FORM #1 (PAGE 1 OF 1)

BIDDER/SUPPLIER INFORMATION SHEET

Bidder's Exact Legal Name: IntelliTime Systems Corporation
(Must be Bidder's name as reflected on its organizational documents, i.e., not a DBA)

List the U. S. State in which Bidder's Legal Entity is organized: California

Bidder's Type of Legal Entity: (check one)
( ) Sole Proprietorship   ( ) Limited Liability Company
( ) Partnership   ( ) Limited Partnership
(✓) Corporation   ( ) Other: _____

Bidder's Taxpayer ID No.: 33-0766329

Bidder's Address:

1118 E. 17th Street	Santa Ana	CA	92701
Street	City	State	Zip Code

Bidder's Website Address: Email Address: www.IntelliTime.com | dpeters@intellitime.com

Project Manager:	Legal Contact:
Name: Christy Hunzeker	Name: Dennis Peters
Street: 1118 E. 17th Street	Street: 1118 E. 17th Street
City: Santa Ana	City: Santa Ana
State: CA	State: CA
Phone: (714) 444-3020	Phone: (714) 444-3020 x105
Fax: (714) 559-3145	Fax: (714) 559-3145 PA
Email: chunzeker@intellitime.com	Email: dpeters@intellitime.com
Alternate Project Contact:	**Alternate Legal Contact:**
Name: Michelle Champagne	Name: Dennis Peters
Phone: (714) 444-3020	Phone: (714) 444-3020 x105
Fax: (714) 559-3145	Fax: (714) 559-3145
Email: mchampagne@intellitime.com	Email: dpeters@intellitime.com

FORM #2 (Page 1 of 1)

INTEREST AFFIDAVIT

STATE OF _____California_____)
)ss.
COUNTY OF _____Orange_____)

I, _____Dennis Peters_____, of lawful age, being first duly sworn, state that
I am the agent authorized by Seller to submit the attached bid. Affiant further states that no
officer or employee of the City of Norman either directly or indirectly owns a five percent (5%)
interest or more in the bidder's business or such a percentage that constitutes a controlling
interest. Affiant further states that the following officers and/or employees of the City of
Norman have less than a controlling interest, either direct or indirect, in Seller's business:

N/A
_____

_____

_____

By: _____
                        Signature

Title: President

Subscribed and sworn to before me this 27TH day of NOVEMBER , 20 17 .

_____
Notary Public
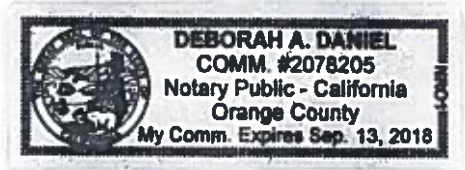
My Commission Expires: SEPT 13, 2018

Notary Commission Number: 2078205

County & State Where Notarized: ORANGE Co. CALIF.

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____California_____)
)ss.
COUNTY OF _____Orange_____)

I, _____Dennis Peters_____ , of lawful age, being first duly sworn, state that:
     (Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.

2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
    a.) to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
    b.) to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
    c.) in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
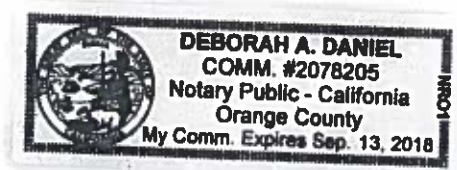
By: _____
                    Signature

Title: President

Subscribed and sworn to before me this 27TH day of NOVEMBER, 20 17.

_____
Notary Public

My Commission Expires: SEPT. 13, 2018

DEBORAH A. DANIEL
COMM. #2078205
Notary Public - California
Orange County
My Comm. Expires Sep. 13, 2018

Notary Commission Number: 2078205

County & State Where Notarized: ORANGE CO. CALIFORNIA

FORM #4 (Page 1 of 1)

AFFIDAVIT OF CLAIMANT

STATE OF _____California_____)
)ss.
COUNTY OF _____Orange_____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Norman will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Norman or of any public trust where the City of Norman is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that they have complied with all applicable laws regarding equal employment opportunity.

Company: IntelliTime Systems Corporation

TIN: 33-0766329

Remit to
Address: 1118 E. 17th Street

City, State,
Zip: Santa Ana, CA 92701

Phone: (714) 444-3020

Name (print): Dennis Peters

Signature:

Title: President

Subscribed and sworn to before me this 27TH day of NOVEMBER, 20 17.

(signature)

Notary Public

My commission expires: SEPT. 13, 2018

My commission number: 2078205

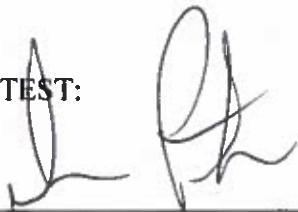## FORM #5 (PAGE 1 OF 2)
DELIVERY AND PRICING

1. Delivery:

A. Supplier shall perform all services necessary in order that the following project is fabricated and completed in accordance with the contract documents. Installation will follow approval by City of Norman Council on **December 12, 2017** with the entire project and approved locations to be engineered, installed and tested on or before

_____ .

B. Within ten (10) days after being awarded the Purchase Agreement, Supplier shall prepare and submit to City for approval a detailed schedule for Supplier's performance under the Purchase Agreement (the "Supplier's Schedule) as more particularly described in the General Provisions. The Supplier's Schedule shall incorporate the performance requirements of paragraphs 1.A and as set forth in the Contract Documents.

C. Supplier must be able to deliver the goods and/or services as specified in its RFP. Failure to do so may result in City terminating the Purchase Agreement, pursuing collection under any performance bond, as well as any other damages to which it may be entitled in law and in equity.
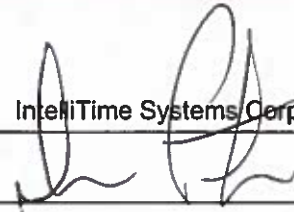
2. Pricing:

Supplier agrees to sell City the following goods and services according to the fixed prices shown below. Supplier must state the total fixed price necessary to provide all goods and services, including all shipping (prepaid freight), but excluding all federal excise and local and state sales taxes from which City is exempt.

IN WITNESS WHEREOF, this Offer has been executed in multiple copies on the dates set forth below to be effective for **60 days** from date of RFP opening.

Supplier name: IntelliTime Systems Corporation

Sign Here ▶

ATTEST:

Printed Name: Dennis Peters

Title: President & Secretary

Corporate Secretary

Date: 11/27/2017

IntelliTime Systems Corporation	1118 E. 17th Street	Santa Ana	CA	92701
Company Name [Please Print]	Address	City	State	Zip Code

(714) - 444-3020 (714) - 559-3145 dpeters@intellitime.com

Telephone Number Fax Number Email Address

SECURITY STATEMENT
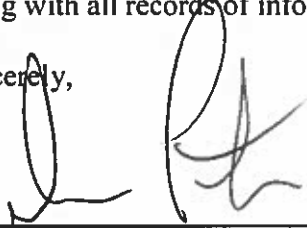
Tim Powers, Director of Information Technology
City of Norman
Department of Information Technology
201-C West Gray Street
Norman, Oklahoma 73069

Subject: Use of Confidential City of Norman Information

Our company will respect and maintain strict confidentiality in the use off all data that our company employees may gain access to for the purpose of preparing a response to RFP-1617-24 and for the performance of any subsequent contract. Information obtained from the City of Norman will be used only by authorized company employees and for only those purposes for which the City of Norman provides the information. Those employees who handle the information will be notified of its strictly confidential nature. Our company will also take responsibility for returning to the City of Norman promptly after use, all documents supplied along with all records of information derived therefrom.

Sincerely,

Signature of Company Representative

President
Title or Position

11/27/2017
Date

TABLE OF CONTENTS

SYSTEM PROCUREMENT AGREEMENT

THIS SYSTEM PURCHASE AND LICENSE AGREEMENT (this "Agreement") is made as of the _____ day of _, 2017_____ (the "Effective Date") by and between IntelliTime Systems Corporation. (hereinafter "Vendor"), a California Corporation, with its principal office at 1118 E 17th Street Santa Ana, California 92701, and the _____ (hereinafter "Customer"), a _____, with its principal office at _____.

In consideration of the mutual covenants hereinafter set forth, Vendor and Customer, intending to be legally bound, hereby covenant and agree as follows:

SECTION 1 - DEFINITIONS

The following capitalized terms shall have the meanings set forth below for all purposes of this AGREEMENT:

1.1 **"Acceptance."** The occurrence of the conditions set forth in SECTION 8 – INSTALLATION, TESTING, AND ACCEPTANCE hereof.

