



SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement between CityView, an unincorporated division of N. Harris Computer Corporation ("CityView"), and the City of Bend, Oregon ("Licensee") is effective as of <Enter Effective Date> (the "Effective Date").

Whereas CityView and Licensee entered into a Contractual Services Agreement dated [enter date] for the provision of certain professional services [in preparation of the license of certain CityView software to Licensee] (the "Contractual Services Agreement");

Whereas CityView proposes to license its software application to Licensee on the terms and conditions set out in this Agreement;

Whereas CityView desires to provide the Licensee with support and maintenance services related to its software application;

Whereas the Licensee has received the proper approvals such that it will license the software application;

Now therefore, the two parties agree to the following:

1. DEFINITIONS

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings, and to the extent that any capitalized words are not defined in this Agreement but in either the Support and Maintenance Agreement or in the Contractual Services Agreement, then those words shall have the meaning ascribed to them in those respective agreements with priority being assigned to the Contractual Services Agreement and then to the Standard Support Service Level Agreement.

- a. **"Add-on"** means an individual component of the software that provides a specific functionality. The Add-ons for which the Licensee is purchasing a License in this License Agreement are listed under User Software and Server Software in Schedule "A".
- b. **"Agreement"** means this Software License and Support Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement.
- c. **"Application Builder"** is a specific module that permits Licensee to have access to development tools within the Software.
- d. **"Core Software"** means that portion of the Software that provides the base functionality which, when installed and implemented, will always be in operation when the Software is in operation on the Designated Computer System.
- e. **"Defect"** means a failure of the Software to substantially perform in accordance with the Documentation.
- f. **"Designated Computer System"** shall mean the Licensee's platform and operating system environment which is operating the Software.
- g. **"Documentation"** shall mean user guides, operating manuals, technical manuals, supporting materials, and other information relating to the use of the Software, whether distributed in print, magnetic, electronic, or video format.
- h. **"Event of Default"** shall have the meaning ascribed to it in section 7.
- i. **"Functional Requirements"** means the features and functionality of the Software as described in the RFP Response.
- j. **"Maximum Concurrent Users"** shall have the meaning ascribed to it in section 3.
- k. **"Module"** means a particular application component of the Software that provides general functionality.
- l. **"Software"** shall mean the licensed CityView application software consisting of the Core Software, the Application Builder, the Modules and the Add-ons, including all Releases provided subsequent to this Agreement, and including all copies made by whomsoever produced.
- m. **"Source Code"** of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.
- n. **"Update"** means a modification or enhancement to the Software related to a bug fix, minor additional functionality, or other changes that do not rise to the level of an Upgrade.
- o. **"Upgrade"** means a major revision of the Software which is a complete new version of the Software.
- p. **"User"** means an agent of Licensee who has been provided with permission by CityView to be a User or an employee of Licensee while that agent or employee is engaged in using the Software.
- q. **"Desktop Configuration Tools"** are a set of tools used for the process of defining the values of parameters for the Software. This includes but is not limited to Lookup table values, Fees, Letter templates, Activity-based workflows, custom data fields and

business rules definable in the Software rules engine.

2. SCHEDULES

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule "A" -	Description of Software, Software & Maintenance Fees, Payment Milestones and Deliverables
Schedule "B" -	Optional Escrow Services Languages
Schedule "C" -	Application Builder Correct Usage Protocol (where applicable; not applicable to this purchase)
Schedule "D" -	CityView Standard Support Service Level Agreement
Schedule "E" -	RFP Response
Schedule "F" -	Designated Computer System Recommendation

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this License Agreement shall control.

3. LICENSE

Subject to the terms and conditions of this Agreement, CityView hereby grants the Licensee a non-transferable, non-exclusive and limited license to:

- a. Use the Software on Licensee's Designated Computer System for its own internal business purposes or operations with access to third parties as reasonably necessary for the intended use and otherwise in accordance with the Documentation. The Software is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) of that computer;
- b. Copy the Documentation and copy the Software into any machine readable form for back-up, archival or training purposes in support of the Licensee's use of the Software on the Designated Computer System PROVIDED THAT:
 - i. the Licensee shall maintain a record of the number and location of copies made and to erase all such copies promptly when no longer in use or necessary;
 - ii. the copies, together with the original, shall remain the property of CityView; and
 - iii. the Licensee has not removed or obscured any copyright, trademark or other proprietary notices from the Documentation, Software and related materials supplied by CityView; and
- c. Customize the Software using the Application Builder and such customizations using the Application Builder are not subject to the restrictions detailed in Section 4.

The City maintains the rights to the functionality that was originally licensed, even if that functionality later gets renamed or rebundled but nothing herein automatically gives a right to the Licensee to a new version of the Software.

The Software and related materials supplied by CityView are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by CityView remain with CityView and any rights not expressly granted are reserved. Use of the Software and related materials supplied by CityView is subject to the applicable copyright laws and the express rights and restrictions of this Agreement.

The Software that is delivered to the Licensee includes all of the Modules, the Core Software, the Application Builder and the Add-ons as listed in Schedule A. The Licensee's use of these components is subject to the restrictions detailed in Section 4.

The number of Users who may access the Software at any one time is limited to the "**Maximum Concurrent Users**" as listed in Schedule "A". Any request to increase the number of Maximum Concurrent Users may entail additional license fees. The Licensee is not restricted in the number of employees or agents who may be permitted to use the Software. The Maximum Concurrent Users restriction only applies to those accessing the Software at the same time.

Certain features of the Software may be licensed with the designation of "Read Only". Such a "Read Only designation" Only license permits users to view those features of the Software, but not the right to input, write or otherwise alter any data or information. Any applicable "Read Only" designation will be stated in Schedule "A" and those features of the Software will be licensed as such.

