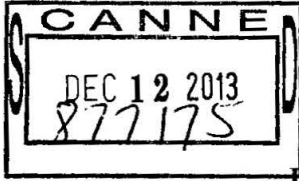


CITY OF ST. LOUIS



SERVICE AGREEMENT FOR

ECAS SYSTEM MAINTENANCE SERVICES AT

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

CONTRACT NO: **66399**

CONTRACT AMOUNT: \$2,940.00

CONTRACTOR: Veramark Technologies, Inc.
1565 Jefferson Road
Suite 120
Rochester, NY 14623

FEDERAL I.D. #: 16 - 1192368

CONTRACT AUTHORIZED BY: ORDINANCE NO.: 69154
BUDGET ACCOUNT: 5635

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
ST. LOUIS, MISSOURI

CITY OF ST. LOUIS
SERVICE AGREEMENT FOR
ECAS SYSTEM MAINTENANCE SERVICES AT
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

This Agreement, made and entered into this ____ day of _____, 2013 (the "Maintenance Agreement"), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "City" or "Customer") and Veramark Technologies, Incorporated ("Contractor" or "Veramark").

WITNESSETH THAT:

WHEREAS, City owns and operates Lambert-St. Louis International Airport (the "Airport"); and

WHEREAS, City seeks to contract with the Contractor for ECAS System Maintenance Services described herein.

NOW, THEREFORE, in consideration of the payments, terms, conditions, agreements, hereinafter set forth, to be made and performed by City, the Contractor hereby promises and agrees that it will faithfully perform all the services called for by this Maintenance Agreement, in the manner and under the terms, covenant, and conditions hereinafter set forth.



1565 Jefferson Road, Suite 120
Rochester, NY 14623

Phone: (585) 383-6824

Fax: (585) 383-6828

QUOTATION

QUOTE NO: 13-44328

DATE: 9/6/2013

TO:

City of St Louis

Attention: Gigi Glasper
Lambert Int'l Airport
10701 Lambert Int'l Blvd
St Louis, MO 63145

SERIAL NO	TERMS	Coverage	F.O.B.	REP
44328	Due: 2/23/2014	2/23/2014 - 2/22/2017	Origin	Order Management

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Call Accounting 3 Year Maintenance for SN #44328	\$2,940.00	\$2,940.00
1	License for latest version of VeraSMART	\$0.00	\$0.00
SUBTOTAL			\$2,940.00
SALES TAX			\$0.00
SHIPPING & HANDLING			\$0.00
TOTAL DUE			\$2,940.00

Quote is valid through **3/22/2014** and is in US Dollars.

Make checks payable to Veramark Technologies, Inc. **(Please note our NEW address)**

Please email your PO to Renewals@Veramark.com or fax to (585) 383-6828

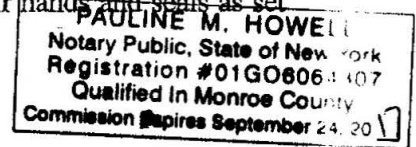
Join our Online User Community! <https://support.veramark.com>

Thank you for your business!

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

VERAMARK TECHNOLOGIES, INC.

ATTEST:



By: Christopher C. R. H. 10/18/13
Date

By: Pauline M. Howell 10/18/13
Date

THE CITY OF ST. LOUIS, MISSOURI, OPERATING
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®:

The foregoing Maintenance Agreement was approved on this _____ day of _____, 2013, by authority of a resolution adopted by the Airport Commission at its meeting on August 4, 1993.

By: Florida Van Nuland 10/31/13
Director of Airports Date

The foregoing Maintenance Agreement was approved by the Board of Estimate and Apportionment at its meeting on November 20, 2013.

By: Yvonne Watson
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

William E. [Signature] 10-31-13
City Counselor Date

Dale Hill 12/3/13
Comptroller Date

ATTESTED TO BY:

James J. May DEC 12 2013
Register Date

ST. LOUIS OFFICE
66399

Attachment 1
Maintenance Agreement

Confidential
garvinm@stlouis-mo.gov
2020-01-16 13:33:54 +0000

SCHEDULE D

VERAMARK SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("SMA") sets forth all of the situations upon which VERAMARK TECHNOLOGIES, INC. ("VERAMARK") will provide maintenance services for the SOFTWARE licensed to ("CUSTOMER") under the Software License Agreement to which this SMA is attached.