1.2 **"Certificate of Installation."** A written certificate, delivered to Customer and signed by an authorized representative of Vendor, stating that the System has been completely delivered, assembled, installed, and tested at the Customer Premises in accordance with this AGREEMENT and that, as so assembled and installed, the System is ready for Parallel Testing by Customer.

1.3 **"Customer Equipment."** The equipment and devices identified in EXHIBIT A – CUSTOMER PROVIDED EQUIPMENT attached hereto, which are to be provided by Customer in connection with the installation, operation, or maintenance of the System.

1.4 **"Customer Facilities."** The space, environment, and other facilities specified in EXHIBIT B – CUSTOMER FACILITIES attached hereto, which are to be provided by Customer in connection with the installation, operation, or maintenance of the System.

1.5 **"Customer Personnel."** All persons engaged from time to time by Customer as its officers, employees, or agents or as independent contractors.

1.6 **"Customer Premises."** Those premises occupied by Customer at and within the .

1.7 **"Defect."** Any failure of the System or any Deliverable to operate in material conformity with the System Specifications.

1.8 **"Deliverable"** Each part or component of the System, including all applicable Vendor Equipment, Programs, and Services listed in EXHIBIT D – INTELLITIME

SYSTEM DELIVERABLES, to be delivered by Vendor to Customer in accordance with EXHIBIT G - PROJECT PLAN AND DELIVERY SCHEDULE.

    1.9 **"Deliverable Acceptance Period"** A two pay period timeframe commencing upon the delivery of each Deliverable during which the Customer will test the Deliverable under actual operating conditions to determine if the Deliverable meets the Specifications.

    1.10 **"Documentation."** All specification documents, manuals, drawings, and other media and materials, other than Equipment and Programs.

    1.11 **"Effective Date"** The date of the last signature of this AGREEMENT.

    1.12 **"Program"** Individual computer executable component of the Software.

    1.13 **"Software"** The combination of all Programs to be delivered by Vendor under this AGREEMENT.

    1.14 **"System."** The Networked Computer System, consisting of the Equipment and the Programs, which shall conform to the System Specifications.

    1.15 **"System Price."** The purchase price stated in EXHIBIT D – INTELLITIME SYSTEM DELIVERABLES attached hereto.

    1.16 **"System Specifications."** Those functional specifications relating to the design and performance of the System set forth in EXHIBIT E – SYSTEM SPECIFICATIONS.

    1.17 **"Trade Secret."** Any scientific or technical information concerning a design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that its confidentiality affords a competitive advantage to the owner of such Trade Secret). Trade Secrets shall not include any information that (1) is or becomes generally known to the public through no fault of the recipient; (2) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (3) the recipient independently develops through persons who have not had access to such information; or (4) the disclosing party approves for unrestricted release by written authorization.

    1.18 **"Vendor Equipment."** Those items designated as Equipment in EXHIBIT D – INTELLITIME SYSTEM DELIVERABLES attached hereto, which are to be purchased by Customer from Vendor pursuant to this Agreement.

    1.19 **"Vendor Personnel."** All persons engaged from time to time by Vendor as its officers, employees, or agents or as independent contractors.

Section 2 - Terms of System Purchase

2.1 Vendor shall design, develop, fabricate, assemble, and install for Customer a specialized, integrated System in accordance with Exhibit G – Project Plan and Delivery Schedule and consisting of the Equipment, Programs, and Services listed in Exhibit D – Intellitime System Deliverables, which shall operate in accordance with, and conform in all material respects to, the System Specifications set forth in Exhibit E – System Specifications.

2.2 Customer shall pay Vendor Equipment and Programs delivered and Services rendered by Vendor in accordance with Exhibit C – Payment Schedule. In addition to payment of the System Price, Customer shall pay, or reimburse Vendor for, those taxes, costs of shipping and insurance, and other costs and expenses set forth in Section 6 – Customer Payments to Vendor of this Agreement.

Section 3 - Programs Licensed to Customer

3.1 Commencing on the Effective Date, Vendor grants Customer a perpetual, nontransferable, nonsublicensable and nonexclusive right and license to utilize all Programs and Software specified in Exhibit D – Intellitime System Deliverables in connection with its operation of the System. Such right and license shall continue in full force and effect unless and until terminated in accordance with this Agreement. Title to, ownership of, and all rights and interests in, the Software shall remain at all times with Vendor.

3.2 The right and license granted to Customer hereunder entitles Customer to use the Programs licensed under this Agreement and listed in Exhibit D – Intellitime System Deliverables, only for its own internal data-processing and computing needs, and Customer agrees to comply with and be bound by any restrictions pertaining to Third Party Software or confidentiality and other obligations contained in Third Party Licenses, as permitted under contract and by law. Customer agrees not to modify, adapt, translate, or create derivative works based on the Programs and shall not attempt to decompile, decrypt, extract, disassemble or otherwise reverse engineer the Programs. In furtherance of such limitation, Customer shall prohibit any persons other than Customer Personnel from using any components of the System.

3.4 Subject to the provisions of Section 14 - Termination herein, the right and license granted to Customer hereunder, and all use of the Programs, shall automatically terminate upon any termination of this Agreement.

Section 4 – Obligations of Vendor

In addition to any other obligations of Vendor set forth in this Agreement, Vendor shall:

4.1 Bear liability for all risk of loss or damage to all components the System suffered before delivery of such components to the Customer Premises.

4.2 Before commencing shipment of any of the Equipment of Programs, conduct a Test of the Equipment and Programs in order to confirm that the Equipment and Programs satisfy the System Specifications in all material respects.

4.3 Correct at the Vendor's Offices any Defect in the System revealed by the Test.

4.4. Treat any Trade Secrets of Customer as proprietary and confidential, and neither use, copy, or disclose, nor permit any Vendor Personnel to use, copy, or disclose such Trade Secrets, except as necessary to fulfill Vendor's obligations under this AGREEMENt.

4.5 Train Customer Personnel in the operation of the System in accordance with the terms and conditions stated in EXHIBIT D – INTELLITIME SYSTEM DELIVERABLES and EXHIBIT G – PROJECT PLAN AND DELIVERY SCHEDULE of this AGREEMENT.

SECTION 5 – OBLIGATIONS OF CUSTOMER

In addition to any other obligations of Customer set forth in this AGREEMENT, Customer shall:

5.1 Until payment in full of the entire System Price, bear liability for all risk of loss or damage to any components of the System suffered after delivery of such components to the Customer Premises.

5.2 Furnish and make available the Customer Equipment and Customer Facilities as required for installation, operation, or maintenance of the System and take such further action as may be required to ensure that the Customer Facilities and Customer Equipment are completed and operable in accordance with EXHIBIT A – CUSTOMER PROVIDED EQUIPMENT and EXHIBIT B – CUSTOMER FACILITIES of this AGREEMENT, at least 2 days before the scheduled delivery of each Deliverable to the Customer Premises.

5.3 Grant to Vendor Personnel such access to the Customer Premises, including the System, Customer Facilities, and Customer Equipment, as may be necessary or appropriate for Vendor to perform its obligations under this AGREEMENT.

SECTION 6 – CUSTOMER PAYMENTS TO VENDOR

6.1   In consideration of Vendor's agreement to provide the System to Customer, deliver necessary documentation, train Customer Personnel, and render related services in accordance with this Agreement, Customer shall pay the System Price for the System in accordance with the Project Payment Schedule shown in EXHIBIT C – PAYMENT SCHEDULE of this AGREEMENT. Not withstanding anything to the contrary herein, payment shall be due on Net 30 Terms when invoiced following the schedule listed in EXHIBIT C PAYMENT SCHEDULE of this AGREEMENT and Customer may not withhold payment during the Deliverable Acceptance Period or thereafter without breaching this Agreement and incurring the penalties in Section 6.5 herein.

6.2   In addition to the System Price, Customer shall duly report and pay all federal, state, local, and other taxes or other charges (other than income or franchise taxes payable by Vendor) directly applicable to the sale, installation, maintenance, or use of the System.

6.3   Customer shall reimburse Vendor for reasonable out of pocket expenses incurred by Vendor in the performance of its obligations hereunder, including, but not limited to travel expenses (including per diem charges) incurred in connection with remote installations of the System in accordance with EXHIBIT D – INTELLITIME SYSTEM DELIVERABLES. Vendor shall invoice Customer for such costs and Customer such costs shall be due within 30 days of receipt of invoice.

