

CONTRACT K-1718-80

VERMONT SYSTEMS, INC.

**SOFTWARE LICENSE,
MAINTENANCE,**

AND SUPPORT

AGREEMENT

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Software License, Maintenance and Support Agreement

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT ("Agreement"), is made and entered into on _____, by and between Vermont Systems, Inc., a Vermont corporation (hereinafter "VSI", and **City of Norman** (hereinafter "Customer"), collectively referred to herein as the "Parties" or singularly "Party".

In consideration of the mutual covenants and obligations expressed herein, the Parties agree to the following:

Article 1 – Software License

- 1.1 VSI hereby grants the Customer and the Customer thereby accepts a perpetual, non-transferable, and non-exclusive right to use the Licensed Software and Related Materials, as described in the attached Exhibit B price quote. The Licensed Software includes Related Materials, such as online User Reference Manuals, Sample Reports, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Training Database with Tutorials.
- 1.2 VSI uses the Progress OpenEdge V11 Development software to develop its' applications and deploys using the OpenEdge Workgroup or Enterprise RDBMS (embedded database) with RDBMS support for 4GL, SQL, ODBC, JDBC, and Enterprise Cluster Manager Integration, and OpenEdge Application Server, Basic and Enterprise Editions with Replication. Therefore, Progress software with RDBMS is required to operate the application software by platform type, and pricing is included in the attached Exhibit B. The client uses a standard HTML and Java Script browser interface
- 1.3 The license granted herein authorizes the Customer to install the Licensed Software on the designated computer platform using one copy of the programs to support live processing, training, and disaster recovery databases without incurring additional license charges. Further, the Customer can make copies of the Licensed Software for safe keeping purposes.
- 1.4 At any time, the Customer can add software and user licenses under the terms of this Agreement by paying the additional license and maintenance fees. The total number of authorized user workstations permitted to use the Licensed Software is limited to the number listed in Exhibit B pricing.

Article 2 – Annual Software Maintenance and Support Services

- 2.1 VSI shall provide the Customer with Software Maintenance and Software Support services for the Licensed Software in accordance with VSI standard Sales and Support Policies, as described in Exhibit A. The extent of support services being provided to the Customer are specifically listed in Exhibit B pricing.
- 2.2 The Annual Software Maintenance support shall include distribution of product update releases that include software repairs and enhancements subsequent to the initial purchase. Biennial software updates with database conversions will also be provided in accordance with VSI standard Sales and Support Policies, as described in Exhibit A, while periodic program only updates are available at any time on the VSI web site. If VSI is providing full hosting services, VSI will provide software installation and upgrade services and coordinate both with each Customer.

- 2.3 The Software Maintenance and Support fee will be billed annually, and it becomes effective on the first day of your **October 1st** fiscal year for one year. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year.
- 2.4 The required Software Maintenance and Support Agreement will automatically renew annually, unless the Customer notifies VSI in writing prior to the end of the fiscal year that the Customer is terminating VSI Maintenance Support. VSI reserves the right to increase the annual maintenance fees up to 3% annually, although VSI has rarely increased these fees in the past. Customers can contact VSI in advance to obtain a firm quote for the next fiscal year.
- 2.5 The Customer is licensed to use the VSI software indefinitely, even if it terminates annual maintenance support. The Customer is the sole owner of its' data, whether Customer hosted or VSI hosted. If VSI hosted and the Customer terminates use of the VSI software, VSI agrees provide a copy of the database to the Customer in readable format.

Article 3 – Software Training and Installation Services

- 3.1 Training is offered at the Customer site, at VSI (12 Market Place, Essex Junction, Vermont), and remotely based on a quoted daily or hourly rate, as described in the Exhibit A, VSI standard Sales and Support Policies.
- 3.2 Any training services and estimated charges for each Customer, including the number of training days, and travel, lodging, meals, and other expenses, are itemized in Exhibit B. All training dates must be mutually agreed upon by VSI and the Customer. The Customer can request a change of training dates and number of training days. However, if a change is made by the Customer less than two (2) weeks, after travel arrangements have been completed, the Customer will be responsible for any additional costs incurred as a result of the changes.
- 3.3 If VSI is providing other Installation Services, such as hardware and network operating system installation and setup services, they will be listed in Exhibit B pricing, as well.
- 3.4 The Customer is responsible for reimbursing VSI for all reasonable expenses, such as travel, lodging, meals, and other expenses necessary to complete the training, as requested by the Customer. VSI quotes per diem for meals based on GSA rates, unless the Customer requests actual receipts. While the other estimated out-of-pocket expenses are also listed in Exhibit B, only the actual expenses will be billed to the Customer, unless the Customer requires a fixed price in advance. The Customer does require the cost for training and travel not to exceed the total amounts listed in Exhibit B.
- 3.5 VSI will honor training and other services quotes through the duration of the project.
- 3.6 Customer will have the right to interview and review resumes for Key Personnel, as defined by the Statement of Work, assigned to the your project prior to each resource beginning work on your project. Customer will submit any requests to interview Key Personnel in enough advances, so as to not impact the performance of services by such Key Personnel.

- 3.7 Provided Customer has a reasonable basis for doing so, including unsatisfactory performance, lack of experience, and/or conflict with your staff, you **will** have the right to request that we dismiss Key Personnel from the project.
- 3.8 Other than for reasons outside of our control, we **will not** remove or transfer a person filling a Key Personnel role without your prior written approval, not to be unreasonably withheld. Replacements must have sufficient skill, training and experience to fill a Key Personnel position. We will use reasonable efforts to replace, within three (3) weeks from receipt of written notice from your, any Key Personnel that you find reasonably unacceptable due to performance issues.
- 3.9 In the event that Key Personnel assigned to the project are dismissed or replaced, Customer **will** have reasonable participation in the selection of replacement Key Personnel, including the ability to interview potential replacements.

Article 4 – VSI Hosting Services

- 4.1 Web Server Hosting Service - if the WebTrac software is being licensed, it requires a web server, either in-house or hosted, to link the Customer's transaction server with the internet. If the Customer selects the VSI web server hosting service for a minimum of one year, the fee will be included in Exhibit B and it will be billed annually in advance. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year. Web Server Hosting **does not** apply to this Agreement.
- 4.2 Full Hosting Services - if the Customer selects full VSI hosting services for a minimum of one year, whereby the VSI application software and Progress software are installed on VSI servers at either VSI's Eastern or Western data center, the monthly fee for this option will be included in Exhibit B. Full Hosting Services includes web server hosting. Since VSI **will not** be providing full hosting services for the Customer, the VSI hosting services specifications **do not** apply to this Agreement.

Article 5 – Charges and Payment

- 5.1 Customer On-Premise Hosted Software – if the Customer is installing the software on its own servers, the Licensed Software charges will be billed to the Customer following the initial training session, and will be due within 30 days. The initial Software License fee includes downloading the software and documentation from VSI's FTP web site. All major software upgrades with database changes are obtained the same way. Customers are alerted when program only updates become available, so that they can download at their convenience. Article 5.1 **does** apply to this Agreement.
- 5.2 VSI Full Hosted Software: if VSI is installing the software on VSI servers at either its' Eastern or Western data center, the Licensed Software charges will be billed to the Customer when the software applications become available for Customer use, and will be due within 30 days.