1. VERAMARK agrees to provide CUSTOMER with the following:

1.1 Telephone Support:

Telephone access to SOFTWARE support personnel will be available 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday, exclusive of VERAMARK designated holidays, to answer questions and provide guidance about SOFTWARE uses, operations, and application. CUSTOMER may place telephone support calls only to the following telephone number (585) 381-0115. Telephone support is limited to telephone calls originating in the United States, Canada and Puerto Rico.

After-hours and weekend support is available via pager service. After hours and weekend support is billable at the prevailing billable rate. Payment by credit card or purchase order will be required prior to support being given. If a problem is reported after-hours but immediate support is not needed, CUSTOMER may leave a voice mail message for response the following business day.

1.2 Maintenance Upgrades & Production Releases:

Maintenance Upgrades of the SOFTWARE will be made available when prepared by VERAMARK. A Maintenance Upgrade is an upgrade to the SOFTWARE to fix a Defect (defined in section 2.2) and which is provided to licensed users of SOFTWARE receiving maintenance services from VERAMARK. VERAMARK also will provide CUSTOMER with Production Releases. "Production Release" means any modifications, additions and substitutions to the software that result in substantial performance, or structural/functional improvements in the software, which are designated as Production Releases by VERAMARK in its sole discretion. Production Releases may be identified by a change in the numerals on the left or right side of the decimal point of the SOFTWARE version number.

VERAMARK requires the CUSTOMER to be on the current or on the second most current version of the SOFTWARE before VERAMARK will provide maintenance services, or investigate, or repair any CUSTOMER reported Defects. Maintenance and Product releases can be obtained via Web Access (see section 1.4).

VERAMARK will use commercially reasonable efforts to respond to Maintenance Requests that are identified by CUSTOMER, and to develop and implement fixes for Defects and/or workarounds thereto if it is agreed by VERAMARK that the reported error is being caused by a Defect.

1.3 Monthly Updates to Area and Prefix Codes:

Monthly updates to area and prefix codes will be made available via electronic download from VERAMARK's website.

1.4 Web Access:

Maintenance includes access to the Veramark Customer Portal (<https://support.veramark.com>). The site includes Product User Guides, Video Training

Center, Support Procedures, Software Downloads as well as Technical Documents. Maintenance Customers will have access to the website using their email address and product serial number. VERAMARK reserves the right to add, modify and/or remove content from the Veramark Customer Portal at its sole discretion.

1.5 VeraSMART Training:

Maintenance includes a complimentary seat for one user in VERAMARK's 1-day VeraSMART Call Accounting Training Class, available on a regularly scheduled basis at VERAMARK's headquarters in Rochester, New York. VERAMARK is not responsible for travel and living expenses associated with travel to Rochester, New York.

2. CUSTOMER agrees to the following:

2.1 CUSTOMER Contacts:

CUSTOMER must supply the names and contact information of the employees who are authorized to contact VERAMARK. The maximum total number of authorized names will be equal to the number of administrative user licenses purchased. All authorized personnel contacting VERAMARK must be trained and knowledgeable on all aspects of using and implementing the SOFTWARE.

2.2 Maintenance Requests:

A "Maintenance Request" is a request by CUSTOMER to fix an error in SOFTWARE resulting from a "Defect." A Maintenance Request does not include any request for the services identified in Section 3 below as not being covered under these Terms and Conditions. A "Defect" is a malfunction in SOFTWARE due to SOFTWARE failing to perform according to its written specifications. A "Defect" does not include any other error or malfunction or performance characteristic of SOFTWARE; including an error or malfunction due to (i) the computer hardware upon which SOFTWARE is operating; or (ii) actions taken by CUSTOMER outside the standard use of SOFTWARE as described in its documentation such as modifications to SOFTWARE not performed by VERAMARK or its authorized agent; deleting system files, modifying configuration files or rating files without VERAMARK's advance written approval; or renaming VERAMARK files or directories or modifying VERAMARK tables through SQL or other methods without VERAMARK's advance written approval. Additionally, VERAMARK does not provide software support services or defect fixes for 3rd Party Products purchased by CUSTOMER through VERAMARK. Support requests will be prioritized as Priority 1, Priority 2 or Priority 3 as defined in section 12.

2.3 Remote Access Support:

CUSTOMER acknowledges that the services and maintenance provided under this SMA are subject to the Veramark Remote Access Support Policy, attached hereto. If CUSTOMER elects to engage VERAMARK's support and maintenance services under the "Non-Standard Remote Access" or "No Remote Access" options then (a) additional hourly support charges may apply, depending on the nature of the support and maintenance requested, and (b) the timelines provided under the Support Priority, Response & Resolution Guidelines would not apply.

