Selectron of any known or suspected infringement or misappropriation of Selectron's proprietary rights of which Licensee becomes aware. Should the Licensed Software become, or be likely to become in Selectron's opinion, the subject of any claim of infringement, Selectron may, at its option (a) procure for Licensee the right to continue using the potentially infringing materials; (b) replace or modify the potentially infringing materials to make them non-infringing; or (c) terminate this Agreement and provide Licensee with a refund equal to the set-up fees paid by Licensee, less an amount equal to the depreciated portion of such fees calculated on a five (5) year straight-line basis. **This Section 9.1 states the entire liability of Selectron and the exclusive remedy of Licensee with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.**

**9.2 Infringement Exclusions.** Selectron shall have no liability for any claim based upon (a) the use, operation, or combination of the Licensed Software with non-Selectron programs, data, equipment, or documentation if liability would have been avoided but for

such use, operation, or combination; (b) use of other than the then-current, unaltered version of the Licensed Software that incorporates all Updates; (c) Licensee's or its agents' or Employees' activities after Selectron has notified Licensee that Selectron believes such activities may result in infringement; (d) any modifications to or markings of the Licensed Software that are not specifically authorized in writing by Selectron; (e) any third party software; (f) any Licensee Data; or (g) Licensee's breach or alleged breach of this Agreement.

**9.3 Security Related Indemnity Obligations of Selectron.** If an investigation performed by a qualified third party forensic investigator confirms that a Security Incident was caused solely by an act or omission of Selectron, including any security vulnerability in system components, procedures, or environments owned or controlled by Selectron, then Selectron shall defend, indemnify, and hold harmless Licensee for, from and against all liabilities, costs, damages, fines, penalties, and expenses (including reasonable attorney's fees) incurred by Licensee as a result of such Security Incident, including the reasonable costs of investigation and reasonable costs of notification to affected individuals and providing credit monitoring or other fraud prevention services, but only to the extent such notification, credit monitoring, or other fraud prevention services are required by applicable laws, regulations, a court order or consent decree, or the terms of a settlement and release of claims arising from such Security Incident that Selectron has consented to (collectively, "**Losses**").

**9.4 Security Related Exclusions.** Selectron shall have no liability or obligation to defend or indemnify Licensee with respect to any Losses caused by Licensee's breach of Sections 8.8 or 8.9 or any Security Incident to the extent caused in whole or in part by an act or omission of Licensee or any third party (other than Selectron's subcontractors) or any of their affiliates, employees, directors, officers, agents, or contractors (other than Selectron), including without limitation any of the following acts or omissions: (a) their loss of control of any device, (b) their failure to maintain the confidentiality of log-in credentials, (c) their transmission of data via methods that are not secure, (d) their failure to maintain systems and environments that are compatible with any Update, (e) their violation of the applicable terms of this Agreement or any applicable laws, regulations, or industry standards, or (f) any vulnerability in their environment, systems, hardware, software, or physical or administrative security safeguards or procedures, including without limitation any vulnerability in the file transfer protocol

maintained by Licensee pursuant to Section 8.8.

**9.5 Conditions for Indemnification.** Selectron's indemnification obligations hereunder shall apply only if (a) Licensee notifies Selectron in writing of a claim promptly upon learning of or receiving the same; and (a) Licensee provides Selectron with reasonable assistance requested by Selectron, at Selectron's expense, for the defense and settlement, if applicable, of any claim. Licensee's failure to perform any obligations or satisfy any conditions under this Section 9.5 shall not relieve Selectron of its obligations hereunder except to the extent that Selectron can demonstrate that it has been materially prejudiced as a result of such failure.

**9.6 Control of Defense.** After receipt of notice of a claim, Selectron shall be entitled, if it so elects, at its own cost, risk and expense (a) to take control of the defense and investigation of such lawsuit or action; and (ii) to employ and engage attorneys of its own choice to handle and defend the same; *provided, however*, that Licensee's consent shall be required for any settlement that does not include a full release of all claims. If Selectron fails to assume the defense of such claim within ten (10) business days after receipt of notice of the claim, Licensee will (upon delivering notice to such effect to Selectron) have the right to undertake, at Selectron's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of Selectron; provided, however, that such claim shall not be compromised or settled without the written consent of Selectron. The party that assumes control of the defense of the claim will keep the other party reasonably informed of the progress of any such defense, compromise or settlement. Notwithstanding the foregoing, Licensee shall be entitled to conduct its own defense at the cost and expense of Selectron if Licensee establishes that the conduct of its defense by Selectron would reasonably be likely to prejudice materially Licensee due to a conflict of interest between Licensee and Selectron; and provided further that in any event, Licensee may participate in such defense at its own expense.

## **10. Limitation of Liability**

**10.1 Limited Remedy.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SELECTRON OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR, OR BE OBLIGATED TO INDEMNIFY LICENSEE FOR, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL,

INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF SELECTRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED.

**10.2 Maximum Liability.** Notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Selectron's entire liability arising from or relating to this Agreement or the subject matter hereof, under any legal theory (whether in contract, tort or otherwise), shall not exceed two times the contract value FOUR HUNDRED THIRTY-ONE THOUSAND FIVE HUNDRED TWENTY-NINE DOLLARS AND FORTY-TWO CENTS (**\$431,529.42**). Licensee acknowledges that the Service Fees reflect the allocation of risk set forth in this Agreement and that Selectron would not enter into this Agreement without the limitations on liability as set forth in this Agreement.

## **11. Term and Termination**

**11.1 Term.** The term of this Agreement shall commence on the Effective Date and continue for an initial period of five (5) years therefrom (the "**Initial Term**"), and shall automatically renew for successive one (1) year periods unless either party notifies the other of its intention not to renew at least ninety (90) days before the end of the then-current term (collectively, the "**Term**"). If Licensee cancels prior to the end of the Initial Term of five (5) years, all fees for the Initial Term of this agreement that are unpaid will become immediately due.

**11.2 Termination for Default.** If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within sixty (60) calendar days after written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of sixty (60) calendar days, the defaulting party institutes within the sixty (60) day-period substantial steps necessary to remedy the default and thereafter diligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, Selectron may immediately suspend any Authorized User or End User's access to the Licensed Software and Customer Tools if Selectron determines in its reasonable discretion that such Authorized User or End User's use of or access to the Licensed Software and/or Customer Tools breaches this Agreement, violates applicable law, or could cause harm to the Licensed

Software or interfere with Selectron's control over the Licensed Software or its ability to provide the Licensed Software to other customers. If Licensee fails to cure the foregoing breach or concern within seventy-two (72) hours, Selectron may terminate the Authorized User or End User's access to the Licensed Software and Customer Tools. Licensee shall notify Selectron within twenty-four (24) hours of Licensee's becoming aware of any breach (other than by Selectron) of the terms and conditions of this Agreement, including, without limitation, any breach of Sections 2.2, 5 or 6.