- 5.3 VSI Full Hosting Services: the first partial month for full hosting services payment will be invoiced on the first day of the month following availability for Customer use, and all subsequent monthly payments are due on the first day of each month, unless the Customer has agreed to an annual payment in advance.
- 5.4 The Customer shall pay all applicable sales, consumer use, and other taxes required by law, unless it is exempt from any or all of these taxes. If tax-exempt, the Customer must provide a tax exemption certificate.
- 5.5 VSI will invoice the Customer for training and installation services, along with travel and other expenses, immediately following the completion of each occurrence of training or other services.

Article 6 – Security of Programs

- 6.1 The Customer shall be solely responsible for the supervision and control of the licensed Customer hosted software to ensure that it is stored in a secure location for Customer use only and that no unauthorized and unlicensed third party gains access to it. VSI is responsible for the security of all VSI hosted software.
- 6.2 Under no circumstances shall the Customer be authorized to perform Reverse Engineering of the software object code, in order to illegally generate source code.

Article 7 – Warranties

- 7.1 VSI warrants that it has the right to license the Licensed Software, and that there are no pending liens, claims, or encumbrances against the software.
- 7.2 VSI warrants that the software shall conform to its published specifications in the Related Materials, including, but not limited to, the Capabilities Summary, On-Line Help, Reports Manual, User Reference Manual, and Training Tutorials. VSI warrants that the software is merchantable, in that it will properly install and operate according to the specifications herein.
- 7.3 VSI warrants to the Customer that it is solvent, not in bankruptcy proceedings or receivership, nor is it engaged in any proceedings, which would have an adverse effect on its ability to perform its obligations under this Agreement.
- 7.4 VSI warrants that there has been no violation of copyrights or patent rights in connection with the Licensed Software in this Agreement. VSI shall indemnify and save harmless the Customer from any suit or proceeding brought against the Customer by reason of any such infringement or any wrongful use. VSI will defend or settle any such claim, although the Customer shall be entitled to be independently represented by counsel of its own choice.

Article 8 – Limitation of Liability

- 8.1 Except for the warranties specified in Section 7, VSI grants no warranties, expressed or implied, including, but not limited to any implied warranties of fitness for a particular purpose. Notwithstanding anything to the contrary in this Agreement, it is expressly agreed that neither VSI nor the Customer shall

be liable to the other Party for special, incidental, indirect, or consequential damages, or for any loss or claim by either Party.

- 8.2 **Liability Insurance.** VSI provides the Customer with a Certificate of Liability Insurance with the Customer named as the Certificate Holder. The standard coverage's with limits and insurer(s) are listed in the attached Exhibit C. If a customer requires insurance coverage beyond the standard limits provided by the VSI Certificate of Insurance, then the customer can either accept the VSI standard coverage at no additional charge or pay for the additional insurance coverage at VSI cost.
- 8.3 The Parties agree that the laws of the State of Oklahoma will govern this Agreement, and that the venue for legal resolution shall be in Cleveland County, Oklahoma.

Article 9 – Dispute Resolution

- 9.1 **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 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.
- 9.2 **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 9.1, the parties shall enter into mediation in accordance with SUBSECTION 9.2. 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.
- 9.3 **Post-Mediation Alternative.** If the parties are not able to resolve the dispute through mediation in SUBSECTION 9.2, they may agree to use another form of alternative dispute resolution including arbitration. The parties shall share equally the costs of the arbitrator.
- 9.4 **Confidentiality.** All discussions and documents prepared pursuant to the attempt to resolve a dispute under ARTICLE 9 – 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.

- 9.5 Statute of Limitations. The parties agree to toll any applicable statutes of limitations during the pendency of any of the above dispute resolution proceedings.
- 9.6 Judicial Remedies. Nothing in this ARTICLE 9 – 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.

Article 10 – Force Majeure and Excusable Delays

- 10.1 Neither party shall be liable for any costs or damages attributable to nonperformance (including delays on the part of VSI 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.
- 10.2 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.
- 10.3 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.
- 10.4 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 VSI within 45 business days after the date such payment becomes due under this Agreement shall, if VSI so elects and notifies Customer in writing to that effect, postpone the date of VSI's subsequent performance or deliveries by such period of time as VSI may reasonably require in light of such delinquency.

Article 11 - Termination

- 11.1 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 ARTICLE 10 – 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.
- 11.2 In the event VSI rightfully terminates this Agreement pursuant to SUBSECTION 11.1, ITEM 2, prior to Final Acceptance, VSI shall retain all monies paid to VSI pursuant to this Agreement and shall be entitled to payment of all monies outstanding as of the date of termination.
- 11.3 In the event of any termination of this Agreement by Customer pursuant to SUBSECTION 11.1, ITEM 1, prior to the shipment of any VSI Equipment or Programs to the Customer Premises:
1. VSI will refund to Customer, within 30 days after such termination, any portion of the Purchase Price theretofore received by VSI 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 VSI without further action by either party.
- 11.4 If this Agreement is terminated in accordance with SUB-SECTION 11.1 hereof, the right and license granted to Customer pursuant to Article 1 – Software License hereof, but only as it pertains to those components of the VSI 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 Article 1 – Software License.
- 11.5 Except as provided in SUB-SECTION 11.4 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 VSI all copies of the Programs, and Customer shall certify to VSI that it has retained no copies of such Programs.

Article 12 – Risk of Loss

- 12.1 For Customer hosted installations, the risk of loss or destruction, regardless of the cause, shall be the responsibility of VSI until the Licensed Software and Related Materials have been delivered to the Customer's premises or downloaded to the Customer's servers. For VSI hosted installations, VSI will be responsible for the risk of loss or destruction.
- 12.2 For Customer hosted installations, the Customer shall be responsible for verifying that the Licensed Software and Related Materials have been received, installed on the designated computer(s), and are operational, unless the Agreement specifies that VSI will install the Licensed Software as part of the on-site training. For VSI full hosted installations, VSI will be responsible for installing the software on either its' Eastern or Western data center server.

reference. In the event of conflict among those documents, the order of priority shall be (a) this Agreement; (b) Customer's RFP; and (3) VSI's Proposal. This Agreement may only be modified by a written amendment signed by an authorized representative of each party. The Exhibit D, Project Plan, will be jointly prepared by VSI and the Customer, as the first step following the processing of the signed Agreement. When approved by both Parties, Exhibit D will become part of this Agreement.

17.2 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, then all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

Article 18 - List of Exhibits

Exhibit A – VSI Standard Sales & Support Policies

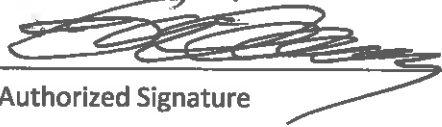
Exhibit B - Investment Summary (all modules being purchased, training & travel expenses "not to exceed" per module, total cost of annual maintenance for all modules, list of optional modules not within the total (only Park Maintenance at this time should be alternate and any hardware that was quoted as well)).

