

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into as of July 28, 2020, by and between Velosimo, Inc. ("Velosimo") and City of Chula Vista ("Customer").

WHEREAS, Velosimo will provide services to Customer under the terms and conditions of this Agreement. Nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

FOR AND IN CONSIDERATION OF the mutual agreements herein, Velosimo and Customer agree as follows:

I. Definitions.

- (a) **"Deliverables"** means any materials, information and work product developed or modified in the course of providing Services, to include, software, enhancements, revisions, object code, and Documentation, other than Integration Software and its enhancements, revisions, object code, and Documentation provided to Customer pursuant to a Subscription, expressly identified as a "Deliverable" in a Statement of Work. Deliverables are for the use and benefit of Customer only and not for any other party, except where expressly and specifically agreed in writing.
- (b) **"Customer"** the entity that has contracted with the Velosimo, in relation to the Services hereunder, as identified above.
- (c) **"End User"** means the Customer's users of the Deliverables pursuant to the terms and conditions provided herein.
- (d) **"Intellectual Property"** means registered and unregistered trademarks, trade names, service marks, certification marks, copyrights and future copyrights, patents, trade secrets, know-how, mask works, processes, designs, ideas, data, instructions, blueprints, inventions, and any other tangible or intangible assets recognized under any laws or international convention(s), and in any country(ies) or jurisdiction(s) of the world, as intellectual creations to which rights of ownership accrues to the owner and/or proprietor known by any other name;
- (e) **"Confidential Information"** means all information designated as 'Confidential' and/or 'Proprietary' by the discloser or which by its nature should be reasonably understood to be confidential. Without prejudice to the above, Confidential Information shall include but not limited to technical, business and financial information, data pertaining to personnel, customers, vendors, products, offerings, Specifications and computer programs.
- (f) **"Services"** means the work and activities to be performed by Velosimo in accordance with the requirements and Specifications identified in a Statement of Work.

- (g) **"Object Code"** means the object code either furnished by Velosimo or as included in a Deliverable.
- (h) **"Statement of Work"** or "SOW" means the Schedule attached hereto specifying the Services and Deliverables to be provided by Velosimo to Customer i pursuant to this Agreement. The terms of any SOW may be varied by mutual agreement signed by both Parties and appended to this Agreement. Velosimo shall not commence services prior to establishing an agreed SOW pursuant to this Agreement.
- (i) **"Date of Delivery"** means the date agreed upon between Velosimo and Customer for delivery of Deliverables.
- (j) **"Documentation"** means all documents included with the Deliverables to be provided by Velosimo.
- (k) **"Project"** means the specific Project to be performed by Velosimo for Customer under this Agreement and any relevant SOW.
- (l) **"Project Manager"** means the Project Manager appointed by Velosimo or Customer in relation to the Services being executed under this Agreement and any relevant SOW.
- (m) **"Specifications"** mean the specifications of the Deliverables as to their intended functionality and features provided as expressly agreed in an executed SOW and measured by the expressly agreed Acceptance Criteria.
- (n) **"Acceptance Criteria"** means the mean the specific criteria expressly agreed in an executed SOW to measure conformance with the agreed Specifications.

II. Term and Termination.

A. Term.

This Agreement is effective as of execution by the parties ("Effective Date") and will continue until terminated as specified in Subsection B – Termination.

B. Termination.

Either Party may terminate this Agreement and any or all related Exhibits or any SOW or portion thereof, if the other Party materially breaches this Agreement, and after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) days.

For any reason or no reason, Either Party may terminate all or any part of any Project, Statement of Work, or services hereunder, with twenty (20) business days written notice to the other Party. In the event of any such termination, Velosimo shall be compensated for any services rendered prior to the notice, and where termination is requested by Customer, for reasonably incurred, non-cancellable expenses resulting from the termination ("Close-Out expenses"). Where Customer terminates as provided in this paragraph, and Velosimo's compensation is based on fixed-price fee for deliverables, Velosimo will be compensated at the hourly rates for verifiable hours of

service completed toward the deliverable(s), but in no event will this amount due to Velosimo exceed the total amount of the fees that were to be received for the deliverable(s). Any compensation allocated to Services that were yet to be rendered with regard to any canceled aspect of the Services shall then be eliminated.

