

SERVICES AGREEMENT

This Services Agreement is entered into on [March 01, 2022] (“Effective Date”) by and between **RECTRAC, LLC d/b/a VERMONT SYSTEMS**, a Delaware limited liability company having its principal address at 12 Market Place, Essex Junction, VT 05452 (“VS,” “Licensor,” “we,” “our,” or “us”) and the customer identified in Section 1 below (“Customer,” “Licensee,” “you” or “your”) (each a “Party,” and, collectively, the “Parties”). This Services Agreement, including all attachments, schedules, exhibits or Addenda referenced herein, shall collectively comprise the “Agreement” between you and us. Terms not defined below shall have the meanings as set forth in Section 1 of the Terms of Service.

1. CUSTOMER INFORMATION

Customer Name (Legal Entity)		Doing Business As (if applicable)
City of Deer Park Parks and Recreation, TX		
Office Address		
610 E. San Augustine, Deer Park, TX, 77536		
Business Address (if business is located somewhere other than the office address)		
Customer’s General Contact (for all matters under the Agreement)	General Contact Phone	General Contact Email
Charlie Sandberg	281.478.2054	csandberg@deerparktx.org
Customer’s Billing Contact (for billing matters under the Agreement)	Billing Contact Phone	Billing Contact Email
Jazmin Hernandez	281.478.2051	jhernandez@deerparktx.org
VS Customer Lead	VS Lead Phone	VS Lead Email
April Leafey	802.276.5330	Aprill@vermontsystems.com

2. TERM

Initial Term: 36 months. The Initial Term will commence on the first day of the month in which the software is implemented and available for the Customer’s use and will end 36 consecutive months later.

Renewal Term: 12 months. Unless Customer provides written notice of cancellation at least 90 days prior to the expiration of the applicable Term, the Agreement will automatically renew for another 12 month term.

3. SERVICES & FEES

You are contracting to receive the Services, and to pay the Fees, as more specifically described in the Order Schedule. The Order Schedule is attached hereto and incorporated by reference herein.

4. PAYMENT SERVICES

You are choosing the following Payment Services option:

<input type="checkbox"/>	VS Gateway Partner Processing	Customer is choosing to use the VS platform and a payment Gateway option for Payment Services. Customer is required to enter into a separate agreement with approved Gateway partner.
<input checked="" type="checkbox"/>	VS PayTrac Payment Processing	Customer is choosing to use the VS PayTrac Payment Processing platform for Payment Services. Customer is required to enter into an additional, separate Sub-Merchant Agreement made part of the Agreement.

5. HOSTING

Customer is choosing the following hosting option:

<input type="checkbox"/>	Customer Hosted	Customer hosts data locally, on its own servers. VS has no responsibility for maintaining and/or securing Customer Data on Customer's servers.
<input checked="" type="checkbox"/>	VS Hosted	VS hosts Customer Data on VS-controlled and maintained servers. Any VS hosting will be subject to all hosting policies as described in the VS Terms of Service.

6. TERMS OF SERVICE

Customer has read, understands and agrees to VS's Terms of Service, which shall be incorporated and considered part of this Agreement. VS's Terms of Service may be accessed [here](#).

7. PRIVACY & SECURITY

Customer has read, understands and agrees to VS's Privacy Policy, which shall be incorporated and considered part of this Agreement. VS's Privacy Policy may be accessed [here](#).

8. SERVICE LEVEL COMMITMENT

Customer has read, understands and agrees to VS's Service Level Agreements, each of which shall be considered part of this Agreement. VS's Service Level Agreement is attached hereto and incorporated by reference herein.

ACCEPTANCE

Customer acknowledges that it has read, understands and accepts the Agreement as written, inclusive of all attachments, schedules or exhibits, as may be revised, and agrees to pay all Fees and all other charges permitted by the Agreement. The individual signing the Agreement on behalf of Customer acknowledges that he/she has the proper legal authority to act on the Customer's behalf and to bind the Customer to this Agreement.

AGREED TO BY CUSTOMERS:

City of Deer Park Parks and Recreation, TX

Printname: _____ Date _____
Title:

ACCEPTED BY VERMONT SYSTEMS

RecTrac, LLC.

Printname: Scott Strong _____ Date _____
Title: President