Exhibit C – VSI Standard Certificate of Liability Insurance

Exhibit D - Detailed project plan (modules with expected dates to start and deploy, training, and assignment of resources to each for VSI).

Exhibit E – Project Payment Schedule

Vermont Systems, Inc.


Authorized Signature

Giles Willey, President

Printed Name and Title

11/21/17
Date

Customer

Authorized Signature

Lynne Miller, Mayor

Printed Name and Title

Date

ATTEST:

City Clerk

Approved by the City Attorney's Office on 12-11-17


Assistant City Attorney

Article 13 – Personal Information Protection

- 13.1 Customer On-Premise Hosted Software & Database: if the Customer installs the VSI application software on its' own servers, the Customer will be responsible for the SSL (Secure Socket Layer) to protect confidentiality of patron data flow between the server and the user workstations. To protect data at rest, VSI offers the chargeable Progress TDE (Transparent Data Encryption) software option to encrypt user-selected sensitive data fields to secure them from unauthorized access.
- 13.2 VSI Hosted Software & Database: VSI will provide the SSL (Secure Socket Layer) Certificate for the hosting servers to protect the flow of data between the hosting servers and the Customer's remote users. The Progress TDE (Transparent Data Encryption) software to protect data at rest is included with VSI hosting services at no additional charge. If a breach occurs, VSI will notify the Customer immediately regarding the extent of the breach, so that the Customer can notify its' patrons that a breach of security has occurred.

Article 14 – Application Source Code

- 14.1 The Source Code for all VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 6 Joshua Way, Suite B, Essex Junction, Vermont 05452, Attn: Jason Ruwet 802-878-3346, jfr@essexvtlaw.com. The source code held in escrow is updated after each software release. If VSI defaults in providing software maintenance support due to company failure, or bankruptcy, or discontinuance of said service by VSI, it will notify the Customer and the Escrow Agent that it is in default. The Escrow Agent will then make the source code available to the Customer within thirty days of written notice for Customer support use only.

Article 15 – Independent Contractor

- 15.1 In performing the work under this Agreement, VSI acts as an Independent Contractor and is solely responsible for necessary and adequate workers' compensation insurance, as well as personal injury and property damage insurance.

Article 16 – Change Orders or Extensions

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

Article 17 – Authorization and Entire Agreement

- 17.1 Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights stated herein, and to perform the duties and obligations described herein. This Agreement and the attached Exhibits A, B, C, D, & E constitute the entire Agreement between Vermont Systems and the Customer with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer's Request for Proposal and VSI's response thereto are incorporated herein by



Sales And Support Policies Exhibit A 6/15/2017

1. Software License

The application software license is a one-time fee, which provides for the perpetual use of the software. While a deposit may not be required, the full software license fee is due for all accounts within 30 days of completion of the first training session. The Progress OpenEdge V11 Application Server software and Personal, Workgroup, or Enterprise Relational Database Management System (RDBMS imbedded database) software licenses are also required to operate the VSI application software using a browser.

2. Annual Software Maintenance and Support

The required annual maintenance support fee is prorated from the first day of the installation month to the end of the first fiscal year, and thereafter, it is due annually on the first day of each new fiscal year. This fee includes the following:

- Worldwide telephone (800 US & Canada) and web support for VSI and Progress software five (5) days/week, Monday-Friday, 8am-8pm ET, and availability of chargeable Extended Hours Pager Support Monday – Friday, 8pm–10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. Further, Pre-Arranged Standard & Non-Standard Hours Standby Telephone Support is available, as described in Section 4 below. The following are included as part of the annual maintenance fee:
- Maintenance and repair of application software malfunctions with an acknowledgement response, as described in the Call Process, Section 5 below.
- One major application software upgrade every two years, along with multiple periodic updates. Major upgrades usually require a database conversion, while other periodic updates are program only. Enhancements are based primarily on user requests, but they also include an extensive number of VSI initiated improvements, all of which are added at the discretion of VSI. The status of all VSI software releases is available on VSI's web site at www.vermontsystems.com. Further, VSI notifies all Customers regarding the status and availability of all software releases in its' quarterly newsletter. Customers must contact VSI to schedule major software upgrades, which are downloaded from VSI's FTP site by Customers that host on premise. VSI upgrades software for all VSI hosted Customers.



- One biennial database conversion by VSI via FTP or WebEx during standard VSI business hours. VSI FTP/WebEx database conversion services are only chargeable, if started and/or completed during non-standard VSI business hours (before 8am and after 5pm ET, Monday through Friday and on weekends and holidays). Please note that all non-production database conversions are billable at standard VSI support rates. VSI provides coordinated software upgrade and database conversion services for VSI hosted Customers.
- Federal and State regulatory requirement changes.
- User ID and Password login access to Customer Support and Downloads sections on VSI web site.
- Phone support to explain how to configure database, how system works, and how to prepare for implementation of certain functions, such as those listed below under Extended Dedicated Support.
- Updates to financial and other interfaces due to VSI application software modifications and not due to application software modifications by other vendors.

Any of the following costs associated with customer support are not included:

- Actual usage of Standard Hours Pager Support, 8pm-10pm ET, Mon-Fri and Sat, Sun, & Holiday 8am-5pm ET.
- Pre-Arranged Standard Standby Telephone Support, Monday-Friday, 8am-5pm ET, and Non-Standard Standby Telephone Support are chargeable at different rates per hour.
- Any associated travel and out-of-pocket expenses for installation and training services.
- Installation and configuration of product enhancements or releases, database repairs, and more than one biennial database conversion are chargeable, unless VSI is providing hosted services.
- Telephone support related to computer hardware, operating systems, networking, and reinstallation and configuration of application software is chargeable. If the hardware and software configurations are modified after VSI has completed on-site or telephone installation services, additional requested support services are chargeable.
- Telephone training, as a substitute for on-site training or classroom training at VSI, as well as for untrained operators, is chargeable. Refer to Sections 6 and 7 below and to standard VSI hourly services pricing.
- VSI application software WAN access configuration.
- Customized print programs and updates are chargeable.



- Interfaces to export or import data from or to other application software databases are chargeable.
- Extended Dedicated Support to implement or change certain functions, such as 1) Switching from Cash to Accrual Accounting; 2) Reinstall WebTrac software on server; 3) Customize Splash Page; 4) Create Web Bypass Links; 5) WebTrac Style Sheets changes; and, 6) Database Support to analyze and correct extensive out-of-balance condition.
- Hosting services are not included in the VSI application software maintenance fees.

3. Programming Enhancements

Although VSI policies provide for charging for special programming, we generally do not charge for individual enhancement requests. All approved enhancements and repairs are automatically included in all updates as part of the annual maintenance fee.

