OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

AGREEMENT FOR PURCHASE OF SOFTWARE AND RELATED SERVICES

35529

THIS AGREEMENT is made and entered, in duplicate, as of February 6, 2020 for reference purposes only, pursuant to Resolution No. RES-20-0021, adopted by the City Council of the City of Long Beach at its meeting on February 4, 2020, by and between ASSETWORKS LLC, a Delaware limited liability company ("Contractor"), with a place of business at 998 Old Eagle School Rd, Suite 1215, Wayne, PA 19087, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, pursuant to City's Request for Proposal for furnishing software, hardware, and related services for continued support for the M-5 Fleet Management database, Vendor submitted its Proposal which was accepted by the City; and

WHEREAS, City wishes to obtain said software and related services and equipment from Vendor and Vendor is willing and able to furnish them;

WHEREAS, AssetWorks LLC, a wholly owned subsidiary of Trapeze Software Group, Inc., developed the proprietary M-5 software used by the Fleet Services Bureau in the Financial Management Department to manage and provide data on City vehicle and equipment assets; and

WHEREAS, the Contractor will provide software and hardware upgrades, troubleshooting services, and training for City staff; and

WHEREAS, the software upgrades will provide integration with City systems, such as MUNIS Financials, SmartAP, and various telematics software; and

WHEREAS, this contract will significantly reduce the time and resources spent handling individual purchase orders for system upgrades from the existing vendors; and

WHEREAS, City did by Resolution No. RES-20-0021 determine that the City's need to purchase software, hardware, and continued support for the M-5 Fleet Management database could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids to purchase software, hardware,

and continued support for the M-5 Fleet Management database, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. RECITALS. The above recitals are true and correct.

2. PERFORMANCE. Vendor shall furnish to and install at the City software and hardware and continued support for the M-5 Fleet Management database and perform the related services in accordance with those portions of Vendor's Statement of Work shown on Exhibit "A", attached hereto and incorporated herein by this reference, and a license to use said Programs in the form attached hereto as Exhibit "B". The cost per for services and the schedule of time for Vendor's performance is shown on Exhibit "C", attached hereto and incorporated herein by this reference, and Vendor shall conform to Exhibit "C".

3. TERM. Notwithstanding anything to the contrary in any exhibit, the term of this Agreement shall commence at midnight on February 4, 2020 and shall terminate at 11:59 p.m. on and shall terminate at midnight on February 3, 2021 provided, however, that the license granted in Section 5 below shall be perpetual unless specifically terminated by either party. City shall have the option to extend the term of this Contract for four (4) additional one-year periods, at the discretion of the City Manager. The City may terminate this Contract by giving thirty (30) days prior notice of termination to Contractor.

4. PAYMENT. The City shall pay to Vendor for said software, hardware, and related services the costs, shown on Exhibit "C", in due course of payments after delivery, acceptance, and receipt of an invoice from Vendor that reflects the City's purchase order number, in an amount not to exceed One Hundred Seventy Five Thousand Dollars ($175,000) with an annual ten percent (10%) contingency in the amount of Seventeen Thousand Five Hundred Dollars ($17,500), for a total annual amount not to exceed One Hundred Ninety Two Thousand Five Hundred Dollars ($192,500), including sales tax. The amounts shown on Exhibit "C" are "not to exceed" amounts, identified per task, and the

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City will pay no more than the amounts shown.

5. LICENSE.

A. Subject to Section 9 below and at no additional cost to the City, Vendor grants to the City non-exclusive, perpetual, non-transferable license to use Vendor's software on City servers on the terms described in the Vendor License Agreement ("License Agreement") attached hereto as Exhibit "B". The City shall pay no additional fees based on the number of City servers, workstations or employees using Vendor's software at any time. Vendor agrees that all City departments and City commissions may use the Vendor's software.

B. Vendor may terminate the software License Agreement if the City breaches the terms of the license, provided that Vendor gives notice to the City of said breach and the City does not correct the breach within thirty (30) days following receipt of notice. The City may terminate the software License Agreement by giving thirty (30) days' notice to Vendor

The software shall be and remain the property of Vendor. On termination of the software License Agreement, whatever the reason, the software and any copies thereof shall be returned to Vendor.