III. Description of Work

A. Services.

1. **Performance.** Specific services (the “Services”) to be performed by Velosimo will be set forth in separate, mutually agreed upon Statements of Work (“SOW”) executed by the parties pursuant to the terms and conditions of this Agreement, and attached hereto by reference as Exhibits A and numbered sequentially. Velosimo will provide to Customer all Services necessary to provide and perform the requirements set forth in each SOW, except as specifically agreed in the applicable SOW. Any and all SOW entered into by the parties pursuant to this Agreement shall be, by this reference, deemed wholly incorporated herein. The Services are provided solely for Customer and without any third-party beneficiaries. As required, Customer agrees to provide Velosimo with appropriate access to Customer’s facilities, personnel, data systems, and other resources. Customer acknowledges that the implementation process described in this Agreement is cooperative in nature and that Customer must complete its designated tasks in a timely manner in order for Velosimo to proceed with and complete the Services. Customer delays during the implementation period may have adverse collateral effects on Velosimo’s overall work schedule. Although Velosimo will endeavor to immediately resume Services following such a delay, Customer acknowledges that the schedule of Services may be delayed by more than the number of days of the delay by Customer. Velosimo shall be entitled to rely on all information provided by, and the decisions and approvals of Customer in connection with Services and Velosimo is not responsible for any increase in costs attributable to information provided, or decisions or approvals made, by Customer personnel that were not complete, accurate or current.

2. Amendments/Changes.

Changes to the Services will be subject to the mutual agreement of the Parties and shall be memorialized by written Change Orders/Amendments to the applicable SOW. Either Party may, at any time, by written notice, propose changes or additions to work or services within the general scope of this contract. If any such change or addition causes an increase or decrease in the cost of, or in the time required for, performance of the Agreement, Velosimo shall draft an estimate for the requested work. The Change Order/Amendment is subject to mutual agreement by both Parties. Upon mutual acceptance in writing of the terms of the Amendment/Change Order, the Velosimo shall perform such Change Order /Amendment.

A template Amendment/Change Order Form is attached as Exhibit C.

3. Order of Precedence.

This Agreement will take precedence where there is a conflict with any Statement of Work or Amendment or Change Order thereto, except where the SOW or its Change

Order(s)/Amendment(s) express in writing that, as to a specific subject matter or requirement, it shall take precedence over the applicable provisions of the Agreement.

4. **Personnel.**

Should Velosimo need to replace its personnel, it will provide Customer with reasonable advance written notice when possible and will propose replacement personnel with substantially comparable qualifications.

B. **Payment.**

1. **Compensation.**

In exchange for Services rendered under this Agreement, Customer will pay to Velosimo all undisputed amounts described in each SOW within thirty (30) calendar days following receipt of invoice. Any disputed amounts will be promptly communicated to Velosimo by Customer for discussion and resolution. Should any substantive, undisputed amount remain unpaid for more than 60 days, or any substantive amount remains in dispute for more than 30 days, Velosimo may suspend its Services until resolution or payment is achieved.

2. **Invoices.**

i. Time and Material: To the extent the SOW provides for time and material payment, then Velosimo will invoice Customer monthly for time spent and expenses incurred or as specified in the applicable SOW or Amendment. Invoices will indicate the number of hours worked by the resources and detail of expenses incurred unless otherwise required pursuant to the applicable SOW. Proper support for time and expenses will be provided to Customer upon request.

ii. Fixed Price: To the extent that the SOW provides for fixed price payment, then for services provided on a fixed-price basis, Velosimo shall, for such fixed price, complete all the work required to be performed for the fixed price as provided in the SOW.

3. **Payment Disputes.**

Should Customer dispute any item(s) on an invoice, Customer will provide prompt written notice to Velosimo and will make payment of the undisputed amounts. The amounts and reasons for such disputed item(s) will be promptly documented to Velosimo. Disputed items which are subsequently justified or modified to Customer's satisfaction will be paid within five (5) business days consistent with the payment terms above.