4. VSI Extended Hours Pager & Standby Telephone Support Services

Standard Extended Hours Pager Telephone Support

Monday - Friday 8pm – 10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. If extended hours support is actually provided, it is chargeable with a minimum per call or multi-call issue.

Pre-Arranged Standard and Non-Standard Hours Standby Telephone Support

Standard Standby Telephone Support, Mon-Fri, 8am-5pm ET and Non-Standard Standby Telephone Support can be pre-arranged by calling VSI at least one full business day in advance. Standard & Non-Standard Standby Support is provided at different rates per hour.

5. Support Call Process

To provide high quality support and to effectively assign resources to incoming calls, three types of call priorities are identified as follows: Priority 1 is considered Urgent or High Priority, Priority 2 is classified as Medium Priority, and Priority 3 is deemed to be Low Priority. The criteria used to establish guidelines for these priorities are as follows:



Priority 1 – High

Consists of errors that cause unrecoverable loss or corruption of data or loss of essential software functionality that prevents Customer processing, and there is no workaround. Generally, the system would be down.

Priority 2 – Medium

Consists of errors that cause loss of essential software functionality that prevents Customer processing, but has a workaround, or loss of non-essential software functionality that does not have a workaround. Generally, the system is not down, but the problem is causing staff inconvenience.

Priority 3 – Low

Consists of errors that may be causing loss of non-essential software functionality, but have a workaround. While the system is not down generally, the Customer's operational questions need to be resolved.

Response Times

VSI will respond to Priority 1-3 support calls in accordance with The Table of Service below, and all time references are clock hours or calendar days, unless otherwise specified. The Customer will use the VSI telephone number or support email address during standard VSI business hours, as described in Section 2, or the VSI pager number during standard pager support hours, as described in Section 4. The Customer can also call the pager number to request support during pre-arranged non-standard pager support hours, as described in Section 4. The Customer and VSI support person may also use cell phones for more efficient responses.

All issues or questions reported to support are tracked via a logged support call that contains at a minimum the Customer name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of the question or issue, and any other pertinent information. The support person will provide the Customer with a call number to track each call issue. Each call will be stored in a queue and the first available support representative will be assigned to the next call issue.

While reviewing the call issue, the assigned support person will contact the Customer, if additional information is needed. The VSI support person will either resolve the issue with the Customer or advise the Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a call are tracked in the support database. If the issue needs to be escalated to a development resource, the Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. The Customer



may contact the support department at its convenience for a status update on development issues.

Escalation Process

In the event that VSI is unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in the Table of Service below, VSI will initiate escalation procedures at VSI's sole expense, except if due to hardware malfunctions, utility failures, air conditioning malfunctions, non VSI software problems, communications malfunctions, environmental problems, user errors or any other cause outside VSI's reasonable control, in which case VSI may charge the Customer at the hourly rates listed in VSI services pricing. However, VSI will continue to assist the Customer to resolve the problem, even when VSI and Customer may not agree on the cause of the problem.

Table of Service Requirements.

The table below lists the service level required by the three Priority levels described above:

Service Level Required	Priority 1	Priority 2	Priority 3
	(time measured from initial call to VSI)		
Initial Response Due	1 hour	4 hours	5 days
Correction identified and a mutually agreeable correction plan will be developed within	24 hours	7 days	As mutually agreed
Escalation Stage 1 (Support Managers)	12 hours	7 days	N/A
<i>Stage 1 Status Report Intervals</i>	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 2 (Vice President of Support)	24 hours	7 days	N/A



<i>Stage 2 Status Report Intervals</i>	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 3 (President)	72 hours	10 days	N/A

6. VSI Support Services Pricing

VSI charges a daily fee for on-site training based on an 8-hour day, plus out-of-pocket travel expenses. VSI charges the same daily fee for classroom-training at VSI for the first two Customer trainees, along with a reduced rate for each additional trainee. Other services include 800 telephone training, programming, hardware, and network configuration support services. Travel time, which includes two-way travel for trips lasting less than 4 hours, is also chargeable. VSI reserves the right to modify these rates at any time. Contact VSI for a quote.

7. VSI Weekend Support Services Pricing

The daily and hourly weekend training rates are based on one and one half times the standard weekday rates. If the Customer asks a VSI Trainer to stay over a weekend, in order to save on travel costs, and no training is provided, the Customer will be charged a reduced daily fee, plus all normal travel expenses. VSI reserves the right to modify these rates at any time. Contact VSI for a quote.

8. On-Site Training Short Notice Cancellation Penalty

If scheduled on-site training is cancelled with less than 2 weeks' notice, the Customer will be responsible for any travel expense losses, as well as a penalty to partially offset VSI Trainer rescheduling costs. This penalty will be applied reasonably.

9. Training Cancelled During Scheduled Onsite Training Week

If the Customer cancels or delays training for any reason (weather, trainee sickness, etc) while the VSI Trainer is onsite, Customer must still pay VSI daily rates for training and travel expenses.



10. Telephone Support

Telephone support worldwide, during VSI standard business hours, is included in the Annual Software Maintenance and Support fee, provided that VSI has previously trained the individuals being supported. Otherwise, chargeable telephone or on-site training must be completed.

11. Documentation

All documentation is provided electronically via FTP with the application software and it includes the online User Reference Manual, Installation Planning Guide, Sample Reports, Installation Instructions, On-Line Help, and Sample Database with Tutorial. Customers can print any number of copies needed to train their staffs and manage their operations.

12. Installation Planning

After receiving your order, VSI will assist you to develop a plan, which will assign Customer and VSI responsibilities for the various elements required to successfully complete the installation and training.

13. Third Party Vendor General Ledger/Cash Receipts Interface Procedures

The VSI Trainer will configure RecTrac/GolfTrac/CYMTrac software for the appropriate vendor interface and will show the Customer how to generate the batch export file that contains the summary or detailed transactions for the day or any date range. At this point, it is the Customer's responsibility to contact the financial software vendor to arrange for assistance to import the daily batch file for automatic posting to the cash receipts or general ledger system. The VSI trainer is not responsible for importing the batch files into any third party application software or for contacting the vendor.

14. Hardware Payment & Warranty

Full payment for the hardware and systems software is due following delivery and verification of the order. The verification process must be completed, so that all payments can be made within 30 days of delivery. The VSI supplied hardware includes warranties from the manufacturers or distributors for specified periods. Please review the quotes and warranty chart provided by VSI. After the warranty period or add-on warranty period, hardware vendors also provide time and



materials maintenance support. Warranty and maintenance contract service provided on a Depot Basis can require several days to complete. Therefore, plan your purchases to include spare critical units, in order to provide your users with uninterrupted operations. Hardware returns in the original packaging are only accepted during the first 30 days following delivery.

15. VSI POS Hardware Support

To support our POS software applications, VSI offers a broad range of hardware computers and peripherals that we have evaluated, qualified, and configured to function properly with our software. This requires an extensive investment of resources including labor and the purchase of one or more of each type hardware product. Further, these hardware products are essential to support our customers and for testing each software upgrade. Most customers appreciate the availability of these qualified products, since it saves them from experiencing the same expensive process.