6. NO WAIVER. The acceptance of any item or any work or the payment of money by the City shall not operate as a waiver of any provision of this Agreement, or of any power reserved to the City, or of any right of the City hereunder. The waiver of any breach of this Agreement shall not be deemed a waiver of any other or subsequent breach.

7. INDEPENDENT CONTRACTOR. In performing its services, Vendor is and shall act as an independent contractor and not an employee, representative or agent of City. Vendor shall have control of Vendor's work and the manner in which it is performed. Vendor shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Vendor acts in accordance with Section 8 and Section 10 of this Agreement. Vendor acknowledges and agrees that (a) City will not withhold taxes of any kind from Vendor's compensation; (b) City will not

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secure workers' compensation or pay unemployment insurance to, for or on Vendor's behalf; and (c) City will not provide and Vendor is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Vendor expressly warrants that neither Vendor nor any of Vendor's employees or agents shall represent themselves to be employees or agents of City.

8. OWNERSHIP OF DATA. All materials, information and data prepared, developed or assembled by Vendor or furnished to Vendor in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, , samples, models, reports, summaries, drawings, designs, notes, plans, information, material and memorandum (but excluding computer disks, computer source documentation or other software) ("Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Vendor. Copies of Data may be retained by Vendor but Vendor warrants that Data shall not be made available to any person or entity for use without the prior approval of City. This warranty shall survive termination of this Agreement for five (5) years. Except as otherwise specified in this section, nothing in this Agreement shall be considered a "work for hire".

9. NOTICE. Any notice hereunder shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Vendor at the address first stated above and to the City at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Change of address shall be given as provided herein for other notices. Notice shall be effective on the date of mailing or on the date personal service is obtained, whichever first occurs.

10. INDEMNITY. Vendor shall, with respect to services performed in connection with this Agreement, indemnify City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, allegations, demands, damage, loss, causes of action, proceedings,

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penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim") to the extent and proportion arising, directly out of (1) any negligent act or omission of Vendor, its officers, employees, agents, sub-consultants or anyone under Vendor's control (collectively "Indemnitor"), (2) breach of this Agreement by Indemnitor, misrepresentation, (3) willful misconduct by Indemnitor, and (4) Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Vendor, Vendor shall defend City and shall continue this defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on the part of Indemnitor shall be required for the duty to defend to arise. Vendor shall notify City of any Claim within ten (10) days. Likewise, City shall notify Vendor within ten (10) days of any Claim, shall tender the defense of the Claim to Vendor, and shall assist Vendor at Vendor's sole expense, as may be reasonably requested, in the defense.

11. WARRANTY.

A. Vendor warrants that the software conforms to the description in the User's Manual. If the software fails to conform to the description in the User's Manual, Vendor shall correct the errors as described below. In addition, with respect to the software, Vendor warrants that it owns or has the right to use the software and that the software does not infringe or violate any copyright, patent, license, trade secret, trademark, or other proprietary right of any third party. Vendor makes no other warranties, including, but not limited to the warranty of merchantability or fitness for a particular purpose.

B. Vendor shall defend, indemnify the City, its officials and employees from all claims, demands, causes of action, loss, liability, damage, costs, and expenses, including reasonable attorney's fees (collectively in this Section, "claims"), arising from any alleged infringement of any copyright, patent, license, trade secret, trademark, or other proprietary right by reason of City's use or

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purchase of the software. Vendor shall pay those costs and damages incurred by the City which is attributable to any such claim, but such defense and payments are conditioned on the following: (1) that Vendor shall be promptly notified in writing by the City following City's receipt of any such claim; (2) that Vendor shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise except to the extent that principles of municipal law are involved; (3) should the software become, or in Vendor's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright, then the City shall permit Vendor at its option and expense, either to (a) procure for the City a license to use the software; (b) modify the software so that it becomes non-infringing; or (c) procure for the City 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. Vendor shall have no liability to the City under this Section with respect to any claim of patent or copyright infringement which is based on the City's unauthorized use or combination of the software with software or data not supplied by Vendor as part of the software.

C. In no event shall Vendor be liable for loss of use, lost profit or other consequential damages, and Vendor's maximum liability for any and all claims relating to the subject matter of this Agreement shall not exceed the amount of the license fee except to the extent that the City suffers damage as a result of the gross negligence or willful misconduct of Vendor with respect to the software.