4. **Provisions Applicable to All Work.** The hourly rates, fixed fees or other compensation in an SOW shall be deemed inclusive of any and all expenses incurred and Velosimo is not entitled to impose any other charges or be reimbursed by Customer for any expenses incurred by the Velosimo in providing such services, unless such fees or expense are expressly provided for in an SOW.

VI. Deliverable Acceptance and Ownership

A. Deliverable Acceptance

Deliverables must materially conform to Specifications memorialized in the Acceptance Criteria of the applicable Statement of Work. Where Deliverables are not in compliance with this requirement, Velosimo will revise and provide Deliverables within a reasonable time to Customer.

B. Ownership

Deliverables provided pursuant to the terms of the Agreement are the intellectual property of Velosimo. Customer will have a license to use the Deliverables consistent with the terms and conditions of the applicable Subscription Order for the Integration Services Software executed by Customer. Velosimo and Customer may expressly agree in writing in a Statement of Work to designate a Deliverable as a "Custom Deliverable" and that such "Custom Deliverable" may be owned by Customer.

All data and other records provided by Customer to Velosimo are, and shall remain, the sole property of Customer. Velosimo shall not copy or use such data or records except to carry out contracted work under the terms herein. Within thirty (30) business days of conclusion of services and request by Customer, Velosimo will return all data and records to Customer and shall destroy all duplicate data and records in its possession.

Each Party shall retain all intellectual property rights to any of its pre-existing intellectual property provided to the other party pursuant to this Agreement. Each party grants only the licenses and rights specified in this Agreement. No other rights or licenses are granted either directly, by implication or otherwise.

V. Warranties.

A. Performance.

Velosimo warrants that it will perform the Services in a manner in material compliance with all applicable standards consistent with the nature of its services and pursuant to the requirements included in any Statement of Work.

B. Conformance to Specifications

Velosimo warrants that (i) any Deliverable(s) that it creates or provides to Customer, shall materially conform to the expressly agreed Specifications for a period of 45_days from acceptance by Customer. Services required to conform a Deliverable will be at no additional cost to Customer. Velosimo will have no obligation under this section where a non-conformance results from unauthorized modifications. "Conform" shall mean to operate in material accordance with the Specifications.

VI. Insurance, Indemnification and limitation of liability

A. Insurance.

Velosimo will provide the insurance coverage indicated in Exhibit D at its own expense. Such insurance must remain in effect until completion of all work specified to be performed under this Agreement and until the expiration of any and all applicable warranties.

B. Limitation of Liability

Velosimo's liability to Customer, or anyone bringing a claims on the Customer's behalf, for any claim, loss or liability arising out of, or connected with the products or services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in an amount equal to the amount to be paid by Customer to Velosimo pursuant to the Statement of Work from which the claims arises. Neither Velosimo or Customer shall be liable for any consequential, indirect or special damages of any kind. Velosimo shall have no liability for any third party's use of or reliance on the Deliverables. The Limits of this paragraph shall not apply to a Party's indemnity obligations hereunder, except where expressly stated herein.

C. Indemnification

Velosimo agrees to defend, indemnify and hold Customer harmless from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of or relating to any third party claim that any of the Deliverables provided to Customer by Velosimo hereunder misappropriate any trade secret or infringe any copyright or other Intellectual Property Right of any third party when unmodified and used as reasonably contemplated by the Subscription for the Integration Services Software. This indemnity shall not apply where the cause of the infringement claim is the use of the Deliverables in combination with materials not provided by Velosimo or where the infringement results from Velosimo's provision of Deliverables in accordance with custom Specifications provided by Customer. Each Party agrees to indemnify, defend, and hold the other Party and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of the Party or its employees or agents. Customer shall defend, indemnify and hold Velosimo harmless from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of or relating to any third party claim, related to Velosimo's performance of Services hereunder where Velosimo has performed accordance with its requirements and obligations.

VII. Compliance with Laws.

A. Generally.

- (a) Each Party will comply with applicable laws, rules, ordinances and regulations of the United States and the state designated in the governing law provision below, and with any other jurisdiction in which it acts, including but not limited to, the laws of foreign countries relating to government procurement, payment to government officials or employees and conflicts of interest.