2.4 Third Party Hardware and Software:

CUSTOMER shall be responsible for the procurement, installation and maintenance of all required hardware and/or communications equipment not purchased from VERAMARK. Computers and/or other hardware peripherals supplied by VERAMARK will be covered by

the manufacturer warranties and maintenance policies. No VERAMARK warranty will be provided on these items. CUSTOMER shall be responsible to install and maintain product and security updates for all third party software.

3. SERVICES NOT COVERED UNDER THESE TERMS AND CONDITIONS:

The following services are not covered under this SMA:

- Database conversion consulting or support.
- Project management, training, consulting, or software implementation services.
- Any over-the-phone training support.
- Support or defect fixes for third party products.
- Operating System, Network administration, support, configuration, or set-up.
- Database administration, support, configuration or set-up.
- Transfer of software or databases to different locations or servers after initial installation is complete.
- Support, configuration, set-up, and upgrades to new versions of the SOFTWARE for any concurrent SOFTWARE installations beyond the instance covered under this SMA unless the concurrent system is covered by a separate SMA.
- On-site services including time and material costs and travel, food and lodging expenses.
- Any request by CUSTOMER for changes to SOFTWARE other than to fix a Defect. These would include custom modifications to SOFTWARE.
- NO Y-CABLE SUPPORT: VERAMARK does not support Y-Cables because a break in the connection to the secondary device would go undetected (as the device has no means of signaling back to stop the data flow), while the controlling device would keep receiving CDR. The machines would then have unmatched data, ineffectual for any type of CDR comparison / metrics.
- A Y-Cable is defined as an RS232 serial cable split into two: a 5-wire end that allows a full "handshake" (data transmission & flow control) and a 3-wire end that allows only data transmissions.

VERAMARK may perform any of the above listed services for CUSTOMER, at CUSTOMER's request, on a time and material basis at VERAMARK's then-prevailing rates. Should VERAMARK perform services under these terms and conditions in response to a Maintenance Request and it is discovered that the problem was not the result of a Defect in VERAMARK's SOFTWARE; CUSTOMER will pay VERAMARK's time and material charges for such services at VERAMARK's then prevailing rates.

4. PAYMENTS, INVOICING, TAXES:

- 4.1 Fees for maintenance services shall be due and payable prior to the start of the Term and each Renewal Term. VERAMARK shall have no obligation to perform any services under these Terms and Conditions until such fees have been received by VERAMARK. VERAMARK may increase maintenance fees upon renewal.
- 4.2 In addition to the annual maintenance fee, CUSTOMER shall pay all sales and other taxes, however designated, which are levied or imposed by reason of the transactions contemplated herein.

4.3 In addition to the amounts set forth above, CUSTOMER shall pay VERAMARK on a time and material basis at VERAMARK's then-prevailing rates, including travel, food and lodging expenses for on-site service.

4.4 In the event of a lapse in annual maintenance coverage, CUSTOMER will be required to purchase a new one-year SMA before any support will be provided. In addition, CUSTOMER will be assessed a fee equal to the prorated lapse in maintenance, based on then current maintenance rates.

5. REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY:

5.1 VERAMARK shall use commercially reasonable efforts to provide the services it is obligated to provide under this SMA

5.2 VERAMARK MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THESE TERMS AND CONDITIONS, AND/OR THE SERVICES TO BE PROVIDED BY VERAMARK HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.3 VERAMARK'S only obligation under this SMA is to perform the services set forth in the SMA terms and conditions until the Defect that is the subject of the Maintenance Request is fixed. In the event that those services cannot be provided within a reasonable time after notification of a Maintenance Request, CUSTOMER or VERAMARK may terminate this SMA and CUSTOMER's sole and exclusive remedy against VERAMARK (whether in contract, tort or warranty) is a refund of an amount equal to the total annual maintenance fees paid by CUSTOMER for the Term or Renewal Term in which the subject Maintenance Request was given to VERAMARK by CUSTOMER divided by three-hundred sixty-five, multiplied by the number of days beginning on the date the Maintenance Request was received by VERAMARK through the last day of that Term or Renewal Term.

