

RESOLUTION NO. 2017-29996

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING, BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT WITH VERMONT SYSTEMS, INC., IN A FORM ACCEPTABLE TO THE CITY MANAGER AND THE CITY ATTORNEY, FOR A THREE (3) YEAR TERM, WITH TWO (2) ADDITIONAL ONE (1) YEAR RENEWALS, IN AN AMOUNT NOT TO EXCEED \$104,035.00 FOR THE INITIAL YEAR 1 PURCHASE PRICE, AND \$10,284.00 EACH YEAR THEREAFTER FOR ANNUAL MAINTENANCE SERVICES, FOR A PARKS AND RECREATION DEPARTMENT SOFTWARE FOR ACTIVITY REGISTRATION, FACILITY RESERVATIONS, INVENTORY CONTROL, TICKETING, PAYMENT PROCESSING, AND RELATED SERVICES.

WHEREAS, on August 15, 2012, Request for Proposals (RFP) No. 62-11/12 was issued to install and maintain an externally web hosted software for the City of Miami Beach Parks and Recreation Department; and

WHEREAS, on January 16, 2013, the Mayor and City Commission adopted Resolution 2013-28108 accepting the recommendation of the City Manager to enter into negotiations with the second-ranked proposer, Capturepoint.com, pursuant to the RFP No. 62-11/12; and

WHEREAS, on July 15, 2015, the Parks and Recreation announced the launch of Capturepoint; the web-based registration system was established to provide families with the convenience of registering and paying online for parks and recreation programs and activities, something that the previous system did not offer; and

WHEREAS, although Capturepoint has provided the City with its needs as outlined in the RFP, staff has found themselves constantly requesting for items to be changed, upgraded and added in order to perform daily functions; and

WHEREAS, although the online registration module is functional, the department has received multiple complaints from residents stating that it is hard to understand and not user-friendly, and the City of Miami Beach Parks and Recreation Department's needs have surpassed the capabilities that Capturepoint currently offers; and

WHEREAS, technology is an instrumental piece for both staff and customers OF THE City's Parks and Recreation Department; and

WHEREAS, the Department submits it is in the City's best interest to identify software that is currently being used successfully by other municipalities, can provide the required products and services without extensive customization, and is user friendly; and

WHEREAS, at the March 24, 2016 IT Steering Committee meeting, Parks and Recreation staff presented its request to purchase new software for an estimated \$75,000.00 for the initial year and \$40,000.00 for each year thereafter; and

WHEREAS, the IT Steering Committee voted in favor of the department's request and the project was funded \$75,000.00 through the FY 2017 budget cycle; and

WHEREAS, upon the approval of funds for a new Parks and Recreation Software, staff did research based on the needs and requested information from several software companies, and also attended the 2016 Florida Recreation and Parks Association Annual Conference and met with several Parks and Recreation Software exhibitors to collect more information; and

WHEREAS, after discussing with staff and analyzing the best system to meet the needs of the City and of the community as a whole, the Parks and Recreation Department selected Vermont Systems, Inc.(VSI) as the new software provider; and

WHEREAS, VSI is an employee owned company, focused on providing a range of applications that increase efficiency and productivity; and

WHEREAS, VSI has specialized in developing fresh software products for managing recreation and parks operations for municipal, county, state and federal military governmental entities, and currently has over 950 Municipal RecTrac customers with thousands of users; and

WHEREAS, the Parks and Recreation Department has been working with VSI to finalize a proposal that meets the City's needs and also coordinated meetings with VSI, the Finance Department and the IT Department to ensure the new software is in compliance with their requirements, in order to make the transition as smooth as possible; and

WHEREAS, VSI has provided the City with a final proposal (Exhibit "A") which includes the following:

- RecTrac
 - Activity Registration
 - Facility Reservations
 - Pass Management
 - Point-of-Sale/Inventory Control/Tickets
 - League Scheduling
 - Court Reservations
- WebTrac (Online)
 - Internet Software for RecTrac Users
 - Activity Registration
 - Facility Reservations
 - Pass Management
 - League Scheduling
 - Court Reservations
 - Splash Page Options
- PayTrac
 - Credit Card Interface
- Support Services – Training
 - Installation Onsite
 - Training Onsite
- Hardware
 - ID Card Hardware
 - Barcode Readers

- 24/7 Customer Support
 - Unlimited Telephone Support (8:00 a.m. – 8:00 p.m. EST)
 - 24/7 Website Customer Support Section
 - Comprehensive Help File
 - Enhancement Requests are welcome; and

WHEREAS, the total cost of the software for the initial Year 1 will be \$104,035.00, with a fixed cost of \$10,284.00 and each year thereafter for annual maintenance/service; and