**11.3 Termination for Bankruptcy.** Either party may terminate this Agreement if the other party (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

**11.4 Effect of Termination.** Upon the expiration or termination of this Agreement, all rights and licenses granted to Licensee hereunder shall immediately and automatically terminate. Within ten (10) days after any termination or expiration of this Agreement, Licensee shall, at its sole expense, return to Selectron (or destroy, at Selectron's sole election) all Licensed Software and Proprietary Information of Selectron (and all copies, summaries, and extracts thereof) then in the possession or under the control of Licensee and its current or former employees. Licensee shall furnish to Selectron an affidavit signed by an officer of Licensee certifying that, to the best of its knowledge, such delivery or destruction has been fully effected. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity, and shall not relieve either party of liability for breaches occurring prior to the effective date of such termination. Any provisions that would reasonably be expected by the parties to survive termination of this

Agreement shall survive such termination, including without limitation the provisions of the EULA and Sections 1 ("Definitions"), 2.2 ("Software Restrictions"), 2.3 ("Data Restrictions"), 2.4 ("Rights in Aggregate Data"), 4 ("Fees and Payment") (with respect to amounts accrued but as yet unpaid), 5 ("Proprietary Rights"), 6 ("Proprietary Information"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8 ("Security"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11 ("Term and Termination") and 12 ("General Provisions").

#### **11.5 Termination for Non-Appropriation.**

Selectron acknowledges that the continuation of this Agreement beyond a single fiscal year is contingent on the appropriation of sufficient funds by Licensee. If Licensee fails to appropriate sufficient funds for any fiscal year under the Term of this Agreement, then Licensee may terminate the Agreement upon written notice to Selectron. If the Agreement is terminated due to non-appropriation, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Selectron shall have no obligation to perform under the Agreement if Licensee doesn't appropriate sufficient funds or otherwise doesn't pay the Service Fees for the applicable fiscal year. For avoidance of doubt, all amounts paid are nonrefundable.

### **12. General Provisions**

**12.1 Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (on the earliest of)

(a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt; or (c) upon receipt three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to the address set forth on the signature page below (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 12.1).

**12.2 Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the state where Licensee is physically located, without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any dispute regarding this Agreement must be brought in the state or federal courts located in the state where Licensee is physically located.

**12.3 Construction.** This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

**12.4 Injunctive Relief.** In the event that Licensee breaches any provision of the EULA or Sections 2, 5, or 6 or any other material provision of this Agreement, Licensee acknowledges and agrees that there may be no adequate remedy at law to compensate Selectron for such breach, that any such breach may result in irreparable harm to Selectron that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Selectron shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond or other security), in addition to whatever remedies Selectron may have at law, in equity, under this Agreement, or otherwise.

**12.5 Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder, operate as a waiver of any right or remedy.

**12.6 Severability.** If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, and reformed without further action by the parties, to the extent necessary to make such provision valid and enforceable. Without limiting the generality of the foregoing, Licensee agrees that Section 7.4 will remain in effect notwithstanding the unenforceability of any other provision hereof.

**12.7 Independent Contractor Relationship.** Selectron's relationship with Licensee will be that of independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or employer-employee relationship. Licensee is not an agent of Selectron and is not authorized to make any representation, contract, or

commitment on behalf of Selectron, or to bind Selectron in any way. Selectron is not an agent of Licensee and is not authorized to make any representation, contract, or commitment on behalf of Licensee, or to bind Licensee in any way. Selectron will not be entitled to any of the benefits that Licensee may make available to its employees, such as group insurance, profit sharing, or retirement benefits.

**12.8 Force Majeure.** Except for the payment of monies due hereunder, neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, terrorist attacks, errors in Licensee or End User uploads, telecommunication, internet, or other network "brownouts" or failures, power failures, epidemics or pandemics, and any national or regional emergencies or acts of civil or military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance and to mitigate the harm or damage caused by such delay.

**12.9 Public Announcements.** Selectron shall have the right to use Licensee's name as a customer reference, and to use Licensee's trade name on Selectron's customer lists.

**12.10 U.S. Government Rights.** The Licensed Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Licensed Software are licensed to any U.S. Government End Users (i) only as a commercial item and (ii) with only those rights as are granted to all other End Users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 13535 SW 72<sup>nd</sup> Ave, Suite 200, Portland OR 97223, USA. This Section, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

**12.11 Use By Other Government Entities.** The parties agree that, in the event that Licensee is a

governmental entity, all other state and local governments within Licensee's state may purchase a license from Selectron to use the Licensed Software under the same terms and conditions as set forth in this Agreement by entering into a master services and hosting agreement with the same terms and conditions as set forth herein with Selectron.

**12.12 Export Controls.** The Licensed Software is subject to the export control laws of the United States and other countries. Licensee may not export or re-export the Licensed Software, unless Licensee has first obtained Selectron's prior written permission and the appropriate United States and foreign government licenses, at Licensee's sole expense. Licensee must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Licensed Software. None of the Licensed Software may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Licensee further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

**12.13 Captions and Section Headings.** The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

**12.14 Counterparts.** This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

**12.15 Modification; Subsequent Terms.** No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Selectron and Licensee. To the extent that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the Agreement ("Subsequent

Terms”) differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof. The terms on any purchase order or similar document submitted by Licensee to Selectron will not modify the terms and conditions of this Agreement.

**12.16 Non-Discrimination.** The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Contractor must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual’s race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

**12.17 E-Verify System.** During the term of this Contract, the Contractor must be registered with and use

the Department of Homeland Security E-Verify System as required by Florida Statutes Section 448.095, Employment Eligibility, including but not limited to verifying the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor must maintain a copy of the affidavit for the duration of the Contract.

**12.18 Entire Agreement; Amendment.** This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes (a) all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

**SIGNATURE PAGE(S) TO FOLLOW; SPACE INTENTIONALLY LEFT BLANK**

**SELECTRON TECHNOLOGIES, INC.**

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

Name: Todd A. Johnston

Title: President

Date: \_\_\_\_\_

Address: 13535 SW 72<sup>nd</sup> Avenue Suite 200  
Portland, OR 97223

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 202\_\_ .

**CITY OF NORTH PORT, FLORIDA**

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

**ATTEST**

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

**APPROVED AS TO FORM AND CORRECTNESS**

\_\_\_\_\_  
MICHAEL FUINO, B.C.S.  
CITY ATTORNEY

| <b>EXHIBIT TABLE</b> |                                   |
|----------------------|-----------------------------------|
| <b>Exhibit A</b>     | Maintenance and Technical Support |
| <b>Exhibit B</b>     | End User License Agreement (EULA) |
| <b>Exhibit C</b>     | Scope of Work                     |
| <b>Exhibit D</b>     | Statement of Work                 |

## EXHIBIT A

### Maintenance and Technical Support

This Exhibit describes the software maintenance and support services that Selectron shall provide for Licensee.

#### I. Definitions

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

**A. "Error"** means any failure of the Licensed Software to conform in any material respect with the Documentation.

**B. "Error Correction"** means either a bug fix, patch, or other modification or addition that brings the Licensed Software into material conformity with the Documentation.

**C. "Priority A Error"** means an Error that renders Licensed Software inoperative or causes a complete failure of the Licensed Software, as applicable.

**D. "Priority B Error"** means an Error that substantially degrades the performance of Licensed Software, as applicable, or materially restricts Licensee's use of the Licensed Software, as applicable.

**E. "Priority C Error"** means an Error that causes only a minor impact on Licensee's use of Licensed Software, as applicable.