Our priority is to offer only high quality products with extended warranties at competitive prices, but not necessarily at the lowest prices. A qualified product that is competitively priced is much more important than the lowest price. More often than not a lower priced, unqualified product will eventually cost much more for all concerned. VSI hardware support policies are as follows:

Qualified POS Hardware Purchased From VSI – Full Support

VSI will be responsible for ordering the properly configured hardware with the correct cables and other features, delivery, installation and configuration assistance, toll free telephone support, and warranty service arrangements, as needed. Full Support is defined as assisting the Customer to successfully implement the first one or two units of the same product.

Qualified POS Hardware Purchased From Another Source – Partial Support

VSI is not responsible for resolving problems resulting from incorrectly ordered hardware, resulting installation and configuration problems, and warranty service arrangements. However, VSI will provide limited guidance and support, during the installation of the hardware. If issues are not resolved within a few minutes, then VSI will continue to provide 800 phone assistance at the standard VSI support rate.

Non-Qualified POS Hardware Purchase From Another Source – Limited Support

VSI does not support non-VSI qualified POS hardware using our 800 support lines. However, if a customer calls for assistance and the VSI support person determines that the request is for a non-qualified product, he/she will discuss options as follows: 1) Select qualified hardware on



the VSI price list, or 2) Discuss qualifying a new product with VSI management. If a customer requests VSI to consider qualifying a non-qualified product, we will evaluate the circumstances, and if justified, will attempt to qualify. In order to proceed, the customer must send an evaluation unit to VSI and we will attempt to qualify it at standard VSI support rates. The customer must specify a qualifying spending limit. If successful, VSI may or may not add the product to our price list. If added, VSI will continue to support the product, as described under qualified hardware options. If not, any on-going qualifying that might be required, as a result of hardware or software upgrade changes will be chargeable.

POS Hardware Onsite Installation Support

If you expect the VSI Trainer to install POS hardware during an onsite training trip, you must allocate sufficient time in the schedule to complete the software training and the hardware installation and configuration. The time allocated will vary based on the three situations described above, but the most time-consuming will involve hardware that VSI has not qualified. The time allocated will also vary depending on the number units to be installed. If the VSI Trainer installs and configures the hardware during a normal 8-hour workday, then this would be included in the previously approved onsite training fee. If the VSI Trainer is required to work in excess of 8 hours on any given day, in order to complete the hardware setup and software training during the scheduled onsite visit, then the Customer will be billed for overtime fees.



Proposal Summary Pricing
VSI Quote Number: 66121

Please See Detail Breakdown
on Following Pages

Description: **Exhibit B - Investment Summary 15 Users**
Prepared For: **City of Norman, Norman, OK**
Contact Name: **Kari Keeler-Madden, Network Operations Manager**
Contact Email: **kari.madden@normanok.gov**
Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(405)366-5361**
Fax Number:
Quote Date: **11/22/2017**

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
<u>RecTrac - Workgroup Multi-User Software</u>				
Application Software	\$16,795.00	\$3,360.00	\$0.00	\$20,155.00
Progress OpenEdge Software	\$3,359.00	\$672.00	\$0.00	\$4,031.00
VSI-Add-Ons	\$3,000.00	\$700.00	\$0.00	\$3,700.00
Support Services - Training & Expenses	\$15,350.00	\$0.00	\$0.00	\$15,350.00
Total RecTrac:	\$38,504.00	\$4,732.00	\$0.00	\$43,236.00
<u>ID Systems - Workgroup Multi-User Software</u>				
Application Software	\$450.00	\$180.00	\$0.00	\$630.00
Progress OpenEdge Software	\$90.00	\$36.00	\$0.00	\$126.00
Total ID Systems:	\$540.00	\$216.00	\$0.00	\$756.00
<u>WebTrac - Basic Edition</u>				
Application Software	\$8,830.00	\$1,985.00	\$0.00	\$10,815.00
Progress OpenEdge Software	\$1,766.00	\$397.00	\$0.00	\$2,163.00
VSI-Add-Ons	\$1,750.00	\$0.00	\$0.00	\$1,750.00
Support Services - Training & Expenses	\$7,085.00	\$0.00	\$0.00	\$7,085.00
Total WebTrac:	\$19,431.00	\$2,382.00	\$0.00	\$21,813.00
<u>PayTrac - Workgroup Multi-User Software</u>				
Application Software	\$3,000.00	\$600.00	\$0.00	\$3,600.00
Support Services - Training & Expenses	\$300.00	\$0.00	\$0.00	\$300.00
Total PayTrac:	\$3,300.00	\$600.00	\$0.00	\$3,900.00
<u>Hardware - (VSI Qualified)</u>				
Total Hardware:	\$0.00	\$0.00	\$0.00	\$0.00

VSI TOTALS				
Application Software	\$29,075.00	\$6,125.00	\$0.00	\$35,200.00
Progress OpenEdge Software	\$5,215.00	\$1,105.00	\$0.00	\$6,320.00
VSI-Add-Ons	\$4,750.00	\$700.00	\$0.00	\$5,450.00
Support Services - Training & Expenses	\$22,735.00	\$0.00	\$0.00	\$22,735.00
Grand Totals:	\$61,775.00	\$7,930.00	\$0.00	\$69,705.00

* NOTE: Shipping is FOB - Origin (Plus Tax Where Applicable / Includes Shipping FOB - Origin)



Proposal Summary Pricing
VSI Quote Number: 66121

Please See Detail Breakdown
on Following Pages

Description: **Exhibit B - Investment Summary 15 Users**
Prepared For: **City of Norman, Norman, OK**
Contact Name: **Kari Keeler-Madden, Network Operations Manager**
Contact Email: **kari.madden@normanok.gov**
Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(405)366-5361**
Fax Number:
Quote Date: **11/22/2017**

Installment Purchase Plan Options - No Interest Charges

A 5 year Annual Maintenance schedule is listed below and it reflects potential increases after the 2nd and 4th years. The prorated year Annual Maintenance, which assumes January 22, 2018 for first week of training, begins on February 1, 2018.

Year 1 - \$5,287 (\$7,930 prorated for 8 months Feb - Sep)

Year 2 - \$7930

Year 3 - \$8168

Year 4 - \$8168

Year 5 - \$8413

While Quote # 66121 totals \$69,705 for the first year, the actual estimated total will be \$67,062 after the first year prorated annual maintenance for 8 months has been applied.