The license rights granted herein and the other terms and conditions of this Agreement do not apply to any third party software listed in Schedule "A" to this Agreement. Such third party software is licensed pursuant to and subject to all of the terms and conditions set out in the applicable third party license agreements for such software. For greater certainty and without limiting the generality of the foregoing, CityView makes no warranties, express or implied with respect to the third party software, including without limitation, their merchantability or fitness for a particular purpose and CityView accepts no liability of any kind whatsoever with respect to third party software. However, CityView will grant and pass through any warranty that CityView receives from the third party software provider to the extent that CityView is permitted to do so and has such rights to pass through.

4. LICENSE RESTRICTIONS

- a. Without limiting the generality of the License granted in Section 3 and any other restrictions listed in this Agreement, Licensee shall not, and will not allow, direct or authorize any other party, directly or indirectly, to: (i) use the Software for any purpose other than in connection with Licensee's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, (iii) attempt to reconstruct or discover the Source Code of the Software or to otherwise convert it into human readable code; (iv) modify or create derivative works of the Software; (v) rent, lease, lend, or use the Software for timesharing or bureau use; (vi) allow a third party to copy, access, or use the Software; (vii) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement or; (viii) attempt to access a Module or Add-on for which a license has not been granted. Licensee shall be wholly liable to CityView for any misuse of the Software and these restrictions are absolute except as and only to the extent that this Agreement may expressly permit CityView to do otherwise.
- b. The Licensee is permitted to use the Software in one (1) production environment and unlimited non-production environments for the purposes of disaster recovery, disaster training, archival and backup. Licensee requires a separate License for each production environment into which the Software or any portion thereof is read in machine-readable form. CityView provides support on one production and one test environment.
- c. The Software has various components which some customers may require and others do not (for example, Application Builder). The calculation of the license fee payable by a customer includes consideration for the number of components a customer requires. As such, the Licensee may only use those components of the Software for which it has paid license fees. Upon the payment of the applicable license fee, Licensee shall be provided with an electronic key which will permit Licensee to use those components of the Software for which it has paid a license fee as identified in Schedule "A". The Licensee may at any time request to license additional components, the use of which shall be subject to the payment of the appropriate license fee and the provision of an additional electronic key.
- d. The Licensee may only use the Application Builder where it has paid the appropriate license fee. Upon the payment of the applicable license fee Licensee shall be permitted to use the Application Builder subject to any restrictions that may be detailed in writing when such permission is granted.
- e. Prior to the use of the Software for each renewal term, the use of the Software will be subject to the Licensee's receipt from CityView of an electronic key permitting access to the Software. The receipt of the electronic key is subject to the renewal of the Standard Support Service Level Agreement. The Licensee acknowledges that it will not be able to use the Software in any fashion without the use of the electronic key and that it understands fully its obligations in order to receive each electronic key. Access to the electronic key by the Licensee will not be unreasonably withheld by CityView.

5. LICENSE FEES

The rights granted to Licensee hereunder are subject to the Licensee paying to CityView the following license fees:

- a. A license fee to use the Software; license fee(s) in relation to the Modules for which the Licensee has requested access; and the license fee related to the Application Builder, if requested by Licensee, as delineated in Schedule "A".
- b. The appropriate license fees are detailed in Schedule "A" and the Modules for which a license is provided are also listed in Schedule "A" (including the details of the applicable license fees). Upon agreement by the parties, the list of licenses for Modules in Schedule "A" may be amended from time to time by a separate Amendment that specifically references this Agreement and which amends Schedule "A" by detailing those Modules that are being licensed or will no longer be licensed in accordance with the terms of this Agreement.

The failure to pay such license fees within ninety days of an undisputed invoice may terminate this Agreement, subject to the notice and cure provisions in Section 8(c) of this Agreement, despite any cure periods provided elsewhere herein and section 8c) shall apply.

In addition to the above required license fees, any services applicable to the installation, implementation, training or configuration of the Software (both at the time the initial license is granted and for any subsequent licenses) may require additional professional service fees for the provision of the applicable professional services both of which would be subject to the applicable Contractual Services Agreement, Statement of Work, and/or Change Order.

6. SUPPORT AND MAINTENANCE

In consideration of payment of the annual support and maintenance fee set out in Schedule "A" (the "Support and Maintenance Fees"), CityView will provide the following support and maintenance services ("Services"):

- a. Priority response on support requests regarding the Software, as described in the CityView Service Level Agreement Attached as Schedule "D";
- b. Remote diagnosis of operational issues related to the Software, provided that the Licensee has obtained, at its cost, the necessary software, hardware and instruction to allow CityView to provide such assistance.

- c. CityView shall supply all Updates and Upgrades to Licensee at no additional charge other than the payment of the Support and Maintenance Fees. Upgrades may require additional services to be performed by CityView outside of the scope of those services provided by CityView as described in Schedule "D" including additional training not covered by the Contractual Services Agreement and professional services for the installation and implementation of the Upgrade that will be subject to CityView's then-prevailing policies, terms and hourly rates. Licensee is solely responsible for re-validating the configuration settings used with the Software following the installation of any Updates or Upgrades prior to using such Update or Upgrade in a production environment. CityView shall ensure that existing configuration remains functional and consistent across upgrades, wherever possible, so as to minimize the amount of change required prior to delivering the upgrade into a production environment. Licensee accepts that new functionality may not work properly unless additional services are performed to configure it for the City's use.
- c. Maintenance of integration and/or interfaces with Third Party Software

Annual Increase to Fees. During the term of this Agreement, the Support and Maintenance Fees may not increase on an annual basis by more than 3% but may increase by more if new modules are added to and become subject to this Agreement as described in subsection 3(c) above, but only for the year in which such modules are added (or the following year if no changes were made in the year the modules were added).