6.4   If installation of the System is delayed as a result of the unavailability, or incomplete or improper installation or operation of, the Customer Facilities or Customer Equipment, and such delay continues for more than 30 days after Vendor gives Customer notice of such delay, Customer shall reimburse Vendor for any reasonable costs and expenses (including, without limitation, reasonable labor and overhead charges) incurred by Vendor as a result of such delay; provided, however, that Customer shall not be liable for any cost or expense attributable to (1) errors or omissions of Vendor with respect to its description of the Customer Facilities in EXHIBIT A – CUSTOMER PROVIDE EQUIPMENT and EXHIBIT B – CUSTOMER FACILITIES of this AGREEMENT, or (2) any delay in installation permitted in accordance with SECTION 13 – FORCE MAJEURE AND EXCUSABLE DELAYS.

6.5   All amounts not paid by Customer within 45 days after such amounts become due and payable to Vendor shall bear interest at the lesser of ten percent (10%) per year or the maximum rate of interest allowed by applicable law.

SECTION 7 – SHIPMENT AND DELIVERY

7.1   Equipment to be provided by Customer as specified in EXHIBIT A – CUSTOMER PROVIDED EQUIPMENT of this AGREEMENT shall be made available to Vendor at Customer Facilities as specified in EXHIBIT B – CUSTOMER FACILITIES within 45 days of the

Effective Date. Upon receipt of access to Customer Provided Equipment, Vendor shall commence installation and testing of the Programs.

7.2 Vendor shall arrange for delivery of each Deliverable to the Customer Premises prior to the date for installation of the applicable Deliverables specified in EXHIBIT D – INTELLITIME SYSTEM DELIVERABLES of this AGREEMENT. Unless Customer provides Vendor with specific shipping instructions, Vendor will select the carrier(s) and arrange for shipment. Promptly after making such arrangements, Vendor shall notify Customer of the name of the carrier, the date of shipment, and the scheduled date of arrival of such components at the Customer Premises.

7.2 Customer shall receive, unload, and store each Deliverable to the Customer Premises. However, Customer shall not uncrate or unpack such Deliverable without prior permission from Vendor.

SECTION 8 – INSTALLATION, TESTING, AND ACCEPTANCE

8.1 Vendor shall assemble and install each Deliverable at the Customer Premises within 45 days of the start of this Agreement, subject to extension pursuant to SECTION 13 – FORCE MAJEURE AND EXCUSABLE DELAYS. Customer shall furnish, as part of Customer Equipment, all materials required for installation as described in EXHIBIT A – CUSTOMER PROVIDED EQUIPMENT of this AGREEMENT at least 2 days prior to the applicable installation date.

8.2 Following installation of each Deliverable at the Customer Premises, Customer shall commence the two Pay Period Parallel Test Deliverable Acceptance Period. If no Defects are reported in writing to Vendor during the Deliverable Acceptance Period, then upon the expiration of the Deliverable Acceptance Period, the Deliverable will automatically be deemed accepted. If a Defect is reported to Vendor during the Deliverable Acceptance Period, Vendor shall use commercially reasonable efforts to repair or replace, at its sole option, any hardware or software causing such Defect to conform solely to the Specifications within a reasonable period of time. Upon completion of corrections of all reported Defects reported pursuant to this SECTION 8 – INSTALLATION, TESTING, AND ACCEPTANCE with respect to a Deliverable, the Deliverable shall be deemed accepted by the Customer.

8.3 Upon receipt of the Certificate of Installation, Vendor may invoice Customer for Payment 3 in accordance with EXHIBIT C – PROJECT PAYMENT SCHEDULE.

8.4 Upon receipt of the Certificate of Installation, the initial term of the Maintenance and Support Agreement with Vendor shall commence in accordance with the terms and conditions stated in EXHIBIT H – ANNUAL MAINTENANCE AND SUPPORT AGREEMENTS.

SECTION 9 – VENDOR WARRANTIES

9.1 Vendor warrants that the Vendor Equipment, at the time of Acceptance, will be new and free from Defects in material and workmanship.

9.2 Vendor warrants that upon delivery of the System to Customer and payment in full of the Purchase Price, Customer shall obtain good and marketable title to the Equipment, free from any lien or encumbrance (except for such liens and encumbrances as may be imposed by Customer's creditors by virtue of Customer's rights in the System).

9.3 Vendor warrants that it has the right and authority to grant Customer the right and license in the Software accorded under SECTION 3 – PROGRAMS LICENSED TO CUSTOMER hereof and that Customer's use of the Software in accordance with this Agreement shall not infringe any third-party rights in any patent, copyright, or Trade Secret in the United States.

9.4 Customer's sole and exclusive remedy for any breach of warranty by Vendor shall be to require Vendor to repair or replace, at Vendor's option, any component of the System that contains a Defect so as to correct such Defect.

9.5 With the approval of Customer, which approval shall not be unreasonably withheld, Vendor may furnish suitable and durable substitute components to the extent any specified components of the System are not available because of short supply or other reasons. Any such substitution shall not affect Vendor's warranties or result in any material change in the System Specifications.

9.6 All warranties of Vendor and all obligations of Vendor under this SECTION 9 – VENDOR WARRANTIES are contingent upon Customer's use of the System in accordance with both this Agreement and any reasonable instructions provided to Customer in writing from time to time which will not limit the intended use of the System.

9.7 To the extent contractually and legally allowed, Vendor assigns to Customer all rights and benefits, if any, now or hereafter held by Vendor under warranties made or furnished by the manufacturers, suppliers, or vendors of all Vendor Equipment components procured by Vendor prior to resale.

9.8 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, VENDOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RESPECTING THE SYSTEM AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.9   The parties' liability to each other shall be limited to the purchase price of the System sold hereunder. In no event shall Vendor be liable for any indirect, exemplary, incidental, or consequential damages arising out of or otherwise relating to the use or performance of the System or any services provided hereunder, even if Vendor has been advised of the possibility or likelihood of such damages.

SECTION 10 – CUSTOMER'S USE AND PROTECTION OF VENDOR'S TRADE SECRETS

10.1   IntelliTime represents that the Software is its valuable, proprietary information and that it maintains the Software as a Trade Secret. Customer agrees to use reasonable efforts to maintain the confidentiality of the Trade Secrets, subject to applicable law; provided, however, that should Customer and Vendor be unable at any time to reach an accord on a maintenance agreement applicable to the System, this SECTION 11 – CUSTOMERS USE AND PROTECTION OF VENDOR'S TRADE SECRETS shall not prohibit Customer from retaining outside contractors to maintain or repair the System and disclosing to such contractors, in confidence, such information as is necessary to enable them to maintain or repair the System.

10.2   Customer acknowledges that any use or disclosure of Vendor's Trade Secrets by Customer or Customer Personnel in a manner not authorized by this Agreement would likely cause Vendor irreparable damage that could not be fully remedied by monetary damages. Customer therefore agrees that Vendor shall have the right to request such injunctive or other equitable relief from a court of competent jurisdiction as may be necessary or appropriate to prevent such unauthorized or unlawful action where legally justified.

10.3   The provisions of this SECTION 11 – CUSTOMERS USE AND PROTECTION OF VENDOR'S TRADE SECRETS shall survive termination of this AGREEMENT.

SECTION 11 – VENDOR INDEMNIFICATION FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

11.1   Vendor agrees to defend, indemnify, and hold harmless Customer from and against any claim, suit, demand, or action alleging that the Software infringes a U.S. patent or copyright, or any Trade Secret, or any other intangible property rights of any third party; provided, however, that (1) Customer shall give Vendor prompt written notice of such action and all prior claims relating thereto; (2) Customer shall fully cooperate with Vendor in the defense and settlement of such action; (3) Vendor shall have sole control of the defense of such action and all negotiations for its settlement or compromise; and (4) Vendor shall keep Customer informed and fully advised of status and disposition of such action.

11.2   If a temporary or a final injunction is obtained against Customer's use of the Software by reason of an infringement of a U.S. patent, copyright, Trade Secret, or other intangible property right, Vendor will, at its option and expense, either:

1.   Procure for Customer the right to continue to use the Software; or

2.   Replace or modify for Customer the Custom Software so it no longer infringes such patent, copyright, Trade Secret, or other intangible property right, so long as the utility or performance of the System is not materially impaired and the System continues to conform to the System Specifications in all material respects.

11.3   Vendor shall have no liability to Customer for any infringement action that is based upon or arises out of the use of the System or any component thereof in combination with any other system, equipment, or software that is:

1.   Not referred to in EXHIBIT D – INTELLITIMES SYSTEM DELIVERABLES of this AGREEMENT or otherwise furnished by Vendor as part of the System;

2.   Not approved by Vendor in writing; or

3.   Inconsistent with the intended use of the System and its components.

11.4   This SECTION 11 – VENDOR INDEMNIFICATION FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS sets forth the exclusive remedy of Customer against Vendor with respect to any action or claim for alleged infringement of any patent, copyright, Trade Secret or other intangible property right involving the System or any component thereof.

