Agreement No. WA-WI 2018 -1

SOFTWARE LICENSE AGREEMENT
AND RELATED HARDWARE PURCHASE

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software License Agreement ("Agreement") is made as of the 1st day of August, 2018 ("Effective Date") by and between AssetWorks LLC a Delaware limited liability company with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and the City of West Allis, WI with offices at 7525 W. Greenfield Avenue, West Allis, WI 53214 ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

Article I.   HARDWARE PURCHASE AND SOFTWARE LICENSE

A. Customer shall purchase the hardware listed on Schedule 1, if any. Title to the hardware shall pass upon receipt of shipment by Customer.

B. AssetWorks grants to CUSTOMER a non-exclusive, perpetual (subject to Article V) non-transferable license for the number of units specified in Schedule 1 to make use of the software specified in Schedule 1 (herein "Software") on the CUSTOMER's database servers and application servers ("Environment") Except as provided above, use of Software in excess of limits defined in Schedule 1 or other than on the Environment requires additional fees. CUSTOMER'S license is to use the Software in its own business; CUSTOMER has no right to use the Software in processing work for third parties.

C. CUSTOMER shall have the right to use only one copy or image of the Software for production purposes to manage up to the number of Active Equipment Units identified in the Product Schedule (Schedule 1) and shall not copy or use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment. CUSTOMER may increase the number of authorized Active Equipment Units by executing a subsequent Product Schedule and paying in full the applicable fees. Upon signing the subsequent Product Schedule and paying in full the applicable fees, CUSTOMER shall have the right to monitor the revised number of Active Equipment Units as set forth in the subsequent Product Schedule.   "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted.

D. If any third party software is provided to CUSTOMER pursuant to this Agreement, such license shall be in accordance with terms set forth in Schedule 1.

E. Source Code shall mean software in human-readable form, including all appropriate programmer's comments, data files and structures, header and include files, macros, make files, object libraries, programming tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and documentation reasonably required or necessary to enable a competent independent third party programmer to create, operate, maintain, modify and improve such software without the help of any other person, and with data files containing Source Code in standard ASCII format readable by a text editor.

F. Except as expressly authorized under this Agreement, CUSTOMER shall not (i) sell, rent, lease, timeshare, encumber, license, sublicense, transfer or assign the Software or Documentation; (ii) attempt to decompile, disassemble or reverse engineer the Software in whole or in part, or otherwise attempt to derive the Source Code of the software.

Article II.   FEES AND PAYMENTS

A. CUSTOMER shall pay AssetWorks the fees specified in Schedule 1. All fees are payable by CUSTOMER within thirty (30) days of receipt of invoice. Software is invoiced upon contract execution. Hardware is invoiced upon shipment.

B. CUSTOMER shall be responsible for all taxes and charges assessed or imposed with respect to amounts payable hereunder, including, without limitation, state and local, occupation, sales, use or excise taxes paid or payable by AssetWorks, exclusive, however, of taxes imposed on AssetWorks' net income by the United States or any political subdivision thereof.

C. AssetWorks reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the date of the invoice unless there is a bona fide dispute as to the amount owed.

Article III.   NON-DISCLOSURE

A. Subject to the other paragraphs in this Article III, CUSTOMER agrees that the Software shall be held in confidence by CUSTOMER and shall not be disclosed to others without the prior written consent of AssetWorks, which may be withheld by AssetWorks in its sole discretion. This obligation to hold confidential does not apply to any portion of the Software (1) developed by CUSTOMER and in CUSTOMER's possession prior to the receipt of same from AssetWorks; (2) which at the time of disclosure is part of the public domain through no act or failure to act by CUSTOMER; or (3) which is lawfully disclosed to CUSTOMER without restriction on further disclosure by another party who did not acquire same from AssetWorks.

B. AssetWorks provides documentation for the Software electronically. The CUSTOMER may copy, in whole or in part, any such documentation relative to the Software for CUSTOMER's internal use consistent with this Agreement.

C. Any Software provided by AssetWorks in machine-readable form may be copied by CUSTOMER for use with the designated servers to the extent necessary for archive or emergency restart purposes, to replace a worn copy, or to understand the contents of such machine-readable material.