#### II. Error Reporting and Resolution

**A. Error Reporting.** Selectron shall provide Licensee with telephone customer support twenty-four (24) hours per day, seven (7) days per week for the reporting of Priority A Errors, and telephone support during Selectron's normal business hours for the reporting of Priority B and Priority C Errors, in each event excluding Selectron holidays.

**B. Licensed Software Error Resolution.** Selectron shall use commercially reasonable efforts to: (a) notify its applicable vendors of all Licensed Software Errors properly reported by Licensee in accordance with Section II(A) of this Exhibit A; (b) make available to Licensee any Error Corrections that are made available by such vendor(s) to Selectron promptly after such Error Corrections are delivered to Selectron; and (c) update Licensee with respect to the progress of the resolution of all Licensed Software Errors.

**C. Error Resolution.** Licensee shall report all Errors in the Licensed Software to Selectron in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring, and shall reasonably classify the Error as a Priority A, B, or C Error. Selectron shall use commercially reasonable efforts to correct any Error in the Licensed Software reported by Licensee, in accordance with the priority level actually assigned by Selectron to such Error, as follows:

**1. Priority A Errors.** In the event of a Priority A Error, Selectron shall, within two (2) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within twenty-four (24) hours of receiving Licensee's report of such Error, and an Error Correction within forty-eight (48) hours of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every eight (8) hours) on the status of the Error Correction.

**2. Priority B Errors.** In the event of a Priority B Error, Selectron shall, within six (6) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within forty-eight (48) hours of receiving Licensee's report of such Error, and an Error Correction within six (6) business days of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every twelve (12) hours) on the status of the Error Correction.

**3. Priority C Errors.** In the event of a Priority C Error, Selectron shall, within two (2) business days of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within six (6) business days of receiving Licensee's report of such Error, and an Error Correction within three (3) weeks of receiving Licensee's report. Selectron shall provide Licensee with periodic reports on the status of the Error Correction.

**EXHIBIT B**  
**SELECTRON TECHNOLOGIES, INC.**  
**END USER LICENSE AGREEMENT**

This End User License Agreement (this “**EULA**”) is part of a Master Services and Hosting Agreement (the “**Master Agreement**”) between Selectron Technologies, Inc., an Oregon corporation (“**Selectron**”, “**we**”, “**our**”, or “**us**”) and the person or entity identified in the Master Agreement as the Licensee purchasing Services from us (“**Licensee**”). This EULA governs use by Licensee and all natural persons to whom Licensee provides access to the Licensed Software (each, an “**Authorized User**”). In this EULA, unless the context clearly indicates otherwise, all references to “**you**,” or “**your**” means both the Licensee and the Authorized User. All capitalized terms used but not defined in this EULA have the meanings given to them in the Master Agreement.

SELECTRON PROVIDES THE LICENSED SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, SELECTRON WILL NOT AND DOES NOT LICENSE THE LICENSED SOFTWARE TO YOU, AND YOU MUST NOT USE OR ACCESS THE SOFTWARE.

**1. License Grant.** Subject to your strict compliance with this EULA, Selectron hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Licensed Software solely in accordance with the Documentation, the Master Agreement, and this EULA, for Licensee's internal business purposes. The foregoing license will terminate immediately on the earlier to occur of:

- (a) the expiration or earlier termination of the Master Agreement between Selectron and Licensee; or
- (b) your ceasing to be authorized by Licensee to use the Licensed Software for any or no reason.

**2. Scope of License.** Subject to and conditioned upon Licensee's timely payment of the fees set forth in the Master Agreement and your strict compliance with all terms and conditions set forth in this EULA and the Master Agreement, you have a limited right and license to:

- (a) Use and access the Licensed Software in accordance with this EULA and the Documentation, solely for Licensee's internal business purposes.
- (b) Download, display, and use the Documentation, solely in support of Licensee's use and access of the Licensed Software in accordance herewith.
- (c) Download, display, copy, use, and create derivative works of reports and structured data generated using the Licensed Software, solely for Licensee's internal business purposes.

**3. Copies.** All copies of the Licensed Software and Documentation made by you:

- (a) Will be the exclusive property of Selectron;
- (b) Will be subject to the terms and conditions of the Master Agreement and this EULA; and

(c) Must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

**4. Use Restrictions.** You shall not, directly or indirectly:

(a) Use the Licensed Software beyond the scope of the license granted in the Master Agreement and Section 2 of this EULA;

(b) Copy all or any portion of the Licensed Software, except as expressly permitted in Section 2 of this EULA;

(c) Decompile, disassemble, decode, or otherwise reverse engineer the Licensed Software, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Licensed Software or any portion thereof;

(d) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or any part thereof;

(e) Provide any other person, including any subcontractor, independent contractor, affiliate, service provider, or other employee of Licensee, with access to or use of the Licensed Software, except as expressly permitted by the Master Agreement or this EULA;

(f) Distribute, disclose, market, rent, lease, lend, sell, timeshare, sublicense, assign, distribute, pledge, publish, transfer or otherwise make available the Licensed Software or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service, except as expressly permitted by the Master Agreement or this EULA;

(g) Use the Licensed Software for the commercial or other benefit of a third party;

(h) Permit the Licensed Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party;

(i) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices, legends, symbols, or labels appearing on or in the Licensed Software, including any copy thereof;

(j) Perform, or release the results of, benchmark tests or other comparisons of the Licensed Software with other software or materials;

(k) Incorporate the Licensed Software or any portion thereof into any other materials, products, or services, except as expressly permitted by the Master Agreement or this EULA;

(l) Use the Licensed Software for any purpose other than in accordance with the terms and conditions of this EULA and the Master Agreement.

(m) Use the Licensed Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including (i) power generation systems; (ii) aircraft navigation or communication systems, air traffic control systems or any other transport management systems; (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications or

any police, fire or other safety response systems; (iv) military or aerospace applications, weapons systems or environments;

(n) Use the Licensee Data or the Licensed Software in any way that is fraudulent, misleading, or in violation of any applicable laws or regulations (including federal, state, local, and international laws and regulations), including but not limited to export or import control laws, information privacy laws, and laws governing the transmission of commercial electronic messages; or

(o) Use the Licensed Software for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Selectron's commercial disadvantage.

**5. Collection and Use of Information.** Selectron may, directly or indirectly through the services of others, including by automated means and by means of providing maintenance and support services, collect and store information regarding your use of the Licensed Software, its performance, the equipment through which the Licensed Software accessed and used, such as dates and times of use by each Authorized User, activities conducted using the Licensed Software, the type of web browser used to access the Licensed Software, the operating system/platform you are using, your IP address, and your CPU speed. You agree that the Selectron may use such information for any purpose related to the Licensed Software, including but not limited to improving the performance of the Licensed Software, developing Updates, and verifying compliance with the terms of this Agreement and enforcing Selectron's rights, including all intellectual property rights in and to the Licensed Software.

**6. Intellectual Property Rights.** You acknowledge that the Licensed Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Licensed Software under this EULA or the Master Agreement, or any other rights to the Licensed Software other than to use the Licensed Software in accordance with the license granted under this EULA and the Master Agreement, subject to all terms, conditions and restrictions contained therein and herein. Selectron reserves and shall retain its entire right, title and interest in and to the Licensed Software and all intellectual property rights arising out of or relating to the Licensed Software, subject to the licenses expressly granted in the Master Agreement and this EULA. You shall use commercially reasonable efforts to safeguard all Licensed Software (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.