BLUEBEAM. Where CityView has provided licenses to BLUEBEAM software pursuant to this Agreement, the Licensee must also purchase all support and maintenance services for the BLUEBEAM software directly from CityView. CityView agrees that Support and Maintenance Fees for the BLUEBEAM software shall not exceed the fees that would be charged by BLUEBEAM for equivalent support and maintenance services. Licensee agrees that CityView's support and maintenance services for the BLUEBEAM software are special and cannot be adequately provided by another third party because of the integration between the Software and BLUEBEAM software.

Enhancements. CityView shall consider and evaluate the development of Enhancements for the specific use of Licensee and shall respond to Licensee's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by CityView and Licensee unless incorporated into the base Software by CityView.

Functionality Replacement. For a period of five (5) years from the Effective Date, if a new release of the Software removes functionality that was originally licensed to Licensee and that is material to Licensee's internal business, upon request of Licensee, CityView will use reasonable efforts to provide alternative means for performing the same function, at no additional cost to Licensee beyond payment of the annual support and maintenance fees in accordance with this Agreement. Functionality Replacement does not apply where the process or methodology for using a particular Software function has changed, but the end function still remains within the Software.

Successor Software. As long as Licensee pays the annual Support and Maintenance Fees to CityView for the Software, then for a period of eight (8) years from the Effective Date, (i) in the event CityView ceases to market or make available maintenance or support services for the Software reasonably comparable to the support to be provided under the Agreement, and HARRIS has not promptly cured such failure despite Licensee's demand that CityView make available or perform such maintenance and support, and (ii) CityView makes available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the Software, then Licensee, at Licensee's sole discretion, may transfer the Software to the Successor Products, for no additional license fees. In the event Licensee elects to transfer the Software to the Successor Products, Licensee shall return to CityView the Software and pay the then-current annual support and maintenance fees for the Successor Products, and fees for services at CityView's then current rate(s). If no Successor Product(s) is/are available, then as Licensee's exclusive remedy, CityView will work with Licensee to adjust Licensee's going-forward maintenance and support fees commensurate with the Software module(s) that continue to be supported, with a proportionate (to the unsupported modules) credit to Licensee of any prepaid but unused maintenance and support fees. Additionally, Licensee will be entitled to an electronic key which will permit Licensee to use those Software modules that are no longer supported for which it has paid a license fee for three (3) years without any additional fees.

Federal, State and Court Mandated Changes. CityView shall supply Licensee with all federal, state, and court mandated changes to the Software; provided, however, that CityView reserves the right to bill Licensee for services required to provide federal, state, and court mandated changes. CityView will make a good faith effort to provide Licensee with these changes not later than thirty (30) days after the required compliance dates prescribed by the aforementioned bodies, provided that Licensee gives CityView at least nine (9) months prior written notice of such mandated changes. In the event that CityView is unable to supply these changes within thirty (30) days of the required compliance date, Licensee may, elect to terminate this Agreement upon thirty days' prior written notice if no alternate resolution can be reached. If this agreement is terminated under this paragraph, Licensee shall not be entitled to any damages for failure to provide changes within the required compliance dates.

7. CONTEMPORANEOUS AGREEMENTS

The parties agree that execution of the following agreements are conditions precedent to the effectiveness of this Agreement and that the following agreements shall be entered into no later than contemporaneously with the execution of this Agreement.

- a. the Support and Maintenance Agreement, as exhibit Schedule D, which shall detail CityView's support obligations in relation to the Software; and
- b. the Contractual Services Agreement which shall detail CityView's installation and implementation services for the Software.

Additionally, the Licensee shall have the option of entering into an Escrow Agreement. In the event that Licensee wishes to have the Source Code to the Software deposited in an escrow account for Licensee's benefit, Licensee shall sign the escrow language in Schedule "B" and such terms shall apply to this Agreement. If executed, the Escrow Agreement shall govern the terms and conditions whereby Licensee could gain access to the Software source code for the purpose of maintaining and supporting the Software. Licensee shall be solely responsible for the costs associated with the Escrow Agreement as may be invoiced by CityView.

An Event of Default shall be deemed to have occurred if CityView: (1) ceases to market or make available Services for the Software during a period in which the Licensee is receiving Services pursuant to the Standard Service Level Support Agreement, or, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, (3) ceases business operations generally or (4) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of CityView.

8. TERM AND TERMINATION

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and is for a duration of one (1) year (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") unless Licensee provides written notice to CityView of its intention not to renew within ninety (90) days of the end of the then current term. The Initial Term and each Renewal Term shall collectively be referred to as the "Term".

- a. Prior to the completion of the services as described in the Contractual Services Agreement ("Professional Services"), this Agreement may be terminated by Licensee at any time by providing CityView with notice only where the Licensee has terminated the Contractual Services Agreement in accordance with its terms. Otherwise, the Licensee may only terminate this Agreement prior to the completion of the Professional Services where CityView has materially breached its obligations under this Agreement and failed to remedy them as permitted hereunder.
- b. CityView may terminate this Agreement where Licensee fails to comply with its obligations of confidentiality or the obligations under section 4(a) of this Agreement, whereby CityView must notify the Licensee in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Licensee must correct the default at no additional cost to CityView, or issue a written notice of its own disputing the alleged default, in either case within ten (10) days immediately following receipt of a Default Notice.
- c. If the Licensee fails to correct the default, or issue a notice disputing the alleged default, in either case within ten (10) days following receipt of the Default Notice, CityView may terminate the whole of this Agreement including the grant of license to the Software and in such case the Licensee will be responsible for payment to CityView of only that part of the fee earned by CityView for that part of the Professional Services performed in accordance with the Contractual Services Agreement, unless that agreement states otherwise, up to the time of communication of such notice of termination to the Licensee and the entire License Fee for all Software that was fully installed on the Designated Computer System. Once a dispute has been settled, to the extent that any issues still remain unresolved in the Default Notice, Licensee shall have ten (10) days to remedy such breach following the date of the settlement of the other issues.
- d. Despite the above, for any Default Notice alleging a breach Subsection 4(a) (iii), CityView may terminate this Agreement at any time for a period of thirty (30) days following the delivery of a Default Notice despite Licensee rectifying such default.
- e. If Licensee provides written notice to CityView of its intention not to renew for an additional one (1) year term as a result of Licensee transitioning to another software provider, Licensee may elect to extend support and maintenance services on a prorated quarterly basis. Support and maintenance services do not include transition services.