5.4 CUSTOMER ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL VERAMARK BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL DAMAGES OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE PERFORMANCE OF SERVICES BY VERAMARK HEREUNDER, ANY WORK PRODUCT USED BY CUSTOMER, OR THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF VERAMARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. WORK PRODUCT OWNERSHIP:

Any Defect fixes, changes, modifications, additions or enhancements to SOFTWARE or related documentation and any intellectual property developed or conceived in the performance of services under these Terms and Conditions ("WORK PRODUCT") shall be and remain the exclusive property of VERAMARK, regardless of whether CUSTOMER or its employees or agents may have contributed to the conception, joined in its development, or paid VERAMARK for such WORK PRODUCT and CUSTOMER acknowledges that it will execute and/or have its employees or agents execute any documents requested by VERAMARK to vest ownership of WORK PRODUCT in VERAMARK. CUSTOMER may use WORK PRODUCT only subject to the Terms and Conditions of CUSTOMER's license agreement with VERAMARK for the SOFTWARE.

7. TERM AND TERMINATION:

7.1 For the initial installation of the SOFTWARE, this SMA shall begin on the date on which the installation of the software is completed and shall continue for an initial term of twelve (12) months (the "Term"). Maintenance services may be renewed for additional terms of twelve months (each a "Renewal Term") upon CUSTOMER's execution of VERAMARK's renewal invoice and payment of appropriate fees. Failure to timely renew maintenance services or make payment for such services may result in a termination of maintenance services by VERAMARK. For any maintenance services requested by CUSTOMER at any time when this SMA has not been properly renewed, CUSTOMER will pay VERAMARK's then prevailing rates for any such services provided to CUSTOMER.

7.2 This SMA shall terminate as set forth in Section 5 above and also in the following manner:

Either party may terminate this SMA, for any reason and for no reason, by giving written notice to the other party at least forty-five (45) days prior to the next occurring Renewal Term. Such termination shall be effective on the last day of the Term or Renewal Term in which notice is given.

VERAMARK may terminate this SMA and any services being or to be performed hereunder, immediately upon CUSTOMER's default under this SMA, the Software License, or CUSTOMER's failure to timely pay any amount due to VERAMARK.

8. ENTIRE TERMS AND CONDITIONS/ AMENDMENT/ASSIGNMENT:

This sets forth the entire agreement relating to VERAMARK's provision of maintenance services for the Software. This may not be modified, explained or supplemented by a course of dealings by any usage or trade or custom, or by any prior performance between the parties pursuant hereto or otherwise. These Terms and Conditions may be amended only by a written instrument signed by the party to be charged. CUSTOMER may not assign or sublicense its rights and obligations under this SMA without the prior written consent of VERAMARK, any attempted assignment is void. However, CUSTOMER may assign this SMA and all of its rights and duties hereunder, to any third party that is properly assigned CUSTOMER'S rights in the Software as set forth in the license agreement between CUSTOMER and VERAMARK for such Software.

9. FORCE MAJEURE:

VERAMARK shall not be responsible for failure to fulfill its obligations hereunder due to causes beyond its control, including, without limitation, acts of God, states of war, insurrection and acts of governments, fire, flood, natural disaster, malfunction of infrastructure or equipment, or shortages or any other similar cause other cause beyond the control VERAMARK.

10. NOTICES:

All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by overnight delivery, when Faxed with confirmation of transmission or when delivered by hand to the recipient at the recipient's addresses as set forth in the VeraSMART SOFTWARE License & SOFTWARE SMA, or at such addresses as the parties may later specify in writing.

11. GENERAL TERMS:

All other GENERAL TERMS not contained herein are as set forth in the VeraSMART SOFTWARE License & SOFTWARE SMA.

12. VERAMARK SUPPORT PRIORITY, RESPONSE & RESOLUTION GUIDELINES

RESPONSE: For support requests that are communicated directly to a Veramark Technical Support Specialist via telephone during business hours, VERAMARK will use commercially reasonable efforts to solve the problem in accordance with the Resolution Goals set forth below. For all other support requests made during business hours (e.g., voice-mail message, email, or fax), a Veramark Technical Support Specialist will respond to your request within three (3) business hours to acknowledge receipt of your request and to get additional information if needed (a "Response Call"). For support requests for which a Veramark Response Call is required, the times set forth below will be measured from Veramark's Response Call. The Response Call also applies to support requests made by pager after hours and weekends. (Please note that after hours and weekend support is billable at the prevailing billable rate.)

