



ORDER FORM

AssetWorks Inc.

1001 Old Cassatt Road Suite 204
Berwyn, PA 19312

Order #: Q-13469-2

Date: 08/07/2024

Expires On: 10/31/2024

Ship To

Zac Haffner
City of Reno
1640 E. Commercial Row
Reno, Nevada 89512
United States
(775)399-8692
haffnerz@reno.gov

Bill To

City of Reno
P.O. Box 1900
Reno, Nevada 89512
United States

Unless Customer has a separate written and signed agreement with AssetWorks, this Order Form is subject to the terms of the AssetWorks Online Master Agreement located at <https://www.assetworks.com/tc-fleet/> which are hereby incorporated into this Order Form. Parties agree to be bound by those terms and conditions.

The City of Reno is purchasing two upgrade services to be performed over the period of their 2024 five year maintenance extension. The current preference is these upgrades are to be performed in 2025 and 2027, however as a function of this order form Reno may upgrade two times at any point within the five-year maintenance agreement executed in 2024.

2025 Upgrade

Description	Line Total
Upgrade Assistance Services (2 Environments)	USD 5,280.00
2025 Upgrade Total:	USD 5,280.00

2027 Upgrade

Description	Line Total
Upgrade Assistance Services (2 Environments)	USD 5,280.00
2027 Upgrade Total:	USD 5,280.00

Grand Total: USD 10,560.00

FleetFocus Remote Upgrade Services – Two (2) Environments

- AssetWorks will perform an upgrade of FleetFocus to the most current Generally Available (GA) version or a supported version based on customer preference. The AssetWorks Customer Care team will work with the customer to determine the optimal version for upgrade.
- AssetWorks will perform a non-production (test) and a production upgrade, for a total of two (2) upgrades, of the application's database and application using remote teleconferencing services to control the customer's desktop over a broadband connection; no on-site services to be utilized.
- The non-production upgrade must be completed prior to the production upgrade. The non-production (test) and production upgrades must occur no more than ninety (90) days apart.
- The customer is responsible for all Prerequisites for Installation/Upgrade Services to be provided by AssetWorks Customer Care at the beginning of the project.
- This service can also be utilized to move the current application to new servers, if opting to not upgrade the existing application on the current servers. If moving to new servers, AssetWorks will perform a new

installation on the new servers for non-production and production and then do an upgrade of the database in the new environment installation to a supported release version.

- Services do not include the installation of a customer's RDBMS or the backup and restore of the database (customer should appoint a DBA internally for these tasks), should the upgrade project include a move of the database to new servers for non-production and production. If the customer requires assistance with the RDBMS installation, please contact AssetWorks Sales.
- The customer is responsible for testing all business processes following the non-production upgrade and prior to the production upgrade. This includes:
 - Standard workflows used by the customer within the application.
 - Reports and interfaces that AssetWorks built for the customer. If any issues are encountered, AssetWorks Customer Care will open a ticket to investigate, troubleshoot and/or resolve.
 - Custom work built by customer including, but not limited to, reports, API integrations, batch processes, notifications, python scripting, etc. AssetWorks cannot guarantee that any custom work built by the customer will continue to function after the upgrade is completed.
- No end-user training documentation, modifications to custom interfaces/reports, or changes to the application are covered in scope.
- MobileFocus handheld devices, Capital Asset Management (CAM), KeyValet key boxes and FuelFocus ICUs are excluded.
- These services are to be provided during normal technical support business hours. If off-hours/weekend services are needed, a change order will be necessary.
- The Customer will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Customer Care department.
- If additional scope is added or required, a change order will be necessary.
- If this order is abandoned, paused, or cancelled by the customer for any reason mid-effort, the customer will be billed for all AssetWorks time incurred at the current contracted labor rate.
- Customer Care engagements have an eight (8)-week lead time from execution of contract/order to commence work; scheduling will occur once the contract is processed.
- Costs are presented on fixed fee basis and are due upon project completion or ninety (90) days from the first environment upgrade/install, whichever comes first. AssetWorks will provide this upgrade service for a fixed fee of \$5,280 USD, not including applicable taxes. Invoices are due on existing contract terms.

AssetWorks Professional Services Standard Terms

- AssetWorks will assign a Project Manager (PM) 4-6 weeks after a fully executed and processed order. The PM will engage Customer to kick-off the project and begin scheduling services. The delivery schedule of the project will be set during the project planning phase.
- Current supported version of FleetFocus/AssetWorks EAM is required and adheres to the minimum versions as referred to in AssetWorks Product Documentation.
- Customer may be required to upgrade if new features and/or fixes are available and considered necessary for project success; upgrade services are not included, unless otherwise noted.
- Training is delivered as "train the trainer" for system administrators; end user training is not included unless otherwise noted. The max class size is ten (10) participants.
- Where applicable, standard training materials will be utilized; scope does not include customized training materials.
- Customer will make appropriate technical resources available to AssetWorks' consultants and provide necessary and appropriate personnel at meetings to define project requirements.
- Customer will appoint a single point of contact for project duration to be the focal point, that will have project management responsibilities and decision-making authority.
- Customer will be responsible for working with AssetWorks' Professional Services to move any changes into a production environment.
- All services will be performed remotely using web teleconferencing, unless otherwise noted.
- If included, travel expenses will be reimbursed as incurred, unless otherwise noted. Expenses include actual costs for lodging, air, ground travel and per diem rates for meal expenses (corporate rate/government agreement).
- In the event Customer schedules on-site services and two calendar weeks prior to the arrival date, and due to circumstances within Customer's control, AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel based on an eight-hour minimum day.
- Any features, specifications, tasks, services, or requirements not detailed in this SOW/quote are explicitly excluded. If additional scope is added or required, a change order will be requested of Customer.
- Invoices are due on existing contract terms.

- All costs are quoted in USD and do not include applicable taxes.
- All software licenses and first-year maintenance and/or subscription fees will be invoiced upon contract execution.
- Annual maintenance for quoted custom deliverable(s) is billed upon delivery of the item(s) as defined the scope.
- If this Order Form is abandoned, paused, or cancelled by Customer for any reason mid-effort, Customer will be billed for all AssetWorks time incurred at the current contracted labor rate.

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

Purchase Order Number: _____

Accepted by Customer:

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Accepted by AssetWorks:

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Please sign and email to Jim Hammond at jim.hammond@assetworks.com.

THANK YOU FOR YOUR BUSINESS!