SECTION 12 – FORCE MAJEURE AND EXCUSABLE DELAYS

12.1   Neither party shall be liable for any costs or damages attributable to nonperformance (including delays on the part of Vendor in making deliveries hereunder) arising out of any "Event of Force Majeure," which shall consist of any cause not within its reasonable control and not due to its fault or negligence.

12.2   Each party shall give the other party prompt notice of the occurrence of any Event of Force Majeure that is expected to cause delay hereunder, and the date of performance by any such party shall be extended for a period not exceeding the period of delay caused by the Event of Force Majeure identified in such notice.

12.3   Unless the performance by either party of its obligations under this Agreement is delayed by the occurrence of an Event of Force Majeure for a period of more than one year (and such delay is excused under the foregoing provisions), no Event of

Force Majeure shall excuse permanent nonperformance, but shall excuse only delays in performance and only to the extent that such delays are directly attributable to such cause. Should any Event of Force Majeure delay performance for a period of more than one year, either party may terminate and rescind this AGREEMENT upon notice to the other party.

    12.4 Notwithstanding any other provision in this AGREEMENT to the contrary:

1.   Neither party shall be liable for any delay or failure in the performance of its obligations under this AGREEMENT that directly results from any failure of the other party to perform its obligations as set forth in this AGREEMENT; and

2.   Failure by Customer to make any payment to Vendor within 45 business days after the date such payment becomes due under this Agreement shall, if Vendor so elects and notifies Customer in writing to that effect, postpone the date of Vendor's subsequent performance or deliveries by such period of time as Vendor may reasonably require in light of such delinquency.

SECTION 13 – SOURCE CODE

    13.1 Vendor shall place Source Code for the Software modules licensed by the Client in escrow with an independent third-party (with whom a separate Escrow Agreement will be entered into by Vendor at no additional cost to Customer). The Source Code shall be kept current with the releases and versions of the Software in live use at the Customer. The Source Code shall revert to Customer for Customer's use if Vendor files for bankruptcy or protection from creditors in a court of law. Client shall then have full rights to use source code for any purposes other than resale.

    13.2 Vendor will provide appropriate source code to the Customer in a timely manner in the event that the Vendor goes out of business or no longer supports the Software being licensed. The same applies if the Vendor is merged or acquired and the Software is no longer supported. Once the Customer obtains the source code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.

SECTION 14 – CHANGE ORDERS

    14.1 Customer may require changes in the scope of services to be performed by Vendor. Such changes, including any increase or decrease in compensation amount, must be mutually agreed upon in writing by the Customer and Vendor. Vendor shall be compensated for all authorized changes in services.

Section 15 - Termination

15.1   Either party may terminate this Agreement at any time by giving written notice, effective immediately, upon the occurrence of either of the following events:

1.   The other party fails to discharge any obligation or remedy any default under this AGREEMENT for a period of more than 60 days after the aggrieved party has given such party written notice of such failure, but only if such failure has not been remedied at the time the aggrieved party gives such notice of termination or is the result of any condition anticipated under SECTION 12 – FORCE MAJEURE AND EXCUSABLE DELAYS; or

2.   The other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to the bankruptcy laws.

15.2   In the event Vendor rightfully terminates this Agreement pursuant to SUBSECTION 13.1, ITEM 2, prior to Final Acceptance, Vendor shall retain all monies paid to Vendor pursuant to this AGREEMENT and shall be entitled to payment of all monies outstanding as of the date of termination.

15.3   In the event of any termination of this Agreement by Customer pursuant to SUBSECTION 14.1, ITEM 1, prior to the shipment of any Vendor Equipment or Programs to the Customer Premises:

1.   Vendor will refund to Customer, within 30 days after such termination, any portion of the Purchase Price theretofore received by Vendor from Customer; and

2.   Upon such refund, all right, title, and interest in and to all Equipment and Programs (to the extent title may previously have passed to Customer) shall immediately revert to Vendor without further action by either party.

15.4   If this AGREEMENT is terminated in accordance with SUB-SECTION 14.1 hereof, the right and license granted to Customer pursuant to SECTION 3 – PROGRAMS LICENSED TO CUSTOMER hereof, but only as it pertains to those components of the Vendor Equipment retained by Customer as to which Customer has paid the corresponding portion of the System Price, shall continue for so long as Customer operates the System in a manner consistent with the provisions of SECTION 3 – PROGRAMS LICENSED TO CUSTOMER and SECTION 11 – VENDOR INDEMNIFICATION FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS hereof.

15.5 Except as provided in SUB-SECTION 13.4 hereof, upon termination of this Agreement, all rights and licenses granted to Customer hereunder shall terminate and Customer shall immediately cease use of the Programs. Customer shall, immediately upon such termination, return to Vendor all copies of the Programs, and Customer shall certify to Vendor that it has retained no copies of such Programs.

SECTION 16 - DISPUTE RESOLUTION

16.1 **Negotiation.** In the event a dispute arises over the interpretation or application of any provision of this AGREEMENT or the grounds for termination, the parties shall meet within ten (10) working days of a request by one or both parties to resolve the dispute by negotiation. The parties shall act through the appropriate officers with full decision-making authority to promptly resolve the matter in good faith with a cooperative, problem-solving approach. If within ten (10) working days after the first meeting, the parties have not resolved the dispute, either party may request that they extend the time for negotiation for fifteen (15) additional working days with the objective of achieving final resolution.

16.2 **Mediation.** In the event a dispute exists relating to the interpretation or performance of this AGREEMENT or the grounds for its termination and after compliance with the negotiation required in SUBSECTION 16.1, the parties shall enter into mediation in accordance with SUBSECTION 16.2. The party requesting mediation of the dispute must notify the other party in writing of the requesting party's intent to seek mediation by a third-party who is an expert ("Expert") in the subject and technology under dispute. Each party must, within fifteen (15) working days after such notification, submit its position regarding the dispute in writing to the other party. If within fourteen (14) days after each party has submitted its position to the other the dispute is not resolved, the parties shall mutually select an independent Expert in a joint letter of appointment to the Expert. The Expert shall render a written decision containing an analysis and explanation of the decision within fifteen (15) working days or, where necessary, twenty (20) working days of his/her receipt of the joint letter of appointment from the parties. A party may not unreasonably withhold consent to the selection of an Expert. Any person who is a current or former employee, agent, representative, shareholder or subsidiary of either party, or relative of one, or a current or former consultant for either party or relative of one, is not eligible to serve as the Expert. The parties shall share equally the costs of the Expert and the mediation.

16.3 **Post-Mediation Alternative.** If the parties are not able to resolve the dispute through mediation in SUBSECTION 16.2, they may agree to use another form of alternative dispute resolution including arbitration. The parties shall share equally the costs of the arbitrator.

16.4. Confidentiality. All discussions and documents prepared pursuant to the attempt to resolve a dispute under SECTION 16 – DISPUTE RESOLUTION are confidential and for settlement purposes only and shall not be admitted in any court or forum as an admission or otherwise against a party for any purpose including the applicability of Federal and State court rules.

16.5. Statute of Limitations. The parties agree to toll any applicable statutes of limitations during the pendency of any of the above dispute resolution proceedings.

16.6. Judicial Remedies. Nothing in this SECTION 16 – DISPUTE RESOLUTION will prevent any party from seeking equitable remedies in a judicial proceeding if interim relief from a court is necessary to preserve the status quo pending resolution or to prevent serious and irreparable injury to that party or others.

SECTION 17 – MISCELLANEOUS

15.1 Except as specifically stated in this AGREEMENT, neither this AGREEMENT nor any of the rights, interests or obligations of either party shall be assigned or delegated without the prior written consent of the other party which consent shall not be unreasonably withheld. Any unauthorized assignment or delegation shall be null and void. Notwithstanding the foregoing, either party may assign or otherwise transfer its rights and obligations to any entity controlling, controlled by or under common control with a party hereto, or to successors in interest (whether by purchase of stock or assets, merger, operation of law, or otherwise) of that portion of its business related to the subject matter hereof.