**7. Login Credentials.** You, the Authorized User, shall not share or disclose your log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. If you discover or suspect that log-in credentials of any Authorized User have been accessed or used by anyone other than the individual to whom such log-in credentials were originally granted, you will promptly notify Selectron, and Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

**8. Export Regulation.** The Licensed Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Licensed Software to, or make the Licensed Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software available outside the US.

**9. Governing Law.** This EULA shall be governed by and construed in accordance with the internal laws of the state where Licensee is physically located without giving effect to any choice or conflict of law provision or rule (whether of the state where Licensee is physically located or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state where Licensee is physically located.

**Exhibit C**  
**Scope of Work**

City of North Port, FL

Atlas Insight & Atlas Up Next - 25 Inspectors

**Five-Year Commitment Summary**

|                                  | Year 1             | Year 2             | Year 3             | Year 4             | Year 5             |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| PROFESSIONAL SERVICES TOTAL      | \$21,937.50        |                    |                    |                    |                    |
| ANNUAL FEES TOTAL                | \$37,600.00        | \$38,165.50        | \$38,747.97        | \$39,347.90        | \$39,965.84        |
| <b>TOTAL - 5-YEAR COMMITMENT</b> | <b>\$59,537.50</b> | <b>\$38,165.50</b> | <b>\$38,747.97</b> | <b>\$39,347.90</b> | <b>\$39,965.84</b> |
| <b>\$59,537.50</b>               |                    |                    |                    |                    |                    |

|                                            |                     |
|--------------------------------------------|---------------------|
| <b>5-YEAR TOTAL:</b>                       | <b>\$215,764.71</b> |
| <b>Total Cost Per Inspector Per Month:</b> | <b>\$143.84</b>     |

The proposed Atlas solutions offer value including but not limited to:

**Free Up Staff Resources & Increase Office Efficiency:**

- Proven to reduce inspection assignment time by up to 50% (or more) within the first few months of implementation (*Atlas Insight*)
- Optimized efficiency increases time back to supervisors (*Atlas Insight*)
- Selectron hosted solution frees up IT resources (*Atlas Insight*)
- Reduce inquiry calls about inspector arrival time and free up CSR resources (*Atlas Up Next*)

**Increase Field Efficiency & Better Customer Service:**

- Streamlines communication between inspectors and contractors preventing delays (*Atlas Up Next*)

**Cost Savings & Revenue Generation:**

- Enhanced productivity to reduce inspector overtime (*Atlas Insight*)
- Balance workload across the team with enhanced staff visibility, to reduce overtime and under-utilized inspectors (*Atlas Insight*)

**5-Year Commitment Discount:** Selectron values long-term partnerships, recognizing the mutual benefits they provide. Therefore, five-year commitments qualify for discounted pricing. All bottom-line pricing displayed on this page reflects a five-year commitment and the purchase of all listed items.

*Pricing reflects a 5-year commitment and purchase of all items listed. See Pricing Details for qualified discounts.*

# PRICING DETAILS

## Atlas Insight & Atlas Up Next

### Professional Services

| Description                                                        | Qty | Unit Price | Total              |
|--------------------------------------------------------------------|-----|------------|--------------------|
| Core Atlas Professional Services Includes Atlas Insight - Building |     |            |                    |
| Senior Project Management                                          | 24  | \$225.00   | \$5,400.00         |
| Development - Configuration and Integration                        | 69  | \$225.00   | \$15,525.00        |
| QA Testing                                                         | 12  | \$225.00   | \$2,700.00         |
| Atlas Up Next Professional Services                                | 45  | \$225.00   | \$10,125.00        |
| <b>PROFESSIONAL SERVICES TOTAL</b>                                 |     |            | <b>\$33,750.00</b> |

### Annual Hosted Platform and Application Fees

| Description                                                  | Qty | Unit Price  | Total              |
|--------------------------------------------------------------|-----|-------------|--------------------|
| Atlas Insight Annual Service Fee - Building                  | 1   | \$24,000.00 | \$24,000.00        |
| Atlas Insight User Licenses - Building                       | 25  | \$400.00    | \$10,000.00        |
| Atlas Up Next Annual Service Fee                             | 1   | \$5,000.00  | \$5,000.00         |
| Atlas Up Next User Licenses                                  | 25  | \$500.00    | \$12,500.00        |
| Atlas Up Next Simultaneous Implementation with Atlas Insight | 25  | -\$150.00   | -\$3,750.00        |
| <b>ANNUAL FEES TOTAL</b>                                     |     |             | <b>\$47,750.00</b> |

### Five-Year Cost Summary

| 1-Year Commitment Pricing        |                    |                    |                    |                    |                    |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|                                  | Year 1             | Year 2             | Year 3             | Year 4             | Year 5             |
| PROFESSIONAL SERVICES            | \$33,750.00        |                    |                    |                    |                    |
| ANNUAL FEES TOTAL                | \$47,750.00        | \$49,200.00        | \$50,722.50        | \$52,321.13        | \$53,999.68        |
| <b>TOTAL - 1 Year Commitment</b> | <b>\$81,500.00</b> | <b>\$49,200.00</b> | <b>\$50,722.50</b> | <b>\$52,321.13</b> | <b>\$53,999.68</b> |

| 3-Year Commitment Pricing        |                    |                    |                    |                    |                    |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|                                  | Year 1             | Year 2             | Year 3             | Year 4             | Year 5             |
| PROFESSIONAL SERVICES            | \$27,000.00        |                    |                    |                    |                    |
| ANNUAL FEES TOTAL                | \$41,950.00        | \$43,110.00        | \$44,328.00        | \$45,606.90        | \$46,949.75        |
| <b>TOTAL - 3 Year Commitment</b> | <b>\$68,950.00</b> | <b>\$43,110.00</b> | <b>\$44,328.00</b> | <b>\$45,606.90</b> | <b>\$46,949.75</b> |

| 5-Year Commitment Pricing        |                    |                    |                    |                    |                    |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|                                  | Year 1             | Year 2             | Year 3             | Year 4             | Year 5             |
| PROFESSIONAL SERVICES            | \$21,937.50        |                    |                    |                    |                    |
| ANNUAL FEES TOTAL                | \$37,600.00        | \$38,165.50        | \$38,747.97        | \$39,347.90        | \$39,965.84        |
| <b>TOTAL - 5 Year Commitment</b> | <b>\$59,537.50</b> | <b>\$38,165.50</b> | <b>\$38,747.97</b> | <b>\$39,347.90</b> | <b>\$39,965.84</b> |

**Cost Analysis**

| <b>Commitment</b>          | <b>Monthly Average</b> | <b>Annual Average</b> | <b>5-Year Total</b> | <b>5-Year Savings</b> |
|----------------------------|------------------------|-----------------------|---------------------|-----------------------|
| Cost Summary               |                        |                       |                     |                       |
| 1-Year Commitment          | \$4,795.72             | \$57,548.66           | \$287,743.31        |                       |
| 3-Year Commitment          | \$4,149.08             | \$49,788.93           | \$248,944.65        | \$38,798.66           |
| 5-Year Commitment          | \$3,596.08             | \$43,152.94           | \$215,764.71        | \$71,978.60           |
| Per Inspector Cost Summary |                        |                       |                     |                       |
| 1-Year Commitment          | \$191.83               | \$2,301.95            | \$11,509.73         |                       |
| 3-Year Commitment          | \$165.96               | \$1,991.56            | \$9,957.79          |                       |
| 5-Year Commitment          | \$143.84               | \$1,726.12            | \$8,630.59          |                       |

## PRICING & PAYMENT INFORMATION

The contract period begins upon execution. Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor. Pricing above is based on the use of Selectron Technologies standard agreement. All other agreements requiring legal review require a minimum \$9,500 additional fee.