9. PROCEDURE FOLLOWING TERMINATION

- a. If this Agreement is terminated for any reason except an Event of Default, then within thirty (30) days following such termination, the Licensee shall destroy/return the Software and any Documentation to CityView, at CityView's absolute discretion, and the Licensee shall certify, under the hand of a duly authorized officer of the Licensee, that all copies of the Software and Documentation or any part thereof, in any form, within the possession or control of the Licensee have been destroyed/returned to CityView.
- b. Upon the termination of this Agreement for any reason except for an Event of Default, the Licensee will not be entitled to access the Source Code through the escrow agreement where a valid escrow agreement exists.
- c. Upon the termination of this Agreement for any reason whatsoever, (i) the parties agree that the Standard Support Service Level Agreement expires on its own terms, (ii) and the confidentiality provisions shall survive and be binding on both parties for five (5) years from the date of termination.

10. CITYVIEW'S PROPRIETARY RIGHTS

The grant of the License herein contained permits the limited use of the Software by the Licensee. Title to and all property in the Software, its name, logo and computer stored data shall remain exclusively with CityView.

The Licensee hereby acknowledges that the Software and the Documentation is the property of CityView and that the Software constitutes a trade secret, and agrees to exercise due care and diligence in safeguarding the Software, the Documentation and CityView's proprietary interest.

The Licensee also acknowledges that any negligence or deliberate violation of this Agreement on its part which results in failure to protect CityView's proprietary interest in the Software shall actually and materially damage CityView.

In order to ensure compliance with the terms of this Agreement, CityView shall be entitled, upon reasonable notice to Licensee and subject to CityView's compliance with Licensee's reasonable security measures, to enter upon the Licensee's premises during normal business hours and require the Licensee to produce such information, records and documents as may be required to ascertain compliance.

CityView may revise or update the Software from time to time but shall have no obligation to provide such revision or update to the Licensee, unless the Licensee has paid in full the Annual Support and Maintenance fee set out in Schedule "A".

11. LIMITED WARRANTY OF PERFORMANCE

CityView provides the following warranty with respect to the Software:

- a. CityView warrants that the Software will substantially perform as described in the Documentation (which, in respect of this Section, shall include the Functional Requirements), for the warranty period of one (1) year after Go Live, if the Software is used in accordance with the Documentation, the terms of this Agreement and where the Licensee has installed the Required Programs and on the Required Hardware.
- b. CityView warrants that the Software (including any Releases) will be provided via electronic delivery.
- c. CityView warrants that it will at all times during the Term of this Agreement maintain a valid escrow agreement which will commence on the date of execution of this Agreement and will continue as long as the Licensee is covered by Support and Maintenance pursuant to this Agreement so long as the Licensee has paid the applicable Escrow Service Fees.

The express warranties contained in this Section 11 are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade, including all warranties related to the merchantability and fitness for a particular purpose of the Software. No warranties are provided in relation to Releases in this License Agreement. CityView reserves the right to correct any Defects about which it is made aware and to produce Releases at a time of CityView's own choosing and at Harris's discretion. Without limiting the generality of the foregoing, CityView does not represent or warrant the operation of the Software will be error free. Licensee further acknowledges that it is solely responsible for determining whether the Functional Requirements meet the operational needs of Licensee as set forth in the RFP response.

CityView shall not be liable for any breach of the warranties contained in this Section 11 which results from causes beyond the reasonable control of CityView, including

- (a) where the installation, integration, modification or enhancement of the Software has not been carried out by CityView or its authorized agent, or where Licensee has taken any action which is expressly prohibited by the Documentation or this License Agreement;
- (b) any use or combination of the Software with any software (excluding Third Party Software recommended by CityView in the RFP Response), equipment or services not supplied by or on behalf of CityView, provided, however, that this exclusion shall not include Defects caused by interfaces provided by CityView to other software and equipment;
- (c) user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in the relevant scope of work or in this License Agreement;
- (d) Licensee's failure to install a new Update which has been released to remedy an error or bug, and which CityView has stated to Licensee is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Cityview may determine is important in its sole discretion; or
- (e) Defects that are temporarily created as a result of hardware malfunctions as a result of natural disasters, power surges, lightning strikes, and the like.

Licensee's sole recourse in the event the Software does not conform to the Documentation (which, in respect of this Section, shall include the Functional Requirements is the repair and replacement of the Software. The Licensee agrees to allow CityView the opportunity to make repeated efforts within a reasonable time to correct programming errors or malfunctions as warranted in this Agreement.

12. WARRANTY OF INTELLECTUAL PROPERTY RIGHTS

CityView warrants:

- a. that it has the full right, authority and power to enter into this Agreement and to grant to the Licensee the Licenses and rights conveyed by this Agreement; and
- b. that the Software is an original work of authorship and does not infringe the intellectual property rights of others.

In the event there is a third party claim against Licensee alleging that Licensee's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States patent, copyright, trade-mark or trade secret, CityView shall, at its expense, defend Licensee and pay any final judgment against Licensee or settlement agreed to by CityView on Licensee's behalf; provided that Licensee promptly notifies CityView of any such claim or proceeding and shall give CityView full and complete authority, information, and assistance to defend such claim or proceeding. This indemnity is only effective where (i) Licensee has not made any admissions or begun settlement negotiations either prior to or after providing notice to CityView of the applicable claim except with CityView's prior written consent, (ii) CityView shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement, and (iii) Licensee has not modified the Software in any manner whatsoever except with the prior written consent of CityView.