17.2 Any notice permitted or required under this AGREEMENT shall be deemed given when mailed by certified mail, postage prepaid, or when dispatched by telex or cablegram (and followed by a written confirmation mailed by certified mail, postage prepaid, within 24 hours after such dispatch). Mail shall be addressed as follows: c/o _____ and IntelliTime Systems Corporation c/o Dennis Peters 3700 S. Susan Street, Suite 250 Santa Ana, California 92704 or to either party at such other address as it shall have notified the other pursuant to this SUBSECTION 15.2.

17.3 This AGREEMENT constitutes the entire agreement between Vendor and Customer with respect to Vendor's development, installation, and maintenance of the System for Customer, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Your Request for Proposal and our response thereto are incorporated herein by reference. In the event of conflict among those documents, the order of priority shall be (a) this Agreement; (b) your RFP; and (3) our Proposal. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

17.4 This AGREEMENT shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma.

17.5 In the event of any dispute the parties submit to the personal jurisdiction and venue of the courts located in the Cleveland County, Oklahoma.

17.6 This AGREEMENT and all matters arising out of or relating to this AGREEMENT, will be governed by, and construed and enforced in accordance with the internal laws of the State of Oklahoma without regard to its conflicts of laws rules. Any action at law, suit in equity or other judicial proceeding arising out of this AGREEMENT must be instituted and maintained only in a court of competent jurisdiction located in Cleveland County, Oklahoma.

17.7 In performing their respective duties under this AGREEMENT, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither of the parties will hold itself out in any manner that would be contrary to the provisions of this Section.

17.8 Vendor Personnel will work exclusively for Vendor and will not, for any purpose, be considered employees or agents of Customer.

17.9 All amendments or modifications of this AGREEMENT will be binding upon the parties despite any lack of consideration so long as the same will be in writing and executed by each of the parties hereto. It is expressly understood that no usage of trade or other regular practice or method of dealing between the parties hereto will be used to modify, interpret, supplement or alter in any manner the express terms of this AGREEMENT or any part hereof.

17.10 No waiver of any provision of this AGREEMENT or any rights or obligations of either party hereunder will be effective, except pursuant to a written instrument signed by the party waiving compliance, and any such waiver will be effective only in the specific instance and for the specific purpose stated in such writing.

17.11 In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of this AGREEMENT (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the AGREEMENT will remain in full force and effect.

17.12 This AGREEMENT has been negotiated by the parties and their respective counsel. This AGREEMENT will be fairly interpreted in accordance with its terms and without any strict construction against either party. Any ambiguity will not be interpreted against the drafting party.

17.13 This AGREEMENT may be executed in separate counterparts and shall become effective when the separate counterparts have been exchanged between the parties.

17.14. Each party acknowledges that the other party's employees are critical to the servicing of its customers. Each party agrees not to employ or otherwise engage the other party's employees for a period of two (2) years following any employee's last involvement in the performance of this AGREEMENT without the other party's written consent. Should a party violate this provision, the hiring party will pay the other party an amount equal to fifty percent (50%) of the former employee's new annual salary provided by the hiring party. Such payment shell be made within 30 days of the hiring and the amount shall be verified by the hiring party at the conclusion of one year's employment. Such payment shall be the other party's sole remedy with respect to the hiring party. However, such payment does not restrict the other party's rights or remedies as they relate to such former employee.

17.15 Unless and until otherwise designated in writing by Vendor or Customer, as the case may be, the project leader for Vendor is _____. The project leader for Customer is _____. All discussion involving the development of the System will be conducted by these persons, or their designees, and any agreement regarding the Customer Facilities and System Specifications and any changes thereto will be documented in writing with these two people, or their designees, as joint signatories. The project leader for Customer shall have decision making authority with respect to all aspects of this AGREEMENT and shall specifically be authorized to, among other things, grant Final Acceptance of the System and negotiate changes to the project schedule.

17.16 All payments to Vendor under this AGREEMENT shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, set-offs or deductions of any nature. In the event that, by prevailing laws of the territory in which Customer operates, any withholding or other tax may become necessary, Customer shall pay on its own account such taxes directly to the tax authorities of the territory.

SECTION 18 – EXHIBIT LIST

EXHIBIT A – CUSTOMER PROVIDED EQUIPMENT

EXHIBIT B – CUSTOMER FACILITIES

EXHIBIT C – PROJECT PAYMENT SCHEDULE

EXHIBIT D – INTELLITIME SYSTEM DELIVERABLES

EXHIBIT E – SYSTEM SPECIFICATIONS

EXHIBIT F – THIRD PARTY LICENSES

EXHIBIT G – PROJECT PLAN AND DELIVERY SCHEDULE
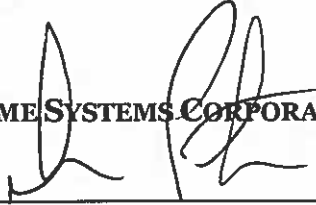
EXHIBIT H – ANNUAL SUPPORT AND MAINTENANCE AGREEMENTS

EXHIBIT I – CERTIFICATES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized corporate officers as of the day and year first above written.

INTELLITIME SYSTEMS CORPORATION		**CITY OF NORMAN**	
By:	_____ Signature	By:	_____ Signature
Name:	Dennis Peters	Name:	Lynne Miller
Title:	President	Title:	Mayor
Date:	_____	Date:	_____

Attest: _____
City Clerk

EXHIBIT A – CUSTOMER PROVIDED EQUIPMENT

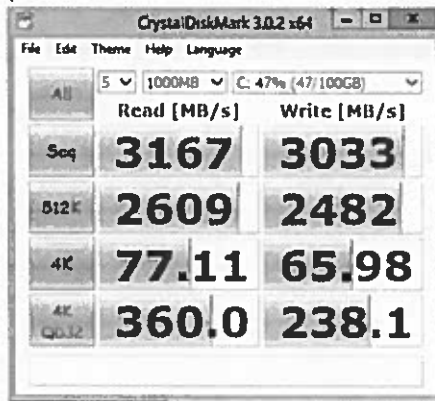Recommended Configuration for File Server Hardware Provided by Customer

A dedicated hardware environment for the VTI system is highly recommend. Please contact IntelliTime Support if you wish to learn more about our IntelliTime VTI hosting solutions. Otherwise, the hardware and server specifications information provided in this document should be utilized when provisioning an IntelliTime Virtual Timecard Interface (VTI) environment.

1. **Server Hardware Specifications**

   [IIS Web Server]
   - 8 vCPU at 2.5 GHz
     - Add one additional core per every 2000 users above 5000
   - 8 GB RAM
     - Add 1 GB RAM per additional vCPU.
   - 8GB Virtual Memory Page file.
   - **Do not overcommit CPU**
   - Local SSD storage in RAID 5 configuration WITH >= 1GB Cache Physical RAID Controller
     - C: Drive: At least 100 GB of disk space for OS and programs
     - D: Drive: At least 150 GB of available disk space for data

     Expected IO Benchmark using Crystal Disk Mark 3.0.2
     (Get this benchmark tool from our support team)

   - Non-local storage for backups that is visible to SQL Server for backups.
   - Dual Power Supplies;
   - Gigabit Ethernet Card (multi-homed if available)
   - Reliable backup and UPS

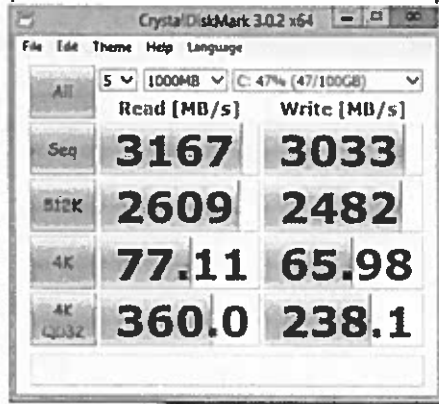   **[SQL Database Server]**
   - **For High Availability use SQL 2016 Enterprise Edition Always On**
   - 8 vCPU at 2.5 GHz
     - Add 2 additional vCPU per every 2000 users above 5000.
       - If using Dynamic schedule add 1 additional cpu each 800 users
   - At least 8 GB RAM

- o   Add 2 GB RAM per additional vCPU
- **Do not overcommit CPU**
- For High Availability when using local storage use SQL Always On with SQL Server Enterprise edition.
- Local SSD storage in RAID 10 configuration
    - o   C: Drive: At least 100 GB of disk space for OS and programs
    - o   D: Drive: At least 150 GB of available disk space for data

Expected IO Benchmark using Crystal Disk Mark 3.0.2
(Get this benchmark tool from our support team)

	Read [MB/s]	Write [MB/s]
Seq	3167	3033
512K	2609	2482
4K	77.11	65.98
4K QD32	360.0	238.1

- Non-local storage for backups that is visible to SQL Server for backups.
- Dual Power Supplies;
- Gigabit Ethernet Card (multi-homed if available)
- Reliable backup and UPS

[IVR Server]
- CPU 2 GHz
- 4GB RAM
- 100GB available disk space
- Dual Power Supplies;
- Gigabit Ethernet Card (multi-homed if available)
- Reliable backup and UPS

2. **Virtual Environments**

[VTI Virtual Machine]
- Specifications apply to both **Web** and **SQL** virtual machines
    - o   VM should be Thick provisioned
    - o   VM storage should be Thick provisioned

- - VM processors must be dedicated to the VM
  - VM memory must be dedicated to the VM
- Specifications apply to an IVR virtual machine
  - *VMWare Supported*
    - VmWare ESXi 5.x must be used for the virtual environment.
    - Host machine must have a basic physical sound card in order to enable MS Text-To-Speech in Windows.
    - SIP is also required for HMP.