D. The warranty period identified in sub-section "A" above for each module of the software shall extend for ninety (90) days after the date of acceptance. The warranty also extends for any maintenance period as long as payments for maintenance service are current. During the warranty period, in the event that the City encounters an error or malfunction whereby the software does not conform to the description in the User's Manual, Vendor shall: (i) in the event that, in the mutual and reasonable opinion of Vendor and City, there exists an error or nonconformance

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to the User's Manual, take such steps as are required to correct the error with due dispatch; or (ii) in the event that, in the mutual and reasonable opinion of Vendor and the City, the error or nonconformance to the User's Manual does not constitute a serious impediment to the normal intended use of the software, correct the error and distribute the correction to the City in accordance with Vendor's normal software revision schedule.

12. INSURANCE.

A. As a condition precedent to the effectiveness of this Agreement, Vendor shall procure and maintain at Vendor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

1. Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Vendor in an amount not less than One Million Dollars (US $1,000,000) per occurrence and Two Million Dollars (US $2,000,000) in general aggregate.

2. Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars ($1,000,000) per claim and in aggregate covering the services provided pursuant to this Agreement.

B. Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach and

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its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

C. Vendor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Vendor's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

13. NO ASSIGNMENT. Neither this Agreement, nor any duties or obligations of either party, nor money due Vendor hereunder may be assigned by either party without the prior written approval of the other party. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted assignment or delegation.

14. DISCRIMINATION. In connection with performance of this Agreement and subject to applicable rules and regulations, Vendor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age,

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sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Vendor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15. NO THIRD PARTY BENEFIT. This Agreement is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

16. JOINT EFFORT. This Agreement was created as a joint effort of both parties and neither it nor any part of it shall be construed against one party as the drafter.

17. ACCEPTANCE.

A. The software shall function in all respects as described in Exhibit "A" and all user documentation. The software shall be deemed accepted by the City after satisfaction of the conditions of this Section 14. City's Director of Technology Services or designee shall be the final judge of the acceptability of the software.

B. City shall have the right to test the software and hardware for a period of up to thirty (30) days (the "acceptance testing period"). The acceptance testing period shall begin after Vendor installs the software and City's personnel have been trained in its use. If, in the reasonable judgment of City's Director of Technology Services or designee, the software is not acceptable, then Vendor shall remedy the problems identified by said Director or designee and the acceptance testing period shall begin again. City shall not be required to permit a new acceptance testing period more than three (3) times. If the software does not pass the acceptance testing period or if acceptance testing is not successfully completed within ninety (90) days after commencement of the original acceptance testing

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period (not from the commencement of any re-started acceptance testing period), then City may require that Vendor remove the software at Vendor's cost and that Vendor refund all amounts previously paid to Vendor by the City.

18. NON-DISCLOSURE.

A. Subject to the other subsections of this Section 18, the City agrees that it will hold the software in confidence and will not disclose it to others without the prior written consent of the Vendor. This obligation to hold in confidence does not apply to any portion of the software: (i) developed by the City and in the City's possession prior to receipt of same from the Vendor; (ii) which at the time of disclosure is part of the public domain through no act or failure to act by the City; or (iii) which is lawfully disclosed to the City without restriction on further disclosure by another who did not acquire same from the Vendor.

B. The City may copy, in whole or in part, any printed material relating to the software which is provided by Vendor hereunder.

C. The City may copy any software provided by the Vendor in machine-readable form for City's use with the designated servers to the extent necessary for archive or emergency re-start purposes, to replace a worn copy, to understand the contents of such machine-readable materials, or to modify the software as provided below.

D. The City agrees to keep the original and any copies of the software at the same location as the designated servers, except that a machine-readable copy of the software may be kept for archive or emergency re-start purposes only, at another facility.

19. FORCE MAJEURE. If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the

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reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of such cause for failure to perform.

20. AMBIGUITY. In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

21. ADVERTISING. Contractor shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.

22. COUNTERPARTS. The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. SEVERABILITY. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

24. MISCELLANEOUS.

A. This Agreement shall be governed by and construed pursuant to the laws of the State of California, except those provisions of California law pertaining to conflicts of laws. Any action involving this Agreement shall be brought in the Los Angeles County Superior Court, Long Beach Judicial District, or the United States District Court for the State of California located in Los Angeles.

B. This Agreement, including all exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, whether oral or written, with respect to the subject matter herein.