Any breach by Licensee of its covenants under this section 12 shall nullify this indemnity but not the sole right of CityView to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith. In the event that the Licensee's use of the Software is finally held to be infringing or CityView deems that it may be held to be infringing, Licensee agrees that the sole remedy available to it is that CityView shall, at CityView's election: (1) procure for the Licensee the right to continue use of the Application Software; or (2) modify or replace the Software so that it becomes non-infringing.

The foregoing states CityView's entire liability, and the Licensee's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other property interest rights relating to the Software, or any part thereof or use thereof. CityView's obligations under this Section 12 shall survive the termination and/or expiration of this Agreement.

Licensee may, at Licensee's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

13. REMEDIES AND LIABILITY

- a. The Licensee and CityView recognize that circumstances may arise entitling the Licensee to damages for breach or other fault on the part of CityView arising from this Agreement. The parties agree that in all such circumstances the Licensee's remedies and CityView's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
 - i. EXCEPT FOR DAMAGES ARISING OUT OF (a) CITYVIEW'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) INDEMNITY OBLIGATIONS PROVIDED IN SECTION 12, BOTH PARTIES AGREE THAT CITYVIEW'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEES AND THE SUPPORT AND MAINTENANCE FEES, AS APPLICABLE, PAID TO CITYVIEW BY LICENSEE DURING THE THEN-CURRENT TERM OF THIS AGREEMENT.
 - ii. IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY .
 - iii. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.
- b. Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Licensee for liabilities of CityView arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

14. INJUNCTIVE RELIEF

The Licensee agrees that the breach of any term, provision or condition of this Agreement by the Licensee may cause irreparable damage to CityView in which case an award of damages may not be adequate relief to CityView. Therefore, the Licensee agrees that in addition to all the remedies available to CityView in the event of any breach of this Agreement by the Licensee, CityView shall have the right to obtain timely injunctive relief to protect its proprietary right.

15. COUNTERPARTS

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

16. GOVERNING LAW

The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the state of Oregon without reference to principles of conflict of laws.

17. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. This Agreement completely replaces all other software license agreements that may have been entered into between the parties (including all precursor entities, including those entities that have amalgamated with N. Harris Computer Corporation).

18. RIGHT TO ASSIGN

This Agreement and the rights and liabilities hereunder shall not be assigned by the Licensee unless consent in writing is obtained from CityView.

19. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. SEVERABILITY

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

21. WAIVER

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppel, or otherwise.

22. MEDIATION

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

23. ALLOCATION OF RISK

Licensee acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Licensee and CityView and set forth an allocation of risk reflected in the fees and payments due hereunder.

24. NON-SOLICITATION

The parties agree that during the term of this Agreement, and for a period of two (2) years thereafter, they will not, without the express prior written consent, directly or indirectly, solicit any person for employment, who is currently employed by the other party. In addition, any person who has been previously employed by either party, shall be prohibited from servicing or providing consultation within the scope of work contemplated by this Agreement for a minimum of two (2) year after their current employment.

IN WITNESS WHEREOF, Licensee and CityView have executed this Contract as evidenced by dual signature below.

ACCEPTED:

CityView Authorized Signature:

Name: _____

Title: _____

Date: _____

ACCEPTED:

Licensee Authorized Signature:

Name: _____

Title: _____

Date: _____

SCHEDULE "A"

TO THE SOFTWARE LICENSE AND SUPPORT AGREEMENT

Software & Maintenance Fees, Payment Milestones and Deliverables

Description of Software

Software & Licensing:	Quantity	Price	Payment Terms
Application Software - CityView Solutions:			
CityView Property Information (required)	1	\$ -	30% on execution of the contract 50% on Initial Installation 20% on Final Acceptance
CityView Permits & Inspections	1	\$ 10,500	
CityView Planning	1	\$ 10,500	
CityView Code Enforcement	1	\$ 10,500	
CityView Business Licensing	1	\$ 10,500	
CityView Cashiering	1	\$ 7,500	
CityView Electronic Plans Review	1	\$ 20,000	
CityView Portal (licensed for 4 business processes only i.e. Building Permits, Planning Permits, Code Complaints and Business Licensing)	1	\$ 20,000	
User Software:			
Concurrent Read/Write User Licenses	110	\$ 188,500	
CityView Mobile (Building/Encroachment Inspections)	25	\$ 12,000	
CityView Mobile (Code Enforcement Inspections)	5	\$ 5,000	
CityView Mobile (Planning Inspections)	5	\$ 5,000	
Bluebeam Revu (eXtreme)	75	\$ 19,725	
Server Software:			
CityView Server (required)	1	\$ 7,500	
CityView Esri ArcGIS Mapping Extension (unlimited users)	1	\$ 7,500	
CityView Supported EDMS Extension	1	\$ 5,000	
CityView MS Exchange Extension	1	\$ 5,000	
CityView MS Outlook Add-in	1	\$ 5,000	
CityView MS Word Add-in	1	\$ 5,000	
CityView Web Services (IVR) Extension	1	\$ 5,000	
Total:		\$ 359,725	

Mandatory Annual Software Maintenance	Deliverables	Payment Milestone	Payment Terms
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Annual Software Maintenance	Provides: • All major and minor software upgrades • Unlimited technical support; • Unlimited access to the CityView FTP site • Unlimited access to the CityView Connect • Support for stated interfaces (as described in the Statement of Work) for Munis (GL), Tyler Content Management, TrackOne, Selectron IVR, County's New World system, Import routine for external inspector data, Infor, Property Valuation Import Routine, Payments through IVR	\$86,878	Due upon Go-Live or August 1, 2018 whichever is sooner
Bluebeam Revu Annual Software Maintenance	First line of support for Bluebeam Revu	\$3,225	Invoiced on execution of contract and due net 30 days