3. **IVR, Web and Database Server Software**

[Microsoft Windows Server]
- Microsoft Windows Server 64 Bit - 2012, 2012 R2, 2016

[Internet Information Services]
- Internet Information Server 7 to 10

[Microsoft SQL Server [*Minimum – Standard; Recommended – Enterprise or BI*]
- **For High Availability use SQL 2016 Enterprise Edition Always On**
- SQL Server 2012, R2
- SQL Server 2014, R2
- SQL Server 2016

[IVR]
- A Dialogic HMP Driver (VoIP) license, per line, is required
- VoiceGuide application MUST be installed on c: drive with its default location (C:\Program Files (x86)\VoiceGuide\....)

4. **Remote Access and Administrative Account**

IntelliTime Systems Corporation will use VPN and/or Remote Desktop with customer permission to access only the server console of the machine listed in #1 and #2 above for installation and troubleshooting and installing patches and fixes as needed. Access to FTP or another method for transferring files to and from the servers is required. A user account with administrative privileges on the web and database server is required for the remote logon.

5. **Integrated Security Account**

A user account is used for the application security between the IIS, IVR, Time clocks and SQL Server. Our preference is the user account to be named 'VTIUser'. The 'VTIUser' account should never expire or need to change its password and only needs User privileges.

6. Administrative Tasks

We will prepare a separate Standard Operating Procedure document specifying these details, including OS and DB updates. The only ongoing administrator tasks for the customer personnel are:

1. Nightly backups of the server
2. Daily verification of adequate available disk space
3. Verifying server connectivity to the network.

EXHIBIT B – CUSTOMER FACILITIES

The software is to be installed on equipment located at:

EXHIBIT C – PROJECT PAYMENT SCHEDULE

Project Payment Schedule – should include delivery dates, milestone payment dates and amounts, training provisions and terms of maintenance and service agreement.

Project Payment Schedule	Percentage to Pay
Contract Signing	0%
Project Start "Kick-Off"	25%
Acceptance of a binding project plan and schedule	10%
Installation of software on server environments	20%
Completion of End User Training	15%
First successful functional test of converted data (2 successful pay period parallel with Police and Fire)	20%
Final Acceptance (2 successful pay periods parallel for Non-Union and AFSCME)	10%
Total	100%

EXHIBIT D – INTELLITIME SYSTEM DELIVERABLES
See Attached

Exhibit D - IntelliTime 5.0 Pricing Model for City of Norman, OK - Customer-Hosted Option

Pricing Valid for 180 Days from 2/13/2017

Quoted Pricing

*All license fees for customer-hosted installations are one time, perpetual licenses.

Part Number	Number of Units	Product	Per Unit Pricing (If Applicable)	Services	Software Licenses	Hardware	Annual Support
2141	1	IntelliTime SQL Server 2014 Database - Enterprise License incl. FTP, Import Data, Payroll Editing Reports Electronic Signatures, Audit Trail, Rule Engine			$4,000		$2,500
	1	Interface to Tyler Munis Import Employee, HR and Leave Accrual Information each Pay Period Import Account Codes from Financial System	$6,500		$6,500		$1,300
9200	1	GED (Get External Data) Interface - Import Work Orders Import Work Orders/Service Requests, Equipment and Materials from Cityworks Export completed work order charges to Cityworks (from Mobile Crew Sheet Application)	$9,995 Per Interface		$9,995		$1,999
9500	1	IntelliTime Active Directory Integration - Single Sign On Can use network sign in to log in to Scheduling and Timekeeping	$4,500		$4,500		$1,295
3195	1059	VTI User Licenses Per User - Includes (2) Bi-Weekly Timecards, Leave Request, Swap Request, Prior Period Adjustment Forms, Support for Time Clocks	$45 Per User		$47,655		$9,531
SMART-P	1059	IntelliTime SmartPunch Mobile Punch App Per User - Allows employees to punch in and out, change Pay Codes from Android and Apple smartphones	Included with VTI User License				
CREW-APP	1059	IntelliTime Mobile Crew Sheet App Per User - Allows work crews to track labor, equipment and materials by work order from a mobile tablet	Included with VTI User License				
5013	320	Professional Support Hour Budget - 180 Day Timekeeping Implementation Project Per Hour - Custom Test Plan, Pay Rules, Pay Codes, OT, FMLA, ACA, Leave Accrual Rules, Employee Schedules, Test Systems Interface to Sungard and Chosen Replacement ERP System	$155 Per Hour	$49,600			
5014	95	Project Management Hour Budget - 180 Day Timekeeping Implementation Project Per Hour - project management during implementation of chosen solution(s)	$170 Per Hour	$16,150			
6200	408	VTI Dynamic Staff Scheduling Module Per User - 24 x 7 Shift Scheduling and Hiring Advanced Scheduling for Police and Fire	$70 Per User		$28,560		$5,712
5013	72	Professional Support Hour Budget - Scheduling - 180 Day Implementation Project Define Shift Templates, Jobs, Skills, Hiring Lists Shift Statuses - Link to Timecard	$155 Per Hour	$11,160			
5014	48	Project Management - Scheduling - 180 Day Implementation Project Per Hour - project management during implementation of chosen solution(s)	$170 Per Hour	$8,160			

Part Number	Number of Units	Product	Per Unit Pricing (If Applicable)	Services	Software Licenses	Hardware	Annual Support
G2-PROX	11	IntelliTime G-2 Time Clock with 320 x 240 Backlit Display - Proximity Reader *Per Clock - Allows employees to punch in and out, change Jobs, Departments, Request Leave and Sign Timecard*	$1,750 *Per Clock*			$19,250	$2,585
8000	11	IntelliTime Time Clock Interface Application - Per Time Clock *Per Clock - Software interface between clock and IntelliTime timekeeping system*	$495 *Per Clock*			$5,445	$1,089
6230	10	IntelliTime Training **Days On Site Instructor Led Training** *Up to Four Classes per day can be scheduled to train Users and Supervisors* **VTI Supervisor Class - Classroom Training, 10-12 Attendees** *One hour and forty five minute hands on class w/ handouts* **VTI User Class - Auditorium Demonstration, 100 Attendees** *One hour and forty five minute instructional demo w/ handouts*	$1,500 *Per Day*	$15,000			
6210	1	**VTI Schedule Administrator Class (Schedulers, Schedule Admins, Supervisors)** *Per day, on-site at user Agency, including on-site support during roll out to five operation.*	$1,500 *Per Day*	$1,500			
6210	1	**VTI Time and Attendance Administrator Class (Payroll Clerks, Payroll Supervisors)** *Four half day, on-site at user Agency, including on-site support during Agency roll out to five operation.*	$5,000 *Per Four half-day class block*	$5,000			
6220	1	**VTI Report Training Class** *Per day, on-site at user Agency, including on-site support during roll out to five operation.*	$1,500 *Per Day*	$1,500			
TRAVEL-1	30	**Travel Expenses - Per Diem** *Per Day - Travel expenses of IntelliTime staff during solution implementation*	$240 *Per Day*	$7,200			
TRAVEL-2	15	**Travel Expenses - Per Trip** *Per Trip - Travel expenses of IntelliTime staff during solution implementation*	$600 *Per Trip*	$9,000			
	1	**Software Escrow**					$1,000
		System Totals		$124,270	$101,210	$24,695	$27,011

Software Licensing $101,210
Services $124,270
Annual Support $27,011
Time Clock and IVR Hardware Purchase $24,695

$277,186

Payment Schedule
25% Contract Signing and
Installation of Base Licenses $69,297

10% Project Planning, Initial Knowledge Transfer
and Process Analysis/System Design $27,719