RecTrac Workgroup Multi-User Software
Recreation Tracking Software
VSI Quote Number: 66121
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: **Exhibit B - Investment Summary 15 Users**
 Prepared For: **City of Norman, Norman, OK**
 Contact Name: **Kari Keeler-Madden, Network Operations Manager**
 Contact Email: **kari.madden@normanok.gov**
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(405)366-5361**
 Fax Number:
 Quote Date: **11/22/2017**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
Application Software					
1	Each	Activity Registration (V-RT-MU-AR)	\$2,750.00	\$2,750.00	\$490.00
1	Each	Facility Reservations (V-RT-MU-FR)	\$2,750.00	\$2,750.00	\$490.00
1	Each	Pass Management (V-RT-MU-PM)	\$2,750.00	\$2,750.00	\$490.00 1
1	Each	Point-of-Sale/Inventory Control/Tickets (V-RT-MU-PS)	\$2,750.00	\$2,750.00	\$490.00 2
1	Each	League Scheduling (V-RT-MU-LS)	\$1,950.00	\$1,950.00	\$350.00
1	Each	Incident Processing and Reporting (V-RT-MU-IC)	\$0.00	\$0.00	\$0.00
1	Each	Systems Administration (required) (V-RT-MU-SA)	\$400.00	\$400.00	\$400.00 3
13	Each	Additional Users Over 2 (TOTAL 15 concurrent) (V-RT-MU-AU)	\$300.00	\$3,900.00	\$650.00
20	Each	Additional Users - Rental (concurrent) 5 users x 4 mos.=20 (V-RT-MU-AU-R)	\$30.00	\$600.00	\$0.00 4
1	Each	Go Sooner's Discount! (VSI-DISCOUNT WRKGRP)	\$1,055.00-	\$1,055.00-	\$0.00
Total Application Software:				\$16,795.00	\$3,360.00
Other Available Products of Interest					
Golf Tee Times Price: \$2,750.00 / Maint./Services: \$490.00					
Progress OpenEdge Software					
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$3,359.00	\$3,359.00	\$672.00 5
Total Progress OpenEdge Software:				\$3,359.00	\$672.00
VSI-Add-Ons					
1	Each	Certificate of Insurance Annual (T-KP-COI)	\$0.00	\$0.00	\$100.00
1	Each	RecTrac General Ledger Interface (V-RT-IN-GL)	\$1,500.00	\$1,500.00	\$300.00 6
1	Each	Activity Registration Custom Brochure Interface (V-RT-IN-AR)	\$1,500.00	\$1,500.00	\$300.00
Total VSI-Add-Ons:				\$3,000.00	\$700.00
Support Services - Training & Expenses					
10	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$770.00	\$7,700.00	\$0.00
2	Day(s)	Travel Time (X-S-TNG-09)	\$375.00	\$750.00	\$0.00
10	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$284.00	\$2,840.00	\$0.00 7
10	Each	Exp. Meals Per Diem (X-X-MLS-PDIEM)	\$46.00	\$460.00	\$0.00 8
2	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$2,400.00	\$0.00
8	Hour(s)	Phone/Webex Setup or Training/Hr. (Min 15 Min/\$37.50) (X-S-TNP-01)	\$150.00	\$1,200.00	\$0.00 9
Total Support Services - Training & Expenses:				\$15,350.00	\$0.00

Total Software, Hardware and Support Services	\$38,504.00	\$4,732.00
Grand Total - RecTrac:	\$43,236.00	
* NOTE: Shipping Is FOB - Origin (Plus Tax Where Applicable / Includes Shipping FOB - Origin)		



ID Systems Workgroup multi-user software
Pass Management Photo/Plastic Photo ID Card System
VSI Quote Number: 66121
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: **Exhibit B - Investment Summary 15 Users**
 Prepared For: **City of Norman, Norman, OK**
 Contact Name: **Kari Keeler-Madden, Network Operations Manager**
 Contact Email: **kari.madden@normanok.gov**
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(405)366-5361**
 Fax Number:
 Quote Date: **11/22/2017**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
Application Software						
1	Each	Pass Mgmt Ext Integration - Fobs/Existing ID Cards (V-RT-MU-PMI-EX)	\$450.00	\$450.00	\$0.00	\$180.00
Total Application Software:				\$450.00	\$0.00	\$180.00
Progress OpenEdge Software						
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$90.00	\$90.00	\$0.00	\$36.00
Total Progress OpenEdge Software:				\$90.00	\$0.00	\$36.00

Key Fobs

Other Available Products of Interest

Key Fob, Teslin, Preprinted, Qty 2500 Price: \$0.41

ID Card Hardware

Other Available Products of Interest

Genovation MiniTerm 904 12-Key USB Cable Price: \$230.00

Barcode Readers

Other Available Products of Interest

Honeywell MK7580G 1D/2D Genesis Imager, USB Cable Price: \$335.00
 MK7580 Custom Configuration for VSI software Price: \$0.00

Digital Cameras

Other Available Products of Interest

Logitech C920 Webcam, HD 1920x1080p, AutoFocus Price: \$105.00
 Tripod Stand for Camera, Adjustable Price: \$30.00

Total Software, Hardware and Support Services	\$540.00	\$0.00	\$216.00
Grand Total - ID Systems:		\$756.00	
* NOTE: Shipping is FOB - Origin		(Plus Tax Where Applicable / Includes Shipping FOB - Origin)	



WebTrac Basic Edition
Real-Time Internet Software
VSI Quote Number: 66121
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: **Exhibit B - Investment Summary 15 Users**
 Prepared For: **City of Norman, Norman, OK**
 Contact Name: **Kari Keeler-Madden, Network Operations Manager**
 Contact Email: **kari.madden@normanok.gov**
 Approved By: **Sarah Otoka, Sales Admin (saraha@vermontsystems.com)**

Phone Number: **(405)366-5361**
 Fax Number:
 Quote Date: **11/22/2017**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
Application Software					
1	Each	WebTrac Internet Software, 6-15 RecTrac Users (V-WT-SU-IS-6)	\$3,750.00	\$3,750.00	\$750.00 10
1	Each	WebTrac Activity Registrations (V-WT-SU-AR)	\$950.00	\$950.00	\$190.00 11
1	Each	WebTrac Facility Reservations (V-WT-SU-FR)	\$950.00	\$950.00	\$190.00 11
1	Each	WebTrac Pass Management (V-WT-SU-PM)	\$950.00	\$950.00	\$190.00 11
1	Each	WebTrac League Scheduling (V-WT-SU-LS)	\$750.00	\$750.00	\$150.00 11
1	Each	Mobile WebTrac (V-WT-SU-MWT)	\$0.00	\$0.00	\$0.00 12
1	Each	Mobile RecTrac (V-WT-SU-MRT)	\$1,950.00	\$1,950.00	\$390.00 13
1	Each	WebTrac/RecTrac Sm Workgroup Agents (V-WT-SU-AU)	\$625.00	\$625.00	\$125.00 14
1	Each	Go Sooners Discount! (V-WT-SU-DSC)	\$1,095.00	\$1,095.00	\$0.00
Total Application Software:				\$8,830.00	\$1,985.00
Other Available Products of Interest					
WebTrac Point of Sale/Tickets Price: \$950.00 / Maint./Services: \$190.00					
WebTrac Golf Reservations Price: \$950.00 / Maint./Services: \$190.00					
Progress OpenEdge Software					
1	Each	OpenEdge Application Server & RDBMS (T-PG-SU-WB)	\$1,766.00	\$1,766.00	\$397.00 5
Total Progress OpenEdge Software:				\$1,766.00	\$397.00
VSI-Add-Ons					
1	Each	WebTrac Splash Page Template (V-WT-CP-SP2)	\$1,000.00	\$1,000.00	\$0.00 15
1	Each	WebTrac Style Sheet Service (V-WT-IN-SS-1)	\$750.00	\$750.00	\$0.00 16
Total VSI-Add-Ons:				\$1,750.00	\$0.00
Support Services - Training & Expenses					
5	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$770.00	\$3,850.00	\$0.00
1	Day(s)	Travel Time (X-S-TNG-09)	\$385.00	\$385.00	\$0.00
5	Each	Travel Expenses (estimated - pay actual only) (X-X-EXP)	\$284.00	\$1,420.00	\$0.00 17
5	Each	Exp. Meals Per Diem (X-X-MLS-PDIEM)	\$46.00	\$230.00	\$0.00 8
1	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$1,200.00	\$0.00
Total Support Services - Training & Expenses:				\$7,085.00	\$0.00