VIII. Relationship of the Parties.

A. Independent Contractor.

It is understood that in connection herewith, Velosimo will be acting as an independent contractor. The partners, employees, officers and agents of one party, in the performance of this Agreement, will act only as representatives of that party and not as employees, officers, partners or agents of the other party and will not be deemed for any purpose to be employees of the other. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purposes. Velosimo assumes full responsibility for the actions of its personnel while they are performing services pursuant to this Agreement and will be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers compensation, disability benefits and the like. Neither party will commit, nor be authorized to commit or bind, the other party in any manner.

B. Velosimo Personnel.

Velosimo understands, represents and agrees that its Personnel are not employees of Customer.

C. Non-Solicitation.

Non-Solicitation. During the term of this Agreement and for a period of twelve (12) months thereafter, neither party will attempt to hire, attempt to engage the services of, or offer to pay commissions, compensation, or any other incentives to any of the other's employees without advance express written consent from the other party. The limitations of this section shall not apply where an employee responds to a general solicitation for employment.

D. Change of Control.

With any change of legal control of a Party, the other Party may terminate this Agreement or any Statement of Work for its convenience, should the change of

control create a substantive, adverse change in the operational characteristics or commercial value of the Services or relationship between the Parties.

IX. Dispute Resolution

Dispute Resolution Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be within the greater metropolitan area of San Francisco, California. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitral tribunal's determination of the merits of the controversy. Each party shall initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this Agreement shall not prevent that party from thereafter objecting to that breach or any other breach of this Agreement. In the event Customer has a law, ordinance or other legislative rule prohibiting arbitration for the applicable dispute, this provision shall not apply.

X. Governing Law. All questions arising under or in connection with this Agreement will be governed and determined by the laws of California, without giving effect to its conflict of law rules.

XI. Force Majeure.

Neither Party will be liable for losses, defaults, or damages under the resulting Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of the resulting Agreement, due to or because of acts of God, the public enemy, , earthquakes, floods, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

XII. Waiver.

Any waiver by a Party hereunder must be made in writing, and failure at any time to require its performance of any obligation under this Agreement shall not affect the Party's right to subsequently require performance of that obligation.

XIII. Severability and Amendment.

If any particular provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect the other provisions of this Agreement, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this Agreement will be effective unless it is described in writing and signed by the Parties.

XIV. Publicity and Trademarks.

During the term of this Agreement, Velosimo shall not publicly disclose its ongoing business relationship with Customer materials without prior, written authorization.

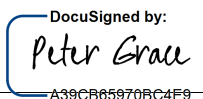
XV. Confidentiality.

Each party (a) shall treat as confidential all Confidential Information of the other party; (b) shall not disclose such Confidential Information to any third party, except on a “need to know” basis to third parties that have signed a non-disclosure agreement containing substantially the terms of this Agreement; and (c) shall not use such Confidential Information except in connection with performing its obligations or exercising its rights under this Agreement.

Exceptions. Confidential Information will not include any information which (i) was publicly known and made generally available prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

VELOSIMO


By: 
 (Authorized Signature)

Name: Peter Grace
 (Printed or Typed)

Title: President and COO
 (Printed or Typed)

Date: _____,

CUSTOMER

By: 
 (Authorized Signature)

Name: Tiffany Allen
 (Printed or Typed)

Title: Director of Development Services
 (Printed or Typed)

Date: 09/22/2020

Exhibit A1 - STATEMENT OF WORK

Accela integration with Tyler Cashiering

This Statement of Work (“**SOW**”) effective as of the Start Date set forth below (“**SOW Effective Date**”), is a part of and incorporated into the Services Agreement (“**Agreement**”) between Velosimo and Customer, dated _____, 2020.

Capitalized terms not defined in this SOW are as defined in the Agreement. In the event of any conflict between the Agreement and this SOW, the terms of the Agreement shall govern.

1.

Contacts Information:

Customer Representative:

Address:

Telephone number:

Velosimo Representative:

Address:

Telephone number:

Email address:

Tiffany Allen

276 Fourth Avenue

Chula Vista, CA 91910

619.691.5179
2.