D. CUSTOMER's records with regard to use of the Software shall be made available to AssetWorks at all reasonable times at AssetWorks' request to audit CUSTOMER's compliance with this Agreement, and CUSTOMER shall certify to the truth and accuracy of such records.

Article IV.   WARRANTIES AND LIMITATION OF LIABILITY

A. Hardware purchased under this Agreement has a limited one year warranty. This limited hardware warranty covers defects in materials and workmanship in hardware products. The warranty does not cover external causes such as accident, abuse, misuse, or problems with electrical power, servicing not authorized by AssetWorks, usage that is not in accordance with product instructions, failure to follow the product instructions or failure to perform preventive maintenance and normal wear and tear. ASSETWORKS'S RESPONSIBILITY FOR DEFECTS IN HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED HEREIN FOR HARDWARE, ASSETWORKS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE,

SUITABILITY, OR NON-INFRINGEMENT. ASSETWORKS EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY.

B. AssetWorks represents that it has the right to license the Software to CUSTOMER as provided in Article I. AssetWorks further represents that the Software will conform to the description contained in the documentation provided or published by AssetWorks ("Documentation") but, except as provided in this Article IV (e.g., IV, G), AssetWorks makes no other representations, warranty, or guarantees, express or implied, with respect to the accuracy, completeness, or usefulness of the Software, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event the Software fails to conform to the description contained in the Documentation, AssetWorks' sole obligation shall be to correct the errors. This limited warranty is lieu of all liabilities or obligations of AssetWorks for damages arising out of or in connection with the delivery, use or performance of the Software.

C. AssetWorks will defend, at its own expense, any action brought against CUSTOMER to the extent that it is based on a claim that the Software supplied by AssetWorks infringes a United States patent or copyright, and AssetWorks will pay those costs and damages finally awarded against CUSTOMER in any such action that are attributable to any such claim; provided, such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by CUSTOMER following its receipt of any such claim; (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) should the Software become, or in AssetWorks' opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright, then CUSTOMER shall permit AssetWorks, at its option and expense, either to (A) procure for CUSTOMER a non-infringing license to use the Software; (B) modify the Software so that it becomes non-infringing; (C) procure for CUSTOMER a depreciated credit for the Software and accept its return. Depreciation shall be an equal amount per year over the lifetime of the Software, which the parties agree shall be five (5) years. AssetWorks shall have no liability to CUSTOMER under any provision of this clause with respect to any claim of patent or copyright infringement that is based on CUSTOMER's unauthorized use or combination of the Software with software or data not supplied by AssetWorks as part of the Software.

D. Except as set forth in Article IV, C, CUSTOMER agrees to defend and hold AssetWorks harmless against any claims made by any third party against AssetWorks arising out of CUSTOMER's use of the Software unless such claims are due to the negligence or willful misconduct of AssetWorks. Nothing contained within this Agreement is intended to be a waiver or estoppel of the CUSTOMER or its insurer to rely upon the limitations, defenses and immunities contained within Wisconsin Statues sections 893.80 and 345.05. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

E. CUSTOMER agrees that AssetWorks total liability to Customer for any and all damages whatsoever, other than as set forth in Article IV, C, arising out of or in any way related to this Contract from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to AssetWorks.

F. In no event shall either party be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if a party has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

G. The warranty period for the Software shall extend for a period of 90 days from the date of delivery of the Software but in no event later than one year from the date of execution of this Agreement. During the warranty period, in the event that the CUSTOMER encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation, AssetWorks will respond as follows:

1. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists an error or nonconformance to the Documentation, AssetWorks will take such steps as are reasonably required to correct the error with due dispatch.

2. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, the error or nonconformance to the Documentation does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the error and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule.

Article V.   TERMINATION

A. The license conveyed pursuant to Article I B may be terminated by AssetWorks in the event of breach or default by CUSTOMER under this Agreement provided AssetWorks notifies CUSTOMER in writing of the breach or default and CUSTOMER does not correct same within thirty (30) days of AssetWorks' written notice unless there is a bona fide dispute as to whether there was a breach or default by CUSTOMER.

B. In addition, CUSTOMER shall have the right to terminate this Agreement at any time; provided such termination shall not relieve CUSTOMER of its obligations (1) to pay any remaining unpaid balance for the total software license fee (as per Schedule 1).