C. This Agreement, including all exhibits, shall not be amended, nor any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this Agreement.

D. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies

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hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

E. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued prior to termination or expiration including but not limited to Sections 10 and 11, and shall not extinguish any warranties that may be in effect on the date of termination.

F. Vendor shall comply with all applicable federal, state and local laws and regulations during performance hereunder.

G. The division of provisions hereof into sections and the captions on those sections is for convenience only and shall not be considered in construing this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

May 7, 2020

ASSETWORKS LLC, a Delaware limited liability company

By _____
Name Gordon Smith
Title Vice President

May 7, 2020

By _____
Name Rob Hallett
Title General Manager

"Vendor"

CITY OF LONG BEACH, a municipal corporation

May 11, 2020

By _____
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

"City"

This Agreement is approved as to form on May 11, 2020.

CHARLES PARKIN, City Attorney

By _____
Deputy

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EXHIBIT "A"

Statement of Work

AssetWorks assists City of Long Beach Fleet Services Bureau (FSB) with development, implementation and support of the M5 fleet management and FuelFocus applications. The diverse and complex range of products and services provided by Assetworks to FSB is broadly outlined below.

Project Management & Oversight - AssetWorks may assist FSB with the implementation and support of M5, FuelFocus and related software applications; developing and managing the implementation schedule; managing AssetWorks resources and deliverables; conducting regular progress meetings; and providing regular project status reports.

System Design - AssetWorks may support FSB' s fleet and maintenance management business process to identify opportunities to engineer those processes to take full advantage of the functionality and capabilities of the M5 and FuelFocus applications. AssetWorks may also assemble the final requirements for all application functionality, including any interfaces, enhancements and reports. AssetWorks will document and review any newly identified requirements with FSB before proceeding with the additional application design, setup and training. AssetWorks will also identify requirements for any interfaces and enhancements required to close functional gaps identified during the business process review.

System Setup & Configuration - AssetWorks will consult with FSB on the setup and configuration of the M5 and FuelFocus applications to support the loading of pre - production data. This task includes setting up the application' s security module, creating user roles, and populating reference codes. FSB will have principal responsibility for loading the data and setting system flags and attributes, with direction from AssetWorks. AssetWorks may provide FSB with templates for loading unit records into the system. AssetWorks may assist FSB with the design of the user roles and work -flows during a work -flow planning workshop. FSB will have responsibility for configuring the advanced functionality needed to support the planned work flows such as defining job schedules and standards; billing; warranty terms; motor pools and inventory reorder parameters.

User Training - AssetWorks may provide ongoing training. This training may include: Key-User, Application, and User training sessions. AssetWorks may provide on -site training to all FSB fleet personnel as requested. All training will be conducted by AssetWorks Implementation Specialists

Production Deployment - AssetWorks may provide on-site support during new production roll-out for a smooth operation for the M5 or FuelFocus applications.

Interface Development - AssetWorks may develop the M5 and FuelFocus side of all interfaces between Assetworks applications and FSB internal and external systems. AssetWorks will provide a design specification and fixed cost estimate for each interface

that must be accepted by FSB. FSB will have responsibility for developing its side of all internal FSB application interfaces. Completed interfaces will be delivered in a schedule maintenance release or upgrade.

Modifications and Enhancements - AssetWorks will provide custom development services as needed to develop customer requested modifications and new functionality. For each development item, AssetWorks will prepare a detailed design specification and fixed cost estimate that must be approved by FSB before proceeding. Completed enhancements will be delivered in a schedule maintenance release or upgrade.

Business Intelligence Support - AssetWorks will provide support to FSB with implementing the various business intelligence modules available in M5 and FuelFocus: standard reports, customizing reports, dashboards, performance measures and metrics (PMM) and ad -hoc reporting. AssetWorks will aid FSB with determining its business intelligence requirements and recommend the appropriate tool for addressing reporting needs. AssetWorks will provide additional training with implementing those BI modules that FSB has licensed.

Hardware – Assetworks may provide hardware to support the various functions of the M5 and FuelFocus software. These components are used in direct interface with the software applications and made available by Assetworks to enable full functionality.