Priority Level	Examples of Priorities	Resolution Goal
PRIORITY 1 <ul style="list-style-type: none"> ■ A major component or function of the software is, or becomes, inoperable. ■ The system halts, loses significant amounts of data, or can no longer properly operate. 	<ul style="list-style-type: none"> ■ System down ■ Unable to collect/poll data from a pollable storage unit, causing a loss of data. ■ Unable to access major system components. 	To correct the problem or provide an action plan to correct the problem within eight (8) business hours.
PRIORITY 2 <ul style="list-style-type: none"> ■ A significant (but not primary) component of the system is unusable or does not function, but does not result in data loss. 	<ul style="list-style-type: none"> ■ Inability to poll remote sites. ■ Inability to run or distribute reports. ■ Configuration concerns of a time sensitive nature. 	To correct the problem or provide an action plan to correct the problem within two (2) business days.
PRIORITY 3 <ul style="list-style-type: none"> ■ A problem exists which does not affect basic system functions. 	<ul style="list-style-type: none"> ■ Administrative and general reporting questions ■ Rating/Costing issues ■ ASA or Cisco data import issues ■ Enhanced explanation of information already contained in the VeraSMART Help system 	To correct the problem or provide an action plan to correct the problem within five (5) business days.
Note: <ul style="list-style-type: none"> ■ The above timelines do not apply where PC remote access is not available or restricted. Restricted remote access environments will result in increased time-frames for troubleshooting. ■ The above does not apply to instances where the software has been misused. 		

Examples of misuse include (but are not limited to): changes to required user rights/permissions, locally or on the network; removal of, or restriction of access to, system directories or files; and CUSTOMER changes to user passwords without VERAMARK's consent and participation. An additional billable charge for troubleshooting in the event of software misuse may apply.

In the event that a customer needs involvement of a third party vendor/contractor/technician to assist in troubleshooting, Veramark Technical Support requires that the customer make arrangements with their assigned Veramark Technician to pre-plan or schedule a date and time where all involved parties can participate.

12.1 CUSTOMER SUPPORT ESCALATION PROCEDURES

If you do not receive a Response Call or resolution to your problem within the intervals stated above, you may escalate your problem to the Manager of Technical Support:

Phone: 585-383-6871

Email: Manager_Technical_Support@veramark.com

If your escalation to the Manager is not responded to within 4 hours, you may contact the Vice President of Customer Services:

Phone: 585-383-6829

Email: Exec_escalation@veramark.com

13. VERAMARK REMOTE ACCESS SUPPORT POLICY

Veramark's Remote Access Support includes three option levels: Standard, Non-Standard and No Remote Access.

13.1 STANDARD REMOTE ACCESS

For standard remote access of customer systems, our Customer Support team utilizes the Cisco WebEx Remote Support application. Remote control of customer computers is 100 percent permission-based; session content is never stored and the 128-bit SSL and 256-bit AES encryption ensures privacy during transmissions. For more information, visit <http://www.webex.com/products/remote-support.html>. Standard remote access is included at no extra charge under this SMA.

13.2 NON-STANDARD REMOTE ACCESS

Remote access methods not listed above and requested by the customer will be evaluated on a case-by-case basis to determine whether the requested method can be accommodated.

Non-standard remote access methods require additional Support time. The initial set up of the remote access session may require: additional software to be loaded, a dedicated PC, logins and passwords to be recorded, and assistance from IT to edit network configurations.

In light of these facts, the following charges may be applied to setup and maintain remote access methods other than the Standard options listed above.

- Initial set-up charges will be provided on request
- Yearly annual maintenance charges will be provided on request. Remote Access maintenance charges will be pro-rated to correspond to the dates of the system maintenance contract.

The customer will need to provide VERAMARK any additional software required for Non-Standard Remote Access, at no cost to VERAMARK.

13.3 NO REMOTE ACCESS

In the event a customer does not allow remote access, every reasonable effort will be made by Veramark Technical Support to resolve the incident without it. However, VERAMARK may not be able provide the same level of support when the customer does not allow remote access:

1. The time to resolve an incident may be increased. In some cases, the incident may not be possible to resolve without an on-site visit by a VERAMARK technician.
2. If the incident affects the collection of data, there may be loss of data until the incident is resolved.
3. If Technical Support arrives at a decision that they can go no further without accessing the system server, and the customer insists on trying to resolve the incident over the phone, the time will be billable at VERAMARK's prevailing rates.
4. If the incident cannot be resolved over the phone and an on-site visit by VERAMARK results, the on-site visit is billable at prevailing rates plus travel and expenses.