C. Notwithstanding the foregoing, CUSTOMER shall have the right to terminate this Agreement if AssetWorks fails to correct an error or nonconformance to the Documentation, as referenced in Article IV, G, 1, with due dispatch and AssetWorks fails to cure the default within 30 days of receipt of notice from CUSTOMER, and such shall constitute a termination for an uncured breach and/or default by AssetWorks for purposes of terminating the Software Maintenance Agreement, the Professional Services Agreement, and the Hosting Services Agreement.

D. All Software and Documentation shall be and will remain the property of AssetWorks. Upon termination of this Agreement, whatever the reason, such Software and Documentation and any copies thereof made by CUSTOMER pursuant to Article III B and C shall be promptly returned to AssetWorks.

Article VI.   ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the other party, and any attempted assignment without such consent shall be void. No assignment of this Agreement shall be valid until and unless consented to in writing by the consenting part and assumed by the assignee in writing. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

Article VII.   ENTIRE AGREEMENT

This Agreement supersedes all prior proposals, oral or written, all previous negotiations and all other communications or understandings between AssetWorks and CUSTOMER with respect to the subject matter hereof. It is expressly agreed that if CUSTOMER issues a purchase order or other document for the services

provided under this Agreement, such instrument will be deemed for CUSTOMER'S internal use only, and any provisions contained therein shall have no effect whatsoever upon this Agreement. This Agreement sets forth the sole and entire understanding between AssetWorks and CUSTOMER with respect to the subject matter. No amendments to this Agreement, either at the execution or subsequently, shall be binding on AssetWorks or CUSTOMER unless agreed to in writing by both parties.

Article VIII.   SCHEDULES

Schedules 1 (Product Schedule) and any additional schedules specified below are hereby incorporated into this Agreement.

Article IX.   GENERAL TERMS

A. Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this Agreement without the prior written consent of the other party.

B. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

C. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.

D. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.

E. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the State of Wisconsin. Any legal action, suit or proceeding brought by either party in any way arising out of the Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Milwaukee, Wisconsin.

F. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when delivered by overnight express; or (iii) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

AssetWorks LLC	CUSTOMER: The City of West Allis
998 Old Eagle School Rd. - Suite 1215	7525 W. Greenfield Avenue
Wayne, PA 19087	West Allis, WI 53214
Attn: John Hines	Attn.: Joe Clesceri – IT Department
Copy to:	Copy to:
Director of Contracts	_____
AssetWorks LLC	_____

998 Old Eagle School Rd. - Suite 1215   _____

Wayne, PA 19087   _____

G. In the event of any dispute arising in the performance of this Agreement, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

H. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.

I. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

CUSTOMER	AssetWorks LLC
By: _____	By:_____
Name: _____	Name: _____
Title: _____	Title:_____
Date: _____	Date:_____

SCHEDULE 1 –FEES

A.   License Fees

EAM Software	Quantity	Unit Price		Line Total
EAM Software Base License	1	$ 65,000.00	$	65,000.00
Recommended Modules				
Shop Activity Module	1	10%	$	6,500.00
Customer Access Module	1	5%	$	3,250.00
KPI/Dashboards Module	1	5%	$	3,250.00
MAXQueue Integration Module	1	5%	$	3,250.00
Reporting Module	1	5%	$	3,250.00
ACTIONMap!	1	10%	$	6,500.00
ESRI Integration Module	1	10%	$	6,500.00
Mobile Focus/Smart Apps Enterprise License	1	20%	$	13,000.00
		EAM License Subtotal	$	110,500.00
		28% Software Discount	$	30,940.00
		Software Subtotal	$	79,560.00

Crystal Reports Server Embedded 2013 Full CPU license	1	$ 2,900.00	$	2,900.00
Crystal Reports Professional 2013 (First License)	1	Included	$	-
Crystal Reports Professional 2013 (Additional Licenses)	0	$ 495.00		
		Net Software Price	$	82,460.00

B.   Hardware Fees – No hardware is included at this time.

SOFTWARE MAINTENANCE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software Maintenance Agreement ("Agreement"), dated the 1st of August, 2018 (the "Effective Date"), is by and between AssetWorks LLC., a Delaware limited liability company with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks") and the City of West Allis, WI, a Municipal corporation, with offices at 7525 W. Greenfield Avenue, West Allis, WI 53214 (hereinafter called "CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

A.   BACKGROUND

AssetWorks and CUSTOMER are parties to a Software License Agreement, Number WA – WI 2018-1 and dated August 1, 2018 pursuant to which CUSTOMER has licensed certain software products ("Software" or "Product") from AssetWorks.

The Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement.

The purpose of this Agreement is to set forth the terms and conditions upon which CUSTOMER has agreed to subscribe to support and maintenance for the Software ("Maintenance") from AssetWorks.

B.   TERMS AND CONDITIONS

1)   Term

Maintenance shall commence immediately upon the Effective Date and shall have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below.

2)   Correction of Deviations

In the event that the CUSTOMER encounters an error and/or malfunction ("Deviation") in the Software, it shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

   a.   In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule.

   b.   In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation.

3)   Software Revisions and New Versions

   a.   The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:

   i.   Revisions that the CUSTOMER is obliged to implement ("Mandatory Revisions");

ii. Revisions that may be implemented by the CUSTOMER at its option ("Optional Revisions").

iii. No charge shall be made to the CUSTOMER for either Mandatory Revisions or Optional Revisions.

b. New products ("New Products") may be added to the Software by AssetWorks from time to time. Compared to a Revision, New Products substantially improves the performance of the Software and/or substantially increases its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Products for which there may be a charge.

4) Telephone Hotline Assistance

AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the CUSTOMER relating to the application and operation of the Software. At other times such personnel are available by pager for emergencies.

5) Technical Literature

AssetWorks shall make available to the CUSTOMER all technical literature in electronic format that is considered by AssetWorks to be relevant to the Software and its use within the scope of CUSTOMER's operations.

6) Transmission

All Revisions and New Products will be made available for download by the CUSTOMER via access to the AssetWorks website or other suitable media, at the option of AssetWorks. The CUSTOMER shall be solely responsible for executing the appropriate instructions in order to transfer the Revisions or New Products onto to its system.

7) Remote Diagnostic Access

The CUSTOMER shall provide appropriate remote access capabilities with which AssetWorks may, with the permission of the CUSTOMER, remotely access the Software for the purpose of remote diagnostics and support.

8) Proper Use

a. Except as expressly authorized under this Agreement, CUSTOMER shall not modify the Source Code as defined in the Software License Agreement.

b. The CUSTOMER agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused or modified without the express written permission of AssetWorks.

c. In the event that the CUSTOMER or its agents misuses or modifies the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse, AssetWorks shall be entitled to attempt to correct the situation, if possible, at CUSTOMER'S expense.

d. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the CUSTOMER, relates to problems not caused by a Deviation in the Software, such assistance shall be at the CUSTOMER's expense.

9) Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided by AssetWorks for the initial twelve month period hereunder, CUSTOMER shall pay to AssetWorks an amount set forth on Exhibit A.   For each twelve month period thereafter, CUSTOMER will pay to AssetWorks fees in accordance with this Agreement.

10) Additional Software Maintenance Fee – Paid Up License

In the event the CUSTOMER acquires Software in addition to that indicated in Schedule 1 of the Software License Agreement (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the CUSTOMER shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software at the time of acquisition.

11) Other Fees and Expenses

If onsite maintenance is required, CUSTOMER will pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid as the expenses are incurred.

12) Payment Terms

a. Annual payments for Maintenance will be due in advance of the commencement of the initial one-year term of the Maintenance and each anniversary thereafter.

b. Maintenance will be billed in accordance with the fees listed in Exhibit A.   If CUSTOMER extends Maintenance after Year 5, AssetWorks reserves the right to change the annual Maintenance fee by providing CUSTOMER with written notice of the increase at least ninety (90) days prior to any scheduled renewal date.

c. AssetWorks reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the date of the invoice unless there is a bona fide dispute as to the amount owed.