### PROFESSIONAL SERVICES PAYMENT SCHEDULE

|     |                                                                    |
|-----|--------------------------------------------------------------------|
| 45% | Invoiced at time of execution of contracts                         |
| 55% | Invoiced upon system available for initial user acceptance testing |

### TRAVEL FEE PAYMENT SCHEDULE

|      |                                                                                                                                                                                                                                                                                                              |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 100% | If travel is identified in the above detail or later requested, all travel and related fees are scheduled in advance including travel days and will be invoiced upon completion. Total travel is invoiced at then current hourly rates, currently \$225.00 per person per hour, plus actual travel expenses. |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### ANNUAL FEES, BUNDLES, AND SUPPORT

|      |                                                                                                   |
|------|---------------------------------------------------------------------------------------------------|
| 100% | Invoiced at time of execution of contracts. Recurring fees are invoiced 45 days prior to renewal. |
|------|---------------------------------------------------------------------------------------------------|

In the event the customer terminates agreement prior to the end of the commitment term, 100% of all remaining unpaid fees for the term become immediately due.

### CHANGE ORDERS INCLUDING TIME AND MATERIAL RATES

- All service work and/or deliverables not listed, defined, or provided as optional deliverables in this document are considered outside of the scope of this project effort. Out of scope services will be invoiced at Selectron's then current Time and Material rate, currently \$225.00 per hour.
- If the out of scope services require a formal change order, the Company and Customer will mutually agree in writing, which will include a scope of work, timeline for delivery, Company and Customer responsibilities and the price terms and conditions. Upon acceptance by Customer and issuance of required purchasing documentation, all Change Orders shall be governed by the terms and conditions of this Agreement, no other terms or conditions shall apply. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan.
- If Customer requires additional documentation, services to prepare this documentation will be invoiced at Selectron's then current Time and Material rate, currently \$225.00 per hour, 4-hour minimum.

### TAXES

Sales Tax or any other applicable taxes are **not included** in any of the pricing in this agreement. All applicable taxes will be invoiced, collected and remitted in accordance with state and local tax laws.

### PAYMENT TERMS

Terms are net 30 days from date of invoice. Past due invoices are subject to a 1.5% per month late fee. All presented pricing is in US Dollars.

### VENDOR INFORMATION

Selectron Technologies, Inc.  
13535 SW 72nd Avenue, Suite 200  
Portland, OR 97223  
Ph: 503.443.1400 Fax: 503.443.2052

## City of North Port, FL

### Relay IVR Renewal, Relay SelecTXT, & Automatic Results Notification (ARN)

#### Five-Year Commitment Summary

|                                  | Year 1             | Year 2             | Year 3             | Year 4             | Year 5             |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| PROFESSIONAL SERVICES TOTAL      | \$25,155.00        |                    |                    |                    |                    |
| ANNUAL FEES TOTAL                | \$43,100.00        | \$44,333.00        | \$45,602.99        | \$46,911.07        | \$48,258.41        |
| DISCOUNT TOTAL                   | -\$38,755.00       | -\$14,008.00       | -\$14,428.24       | -\$14,861.08       | -\$15,306.91       |
| -\$38,755.00                     |                    |                    |                    |                    |                    |
| <b>TOTAL - 5-YEAR COMMITMENT</b> | <b>\$29,500.00</b> | <b>\$30,325.00</b> | <b>\$31,174.75</b> | <b>\$32,049.99</b> | <b>\$32,951.50</b> |
| <b>\$29,500.00</b>               |                    |                    |                    |                    |                    |

5-YEAR TOTAL: **\$156,001.24**

#### Includes the Following:

- Relay IVR - Annual Inbound Calls & Transfers: 10,000
- Relay SelecTXT - Messages Included for Features Purchased
- Automatic Results Notification - Outbound Calls & Messages: 10,000

The proposed Relay solutions offer value including but not limited to:

#### Free Up Staff Resources & Increase Office Efficiency:

- Reduce routine calls to CSRs and drive in-office productivity
- Reduce results requests with more options for customer self-sufficiency
- Grow department capacity without adding new staff

#### Better Customer Service:

- Provide modern, on-the-go options for inspection scheduling and obtaining results
- Automated results notification instantly notifies contractors of inspection results
- Reliable, trusted solutions build trust with your customers

**5-Year Commitment Discount:** Selectron values long-term partnerships, recognizing the mutual benefits they provide. Therefore, five-year commitments qualify for discounted pricing. All bottom-line pricing displayed on

*Pricing reflects a 5-year commitment and purchase of all items listed. See Pricing Details for qualified discounts.*

## PRICING DETAILS

Renewal: Relay IVR - Building

Add: Relay SelectTXT - Building & Automatic Results Notification (ARN)

### Professional Services

| Description                               | Qty | Unit Price | Total              |
|-------------------------------------------|-----|------------|--------------------|
| Relay SelectTXT Platform Setup - Building |     |            |                    |
| Project Management                        | 60  | \$225.00   | \$13,500.00        |
| System Configuration                      | 36  | \$225.00   | \$8,100.00         |
| QA Testing & Training                     | 24  | \$225.00   | \$5,400.00         |
| Database Integration - Accela - Construct |     |            |                    |
| Development Resources                     | 52  | \$225.00   | \$11,700.00        |
| <b>PROFESSIONAL SERVICES TOTAL</b>        |     |            | <b>\$38,700.00</b> |

### Annual Hosted Platform and Application Fees

| Description                              | Qty    | Unit Price  | Total              |
|------------------------------------------|--------|-------------|--------------------|
| Relay IVR Platform - Building            | 1      | \$24,000.00 | \$24,000.00        |
| Integration Support                      |        |             |                    |
| Application Hosting                      |        |             |                    |
| Annual Inbound Calls & Transfers         | 10,000 |             |                    |
| Relay SelectTXT Platform - Building      | 1      | \$32,000.00 | \$32,000.00        |
| Integration Support                      |        |             |                    |
| Application Hosting                      |        |             |                    |
| Messages Included for Features Purchased |        |             |                    |
| Automatic Results Notification           | 1      | \$5,000.00  | \$5,000.00         |
| Outbound Core Services                   |        |             |                    |
| Annual Outbound Calls & Messages         | 10,000 | \$0.20      | \$2,000.00         |
| <b>ANNUAL FEES TOTAL</b>                 |        |             | <b>\$63,000.00</b> |