The City may purchase additional User Software licenses through a formal change order for a period up to 3 months following final acceptance at the fixed price as stated below:

Software & Licensing:	Quantity	Unit Price	Annual Software Maintenance
User Software:			
Concurrent Read/Write User Licenses	1	\$1,700	\$374
CityView Mobile (Building/Encroachment Inspections)	1	\$350	\$77
CityView Mobile (Code Enforcement Inspections)	1	\$350	\$77
CityView Mobile (Planning Inspections)	1	\$350	\$77



SCHEDULE "B"

Optional Escrow Services Languages



CityView/Harris Computer Systems

ESCROW SERVICES AGREEMENT

SERVICES AGREEMENT by and between CityView ("CityView"), a division of Harris Computer Systems Corporation, a Canadian Corporation and wholly owned subsidiary of Constellation Software, Inc., having offices at #4464 Markham St – Suite 2307, Victoria, BC, V8Z 7X8 and the City of Bend, OR ("Customer"), having offices at 710 NW Wall St., Bend, Oregon, 97701, is made and entered into as of the _____ day of Month _____, 2016.

PREAMBLE

WHEREAS:

- a) CityView owns or has the right to license certain Software ("Programs"); and
- b) CityView provides software escrow services ("Escrow Services") to its licensees and is willing to provide such services to Customer on the terms and conditions specified in this Agreement; and
- c) Customer has licensed the Software ("Programs") specified in the Contractual Services Agreement dated _____, 2016
- d) The initial Support and Maintenance period specified in the Contractual Services Agreement has not expired or the Customer has made timely renewal payments;

THEREFORE in consideration of the premises and of the mutual covenants herein set forth, the parties agree as follows:

PROGRAMS	ANNUAL FEES	UPDATE FEES
As specified in the Contractual Services Agreement	\$1,500	\$500

SECTION 1: CityView PROGRAMS

- 1.1 "Program" means the software application(s) set in the Contractual Services Agreement or otherwise made available by CityView or use by the Licensee as a part of this Agreement.

SECTION 2: ESCROW SERVICES

- 2.1 Term: Escrow Services will commence on the date of execution of this Agreement and will continue as long as the Customer is covered by Support and Maintenance pursuant to the Software License and Support Agreement and any Support and Maintenance Service Agreement entered into between the parties and so long as the Customer has paid the applicable Escrow Service Fees. Escrow Services will terminate automatically upon the termination of the Software License and Support Agreement or of an applicable Contractual Services Agreement, Service Agreement, or upon non-payment of Support and Maintenance fees or Escrow Services Fees.
- 2.2 Charges: The fee for the first delivery of the Escrow Materials will be the Annual Fee. Subsequently, the Annual Fee will be billed as a supplementary charge to the Support and Maintenance fees under the same payment terms. Should Customer request Escrow Materials outside the normal release update cycle, the Update Fee will apply.
- 2.3 Delivery of Escrow Materials: "Escrow Materials" is defined as a sealed package containing a copy of the Program's source code on CityView supported electronic medium in the format and system environment used by CityView and Customer in its own operation to generate object code, together with a copy of the existing systems documentation developed for the Programs and the specifications for the operating environment and software tools required to make effective use of the source materials. Escrow Materials will be shipped within ten (10) days of the initial payment of the Annual Fees to CityView's then current Escrow Agent, Jones Emery Hargreaves Swan, Suite 1212 - 1175 Douglas Street, Victoria, B.C., V8W 2E1. Subsequently, provided Customer has maintained payment of the Support and Maintenance fees and Escrow Services Annual Fees, the existing Escrow Materials will be exchanged for a replacement set comprising the then-current source and documentation and shall again be placed with CityView's then current Escrow Agent, such exchange occurring as soon as practical following the shipment of a new release of the Programs.
- 2.4 Access to Escrow Materials: Escrow Materials shall remain in a sealed package and shall be held, in trust, by CityView's Escrow Agent. Customer shall be entitled to verify with the Escrow Agent that the Escrow Materials (namely the sealed package containing the then current source code) have been placed with CityView's Escrow Agent. However, Customer shall not be entitled to access the Escrow Materials unless and until one of the following events occur:



- a) CityView is unwilling or unable to complete modifications to the programs which are required to allow Customer to comply with regulatory or legal requirements which are beyond the control of Customer; or
- b) CityView takes advantage of the insolvency laws of any jurisdiction; or
- c) CityView makes an assignment in bankruptcy or is adjudicated as bankrupt pursuant to section 7 of the United States Code; or
- d) CityView makes a general assignment for the benefit of its creditors; or
- e) CityView has a receiver, administrator or manager of its property, assets or undertakings appointed in such circumstances as would adversely affect the continuing use by Customer of the Software specified in the Contractual Services Agreement; or
- f) CityView is ordered by any Court of competent jurisdiction to be wound up; or
- g) CityView becomes insolvent; or
- h) CityView ceases doing business as a going concern.

2.5 Warranties of CityView: Provided Customer complies with the terms of the Software License and Support Agreement and all Supplements and Addendums thereto and pays the agreed Support and Maintenance fees, CityView will, to the extent that it is still supplying such services to other customers, warrant that the Escrow Materials and replacement Escrow Materials delivered under this Agreement will be complete, accurately reflect the most current version of the source code of the Programs used by Customer, incorporate all changes made to the Programs or the source code thereof from the previous time the Escrow Materials were delivered to CityView's Escrow Agent under this Agreement, and contain no passwords or other devices that would prevent or prohibit the use of the Escrow Materials at any time should an event in s.2(4) occur.