13) Default and Termination

a. The CUSTOMER shall have the right to terminate Maintenance upon delivery of written notice within thirty (30) days of receipt of the annual invoice submission from AssetWorks.

b. AssetWorks may cancel Maintenance in the event that the CUSTOMER does not implement a Mandatory Revision within sixty (60) days of receipt thereof, or such longer period as AssetWorks may consent to in writing, unless there is a bona fide dispute regarding the failure to implement. In the event that CUSTOMER does not implement a Mandatory Revision within thirty (30) days following receipt of written notice from AssetWorks of CUSTOMER's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER unless there is a bona fide dispute regarding the failure to implement.

c. In the event of any breach of the terms and conditions of this Agreement by a party hereto, the complaining party will, by written notice, give the breaching party a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to the complaining party's satisfaction within said thirty (30) day period, the complaining party may then cancel Maintenance, effective immediately, by notice in writing to the breaching party.

d. In the event that Maintenance is terminated hereunder, the terminating party shall have no continuing obligations to the breaching party of any nature whatsoever with respect to Maintenance or the payments therefore, except for such work that has already been satisfactorily completed, in such case termination by AssetWorks pursuant to the provisions hereof shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts so due.

14) Limitation of Liability

a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred (including cost of cover), limited to the amount of fees paid to AssetWorks for maintenance services; provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

b. Irrespective of the basis or theory of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

15) General Terms

a. Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this Agreement or any Attachment without the prior written consent of the other party.

b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

c. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.

d. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.

e. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the State of Wisconsin. Any legal action, suit or proceeding brought by either party in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Milwaukee, Wisconsin.

f. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when delivered by overnight express; or (iii) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

AssetWorks LLC	CUSTOMER: The City of West Allis
998 Old Eagle School Rd. - Suite 1215	7525 W. Greenfield Avenue
Wayne, PA 19087	West Allis, WI 53214
Attn: John Hines	Attn.: Joe Clesceri – IT Department

Copy to: Copy to:

Director of Contracts   _____

AssetWorks, Inc.   _____

998 Old Eagle School Rd. - Suite 1215   _____

Wayne, PA 19087   _____

g. In the event of any dispute arising in the performance of this Agreement, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

h. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including, without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.

i. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be liable bound, have entered into this Agreement, effective as of the Effective Date.

CUSTOMER   AssetWorks LLC

By: _____   By:_____

Name: _____   Name: _____

Title: _____   Title:_____

Date: _____   Date:_____

Exhibit A

Maintenance Fees:

Year 1 - $22,680

Year 2 - $27,714 (assumes the purchase of 3 additional modules in 2019)

Year 3 - $29,099.70

Year 4 - $30,554.69

Year 5 - $32,082.42

PROFESSIONAL SERVICES AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Professional Services Agreement ("Agreement") is made as of the 1st day of
August, 2018 ("Effective Date") by and between AssetWorks, with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and the City of West Allis, WI, with offices at 7525 W. Greenfield Ave, West Allis, WI 53214 ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

A. BACKGROUND

1. AssetWorks contracts to provide its clients professional services ("Services") including, without limitation, custom software development, consulting, education, installation, data conversion, training, and software modifications.

2. The Services to be delivered by AssetWorks are set forth in the Attachment 1A, Attachment 1B and Attachment 1C to this Agreement.

3. The purpose of this Agreement is to set forth the terms and conditions upon which AssetWorks will provide the Services for CUSTOMER in accordance with Attachment 1 and such other Attachments that may be added by the parties in the future.

B. RESPONSIBILITIES OF THE PARTIES FOR ENGAGEMENTS

1. No Attachment shall be of any force and effect unless and until executed by both
   AssetWorks and CUSTOMER.

2. Each Attachment will either be on a Time and Material basis or a Fixed Price basis, specified in the Attachment. The Attachment may or may not include a definitive list of "Deliverables" that must be completed by AssetWorks. In some instances, the Attachment will include a date by which "Deliverables" must be completed.

3. In the event that Services result in greater AssetWorks duties than contemplated by the Attachment, CUSTOMER will work closely and in good faith with AssetWorks to modify the Attachment to ensure that the CUSTOMER's requirements are addressed and AssetWorks' fees shall be adjusted to reflect increased CUSTOMER requirements.

4. Unless specifically addressed in the Attachment, all travel and expenses incurred will be extra and billed at the time of incurrence.

C. REPRESENTATIONS AND WARRANTIES

1. AssetWorks covenants and warrants that it will perform all Services with due diligence, in a professional and careful manner, and in compliance with all applicable laws and governmental regulations.