Travel – Expenses will be reimbursed as incurred. Expenses include actual costs for lodging, air and ground travel and per diem rates for meal expenses (corporate rate/government agreement)

EXHIBIT "B"

AssetWORKS

Attachment 1 – Software License Agreement

1. SOFTWARE LICENSE

A. AssetWorks grants to Customer a non-exclusive, perpetual (subject to Section 5) non-transferable license for the number of units (Software) specified in the purchase order (Order Form). Except as provided above, use of Software in excess of limits defined in the Order Form requires additional licensing 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.

B. Customer shall have the right to use only one copy or image of the Software for production purposes 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. Software may be licensed on a per-set basis, a number of Active Equipment Unit basis, or other basis as described on the Order Form (License Restriction). Customer may increase the License Restriction at any time by executing a subsequent Order Form and paying in full the applicable fees. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted, but shall not include retired equipment.

C. If any third party software is provided to Customer pursuant to this Agreement, such license shall be in accordance with terms set forth in the Order Form.

D. 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.

E. 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.

2. NON-DISCLOSURE

A. Subject to the other paragraphs in this Section, 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. 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.

3. LIMITED WARRANTIES

A. AssetWorks represents that it has the right to license the Software to Customer as provided in Section 1. AssetWorks further represents that the Software will conform to the description contained in the documentation provided or published by AssetWorks ("Documentation") In the event the Software fails to conform to the description contained in the Documentation, AssetWorks' sole obligation shall be to correct the errors as detailed in this Section. This limited warranty is in 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. This warranty extends for a period of 90 days following the date the Software is made available to Customer.

B. AssetWorks does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any mobile or wireless network, or any information stored in any system connected to the internet or to any mobile or wireless network. AssetWorks shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Customer's connection to or use of the internet or of any mobile or wireless network.

C. AssetWorks will not be liable to Customer or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to Customer's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

D. 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.

E. Customer agrees to indemnify and defend AssetWorks 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.

F. 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 sole responsibility under this Limited Warranty is 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.

THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ASSETWORKS DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. TERMINATION

A. The license conveyed pursuant to Section 1 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.

B. In addition, Customer shall have the right to terminate the Software License 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 the Order Form, and (2) to honor the terms of the Professional Services Agreement or the Software Maintenance Agreement, which were independently executed and each of which must be terminated in accordance with its terms.

C. 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 Section 2 shall be promptly returned to AssetWorks.

Attachment 2 – Software Maintenance Terms

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").

No charge shall be made to the Customer for either Mandatory Revisions or Optional Revisions while under a current Maintenance Agreement.

b. New products ("New Products") may be added to the Software by AssetWorks from time to time. Compared to a Revision, New Products substantially improve the performance of the Software and/or substantially increase 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. Proper Use

a. Customer shall not modify the Software or Source Code as defined in the Software License Agreement unless specifically authorized by AssetWorks in writing.

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.

7. 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.

8. Additional Software Maintenance Fee – Paid Up License. In the event the Customer acquires AssetWorks Software licenses in addition to the Software that indicated in Schedule a1 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.

In the event that Customer purchases any custom interfaces, APIs or other software (Developed Software), AssetWorks may also charge maintenance on the Developed Software in an amount equal to twenty percent (20%) of the cost of the Developed Software.

9. 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.

10. 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 on each anniversary thereafter.

b. AssetWorks reserves the right to change the annual Maintenance fee by providing Customer written notice of the increase at least thirty (30) days prior to any scheduled renewal date.

11. Default and Termination.

a. The Customer shall have the right to terminate Maintenance upon delivery of written notice at least ninety (90) days prior to any scheduled renewal date.

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. 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.

c. In the event of any breach of the terms and conditions of this Agreement by the Customer, AssetWorks will, by written notice to the Customer, give the Customer 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 AssetWorks' satisfaction within said thirty (30) day period, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the Customer.

d. In the event that Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the Customer of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions of this Agreement shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

Attachment 6 – Professional Services Agreement

1. Services / Statement of Work. AssetWorks will perform the professional services ("Services") described in the Statement of Work ("Statement of Work"). The terms of this Agreement shall control any additional or future Scopes of Work that may be executed by the parties during the Term of the Agreement. No Statement of Work shall be of any force and effect unless and until executed by both AssetWorks and Customer.

2. Price and Payment Term

a. Each Statement of Work will either be on a time and material basis or a fixed price basis, specified in the Statement of Work. The Statement of Work may or may not include a definitive list of "Deliverables" that must be completed by AssetWorks. In some instances, the Statement of Work will include a date by which "Deliverables" must be completed.