Start Date:

July 28, 2020
3.

Services to be Performed; Schedule of Deliverables; Specifications and Acceptance Criteria; Due Dates:

The Description of services to be performed is attached hereto as Attachment One.
4.

Payment terms:

A.

Fees:

The Fees for the Services will be as described in the attached description of Services.

B. Payment schedule:

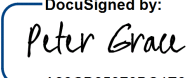
Fees for the Services shall be as established and paid in accordance with the schedule included in the attached Description of Services. If no schedule is included, invoice an payment shall be as provided in the Master Services Agreement between the Parties.

C. Travel and Other Expenses: reasonable and necessary travel and living expenses required and incurred to perform the service will be compensated by Customer in addition to Velosimo's fee/rate for services, upon submission and approval pursuant to the Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this SOW to become effective as of the SOW Effective Date.

Velosimo, Inc.

Customer

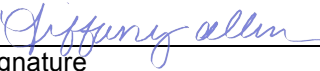
DocuSigned by:

A39CB05970BC4E9...

Signature Peter Grace

Printed Name President and COO

Title
9/22/2020

Date



Signature Tiffany Allen

Printed Name Director of Development Services

Title
09/22/2020

Date

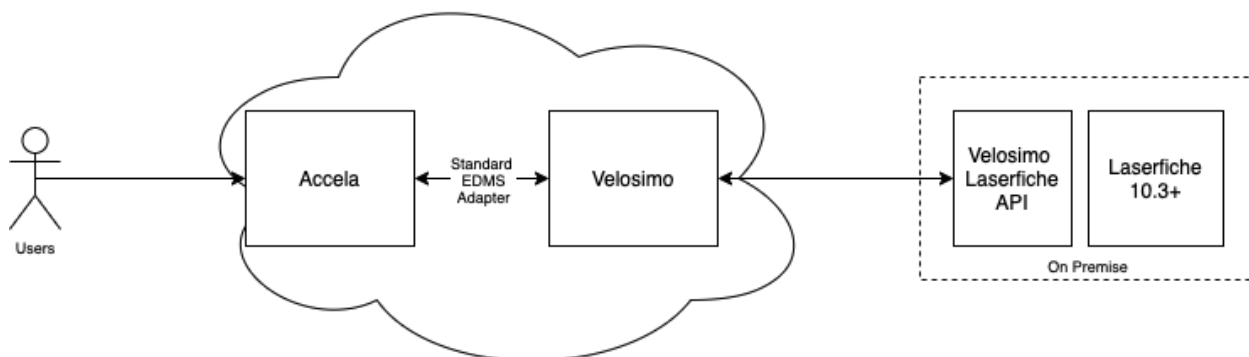
Attachment I - Description of Services

1.1 Overview

Chula Vista, CA is looking for a solution to enable integration between Accela & Seamless and Laserfiche for electronic document management and Tyler Cashier for cashiering.

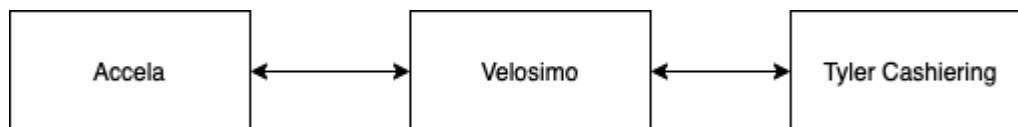
(a) Solution - Laserfiche

Velosimo's Laserfiche adapter is an Accela certified Electronic Document Management System (EDMS) Adapter for Laserfiche version 10.3 or higher. The adapter provides Laserfiche integration for all document storage functions of the Accela platform and Seamless. The following diagram illustrates the architecture of the solution.