### Overage Rates:

- Inbound Calls/Transfers: \$0.35
- Outbound Messages: \$0.20

*Overage charges will be invoiced in arrears at the end of each service year.*

## Five-Year Cost Summary

| 1-Year Commitment Pricing        |                     |                    |                    |                    |                    |
|----------------------------------|---------------------|--------------------|--------------------|--------------------|--------------------|
|                                  | Year 1              | Year 2             | Year 3             | Year 4             | Year 5             |
| PROFESSIONAL SERVICES            | \$38,700.00         |                    |                    |                    |                    |
| ANNUAL FEES TOTAL                | \$63,000.00         | \$66,050.00        | \$69,252.50        | \$72,615.12        | \$76,145.88        |
| <b>TOTAL - 1 Year Commitment</b> | <b>\$101,700.00</b> | <b>\$66,050.00</b> | <b>\$69,252.50</b> | <b>\$72,615.12</b> | <b>\$76,145.88</b> |

| 3-Year Commitment Pricing        |                    |                    |                    |                    |                    |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|                                  | Year 1             | Year 2             | Year 3             | Year 4             | Year 5             |
| PROFESSIONAL SERVICES            | \$30,960.00        |                    |                    |                    |                    |
| ANNUAL FEES TOTAL                | \$51,800.00        | \$54,290.00        | \$56,904.50        | \$59,649.72        | \$62,532.21        |
| <b>TOTAL - 3-Year Commitment</b> | <b>\$82,760.00</b> | <b>\$54,290.00</b> | <b>\$56,904.50</b> | <b>\$59,649.72</b> | <b>\$62,532.21</b> |

| 5-Year Commitment Pricing        |                    |                    |                    |                    |                    |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|                                  | Year 1             | Year 2             | Year 3             | Year 4             | Year 5             |
| PROFESSIONAL SERVICES            | \$25,155.00        |                    |                    |                    |                    |
| Waived                           | -\$25,155.00       |                    |                    |                    |                    |
| ANNUAL FEES TOTAL                | \$43,100.00        | \$44,333.00        | \$45,602.99        | \$46,911.07        | \$48,258.41        |
| Second Channel Discount          | -\$8,600.00        | -\$8,858.00        | -\$9,123.74        | -\$9,397.45        | -\$9,679.37        |
| ARN Platform Included            | -\$5,000.00        | -\$5,150.00        | -\$5,304.50        | -\$5,463.63        | -\$5,627.54        |
| <b>TOTAL - 5-Year Commitment</b> | <b>\$29,500.00</b> | <b>\$30,325.00</b> | <b>\$31,174.75</b> | <b>\$32,049.99</b> | <b>\$32,951.50</b> |

### Cost Analysis

| Commitment        | Monthly Average | Annual Average | 5-Year Total | 5-Year Savings |
|-------------------|-----------------|----------------|--------------|----------------|
| Cost Summary      |                 |                |              |                |
| 1-Year Commitment | \$6,429.39      | \$77,152.70    | \$385,763.50 |                |
| 3-Year Commitment | \$5,268.94      | \$63,227.29    | \$316,136.43 | \$69,627.07    |
| 5-Year Commitment | \$2,600.02      | \$31,200.25    | \$156,001.24 | \$229,762.26   |

## PRICING & PAYMENT INFORMATION

### ADDS, MOVES, AND CHANGES

The contract period begins upon issuance of purchase order or equivalent document. Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor. Pricing above is based on the use of Selectron Technologies standard agreement. All other agreements requiring legal review require a minimum \$9,500 additional fee.

### PROFESSIONAL SERVICES PAYMENT SCHEDULE

45% Invoiced upon notice to proceed by Customer and issuance of required purchasing documentation. 55% Invoiced upon system available for initial user acceptance testing.

### TRAVEL FEE PAYMENT SCHEDULE

100% If travel is identified in the above detail or later requested, all travel and related fees are scheduled in advance including travel days and will be invoiced upon completion. Total travel is invoiced at then current hourly rates, currently \$225.00 per person per hour, plus actual travel expenses.

### ANNUAL FEES, BUNDLES, AND SUPPORT

100% Invoiced upon notice to proceed by Customer and issuance of required purchasing documentation. Recurring fees are invoiced 45 days prior to renewal. Amounts will be prorated upon renewal.

### CHANGE ORDERS INCLUDING TIME AND MATERIAL RATES

- All service work and/or deliverables not listed, defined, or provided as optional deliverables in this document are considered outside of the scope of this project effort. Out of scope services will be invoiced at Selectron's then current Time and Material rate, currently \$225.00 per hour.
- If the out of scope services require a formal change order, the Company and Customer will mutually agree in writing, which will include a scope of work, timeline for delivery, Company and Customer responsibilities and the price terms and conditions. Upon acceptance by Customer and issuance of required purchasing documentation, all Change Orders shall be governed by the terms and conditions of this Agreement, no other terms or conditions shall apply. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan.
- If Customer requires additional documentation, services to prepare this documentation will be invoiced at Selectron's then current Time and Material rate, currently \$225.00 per hour, 4-hour minimum.

### TAXES

Sales Tax or any other applicable taxes are **not included** in any of the pricing in this agreement. All applicable taxes will be invoiced, collected and remitted in accordance with state and local tax laws.

### PAYMENT TERMS

Terms are net 30 days from date of invoice. Past due invoices are subject to a 1.5% per month late fee. All presented pricing is in US Dollars.

### VENDOR INFORMATION

Selectron Technologies, Inc.  
13535 SW 72nd Avenue, Suite 200  
Portland, OR 97223  
Ph: 503.443.1400 Fax: 503.443.2052

**Exhibit D**  
**Statement of Work**



# Statement of Work

North Port, FL

## Relay and Atlas

*Contract Renewal and Solution Add-Ons*

*Atlas Insight and Up Next*

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# Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to North Port, FL (North Port or Customer). This Statement of Work encompasses both a contract renewal for North Port’s existing IVR solution and the addition of SelecTXT for inspection scheduling, Atlas Insight, and Up Next. Additionally, Automatic Results Notification will be included for both the IVR and SelecTXT solutions. The features, functionality, and services are provided through Selectron Technologies’ Relay communication platform (Relay).

## Revision History

| Version # | Details         | Date      |
|-----------|-----------------|-----------|
| 1.0       | Initial Release | 3/26/2026 |

# Functionality

This section details the functionality of each application, both existing and new, included in Relay. All functions and features are dependent upon the accessibility of North Port's Accela application database(s) to provide the given data to Relay.

## The Relay Platform

Selectron's Relay platform powers the Customer's solution. Relay is a multi-channel, multi-department platform that connects Customers, government agencies, and utilities. The Relay platform uses different application packs specific to the market being serviced. In addition to each application pack, the Relay channels include interactive voice response (IVR), web, outbound, and interactive texting capabilities, all on a single platform.

The following sections detail the functionality that will be implemented for the Customer. Additional channels, applications, and integrations that are not specified in this SOW are not included but may be added to the system under a supplemental statement of work.