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

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

d. Invoiced amounts are due and payable 30 days from the date of the invoice. The preferred means of payment is by electronic funds transfer (EFT). EFT payments can be accomplished as either a Funds Transfer (Fed Wire) or Direct Deposit (ACH).

e. Custom modules, interfaces and other software can be placed under the AssetWorks Software Maintenance program. The cost for software maintenance is 20% of the cost of the custom build annually.

f. AssetWorks reserves the right to apply a late payment charge of 1.5% per month, or the maximum rate permitted by law if lower, to amounts outstanding more than thirty (30) days after the date of the invoice and AssetWorks retains the right, in

AssetWorks' sole discretion and in addition to its other rights and remedies, to cease further performance of the Statement of Work.

g. Bill to Address. The invoice will be mailed to the Customer address at the top of this Agreement unless otherwise indicated in the Statement of Work.

3. Resources to be Provided by Customer
   a. Customer shall provide, maintain and make available to AssetWorks, at Customer's expense and in a timely manner, the resources described in this section 4, the Statement of Work, and such other additional resources as AssetWorks may from time to time reasonably request in connection with AssetWorks performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.
   b. Customer will designate qualified Customer personnel or representatives to consult with AssetWorks on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services.
   c. Customer shall furnish access to Customer's premises, and appropriate workspace for any AssetWorks personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises.
   d. Customer shall meet all assumptions noted on the Statement of Work.

4. Subcontractors. 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.

5. Confidentiality
   a. 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 Statement of Work. Nothing herein will be deemed to restrict a party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.
   b. 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.
   c. 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 7, 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.

6. Intellectual Property
   a. Customer and AssetWorks shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.
   b. The Services performed, code developed and any Intellectual Property produced pursuant to this Agreement are not "works for hire."
   c. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created or developed by AssetWorks in providing the Services.

7. Non-Solicitation. During the term of this Agreement, and for one year thereafter, Customer shall not solicit the employment of, or contract for the services of, any person who is/was an employee, agent, or subcontractor AssetWorks during the term of this Agreement. Nothing in this section shall prohibit Customer party from placing a bone fide public advertisement for employment which is not specifically targeted at AssetWorks employees and Customer shall not be restricted from hiring any such person who responds to any such general solicitation or public advertisement so long as no direct solicitation of such person has occurred.

8. Taxes
   a. In no event whatsoever shall AssetWorks be liable for sales, use, business, gross receipts or any other tax that may be levied by any State or Federal Government entity against a contractor to such governmental entity other than taxes upon income earned by AssetWorks for the goods and/or services provided pursuant this Agreement. This exclusion of tax liability is also applicable to any goods and/or services that may be provided by AssetWorks under any later task order or amendment hereto regardless of changes in legislation or policy.
   b. In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Services or Deliverables provided by AssetWorks to Customer (other than those taxes levied on AssetWorks income), Customer shall reimburse AssetWorks for any such additional tax, including interest and penalties thereon. Similarly, if a taxing authority determines that a refund of tax is due as it relates to the Services or Deliverables provided by AssetWorks to Customer (except those taxes relating to AssetWorks income), AssetWorks shall reimburse Customer such refund, including any interest paid thereon by the taxing authority.

9. Termination for Default. Either party may terminate any Statement of Work if (i) the other party fails to perform a material obligation of the Statement of Work and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching party specifying such failure; or (ii) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any

proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, AssetWorks may terminate any Statement of Work effective immediately upon written notice to Customer if Customer fails to make any payment in full as and when due hereunder. Termination of a Statement of Work shall not terminate this Agreement.

Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay AssetWorks the full value for all goods and/or services provided to, and accepted by, Customer up to and including the date of termination.

10. Termination for Convenience. Notwithstanding any other provision in this Agreement, either party may terminate a Statement of Work by providing a 90 day notice of intent to terminate the Statement of Work.

11. Effect of Termination. The Terms of this Agreement shall survive for any Statement of Work which is still pending at the time of termination until the conclusion of the Statement of Work.