11/2/2017

20% System Build (Including Conversion/Configuration/Enhancements)		$55,437
20% Training - Completion of Administrator/Scheduler Training		$55,437
15% Testing - Two Pay Period Parallel Test Complete		$41,578
10% Final Acceptance - Two Pay Periods Live		$27,719
100% Year 1 Cost		**$277,186**
	Year 2 Cost	$27,011
	Year 3 Cost	$27,011
	Year 4 Cost	$27,011
	Year 5 Cost	$27,011
	Five Year Total:	**$385,230**

Other Optional Items

Part Number	Number of Units	Product	Per Unit Pricing (If Applicable)	Services	Software Licenses	Hardware	Annual Support
G2-BIO	1	IntelliTime G-2 Time Clock with 320 x 240 Backlit Display - Biometric Reader _Per Clock - Allows employees to punch in and out, change Jobs, Departments, Request Leave and Sign Timecard_	$2,295 _Per Clock_			$2,295	$250
G2-MAG	1	IntelliTime G-2 Time Clock with 320 x 240 Backlit Display - Bar Code/Mag Stripe Reader _Per Clock - Allows employees to punch in and out, change Jobs, Departments, Request Leave and Sign Timecard_	$1,300 _Per Clock_			$1,300	$235
G2-UPS	1	IntelliTime G-2 UPS Battery Backup Option _Per Clock - Provides power for continued operations in event of loss of main power_	$150 _Per Clock_			$150	$30
6013	1	IntelliTime Performance Analytics Module _Agencies can route service requests to departments for remediation and track/report on key performance indicators_			$9,995		$1,995
5013	1	Professional Support Hour Budget - Performance Analytics Implementation _Per Hour - Configure 311 Service Request workflows, KPIs, SLAs, and other desired reports_	$155 _Per Hour_	$155			
5014	1	Project Management - Performance Analytics Implementation _Per Hour - Project management during implementation of chosen solution(s)_	$170 _Per Hour_	$170			
6013	1	Custom Reports (medium complexity)	$1,000	$1,000			
5210	1	IntelliTime IVR Interface Schedule Hiring Telephone Timekeeping 4 ports			$9,995		$1,800
5210	1	IntelliTime IVR Interface Schedule Hiring Telephone Timekeeping 24 ports	$24,995		$24,995		$4,500

11/2/2017

EXHIBIT E – SYSTEM SPECIFICATIONS

List Specifications

1. The IntelliTime Systems Corporation RFP Response - Proposal to the Customer dated _____.

2. All IntelliTime Systems Corporation software documentation for version 5.0 including:

    Timekeeping Administrator's Manual
    Dynamic Scheduling Administrator Manual
    Supervisor and Timekeeper Manual
    User Manual – Timekeeping
    User Manual – Dynamic Scheduling

EXHIBIT F – THIRD PARTY LICENSES

No third party licenses are delivered by IntelliTime Systems Corporation or are required for this configuration.

EXHIBIT G – PROJECT PLAN & DELIVERY SCHEDULE

This is expected to be a project plan identifying start date, milestones, Go-Live, etc clearly identifying length of time and key milestones as mentioned.

EXHIBIT H – ANNUAL SUPPORT AND MAINTENANCE AGREEMENTS

Software License and Annual Support Agreement

SOFTWARE LICENSE AGREEMENT made this _____ day of _____, by and between Intellitime Systems Corporation, incorporated under the laws of the State of California, USA ("Licensor") and the _City of Norman_, formed under the laws of the State of _Oklahoma_ "Licensee").

Licensee desires to license certain software programs owned by Licensor for Licensee's own internal use, and Licensor is willing to grant Licensee such a license, subject to the terms and conditions of this Agreement.

In consideration of the license fees to be paid hereunder and for other good and valuable consideration, the parties agree as follows:

1. GRANT OF LICENSE . Licensor grants to Licensee and Licensee accepts, on the terms and conditions set forth herein, a nontransferable, nonexclusive right to use the software programs identified on the attached Schedule 1 ("Programs") and the accompanying end user documentation (the "Documentation"; the Programs and the Documentation are collectively referred to herein as the "Software"). Each copy of a Program licensed under this Agreement may only be installed and used on one server at a time, and the Program may only be accessed at any one time by the number of users for which Licensee has paid a license fee. Additional Software may be added to this Software License Agreement through additional Schedules approved by both Licensor and Licensee.

2. DELIVERY AND PAYMENT . Licensor shall supply the number of copies of each of the Software listed on the attached Schedule 1 and Licensor will invoice Licensee for the License Fees indicated on the attached Schedule 1. License Fees are exclusive of shipping charges and any federal, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the License Fees, or on Licensee's use or possession of the Software, all of which shall be paid by Licensee without deduction from the License Fees. Licensee agrees to pay any invoice in full within 10 days of receipt by wire transfer to Licensor's bank pursuant to the wiring instructions set forth on Schedule 1. All prices and payments are in U.S. dollars unless otherwise indicated.

3. USE OF THE SOFTWARE .

3.1. Restrictions on Use . The license granted by Licensor to Licensee to use the Software is subject to the following restrictions:

3.1.1 The Software may be used only by Licensee for its internal business purposes and only for the direct benefit of Licensee.

3.1.2 The Software may be used at any point in time only by the number of persons for whom a license fee has been paid, as specified on Schedule 1; all such use may only be by those persons using the Software for the benefit of Licensee in the course and scope of their employment. Licensee shall be provided with a security code to permit use of the Software by the number of users for whom a license fee has been paid.

3.1.3 Licensee shall use the Software only in its original form, and shall not modify, reverse compile, reverse engineer, disassemble, or translate the Software, except to the extent necessary to permit interoperability between the Software and other software programs, nor shall Licensee create any derivative works or otherwise use the Software except as specifically permitted in this Agreement.

3.1.4 Licensee shall not rent, lease, sublicense, allow access to, or transfer the Software to any other party, by operation of law or otherwise.

3.1.5 Licensee will not export or re-export the Software without first having obtained the appropriate United States or foreign government export licenses; provided, however, that in no event may Licensee export the Software to any country to which export is prohibited by the United States, or to any country which is not a member of either the Universal Copyright Convention or the Berne Convention (a "Member Country"); provided, that any export to a Member Country is only permitted if such Member Country recognizes copyright protection for software.

3.2. Security Devices . Upon delivery of the Software, Licensor will provide to Licensee one or more authorization codes, which codes will allow the Software to be activated and to allow as many users as for which Licensee has purchased licenses to use the Software. Upon payment of additional license fees, Licensee shall be provided with one or more additional authorization codes that will allow for additional users. Licensee will not attempt to defeat, modify, copy, work around or duplicate any security devices protecting the Software.

3.3. Proprietary Rights . The Software is copyrighted material under the laws of the United States and international treaty provisions. Notwithstanding the copyright, the Software contains trade secrets and confidential information of Licensor. Licensee may make a reasonable number of copies in machine-readable form of the Program which is part of the Software, provided that the copies are used only for back-up or archival purposes and that all copies contain the original copyright notice and all proprietary legends. In addition, Licensee may make the same number of copies of the Documentation as the number of concurrent users for which Licensee has paid a license fee; provided that all copies of the Documentation contain the original copyright notice and all proprietary legends. No other copies may be made of the Software, the Documentation or any part thereof, except as specifically permitted herein.

3.4. Protection of Software . Licensee acknowledges that Licensor represents that the Software and all copies of it, regardless of the form or media in which the original or copies may exist, are the sole and exclusive property of Licensor. Licensee further acknowledges that Licensor represents that the Software, including the source and object codes, logic and structure, constitute valuable trade secrets of Licensor. Licensee agrees to secure and protect the Software consistent with the maintenance of Licensor's rights in the Software, as set forth in this Agreement. Except as expressly permitted herein, Licensee agrees not to disclose or otherwise make available any part of the Software to any third party on any basis. By accepting this License, Licensee does not become the owner of the Software; Licensor retains all right, title and interest in and to the Software. This section shall survive any termination of this Agreement.

4. TERM OF AGREEMENT.

4.1. <u>Term and Termination</u>. This Agreement is effective from the date on which Licensor accepts it after execution by Licensee, and shall remain in effect until terminated. Licensee may terminate this Agreement: (a) at any time upon written notice to Licensor or (b) thirty (30) days after written notice to Licensor in the event that Licensor breaches any provision of this Agreement and has not cured such breach within the thirty (30) day period. Licensor may terminate this Agreement: (a) at any time upon written notice to Licensee in the event of any breach of Section 3 hereof or (b) thirty (30) days after written notice to Licensee in the event that Licensee breaches any provision of this Agreement other than Section 3 hereof and has not cured such breach within the thirty (30) day period.