2.6 CityView's Intellectual Property: Customer acknowledges that the Escrow Materials are and shall remain solely CityView's property (tangible and intellectual). Customer furthermore acknowledges that any breach or violation of this Agreement would cause CityView irreparable harm and that legal remedies, in themselves, may not adequately remedy such breach or violation. CityView therefore shall be entitled to pursue, in addition to any legal remedy available to it, all equitable remedies (including injunctive relief and specific performance). Customer hereby warrants that it shall not attempt to access, except pursuant to the provisions of this Agreement, the Escrow Materials and replacement Escrow Materials delivered under this Agreement to CityView's Escrow Agent. Even in the event of access to the Escrow Materials by Customer pursuant to s.2 (4), Customer acknowledges that it shall only be entitled to use the source code and documentation in the same manner in which Customer is permitted to use the object code of the Programs as specified in the License, with the additional license to modify the source code and convert it to executable object code. In particular, without restricting the generality of the foregoing, the release, modification, enhancement, or alteration of the Escrow Materials does not alter CityView's complete and sole ownership of all property rights in the Programs and Customer shall sign all written instruments to this effect if required by CityView or an agent acting on behalf of CityView. Customer furthermore acknowledges that any resultant modification or enhancement to the Escrow Materials shall become CityView's intellectual property and Customer shall sign all written instruments to this effect.

SECTION 3: PAYMENT

3.1 Excepting the initial invoice that is due upon execution of this Agreement, all fees shall be paid within thirty (30) days after receipt of the invoice. Customer shall pay all applicable shipping charges and taxes, exclusive of CityView's income and corporate franchise taxes. If any invoice is not paid within thirty (30) days, Customer shall pay a late payment charge of 1% per month on the unpaid amount, together with the amount of the original invoice. Customer shall reimburse CityView for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by Customer.

SECTION 4: TERMINATION AND DEFAULT

4.1 Termination: At Customer's option, this Agreement may be terminated by providing notice in writing to CityView at least thirty (30) days prior to an annual Escrow Services renewal date. Upon termination, CityView's Escrow Agent shall return all Escrow Materials to CityView and any and all rights enjoyed by Customer hereunder shall automatically and immediately terminate.

4.2 Remedy of Default: This Agreement may be terminated by either party if the other fails to perform or comply with any provision of this Agreement, provided that a party intending to terminate under this provision will provide written notice of the applicable default to the defaulting party, and termination based thereon will only be effected if the defaulting party fails to rectify the specified default within sixty (60) days after receipt of such notice. Upon the occurrence of an Event of Default by CityView and failure by CityView to remedy, if Customer elects not to terminate this Agreement, then the Customer shall be entitled to have access to the Escrow Materials currently in CityView's Escrow Agent's possession and the Escrow Materials will, subject to the provisions of s. 2(6) hereof, be released from the escrow restrictions forthwith.

SECTION 5: GENERAL PROVISIONS

- 5.1 Assignment: Neither party hereto shall be entitled to assign that party's rights and obligations under this Agreement without the express written agreement of the other party, such agreement not to be unreasonably withheld.
- 5.2 Severability: Any provision of this Agreement which is prohibited by law or is unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- 5.3 Enurement: This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.
- 5.4 Modification: This Agreement may not be modified except in writing by an authorized signatory of each party.
- 5.5 Marketing: Customer agrees that CityView may publicly refer to Customer orally and in writing as a client of CityView. Any other reference to Customer by CityView requires the written consent of Customer.



- 5.7 Notification: All notices under this Agreement shall be in writing and delivered by overnight delivery service or certified mail, return receipt requested, to the address specified above. Either party may change its address by providing notice in accordance with this Section.
- 5.8. Governing Law: Except where prohibited by law, the Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. Except where prohibited by law, this Agreement shall attorn to the jurisdiction of a competent court within a mutually agreed upon region in the Province of British Columbia -.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

CITY OF BEND, OR

CityView

By: _____

By: _____

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____

By: _____

Name Printed: _____

Title: _____

SCHEDULE "C"

Application Builder Correct Usage Protocol

(not applicable to this purchase)

SCHEDULE "D"

CityView Standard Support Service Level Agreement



CITYVIEW STANDARD SUPPORT

Service Level Agreement

Version 2016.7

CITYVIEW STANDARD SUPPORT – SERVICE LEVEL AGREEMENT

Contract Term: 1 Year (renewable annually)

Support Channels: Web, Email or Telephone

Support Requests Allowed: Unlimited

Who Can Report: Individuals who are trained in the use of CityView can report issues to Customer Support.

Hours of Coverage: Coverage hours are 5:00 a.m. to 5:30 p.m. Pacific Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. (Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support.)

Accessing Support: The preferred method of opening a support incident is to use our CityView Connect Feedback mechanism within the software. Telephone support requests should be preceded by filing a support request within CityView Connect web site, including a detailed problem description. Telephone support requests will be answered live during business days, though staff may be involved serving other customers. If your call is not answered live, please leave a message, including the support request tracking number you received from the electronic filing, your name and phone or pager number. Messages are typically responded to within two hours.

Auto Acknowledgement: CityView Connect will assign a case number, accessible from the CityView Connect Feedback Status web page. Email and telephone correspondence will also result in cases being created and those will be available for review through the CityView Connect Feedback Status web page. Whenever the status of your incident changes, an email notification will automatically be sent to the individual that opened the call.

Request Response Time: A technical support engineer will respond to all requests within the time frames specified in Table 1. Business hours are 5:00 a.m. to 5:30 p.m. Pacific Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support. We process requests in the order of their priority followed by order of submission.

What we will do if we don't hear back from you: If we don't hear back from you in ten business days, we will close your support request and mark it as "Closed / No response from customer."

Resolution of Bug-Related Requests: We will keep your request open and follow up when a fix is available in a production release. We will also contact you if we post an experimental build that will help with your problem.

What We Need to Help You

CityView wants to be as responsive as possible to your support needs. To accomplish this goal, the CityView customer support staff relies on your knowledge, self-sufficiency, and thoroughness during the troubleshooting process. You reap the benefits from this effort — it allows CityView to focus on the more difficult problems and make the product more robust. It also helps control the amount CityView charges for support.