Total Software, Hardware and Support Services	\$19,431.00	\$2,382.00
Grand Total - WebTrac:	\$21,813.00	
<small>* NOTE: Shipping is FOB - Origin (Plus Tax Where Applicable / Includes Shipping FOB - Origin)</small>		



PayTrac Workgroup multi-user software

VSI Quote Number: 66121

**Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change**

Description: Exhibit B - Investment Summary 15 Users
Prepared For: City of Norman, Norman, OK
Contact Name: Kari Keeler-Madden, Network Operations Manager
Contact Email: kari.madden@normanok.gov
Approved By: Sarah Otoka, Sales Admin (saraho@vermontsystems.com)

Phone Number: (405)366-5361
Fax Number:
Quote Date: 11/22/2017

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
Application Software						
1	Each	VSI Workgroup ERI Credit Card Interface (V-PT-MU-ERI)	\$3,000.00	\$3,000.00	\$0.00	\$600.00 18
Total Application Software:				\$3,000.00	\$0.00	\$600.00
Gift & ID Cards - Preprinted						
Other Available Products of Interest						
		Gift Card, Teslin, Preprt, Barcode, 4/1, Qty 1000	Price: \$0.75			
Support Services - Training & Expenses						
2	Hour(s)	Phone/Webex Setup or Training/Hr. (Min 15 Min/\$37.50) (X-S-TNP-01)	\$150.00	\$300.00	\$0.00	\$0.00 9
Total Support Services - Training & Expenses:				\$300.00	\$0.00	\$0.00
Total Software, Hardware and Support Services				\$3,300.00	\$0.00	\$600.00
Grand Total - PayTrac:					\$3,900.00	
* NOTE: Shipping Is FOB - Origin				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)		

Credit card processing hardware will be determined based upon the Gateway you choose to utilize.



Hardware (VSI Qualified)
VSI Quote Number: 66121
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: **Exhibit B - Investment Summary 15 Users**
 Prepared For: **City of Norman, Norman, OK**
 Contact Name: **Kari Keeler-Madden, Network Operations Manager**
 Contact Email: **kari.madden@normanok.gov**
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(405)366-5361**
 Fax Number:
 Quote Date: **11/22/2017**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
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Printers Receipt

Other Available Products of Interest

Star TSP1431IU, 40 col Thermal, USB, Cutter Price: \$265.00

Cash Drawers

Other Available Products of Interest

MMF Advantage 17.4Wx18.7D Dumb Drw Paint Front Blk Price: \$175.00

Magstripe Readers

Other Available Products of Interest

Ccard EMV (Chip Device - Budget Purposes Only) Price: \$860.00

Touch Screen Computers 22" All-in-One

Other Available Products of Interest

Logitech 260 Cordless Keyboard & Optical mouse Price: \$42.00
 Elo 2215 Touch Computer, 22" LCD 1920x1080 4GB W10 Price: \$1,890.00
 Elo TouchComputer i5-6500 4GB Memory Add-On Price: \$65.00
 Elo TouchComputer Stand 22" Tabletop I-Series Price: \$60.00
 Elo TouchComputer USB Expansion 3 USB Price: \$295.00

Total Software, Hardware and Support Services	\$0.00	\$0.00	\$0.00
Grand Total - Hardware:		\$0.00	
* NOTE: Shipping is FOB - Origin		(Plus Tax Where Applicable / Includes Shipping FOB - Origin)	



Proposal Summary Pricing VSI Quote Number: 66121

Please See Detail Breakdown
on Following Pages

Description: **Exhibit B - Investment Summary 15 Users**
 Prepared For: **City of Norman, Norman, OK**
 Contact Name: **Kari Keeler-Madden, Network Operations Manager**
 Contact Email: **kari.madden@normanok.gov**
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(405)366-5361**
 Fax Number:
 Quote Date: **11/22/2017**

- 1 Standard PMP software enables (optional) capture of photo image during registration, and display of photo during Visit Check-In. You can also add the PMP ID software interface to print multi-color plastic photo ID cards.
- 2 In order to use the graphical touch screen option in other modules, you must also license the POS Inventory module.
- 3 The Workgroup System is quoted for those organizations with 2-39 concurrent users. The pricing for the actual number of licensed concurrent users is found on the RecTrac quote page under the Application Software section. Two concurrent users are included with the purchase of the first RecTrac module. Additional concurrent users are priced as Additional Users Over 2 (concurrent).
- 4 Additional Users that are rented are valid for the agreed time period. Upon completion of this period, the users will be removed. Should you elect to rent users again, you would need to contact VSI sales.
- 5 VSI uses Progress OpenEdge software to develop and deploy its' software applications, and also embeds the required Progress OpenEdge Enterprise or Workgroup RDBMS (Relational Database Management Software) with its' applications.
- 6 You can select any of the over 100 standard GL interfaces and AP interfaces at this price. If a custom interface is needed, VSI will provide a quote, after reviewing the requirements. The implementation procedures for all interfaces are as follows: The VSI trainer will select (default) the appropriate vendor interface in RecTrac/GolfTrac and show customer how to generate the batch export file that contains the summary or detailed transactions for the day (or any date range). At this point, it is the customer's responsibility to contact the financial software vendor to arrange for assistance to import the batch file for posting to the cash receipts or general ledger system.
- 7 The included expenses are ESTIMATED for airfare, lodging, meals, parking, tolls, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip. For states with Cashless Tolls, there may be a delay in billing these charges as we sometimes don't get these bills from the car rental companies until weeks after a trip is complete.
- 8 The Meal Per Diem rate is based on the GSA/DOD rates for your location.
- 9 Time quoted is estimated. Actual time used will be billed.
- 10 WebTrac Internet Software, which includes all patron mobile WebTrac functions, enables your patrons to process WebTrac transactions real-time using a browser. The WebTrac software does NOT include hosting services, which are quoted separately. If your IT department or your off-premise web hosting vendor doesn't allow third party software to be installed on its web server, then VSI can provide this web hosting service for a nominal monthly fee. Please discuss this issue with your IT department or your off-premise web hosting vendor to determine whether or not VSI should quote the web hosting fee. VSI bills the web only hosting fee on an annual basis. After the first year, this amount is added to your annual maintenance invoice.
- 11 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.
- 12 Mobile WebTrac provides patron access to select functions using a smart phone mobile browser. Since Mobile WebTrac is browser based, it is device/operating system independent. Functions such as booking a tee time, enrolling in a class, viewing a calendar of events, making a payment, and displaying their pass barcode are a few of the operations that patrons will be able to access on their phone. All patron related functions that are developed for Mobile WebTrac will be available under this one license fee. In summary, Mobile WebTrac encompasses all of the functions that have been developed across all WebTrac modules.