1.2 Solution – Tyler Cashiering

Velosimo Connect is an integration platform service designed specifically for the software endpoints in government software



Velosimo will configure an integration between Accela & Seamless to Tyler Cashiering allowing for a bi-directional experience between the two products. The diagram above illustrates the high-level design of the integration with high-level features of:

- Payment Lookup - the ability to lookup invoice data in Accela from Tyler Cashiering

- Payment Inquiry - the ability to look up the invoice detail in Accela from Tyler Cashiering
- Payment Update - the ability to apply payment within Tyler Cashiering and reflect that payment to Accela

To provide a detailed statement of work on the Accela & Seamless to Tyler Cashiering integration Velosimo needs an additional 1-2 hour session with the Chula Vista Team to walk through the detailed use cases and expectations of the end result of the integration. From this meeting, Velosimo will create a detailed statement of work. Velosimo anticipates this work to take between 2-4 weeks to complete given the high-level understanding of the requirements.

Administration of the Velosimo Accela & Seamless to Laserfiche and Tyler Cashiering adapter is done using the Velosimo Admin interface. The Admin interface provides a robust interface for configuring the integration settings between Accela to Laserfiche and Tyler Cashiering. The tool provides for the visual mapping of Accela to Laserfiche and Tyler Cashiering data fields.

The screenshot displays the Velosimo Admin interface. The top navigation bar includes the Velosimo logo, a Help icon, and the user profile 'Admin - Dev Kris Trujillo'. The left sidebar lists settings for SEAMLESSDOCS (Dashboard, Authorizations, Global Settings, Forms Settings) and ACCELA (Authorizations, EDMS). The main content area is titled 'EDMS Settings' and features tabs for Dropbox, Ftp, Google Drive, Laserfiche (selected), and Sharepoint. Under the Laserfiche tab, there is a checkbox for 'Enable Laserfiche?' which is checked. Below this is a text field for 'EDMS_VENDOR=STANDARD;URL=http://connect.velosimo.com:3080/AccelaDocument.svc?storage=laserfiche&slug=/app/velosi' with a copy icon. A 'Base folder' field contains '/avdev'. A row of tabs for document types (Record, Professional, Temp Record, Parcel, Inspection, Part, Evidence, Asset, Asset CA) is present, with 'Record' selected. The 'Subfolders' section lists '/Planning' and '/Records' with their respective default templates and delete buttons. A 'Map Fields?' checkbox is checked, and a 'Template' dropdown is set to 'Vehicle Sticker Application'. The 'Laserfiche Mappings' section shows a mapping for 'First Name'.

One Time Configuration

Product Description	Quantity	Rate	Price	Discount	Net Price
Set up and configuration 4 connectors above	1	N/A	N/A	N/A	\$16,000

Exhibit C: SOW Change Order/Amendment Template

**CHANGE ORDER/AMENDMENT
TO
STATEMENT OF WORK**

This Change Order/Amendment Number One (the “Change Order/Amendment”) to the Statement of Work dated _____ (the “SOW”) is made as of _____ (the “Effective Date”), by and between _____. (“Customer”) and _____ (“Velosimo”).

WHEREAS, Customer and Velosimo entered into a Services Agreement dated _____ (the “Agreement”); and

WHEREAS, Customer and Velosimo entered into an SOW, dated _____, and;

WHEREAS, Customer and Velosimo wish to amend the Statement of Work as to the following particulars only:

NOW, THEREFORE, the parties agree as follows:

- [1. Section ___, is amended _____ [to modify the services as follows]:
2. Section __ is amended so that the duration of the services is amended such that the services are now scheduled to be completed by _____.
3. Section(s) __ is amended to memorialize the change in the cost of services to reflect a fee change [INCREASE/DECREASE] of \$ _____ pursuant to this Change Order/Amendment and a new total fees for the SOW of \$ _____.]

[SERVICE DESCRIPTION CAN ALSO BE ATTACHED AND REFERENCED HERE]

Unless expressly modified herein, all of the terms and conditions set forth in the **Statement of Work** shall remain in full force and effect.

Capitalized terms not otherwise defined in this Change Order/Amendment shall have the meaning set forth in the Agreement. Customer and Velosimo have caused this Change Order/Amendment to be executed as of the Effective Date, which may be in duplicate counterparts, each of which will be deemed to be an original instrument.

Velosimo, Inc.

Customer

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

Exhibit D: Insurance coverage

Velosimo Certificate of Insurance follows this page.