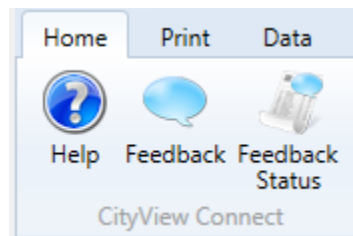
- **Knowledge:** You should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in your environment before you install CityView.
- **Self-sufficiency:** Please be as self-sufficient as possible when you encounter problems. You can do this by referring to technical documentation for your environment and by searching our CityView Connect Help site to determine if your issue is addressed before you submit it to our customer support staff.

- **Complete information:** As with any troubleshooting process, accurate and timely resolution depends on information. When you request support, please fill in all relevant fields in the request form, provide a detailed problem description, and attach any appropriate log files. Please note that using the CityView Connect Feedback mechanism within the product records most of this information automatically; therefore, it is the preferred way to submit a request to support because it guarantees we get this information with minimal effort from you. Unfortunately, when the request information is incomplete, it will take longer to resolve your issue.
- **Preparation:** If you call us for support, be prepared to provide the same level of information as is requested on the request submission form. You can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide us with the request number when you call. In addition, please have immediate access to the computer(s) on which CityView products are running.

How to Access Support

CityView offers several methods of accessing support described below. Please note that for Priority 1 (see Table 1) issues, customers are encouraged to submit their incident online and then follow up via CityView's toll-free phone number:

CityView Connect is the best way to receive support for our product. This feature is available from the Home tab of the ribbon in CityView Desktop as well as in many of our add-on products.



- **CityView Connect Feedback (preferred method)**
If there is a feature you are having trouble using, or, if there is a feature you really like, please let our team know about it. Within CityView, use the Feedback button to let us know about your question or inquiry. If you have a feature request for our team, please use this method to let us know what you would like to see in the product. The information can also include screenshots and documents to help describe your feedback.
- **CityView Connect Help**
The Help button will redirect your internet browser to our CityView Connect Help site (<http://cityviewhelp.iharriscomputer.com/CityViewCMS>). The site is available for customer self-service, and is comprised of a searchable content management system and downloadable updates, including links to our release notes and latest features.
- **CityView Connect Feedback Status**
Our CityView Connect Feedback Status link redirects to our Connect Feedback website (<http://cityviewsupport.harriscomputer.com/connect>). This site will allow users to log new support incidents and check the status of previously submitted incidents on a 24 x 7 basis. Please contact our support group by telephone or email if there are preferred individuals who should be able to review all site calls.
- **Telephone Support**

Telephone technical support is available between the hours of 5:00 a.m. and 5:30 p.m. PST on regular business days. Customers can contact us toll-free at 1.866.988.8324. CityView technical support will respond to telephone inquiries using the Service Level Agreement provided in Table 1 below.

• Email Support

Email support is available by reaching our support team at cityviewsupport@harriscomputer.com

Please note that any suggestions for enhancements to CityView that you submit will become the property of CityView. CityView may use this information for any CityView business purposes, without restriction, including for product support and development. CityView will not use information in a form that personally identifies you.

Limitations

The following are not covered by CityView’s Standard Support Agreement, but may be available as separate services on a time and materials basis:

- Services required due to misuse of CityView maintained software;
- Services required due to software corrections, customizations, or modifications not developed by CityView;
- Services required by the Customer to be performed by CityView outside of CityView’s regular business hours;
- Services required to resolve or work-around problems that cannot be reproduced in CityView’s support environment;
- Services which relate to tasks other than maintenance of the Customer’s existing implementation and configuration of CityView, including but not limited to, enhancing or adapting CityView for specific operating environments;
- Services requested by the Customer to implement software updates provided by CityView.

Table 1. Service Level Agreement

Priority	Definition	Initial Response Time*	Commitment (CityView and Customer)	Examples
1 (High)	Operation/Service down or critically impacted. Business process impacted. No known workaround.	2 Hours	CityView and customer will commit necessary resources to fix problem or obtain a workaround.	<ul style="list-style-type: none"> • Users cannot login • Business process halted
2 (Medium)	Operation affected, but not down. Business process is not affected. Workaround may be available.	4 Hours	CityView and customer will commit resources during normal business hours to resolve issue or obtain workaround.	<ul style="list-style-type: none"> • Cannot print • Cannot process payments • Application response is exceptionally slow
3 (Normal)	Moderate to negligible impact. No impact to business.	24 Hours	CityView and customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.	<ul style="list-style-type: none"> • Non critical feature not working • Feature works but requires user intervention
4 (Info.)	Request for information, documentation issues, and enhancement requests.	48 Hours	Request-dependent.	<ul style="list-style-type: none"> • Help file clarification • Form design not in production

* Response time targets are during business hours only.

CityView Case/Feedback Escalation Process

Case / Feedback Escalation during Implementation Phase:

1. Communicate need for escalation to your Project Manager.
2. Contact Director of Professional Services

Lara Fisher

lfisher@harriscomputer.com

Phone Direct: 250-475-6600 ext: 67212

Case / Feedback Escalation post Implementation Phase (Formally Transitioned to Support):

1. Communicate need for escalation to your Technical Support Analyst, Case owner.
2. Contact Director of Customer Success

Dale Peters

dpeters@harriscomputer.com

Phone Direct: 250-475-6600 ext: 67014

Additional Key Contacts:

Sean Higgins

Executive Vice president

shiggins@harriscomputer.com

Susan McCormick

Vice President, Business Operations

smccormick@harriscomputer.com

Obtaining More Information

Information about our support programs may be obtained by contacting the CityView support team at 1.800.665.5647, or via email at cityviewsupport@harriscomputer.com.