Mobile Hardware Options: any modern smart phone with or without a bar code scanner, depending on the the application.



Proposal Summary Meeting VSI Quote Number: 66121

Please See Detail Breakdown
on Following Pages

Description: **Exhibit B - Investment Summary 15 Users**
 Prepared For: **City of Norman, Norman, OK**
 Contact Name: **Kari Keeler-Madden, Network Operations Manager**
 Contact Email: **kari.madden@normanok.gov**
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(405)366-5361**
 Fax Number:
 Quote Date: **11/22/2017**

- 13 Mobile RecTrac provides access to select staff functions using a smart phone mobile browser. The Mobile RecTrac browser is device/operating system independent. Functions such as Visit Check-In, League Scores Postings, Roster Print, Tee Sheets, and Household Inquiries are a few of the functions that are available to the staff using a smart phone. All current and future Mobile RecTrac staff related functions developed for all RecTrac modules by VSI are included in this one-time license fee, providing that the annual maintenance and support fees are paid.

Mobile Hardware Options:

1. Honeywell Captuvo SL22 IPOD Sled, SL42 iPHONE Sled, SL62 iPad Mini Sled

There are several models available for the IPOD, iPHONE, iPad Mini including one with magstripe reader only, one with bar code imager only, and one with both bar code imager and magstripe reader. Options for both include holsters, wrist lanyards, and battery packs. VSI is a Honeywell dealer and offers the Captuvo at prices ranging from \$270 to \$720 each. The IPOD, iPHONE, iPad Mini are fully integrated with the SL22, SL42, SL62 Sleds. Each Sled also requires the DryRain browser software at \$99 that is required to enable the units to communicate with RecTrac.

2. Motorola CS3050-SR10007WW with 1D Bluetooth bar code scanner - customers can purchase this unit from VSI or from another source. This unit can be linked to most smart phone devices that support Bluetooth connections.

- 14 WebTrac Agents needed are provided to process WebTrac online transactions. Each Agent can service approximately 20 simultaneous requests.

- 15 Splash Page Options:

14 templates available for 10.3
 18 templates available for 3.1

These templates are available on the VSI website for your review. All 18 templates have been created using responsive design.

The \$1000 fee includes access to one template of your choice along with VSI support to implement the template on your site. This typically takes 2-4 hours. Any time over 4 hours due to change requests will be charged at \$150/hour. Any design changes to a template that requires custom programming will be charged at \$175/hour.

The Splash Page will display using responsive design. If you are licensed for Mobile WebTrac, all WebTrac screens, in addition to the Splash page, will display properly for patrons accessing WebTrac from their mobile device (responsive design). Please contact sales for additional information about Mobile WebTrac.

- 16 VSI will customize the WebTrac stylesheet to match the appearance of your web site as closely as possible. After you have finalized your WebTrac page specifications, you will be asked to sign an approval form. VSI will provide the stylesheet programming services and then ask you to verify that the results match your specs. If you ask for additional changes following the completion of the initial styling then each major change request is priced at \$750.00. Minor & Seasonal change requests are priced at \$375.00 each.
- 17 The included expenses are ESTIMATED for airfare, lodging, parking, tolls, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip. For states with Cashless Tolls, there may be a delay in billing these charges as we sometimes don't get these bills from the car rental companies until weeks after a trip is complete.

Meals are listed separately.

- 18 The VSI ERI (External Redirect Interface) fee applies to any of the credit card vendor options.



EXHIBIT C

VERMO19

OP ID: EH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kinney Pike - Williston 62 Knight Lane Williston, VT 05495 Jake Obar	CONTACT NAME: Elizabeth Harlow PHONE (A/C, No, Ext): 802-878-1600 E-MAIL ADDRESS:	FAX (A/C, No): 802-879-4022
	INSURER(S) AFFORDING COVERAGE	
INSURED Vermont Systems, Inc. 12 Market Place Essex Jct, VT 05452	INSURER A : Hanover Insurance Company	
	INSURER B : Underwriters at Lloyds	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 0 liab deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OBV9813141 04	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> 0 liab ded <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AWV A817262 01	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			OBV9813141 04	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WDV9813126 04	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional			USUCS2606354-16	12/31/2016	12/31/2017	Prof Liab 2,000,000
C	Cyber Liability			PHSD1217569	01/31/2017	01/01/2018	Cyber 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Requests for additional or increased coverage will be quoted on a case by case basis.

CERTIFICATE HOLDER Sample	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT D

**CONTRACT K-1718-80
VERMONT SYSTEMS, INC.**

DETAILED PROJECT PLAN

**THIS PROJECT PLAN WILL BE PREPARED AFTER
EXECUTION OF CONTRACT**

City of Norman, Oklahoma**Exhibit E****Project Payment Schedule – Based on Quote # 66121**

Payment # 1 – this will include the first (5) days of onsite training with estimated travel expenses totaling \$7,578, currently scheduled for the week of January 22, 2018, plus 35% or \$15,514.33 of the software licenses and prorated annual maintenance fees. This invoice will be sent the week following the first training week and the payment will be due within 30 days from the invoice date.
Estimated payment - \$23,092.33.

Payment # 2 – this will include the second (5) days of onsite training with estimated travel expenses totaling \$7,578, currently scheduled for the week of February 19, 2018, plus 35% or \$15,514.33 of the software licenses and prorated annual maintenance fees. This invoice will be sent the week following the second training week and the payment will be due within 30 days from the invoice date.
Estimated payment - \$23,092.33.

Payment # 3 – this will include the third (5) days of onsite training with estimated travel expenses totaling \$7,579, currently scheduled for the week of March 19, 2018, plus 30% or \$13,298.34 of the software licenses and prorated annual maintenance fees, less 25% of the license and annual maintenance this payment, which will be paid after final acceptance of the system. This invoice will be sent the week following the third training week and the payment will be due within 30 days from the invoice date.
Estimated payment - \$20,877.34 less 25% or \$3,325 retainage = \$17,552.34.

Final Payment # 4 – The \$3,325 balance due will be with final acceptance of the system.

TOTAL PAYMENTS - \$67,062