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July 6, 2021

Mountain House Community Services District
Attn: Kathryn Grant
251 E. Main Street
Mountain House, CA 95391

Limited Service, Maintenance and Site Support Agreement

Valley Communications, Inc. ("Service Provider" and also referred to as "VCI") has prepared this agreement to provide limited service, maintenance and site support for the AMAG Access Control, DMP Intrusion Alarm and AMAG CompleteView Video Management Systems for Mountain House Community Services District ("Subscriber").

Service Location: 251 E. Main Street, Mountain House, CA 95391
201 E. Main Street, Mountain House, CA 95391

Term: July 1, 2021 to June 30, 2022

Overview

- Site & Software Support Agreements
 - o AMAG
 - o CompleteView
- Software Upgrades
 - o AMAG
 - o CompleteView
- On-Site/Remote Support for System Components
- Service Rates for System Components
- Fees, Term and Conditions

Site & Software Support Agreements

AMAG

- VCI will maintain all Site Support Agreements (SSA) in full force with the manufacturer.
- A current SSA with AMAG also assures uninterrupted access to AMAG's Technical Support Staff, AMAG's Professional Services Department and all version releases.

CompleteView

- VCI will maintain the AMAG CompleteView Site Support Agreement (SSA) in full force with the manufacturer.
- A current SSA with AMAG CompleteView also assures uninterrupted access to AMAG's Technical Support Staff and all software/driver pack releases.

Software Upgrades

AMAG

- The AMAG SSA renewal assures that The Subscriber will have access to any version upgrades from AMAG free of charge. As part of this Support Agreement, Valley Communications will perform one (1) Annual Software Version Upgrade of the AMAG Symmetry Software.

CompleteView

- The AMAG CompleteView SSA renewal assures that the Subscriber will have access to any version upgrades from CompleteView free of charge. As part of this Support Agreement, Valley Communications will perform one (1) Annual Software Version Upgrade of the CompleteView Video Management Software.

Note: New version updates may require hardware and/or current operating system software upgrades which are the responsibility of the Subscriber.

On-Site/Remote Support for System Components

Priority Response (Normal Business Hours: Monday-Friday 8:00AM-4:30PM)

- VCI will receive and acknowledge requests from Subscriber designated personnel only, for non-emergency issues. VCI will dispatch all non-emergency service calls within a seventy-two (72) hour period from time of first contact. VCI will determine if a resolution can be accomplished via a remote session or if a technician will need to be dispatched to the site. VCI will schedule either activity with Subscriber and notify same of disposition and/or result upon completion of service call.

Emergency Response

- VCI will receive and acknowledge requests from Subscriber designated personnel only, for emergency issues. VCI will dispatch all emergency service calls within a six (6) hour period from time of first contact. VCI will determine if a resolution can be accomplished via a remote session or if a technician will need to be dispatched to the site. VCI will schedule either activity with the Subscriber and notify same of disposition and/or result upon completion of service call.

Service Rates for System Components

- Repair or replacement of system components will be billed hourly at the preferred customer pricing detailed below:

Monday-Friday 8AM - 4:30PM	Overtime, 4:30PM - 12AM & Saturday	Holiday, Sunday & 12AM - 8AM
\$150.00	\$225.00	\$300.00

(Labor rates subject to change after 12 months)

- o Minimum four (4) hours per "Standard Response" service call
- o Minimum four (4) hours per "Emergency Response" service call
- o Minimum one (1) hour for remote session service calls
- VCI will administrate all current applicable manufacturer warranties.
- Any required equipment/materials will be charged at preferred customer pricing.

This **Limited Service, Maintenance and Site Support Agreement** (Agreement) is effective as of July 1, 2021, by and between:

Valley Communications, Inc. ("Service Provider" and also referred to as "VCI"), a corporation organized and existing under the laws of the State of California, with its corporate office located at 6921 Roseville Road Sacramento, CA 95842 and ("Subscriber") also referred to as, Mountain House Community Services District located at 201 E. Main Street, Mountain House, CA 95391 and 251 E. Main Street, Mountain House, CA 95391.

1. Fees

- a. Service Fee: Subscriber agrees to pay VCI for services the sum of Seven Thousand Five Hundred Eighty-Two Dollars (\$7,582.00) annually, payable quarterly or annually in advance on the first day of the billing period and each billing thereafter following connection of the system for an "Initial Term" of 1 year. In addition, you shall pay the pro-rata share of the service fee for the month in which the services begin (if applicable).

Annually - \$7,582.00 billed annually

Quarterly - \$1,895.50 billed quarterly

2. Term and Termination

- a. Term: This Agreement shall commence as of the Effective Date and shall remain in effect for the "Initial Term" of One (1) year.
- b. This Agreement is binding when executed by Subscriber and subsequently accepted by Service Provider and once accepted by Service Provider, the rates and charges provided in this Agreement will be effective from date of execution.

3. Right to Terminate:

- a. Notwithstanding any other provision hereof, either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party. Subscriber will remain liable for payment of all outstanding fees for the term of this agreement and all obligations owed by Subscriber shall become immediately due and payable upon termination. In addition, either party may terminate this Agreement upon thirty (30) days prior written notice if the other party materially breaches the provisions of this Agreement and fails to remedy such breach during such thirty (30) day notice period. If Subscriber breaches any provision of this agreement, upon written notice to Subscriber's address, VCI may interrupt and/or terminate service without liability. In the event either party materially breaches any of the provisions hereof, and such breach is not curable, this Agreement shall immediately be terminated by the non-breaching party upon written notice to other party. In the event the breach is curable, breaching party shall have 30 days after receipt of written notice to cure such breach. If after 30 days breach is not cured this Agreement shall immediately be terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement at Sacramento, CA with full knowledge of its content and significance and intending to be legally bound by the terms hereof the day and year first below written.

Service Provider

Valley Communications, Inc.
6921 Roseville Road
Sacramento, CA 95842



Authorized Signature

Kenneth R. Hurst, President

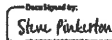
Print Name and Title

7/6/21

Date

Subscriber

Mountain House Community Services District
251 E. Main Street
Mountain House, CA 95391



Authorized Signature

Steven J. Pinkerton - General Manager

Print Name and Title

7/6/2021

Date