## Application Packs and Channels

The Customer's solution includes the following application pack and channels:

- Application packs:
  - Permits Pack
- Channels:
  - IVR
  - SelecTXT

## Permits Pack

The Customer's solution will be configured with the Relay Permits Pack. The Permits Pack allows agencies to provide their homeowners and contractors with a central point of access for permit and inspection information and services. Through available Relay channels, homeowners and contractors using a permit number can communicate with the department 24/7 and 365 days a year. Users will be able to enter a permit number and perform a variety of actions.

All permit, inspection, and/or code information is made available through an interface to the Customer's application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

## IVR Channel – Existing Functionality

The IVR Channel for the Permits Pack provides callers with an Interactive Voice Response (IVR) system to access and post permit information. The existing IVR functionality will continue, with the addition of the Automatic Results Notification.

## SelecTXT

SelecTXT for inspection scheduling allows contractors to manage inspection requests and results from a mobile device. Users can schedule, reschedule, and cancel inspection dates via an interactive text message conversation and view inspection results. SelecTXT provides both step-by-step, menu-driven, and "power user" entries. Scheduling, rescheduling, and canceling inspections require a back-and-forth text message

conversation between the application and the mobile user, in which the application requests specific permit-related information and the mobile user responds. A conversation consists of multiple text messages for each inspection request process.

Callers will be able to enter a permit number and perform the following actions:

- Access inspection results
- Leave a comment for the inspector
- Schedule/reschedule inspections
- Cancel inspections
- View the site address for the permit

## Add-Ons to IVR and SelecTXT

The following add-ons are included with the Customer's Permits Pack. These add-ons provide additional functionality for the channel(s) purchased with this Relay solution.

### Automatic Results Notification

During the inspection scheduling process, the permit holder may request to be contacted when the inspector has posted the results.

After inspectors post the results of an inspection, permit holders who have opted in are notified. The Automatic Results Notification provides the following information: the permit number, inspection type, inspection result, and the inspection date.

This functionality is limited to the specific channel(s) included in this Statement of Work.

## Atlas Insight

Atlas Insight is a web-based tool for managing, reviewing, and reporting on field user activities. Insight includes an advanced capability for automatic assignment and easy workload balancing, supported by map-based drag-and-drop functionality. While Insight is designed for supervisors and managers, it can be configured with granular permissions to allow a variety of office staff access.

The following sections detail the functionality that will be implemented. Additional features and integrations not specified in this SOW are not included but may be added to the system under a supplemental Statement of Work.

### Features

Atlas Insight is split into several views, each providing specific workforce efficiency features. These pages are described below.

All inspection/permit information is made available through an API to the application database. All data is saved to the application database through the API. Selectron only retains data in cases where custom functionality is not supported by the backend database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

#### 2.5.1.1 *Assign View*

The Assign page is used for workload oversight and management, allowing users to view, assign, reassign, and unassign inspections; and auto-assign inspections based on skill sets, areas, or other parameters.

Assignment parameters, inspection, and inspector data, and other assign center details will be determined during the implementation process.

#### 2.5.1.2 *Review View*

The Review page offers real-time reporting through multiple tabbed tables, displaying inspector and inspection data. All data can be filtered by a date range and sorted through column headers. Users can view the following information via this center:

- Results
- Attachments
- Notices

#### 2.5.1.3 *Manage View*

The Manage page is where administrators can configure the Atlas Insight application as well as create, edit, and delete new users. Atlas Insight features user-based permissions, allowing administrators to define access to the various Atlas Insight features at the user level. The manage page is also used to administer and configure features of the inspection application, including checklist functionality.

This view also allows administrators to configure auto-assignment rules. Selectron will work with the Customer during the implementation process to create administrative users. Administrators will be trained to create and configure additional users and manage permissions.

Users can view the following information via this center:

- User Management
- Group Management
- System Configuration

## Up Next - Application

This standalone application allows an inspector to send an “up next” style text message to notify the contractor/contact on record that the inspector is on their way. Upon initiation, a default message is auto-populated with the associated phone number and a message. The inspector can also add additional contacts and include a custom message. After sending the message, a text notification is sent to the contractor/contact via a Selectron-provided messaging system.

This message could contain:

- How many stops until the inspector’s arrival
- Estimated arrival time
- Inspector name

Note: the functionality of Up Next does not allow the recipient to respond directly to the text message. If desired, the message can also indicate the Inspector’s phone number or that no reply is available. Contacts that do not provide text-enabled (cellphone) numbers will not receive a

message. Device vendor requirements, including MDM, must be adhered to for app deployment. Land management vendor API access is required for integrated contact search, which may incur additional costs.

## Mobile Device Management

While Atlas Insight is accessed via a website, the solution includes Up Next, which requires an MDM.

In order to run Atlas applications on iOS field devices, the Customer will need an account with Apple Business Manager that works with the Customer's Mobile Device Management (MDM) solution. This will facilitate MDM enrollment and simplify device set up. An MDM solution allows the Customer to customize the deployment, enrollment, security, and application availability of field devices. Selectron will coordinate with the Customer to make the Atlas application available through the MDM, which can be used to manage global preferences and security settings. Selectron will provide an application binary for the Customer to manage through their MDM. Please note that additional charges may incur should the Customer need Selectron to interact directly with their MDM.

**iOS:** The Customer is required to have an Apple Business Manager account and a compatible MDM solution. Selectron does not publish applications to the Apple Store as public applications.

**Android:** Selectron will deliver a signed APK package to the Customer. The Customer will integrate/publish this using their MDM solution. If an MDM solution is not in place, a manual per-device deployment method can be used for a small number of Android devices. Selectron does not publish applications to the Google Play Store as public applications.

**Windows:** Selectron will deliver a Windows Installer File (msix) to the Customer. The Customer will integrate/publish this using their MDM solution. If an MDM solution is not in place, a manual per-device deployment method can be used for a small number of Windows devices. Selectron does not publish applications to the Windows Store as public applications.

## System Integration

Relay requires varying levels of integration with other database components, depending on the implemented features. These are described in the following sections.

### Application Database Interfaces

Selectron is anticipated to continue integration with the Customer's backend application database for the IVR solution and for the new solutions. All data-based interactivity on the solution relies on data being available, appropriate access being granted to Selectron, and access via the application vendor's APIs.

During the implementation phase, the project will be impacted if the necessary data is unavailable via the included APIs. This may impact the implementation timeframe, limit certain functionality, depending on the available data, and result in additional professional service fees.

## Deployment Model

Both the existing IVR solution, the new SelecTXT, Automatic Results Notification, Atlas Insight, and Up Next solutions will be deployed in Selectron's Relay Managed Services environment. Relay Managed Services is a hosted application environment, located in Selectron's hosting facility. Selectron's hosting facility is a co-located data center that features

keyed entry and individual server locks for enhanced security. Selectron owns all hardware with a Managed Services solution and is responsible for security, monitoring, ongoing maintenance, and proactive support.

#### Browsers

- We support all major evergreen browsers, including Chrome, Edge, Safari, and Firefox.

#### Geographic Information System

- The most recent version of Esri (and others supported by Leaflet) It is the Customer's responsibility to acquire appropriate licensing to utilize the ESRI software in the mobile context.

## Hosted IVR Access

For optimal user experience and telecom usage, it is recommended that callers access the hosted IVR by dialing directly into the hosted solution using a local 10-digit number, which Selectron will provide. If the Customer elects to have calls routed through their phone system first before connecting to the IVR, two customer telecom channels may be tied up during the duration of the entire call, and callers may experience a decrease in call quality.