2. AssetWorks represents and warrants that the Services provided will not infringe any patent, trademark, trade secret, copyright or other intellectual property right of anyone.

3. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH HEREIN, AssetWorks DISCLAIMS ALL WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and the stated express warranties are in lieu of all obligations or liabilities on the part of AssetWorks arising out of or in connection with the performance of the Services to be provided herein.

D. RELATIONSHIP OF THE PARTIES

1 The parties are independent contractors and under no circumstances will either be deemed to be an agent, partner, legal representative, employee or joint venture partner of the other party.

E. SUBCONTRACTORS

1. AssetWorks may engage subcontractors to assist in performing Services without the prior written consent of CUSTOMER; provided, AssetWorks shall supervise such sub-contractors and the Services performed by them to the same extent as if AssetWorks performed the work.

F. INTELLECTUAL PROPERTY RIGHTS

1. SOFTWARE FIRST DEVELOPED
Unless otherwise provided in an Attachment, AssetWorks grants to the CUSTOMER the same rights, and CUSTOMER undertakes the same obligations with respect thereto, any new software and/or documentation first developed by AssetWorks under this Agreement that the CUSTOMER received pursuant to the Software License Agreement in effect between the parties.

2. AssetWorks EXISTING SOFTWARE
AssetWorks retains title to and ownership of all software and enhancements or modifications thereto, and/or documentation furnished to the CUSTOMER under this Agreement to which it had title to or ownership of prior to the commencement of this Agreement.

G. CONFIDENTIAL INFORMATION

1. Because either party may have access to information of the other party that the other party considers to be confidential or proprietary ("Confidential Information"), each party will maintain all Confidential Information in confidence

and will use it solely in the discharge of its obligations under this Agreement and any applicable Attachment. Nothing herein will be deemed to restrict a party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.

2. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing party; (iii) the disclosing party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.

3. Because of the unique nature of the Confidential Information, each party agrees that the disclosing party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section G, and that monetary damages may be inadequate to compensate the disclosing party for such breach. Accordingly, the recipient agrees that the disclosing party may, in addition to any other remedies available to it, be entitled to injunctive relief.

H. NON-SOLICITATION

1. During the term of this Agreement, and for one year thereafter, neither party will solicit the employment of, or contract for the services of, any person who is/was an employee, agent, or subcontractor of the other party during the term of this Agreement.

I. PAYMENT

1. AssetWorks will be paid for the Services at the rate stated in Attachment 1 or any future Attachment.

2. AssetWorks will issue monthly invoices to CUSTOMER for Services fees and expenses due unless otherwise provided for in a particular Attachment. CUSTOMER will pay AssetWorks' invoices pursuant to the terms of the Attachment or within thirty (30) days of receipt if not specified in the Attachment.

3. AssetWorks reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the date of the invoice unless there is a bona fide dispute as to the amount owed.

J. TERM OF AGREEMENT

1. This Agreement will commence as of the Effective Date and shall continue in full force and effect until terminated pursuant to the terms hereof and/or until termination of the Software License Agreement, the Software Maintenance Agreement or the Hosting Services Agreement.

2. CUSTOMER may terminate this Attachment or any Attachment if AssetWorks defaults in any of its obligations under such Attachment and

AssetWorks is provided with thirty (30) calendar days written notice of such default; provided, there shall be no default and not termination if the breach is cured within the notice period or, if the breach cannot reasonably be so cured, diligent efforts to effect such cure are commenced during that period and are continued until the cure is completed, which shall be within a reasonable time. In the event the default is not cured or diligent efforts to effect a cure are not underway, the Attachment at issue shall terminate, but the Agreement and any remaining Attachments shall remain in full force and effect.

3.   Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and the defaulting party is provided with thirty (30) calendar days written notice of such default; provided, there shall be no default and no termination if the breach is cured within the notice period or, if the breach cannot reasonably be so cured, diligent efforts to effect such cure are commenced during that period and are continued until the cure is completed, which shall be within a reasonable time.

K.   EFFECT OF TERMINATION

1.   In the event of the termination of any Attachment or this Agreement under Section J, CUSTOMER shall be liable to AssetWorks for an amount equal to the value of the Services completed up to the effective date of termination.