12. Professional Services Limited Warranty

a. AssetWorks warrants that the Professional Services provided under this Attachment or a Statement of Work authorized under this Attachment shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to AssetWorks timely notice of such breach as hereinafter required, AssetWorks shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by AssetWorks attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to AssetWorks written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section 10(a) is the sole and exclusive remedy for breach of the foregoing warranty.

b. **ASSETWORKS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.**

c. Customer represents and warrants to AssetWorks that Customer has the right to use and furnish to AssetWorks for AssetWorks use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to AssetWorks in order for AssetWorks to perform the Services and to create the Deliverables identified in the Statement of Work.

13. Relationship of Parties. AssetWorks is an independent contractor in all respects with regard to any Professional Services. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and Customer.

EXHIBIT "C"

AssetWORKS

MAINTENANCE RENEWAL

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805
Tel (484) 588-5515 Fax (610) 971-9447

Number 8197 M5FL MNT19

TO: City of Long Beach
FROM: AssetWorks LLC
DATE: October 15, 2019
RE: FleetFocus M5 Maintenance and Support Renewal

Prices valid through November 30, 2020

Annual Software Maintenance and Support for period 12/1/2019 - 11/30/2020

FleetFocus M5, license for up to 2,000 assets Including Ad hoc Query, Replacement Analysis, Motor Pool, Reservations, KPI/Dashboards, Shop Portal, Performance Measures & Monitors, Customer Access, Telematics, Screen Designer, Accident Management, Notifications, Zonar Telematics, EquipmentFocus, MAXQueue Module, and Employee Interface	$	37,072.98
Crystal Reports, 10 concurrent access licenses and 5 developer (report author) licenses	$	2,929.12
FuelFocus software for 13 ICUs, VDCs, Passive GPS, and Driver Behavior modules	$	24,989.65
Includes product updates and enhancements, unlimited email and telephone support for 12 months		
Subtotal, Current Maintenance, not including tax and options	**$**	**64,991.76**

OPTIONAL MAINTENANCE BUNDLES

AssetWorks Academy Users Conference Admission ☐ Quantity @ $1,250.00/person

Management Review ☐ *Check here to receive a quote*
AssetWorks will perform onsite assessment relating maintenance practices to available system functionality to optimize organizational performance. This review will be scheduled at a mutually convenient time.

Upgrade Assistance ☐ $4,000.00
AssetWorks will provide technical assistance to your organization to complete the upgrade to the next version. This assistance will be scheduled at a mutually convenient time. For details, please contact AssetWorks.

For Visa, MasterCard, and American Express payments, add 4%:

Sales Tax: 0.0000% $ -

All software updates are electronically delivered

GRAND TOTAL DUE, $ US

REMIT TO:

CHECKS
AssetWorks
PO Box 202525
Dallas TX 75320-2525

EFT, ACH, OR DIRECT DEPOSIT
Wells Fargo, 8601 N. Scottsdale Rd., Scottsdale AZ 85253
ABA # 122105278
Account # 5076434348

US Tax ID # 98-0358175
Canada GST/HST # 834113896 RT0001
AssetWorks LLC is a subsidiary of Trapeze Software Group Inc.

If you require a separate invoice, complete this form and return it by email or fax; AssetWorks will issue an invoice as you instruct below. *If your organization requires us to reference a purchase order number on our invoice*, we must receive that PO by email to Colleen.Boutcher@AssetWorks.com or by fax to (610) 971-9447. ***Do not mail POs to our remittance address***.

Terms

This maintenance renewal is issued pursuant to the terms of the current AssetWorks contract with your organization. The parties will continue to be bound by those terms during any renewal period unless otherwise agreed by both parties through a signed amendment. Notification of termination of maintenance is required 90 days prior to annual renewal date.

SOLE SOURCE

FleetFocus is proprietary property of AssetWorks LLC and protected by law. Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon AssetWorks' ownership rights. Accordingly, **AssetWorks is the sole source for software, maintenance and services of its products.**

I, the undersigned, accept this maintenance renewal as described above.

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

[ ] PO REQUIRED: #_____ [ ] NO PO REQUIRED [ ] WILL PAY BY QUOTE - NO SEPARATE INVOICE NEEDED

[ ] Please MAIL invoice to: _____

[ ] Please E-MAIL invoice to: _____

→ If you have any questions, please contact Colleen Boutcher at (484) 588-5515 or Colleen.Boutcher@AssetWorks.com. ***Thank You!*** ←