## Administrative Tasks

This section details administrative tasks for managing Relay and the Atlas solutions. All system administration for the Relay solution is handled through the Relay administrative tool. During the implementation process, the Customer's administrator will be provided with user credentials to access the Relay administrative tool. The administrator can create additional users as needed. Permissions can be assigned per user, governing the functionality available to each user.

The Relay administrative tool provides administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings. It is supported on modern, high-use web browsers, such as Chrome, Firefox, Microsoft Edge, and Safari.

## Administrative Tools for Relay

The Customer's solution is equipped with an online administrative tool, allowing for the easy tracking of daily activity and statistics.

#### **Activity**

- Call Activity – Tracks and reports call activity with a line graph
- IVR Usage – Display call statistics, including peak (concurrent) call activity
- SelecTXT Activity - Tracks and reports SelecTXT activity with a line graph
- Inspection Activity – Tracks and reports inspection activity with displayed numbers
- SelecTXT Inspection Activity Widget – Tracks and reports SelecTXT inspection activity with a bar graph

#### **SUPPORT SYSTEM**

- System Status– Tracks the status of the system through Ping and Database displays
- Today – Displays date, holiday, office hours, and greeting information

## Run System Reports

Administrators will be able to run system reports via the Relay administrative tool.

## Reports Center

**Running / Saving Reports** - The Reports Center has many system, activity, and usage reports that you can run. **Saving a Report** - To save a report (including how you have set the filters), click the desired file type to download: PDF or Excel. The administrative tool will automatically generate the file and allow you to download it.

The solution will also be equipped to provide the following reporting functions:

### **5.2.1.1**    *Activity Reports*

- **Call Activity Report** - This report provides a graph of different activity types performed by callers on the IVR over a relative span of time (hour over hour, day over day, month over month, and more).
- **Call Activity Detail Report** - Use this report to find a specific call or group of calls. Search by date/time, the caller's phone number, or other identifying information to find calls of interest.
- **Call Statistics Report**—This report provides aggregate facts and statistics about calls to the IVR, including average call lengths, longest calls, and whether or not callers completed actions.
- **Email Activity Report** - This report provides a list of all emails sent on a specified date.
- **IVR Usage Report** - This report provides data on peak (concurrent) calls and average calls, hour by hour, over a selected date range.
- **Multiple Calls Report**—This report provides insight into how many times incoming phone numbers have called the IVR within a specified time range.
- **System Status Report**—View a log of system events, including reboots and changes in the system's overall status or health.
- **Relay Permits Reports**
- **Inspector Posting Activity Report**—This report provides a summary of inspector posting activity per day of the week within the specified date range. It lists inspector names and the number of inspections each day.
- **Inspections Summary Report**—This report provides a summary of inspection scheduling activity per day within the specified month and year. It lists the number of inspections scheduled and canceled on the IVR each day.

### *SelectTXT Reports*

- **SelectTXT Activity Report** - This report provides a graph of different activity types performed by visitors over a relative span of time (hour over hour, day over day, month over month, and more).
- **SelectTXT Activity Detail Report** - Use this report to find a specific SelectTXT conversation or group of conversations. Search by date/time, phone number, or other identifying information to find text conversations of interest.

## Atlas Insight

All system administration for Atlas Insight is handled through the Manage page. An administrator will be provided with Selectron-provided user credentials for Atlas Insight application during the implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned on a per-user basis, governing the functionality available to each user.

### Manage Atlas Insight User Profiles

Using the Manage Center, administrators can create, edit, delete, and manage user accounts for each user.

Each user will be assigned a user ID, assignment configuration, and permissions. The administrator can also assign a specific supervisor to each inspector.

Each inspector needs to have a profile established in the backend database, which the customer is responsible for configuring. The inspector profile in Insight will be linked to the corresponding profile in the backend database.

## Group Management

Administrators can manage the composition of assignment groups through the Group Management tab. New groups can be created, edited, and deleted. Group members can also be assigned and reassigned to new groups.

## Configure Atlas Insight

Administrators can manage configurations and settings for Insight. The following configuration options are included:

- Auto Assignment Rules
- Default Assignment Soft Cap
- Administrator Contact Details
- Inspector Stop Count
- Soft Cap Overage Warning
- Auto Assignment Type Warning
- Timeout Settings
- Assignment in All Inspectors Tab
- Show Past Due Inspection Indicator Tab
- Atlas Applications Technician Password
- Checklist Icon Manager

# Responsibilities

## Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

### Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

### Provide Documentation

The Project Manager provides the Customer with the documents to help facilitate the service implementation process. Some or all of these may be provided depending on the scope of the project.

- Implementation Questionnaire—This questionnaire gathers critical information needed to set up and initiate the service. This includes information on the toll-free numbers, call volume, APIs.

- Remote Access Questionnaire—This questionnaire details the information that Selectron Technologies needs to remotely access the Customer's network and application database prior to system initiation, allowing for complete system testing.
- Implementation Timetable— This timetable details the project schedule and all project milestones.
- Quality Assurance Test Plan— This plan assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form— indicates that the Customer has verified service functionality.

## Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- ARN addition to IVR call flow
- SelecTXT messaging flow

Software development can begin once these design elements are completed and approved by the Customer.

## Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points before initiation to ensure system functionality. This includes data read from and written to the application database, as well as the general ability for a user to access live data and complete a transaction successfully.

## Provide Administrative Training

Selectron will provide remote training for the Relay solution.

## Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. The information displayed includes the following:

- IVR phone number(s)
- SelecTXT phone number(s)
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time-and-materials basis. Similarly, any changes to the marketing materials after final delivery are billed on a time-and-materials basis.

## Interface Upgrades

After service initiation, the Customer's database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any of the Customer's application databases (or other application database software) may require professional services outside the scope of this service.

## North Port, FL

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

## Return Questionnaires and Information

Selectron Technologies' Project Manager provides the Customer with an implementation questionnaire. The implementation questionnaire must be returned before developing the call flow design and the implementation timetable.

## Provide Customer Specific Information

In conjunction with the Implementation Questionnaire, the following information should be supplied to Selectron Technologies to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme

## Approve Channel Configuration

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- Updated IVR call flow design
- SelecTXT message flow design

Once the channel design(s) have been approved, software development begins.

## Provide Remote Network Access to Application Database(s)

To fully test the interactive solution, Selectron Technologies requires access to the Customer's application database(s) before installation. The Customer will help facilitate communication between Selectron and the database vendor.

## Provide Esri GIS Functionality

Selectron Technologies requires the customer to provide Esri GIS mapping technology for the proposed Atlas solution.

## Provide System Access and Licensing

Selectron Technologies requires access to the Customer's network and database/ system. This includes properly licensed credentials for the application database. Changing or deleting access accounts could disrupt service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application Database, the payment gateway, or the network are modified. The Customer is responsible for providing Selectron with appropriate access to the application database and payment gateway network, as defined in the System Integration section.

## Confirm Service Functionality

The Customer has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period, the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period. Failure to complete acceptance testing within the 30-day period will constitute acceptance.

## Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgment to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.