

## Software Maintenance Agreement

This agreement is for the software maintenance of *Centracs*, a proprietary advanced transportation management system (ATMS), to be provided by Econolite Control Products, Inc. (hereafter referred to as “Econolite”) to Path Master, Inc., (hereafter referred to as “Distributor”) as follows:

### Products Covered

This agreement covers systems maintenance support of the base *Centracs* system software licensed to the Lexington-Fayette Urban County Government (hereafter referred to as “Agency”) being supported by the Distributor. Notwithstanding the foregoing, nothing herein is intended to modify, alter, or amend any existing agreement between Distributor and Agency. This agreement does not cover third party commercial off the shelf (COTS) software (even if that software is required for correct system operation), system hardware, communications equipment, or field equipment and software unless that software falls under the base *Centracs* system software license agreement.

### Period of Coverage

This coverage is effective as of August 1, 2016, and is valid for one (1) year. This agreement shall automatically renew at the end of each term for a successive one (1) year term unless a Party hereto provides written notice of its intention not to renew sixty (60) days prior to the expiration of the current term. This agreement may be renewed for up to four (4) additional years.

### Coverage

Econolite provides three options for continued software support and annual upgrades:

**Bronze** – Provides for one annual upgrade for the supported software. Upgrades will be performed via a remote connection provided by the Agency. Technical support and services are provided via remote support.

**Silver** – Provides one annual upgrade for the supported software. Upgrades will be performed during a one-day (1-day) on-site visit by an Econolite engineer. Technical support and services are provided via remote methods.

**Gold** – Provides one annual upgrade for the supported software. Upgrades will be performed during a three-day (3-day) on-site visit by an Econolite engineer. Informal refresher training is provided during the on-site visit along with the upgrade as needed. Technical support and services are provided via remote methods.

### Technical Support

Technical support and service from Econolite shall be coordinated through the Distributor and the Distributor shall be the first contact for all support calls. In the event the Distributor is unable to provide the required technical assistance, the Distributor will contact Econolite for additional support. Support from Econolite will be provided by remote methods unless on-site support is requested by the Distributor or Econolite deems necessary. In the event on-site support is provided, Econolite at its option may invoice for time, travel and lodging as identified in the provisions below.

#### Technical support hours of operation:

8:00am to 5:00pm (*Mountain Time*) / Monday – Friday except for holidays recognized by Econolite.

*Support requests received outside normal hours of operation are generally responded to within 24 hours.*

#### Technical Support Contact Information:

Local Account Manager or,

Phone: 714.630.3700 or 800.225.6480 or,

Online at [www.econolite.com](http://www.econolite.com)

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## Provisions

1. Distributor shall invoice Agency for payment of software maintenance services under this agreement, subject to any existing agreement between Distributor and Agency. Distributor shall pay Econolite pursuant to Econolite's quote submitted to Distributor.
2. Annual pricing is subject to change for any renewal under this agreement.
3. Econolite may invoice Distributor for any time, travel and lodging costs required for support or upgrades. One on-site, annual visit is included for the silver and gold support agreements; additional visits may be invoiced accordingly. Econolite may invoice up to but not exceed two hundred, twenty-five dollars (\$225.00) per hour. Invoice to be paid by Distributor according to Econolite's payment terms.
4. In the event remote access is granted (*required for Bronze agreement*), the Distributor shall ensure the Agency maintains a dedicated telephone line, or VPN (Virtual Private Network) connection for remote access to the system by Econolite. Econolite will provide support services by means judged appropriate by Econolite. Such means may include, without limitation, remote access to Agency computer(s), remote telephone consultations, and the provision of written documentation and other materials to Agency, by mail or electronic means. Response time for requests for remote support shall be kept under twenty-four (24) hours.
5. In the event that hardware, operating system, or other third party software, in use by the Agency is deemed by Econolite not to be sufficient for installation of an Upgrade Release, then as between Econolite and Distributor, Distributor shall be responsible for the cost of any new hardware or software as may be required.
6. In the event that Econolite identifies a fault or failure in software or hardware not covered under this agreement, which affects the operation of the ATMS, then the Distributor working with the Agency agrees to take prompt action to correct such faults and failures. Upon correction of said faults or failures, Econolite shall ensure that the ATMS is restored and operational within five (5) working days.
7. In the event that Econolite identifies a fault or failure in Econolite developed software or manufactured hardware covered under this agreement, which affects the operation of the ATMS, Econolite shall ensure that the system is restored and operational within five (5) working days. If the failure is due to third party hardware or software, provided by Econolite, Econolite will ensure that the system is restored within five (5) days of the third party replacing or repairing the items which they supplied.
8. This agreement may be voided at the option of Econolite if the Distributor or Agency modifies any part of the ATMS software where source code has been provided. Econolite will determine, in its discretion, if these modifications impede the ability to provide continued support and system upgrades.
9. A software upgrade may require hardware and third party COTS software (e.g. operating systems, database servers, drivers, etc.) upgrades to ensure the performance and functionality of the system. Econolite will provide details of minimum system requirements and as between Econolite and Distributor, the system will be upgraded at the Distributor's cost to meet or exceed these requirements at least one week prior to the base ATMS software upgrade.
10. A software upgrade may not support all the functionality of the previous version of the ATMS. Prior to the upgrade, Econolite will provide the Distributor with release notes for the new product that describes new and modified functionality. It is not anticipated that any core functionality will be lost; however, support for obsolete field devices may not be included in future system upgrades.
11. There shall be no third party applications loaded onto any server, workstation or laptop accessing or forming part of the ATMS without the prior approval of Econolite.
12. This agreement specifically excludes damage to the ATMS caused by the following: accident, unusual physical, electrical, electromechanical stress, neglect, misuse, failure of electric power, environmental conditions, transportation, or operating with operating systems, media or other software programs or use with hardware not approved by Econolite.



13. Econolite is not responsible for obsolescence of the ATMS that may result from changes in Agency computer or informational needs requirements or from changes in Agency's operational hardware or software programs.
14. Econolite warrants the ATMS will perform as defined in the published product specification provided that:
  - (a) the ATMS is used only with the hardware approved by Econolite and in accordance with Econolite's documentation and use instructions;
  - (b) the hardware is in good operating condition at all times and is installed in a suitable operating environment and is regularly maintained in accordance with the user documentation provided by Econolite or the manufacturer;
  - (c) any error or defect in the ATMS is not caused by Agency, its employees, agents, contractors, or any third party.
15. Major system upgrades that include new features and functions also include new ATMS user manuals. New documentation is not generated for minor system upgrades to correct errors.

Signatures below indicate contractual agreement with the terms and conditions herein.

Path Master, Inc.:

By: David W Palmer  
Print Name: David W Palmer  
Title: V.P. Engineering - Path Master, Inc.  
Date: 8/15/16

Econolite Control Products, Inc.:

By: Mike Cunningham  
Print Name: Mike Cunningham  
Title: Eastern Distribution Manager  
Date: 8/15/16

Lexington-Fayette Urban County Government:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