4.2. <u>Actions to be Taken Upon Termination</u>. Upon termination Licensee shall immediately discontinue use of and return all complete or partial copies of Software, in whatever form or media, and shall delete the Software from its computer libraries.

4.3. <u>Effect of Termination</u>. Termination of this Agreement shall not bar Licensor from seeking any other remedy it may have available against Licensee for breach of the Agreement. Licensee shall hold Licensor harmless for any loss or other consequences of a termination of the License under this Article 4.

5. WARRANTY.

5.1. <u>Limited Warranty</u>. Licensor warrants that the Programs licensed to Licensee hereunder, if properly installed and used, shall materially conform to the specifications set forth in the accompanying Documentation for a period of three (3) months from the date of shipment of the Software to Licensee (hereinafter the "Warranty Period"). Licensee shall promptly notify Licensor in writing upon the discovery of any non-conformance. Licensor shall correct any such non-conformance of which it has been properly notified within the Warranty Period, through the means it determines to be most appropriate, whether by telephone instructions, the issuance of updating documentation, corrective code, or other methods. Any replacement of Software shall be effected only after the return of the non-conforming Software to Licensor.

5.2. Notwithstanding the warranty provisions above, Licensor shall have no warranty obligations with respect to any part or parts of the Software which have been damaged in transit or by improper installation or operation, or by misuse, abuse or negligent use or repair or alteration or improper storage or which have been damaged by use which does not conform to the specific or general instructions of Licensor or to the provisions of the Documentation, or if Licensee or any third party has modified or attempted to modify the Software or if the damage has occurred due to causes external to the Software, or if the Software has been subjected to an extreme power surge or electromagnetic field, whether or not through the fault of Licensee, or if Licensee has refused to implement software changes recommended by Licensor.

5.3. THE WARRANTY SET FORTH ABOVE SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER LIABILITIES, OBLIGATIONS, CONDITIONS AND/OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING BUT NOT LIMITED TO ANY IMPLIED AND/OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY,

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6.1 Patent and Copyright Infringement - To the extent of any limited liability expressed in the contract, IntelliTime Systems Corporation agrees to indemnify, defend, and hold harmless, not excluding the Licensee' right to participate, the Licensee from any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees and expenses, arising out of any claims of infringement by the contractor of any United States Patent or trade secret, or any copyright, trademark, service mark, trade name, or similar proprietary rights conferred by common law or by any law of the United States or any state said to have occurred because of systems provided or work performed by IntelliTime Systems Corporation, and, IntelliTime System Corporation shall do what is necessary to render the subject matter non-infringing in order that the Licensee may continue its use without interruption or otherwise reimburse all consideration paid by the Licensee to IntelliTime Systems Corporation.

7. SUPPORT AND MAINTENANCE TERMS AND CONDITIONS.

7.1. Provision of Support and Maintenance . Licensee may elect to purchase support and maintenance for the Software as described in this Section 7 by paying Licensor the applicable Maintenance Fees described in herein. .

7.2. Term of Maintenance . Licensor agrees to provide Maintenance (as defined herein) to Licensee pursuant to the terms and conditions set forth herein provided that Licensee pays the Maintenance Fee for each Software product for which Maintenance is desired as further described in Section 7.6 below. The remaining portion of the calendar year after the effective date of this Agreement is the first

"Maintenance Period" hereunder; each one-year period thereafter beginning on January 1 during the term of this Agreement for which Licensee has paid the applicable Maintenance Fee is a subsequent "Maintenance Period."

7.3. Maintenance Services . In exchange for the Maintenance Fee, Licensor agrees to provide to Licensee during the term of this Agreement support and maintenance (collectively "Maintenance") as follows:

7.3.1. Support - - Licensor will provide telephone support to Licensee for current versions of the Software between the hours of 8:30 a.m. and 8:30 p.m., EST, Monday through Friday, excluding holidays. Licensor will investigate all questions and problems of Licensee promptly. Licensee agrees to provide adequate information to Licensor to assist in the investigation and to confirm that any problems have been resolved.

7.3.2. Maintenance -- Licensor will supply to Licensee, at no additional charge, any improvements, upgrades, or modifications to the Software that Licensor makes generally available. Any such improvements, upgrades, or modifications shall become part of the Software for all purposes of this Agreement.

The professional service hours required to install the software and/or new features provided under this section is included in the annual support maintenance and support fee. Licensee agrees to install and test up to two upgrades per year on customer's server.

Major upgrades such as to new server hardware, significant changes to the Financial or Payroll software interfaces and substantial reconfigurations of rules are not covered under the annual support agreement. These services will be quoted and billed at our then current rates. No billable work will be started without the Licensee's written consent in advance.

7.3.2 Licensee acknowledges and agrees that the Maintenance to be provided by Licensor hereunder is limited to the most current version of the Software and the immediately preceding version.

7.4. Training . Licensee may purchase training from Licensor at Licensor's then current fees for training. The date and time of the training shall be scheduled by Licensor. All travel, living, and other out-of-pocket expenses incurred by Licensee's employees will be paid by Licensee.

7.5. Exclusions . Licensor's obligation to provide Maintenance is contingent upon proper use of the Software. Moreover, Licensor shall be under no obligation to provide Maintenance should such services be required due to (a) damage occurring in transit; (b) improper installation or operation by Licensee; (c) misuse, abuse or negligent use, repair, alteration or improper storage or any use which does not conform to the specific or general instructions of Licensor or to the provisions of the Documentation; (d) any modification or attempted modification of the Software by Licensee or any third party; (e) causes external to the Software or if the Software has been subjected to an extreme power surge or electromagnetic field, whether or not through the fault of Licensee; or (f) Licensee's failure or refusal to implement software changes recommended by Licensor.

7.6. <u>Consideration</u> . In payment of the services to be provided by Licensor hereunder, Licensee shall pay Licensor on an annual basis 20% of the then current license fee for each Software program listed on Schedule 1 of this Agreement or such of those Software programs for which Licensee wishes to continue Maintenance ("Maintenance Fee"). Licensor shall invoice Licensee for Maintenance Fees annually, unless either party terminates Maintenance for a subsequent Maintenance Period as provided herein. In addition, Maintenance shall be discontinued for any Maintenance Period for which Licensee fails to pay Licensor's invoice within ten (10) days after the date of the invoice. All payments to Licensor under this Agreement shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, set-offs or deductions of any nature. In the event that, by prevailing laws of the territory in which Licensee operates, any withholding or other tax may become necessary, Licensee shall pay on its own account such taxes directly to the tax authorities of the territory.

7.7. <u>Termination</u> . In addition to the rights of Licensor to terminate Maintenance for Licensee's failure to pay Maintenance Fees when due, either party may terminate Maintenance hereunder by so notifying the other party at least thirty (30) days prior to the start of any Maintenance Period. Licensor may terminate the Maintenance for any Software provided it notifies Licensee of such termination at least ninety (90) days prior to such termination and it refunds to Licensee a pro-rated portion of the prepaid Maintenance Fee for such Software. Licensor may terminate Maintenance without notice or refund if this Agreement is terminated. Termination of Maintenance hereunder shall not in and of itself terminate this Agreement.

8. MISCELLANEOUS PROVISIONS .

8.1. <u>Assignment</u> . Neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferrable by Licensee, and any purported assignment or transfer shall be null and void.

8.2. <u>Severability</u> . If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY OR LIMITED WARRANTY IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

8.3 <u>Breach</u> . No consent by either party to, or waiver of, a breach of this Agreement by the other party, whether express or implied, shall constitute a consent to, waiver of, or excuse for any other different, continuing, or subsequent breach.

8.4 <u>Entire Agreement</u> . This Agreement and the Schedules and attachments hereto constitute the entire agreement between the parties concerning the Software and supersede all prior agreements, whether written or verbal, between the parties. No purchase order, other ordering document or any other document which purports to modify or supplement this Agreement or any Schedule or attachment hereto shall add to or vary the terms and conditions of this Agreement unless executed by both Licensor and Licensee. No amendment shall be considered to have been made to this Agreement unless it is in writing and is executed by both of the parties.

8.5 <u>Governing Law</u>. The parties agree that this Agreement shall be governed and construed by the laws of the State of Oklahoma, USA. Licensee hereby submits to the jurisdiction and venue of the courts of Cleveland County, Oklahoma, USA.

EXHIBIT I – CERTIFICATES

SECTION 19 - CITY OF NORMAN STANDARD FORMS

<u>See attached</u>