2.   If one or more Attachment(s) and/or this Agreement is/are terminated, AssetWorks will, within thirty (30) days after such termination, submit final invoices for Services provided through the effective date of such termination, and CUSTOMER will promptly pay AssetWorks' invoices.

L.   INDEMNITIES

1.   Each party will defend, indemnify and hold the other party harmless from and against any and all claims, liabilities, damages and expenses, including reasonable attorney fees, incurred by the indemnified party, to the extent caused by the willful misconduct or negligent acts or omissions of the indemnifying party or its agents and employees in the performance of the party's duties under this Agreement or an Attachment; provided such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by CUSTOMER following its receipt of any such claim; and (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

2.   AssetWorks will defend, indemnify and hold harmless CUSTOMER from and against all claims, liabilities, damages and costs, including attorney fees and other legal expenses ("Claims'), relating to any actual or alleged infringement by any Services of any patent, copyright, trade secret or other intellectual property right or proprietary right of anyone; provided such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by CUSTOMER following its receipt of any such claim; and (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

3.   Nothing contained within this Agreement is intended to be a waiver or estoppel of the CUSTOMER or its insurer to rely upon the limitations, defenses and

immunities contained within Wisconsin Statues sections 893.80 and 345.05. To the extent that indemnification is available and enforceable, the CUSTOMER or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

M. **INSURANCE**

1. At CUSTOMER'S request, AssetWorks will provide CUSTOMER with current certificates of insurance evidencing that AssetWorks has coverage with the limits listed below.

COVERAGE	MINIMUM LIMITS
Commercial General Liability	$1,000,000/occurrence; $2,000,000 aggregate
Commercial Auto Liability (Incl "non-owned" vehicle coverage)	$1,000,000 combined single limit
WORKERS' COMP	STATUTORY
LIMITS Employer's Liability	$500,000
Commercial Crime	$1,000,000

N. **LIMITATION OF LIABILITY**

1. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of fees for which AssetWorks contracted under the Attachment that is the subject of the claim provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

2. Irrespective of the basis of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

O. **GENERAL TERMS**

1. Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this

   Agreement or any Attachment without the prior written consent of the other party.

2. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

3. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.

4.   If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.

5.   This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the Commonwealth of Wisconsin. Any legal action, suit or proceeding brought by either party in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Milwaukee, Wisconsin.

6.   Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when delivered by overnight express; or (iii) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

AssetWorks LLC	**CUSTOMER:**
998 Old Eagle School Rd. - Suite 1215 Allis	The City of West
Wayne, PA 19087 Ave.	7525 W. Greenfield
Attn.: John Hines	West Allis, WI 53214
	Attn: Joe Clesceri
Copy to:	**Copy to:**
Director of Contracts	_____
AssetWorks LLC	_____
998 Old Eagle School Rd. - Suite 1215	_____ Wayne, PA 19087
Attn: Legal Department	

7.   In the event of any dispute arising in the performance of this Agreement or any Attachment, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure   will be stated in the related Attachment**.** In the event of a conflict between the terms of an Attachment and this Agreement, the Attachment shall control unless otherwise provided in the Attachment. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

8.   Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction.

Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.

9. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

AssetWorks LLC

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1A:

Professional Services Deliverables and Prices

Professional Services	Duration		Line Total
Project Management and Oversight	292 days	$	19,680.00
Requirement Validation and Review	20 days	$	13,120.00
System Setup Consulting Services	55 days	$	18,040.00
Data Conversion and Migration Services	80 days	$	36,080.00
Interface Design and Development	160 Days	$	79,540.00
AP System Integration	80 days	$	23,165.00
Vendor Data Integration	80 days	$	12,505.00
User-Employee-Operator Date Update (HTE) Integration	80 days	$	15,580.00
Petrovend Fuel Integration	80 days	$	11,890.00
Diggers Hotline Integration	80 days	$	16,400.00
System Configuration Services	40 days	$	19,270.00
System Testing Services	67 days	$	18,860.00
Training Preparation & Delivery	76 days	$	30,340.00
Implementation Support Services - Go Live Support	19 day	$	24,600.00
	Services Subtotal	$	259,530.00
	Estimated Travel	$	24,000.00
	Total Implementation Cost	$	283,530.00

Attachment 1B: Milestone Billing Estimates, see attached

Attachment 1C: Professional Services Statement of Work (SOW), see attached