WHEREAS, \$75,000.00 will be funded through the funds received in FY 17 and the remaining \$29,035.00 will be funded through funds identified in the Parks and Recreation Department's FY 17 budget, which will be rolled over to FY18 for this project.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF Miami Beach, Florida, that the Mayor and City Commission hereby waive, by 5/7ths vote, the formal competitive bidding requirement, finding such waiver to be in the best interest of the City, and approve and authorize the Mayor and City Clerk to execute a Software License, Maintenance and Support Agreement with Vermont Systems, Inc. in a form acceptable to the City Manager and the City Attorney, for a three (3) year term, with two (2) additional one (1) year renewals, in an amount not to exceed \$104,035.00 for the initial Year 1 purchase price, and \$10,284.00 each year thereafter for annual maintenance services, for a Parks and Recreation Department software for activity registration, facility reservations, inventory control, ticketing, payment processing, and related services.

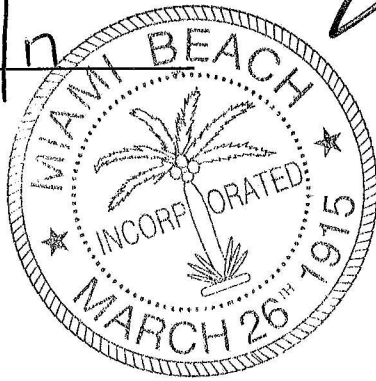
PASSED and ADOPTED this 25th day of September, 2017.

ATTEST:

 PHILIP LEVINE
 MAYOR

Rafael E. Granado
 10/4/17

 RAFAEL E. GRANADO
 CITY CLERK



APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION
[Signature]

 City Attorney KAP Date 9/31/17

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: September 13, 2017

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING, BY 5/7TH VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT WITH VERMONT SYSTEMS, INC., IN A FORM ACCEPTABLE TO THE CITY MANAGER AND THE CITY ATTORNEY, FOR A THREE (3) YEAR TERM, WITH TWO (2) ADDITIONAL ONE (1) YEAR RENEWALS, IN AN AMOUNT NOT TO EXCEED \$104,035.00 FOR THE INITIAL YEAR 1 PURCHASE PRICE, AND \$10,284.00 EACH YEAR THEREAFTER FOR ANNUAL MAINTENANCE SERVICES, FOR A PARKS AND RECREATION DEPARTMENT SOFTWARE FOR ACTIVITY REGISTRATION, FACILITY RESERVATIONS, INVENTORY CONTROL, TICKETING, PAYMENT PROCESSING, AND RELATED SERVICES.

RECOMMENDATION

Commission vote on waiving, by 5/7ths vote, the formal competitive bidding requirement, finding such waiver to be in the best interest of the City, and approve and authorize the Mayor and City Clerk to execute a Software License, Maintenance and Support Agreement with Vermont Systems, Inc. in a form acceptable to the City Manager and the City Attorney, for a three (3) year term, with two (2) additional one (1) year renewals, in an amount not to exceed \$104,035.00 for the initial Year 1 purchase price, and \$10,284.00 each year thereafter for annual maintenance services, for a Parks and Recreation Department software for activity registration, facility reservations, inventory control, ticketing, payment processing, and related services.

ANALYSIS

Current Parks and Recreation Software - Capturepoint

On August 15, 2012, Request for Proposals (RFP) No. 62-11/12 was issued to install and maintain an externally web hosted software for the City of Miami Beach Parks and Recreation Department. On January 16, 2013, the Mayor and City Commission adopted Resolution 2013-28108 accepting the recommendation of the City Manager to enter into negotiations with the second-ranked proposer, Capturepoint.com, pursuant to the RFP No. 62-11/12.

On July 15, 2015, the Parks and Recreation Department announced the launch of Capturepoint. The web-based registration system was established to provide families with the convenience of registering and paying online for parks and recreation programs and activities, something that the

previous system did not offer.

Feedback on the City's Use of Capturepoint

Since Capturepoint's launch two (2) years ago, Parks and Recreation staff has had several ongoing issues with the software. Although Capturepoint has provided the City with its needs as outlined in the RFP, staff has found themselves constantly requesting for items to be changed, upgraded and added in order to perform daily functions.

Capturepoint has had to be customized extensively and still does not have the capabilities to provide the services and uses that the department has found necessary to service the public efficiently. Most importantly, although the online registration module is functional, the department has received multiple complaints from residents stating that it is hard to understand and not user-friendly. Simply stated, the City of Miami Beach Parks and Recreation Department's needs have surpassed the capabilities that Capturepoint currently offers.

The City of Miami Beach Parks and Recreation is a large department and technology is an instrumental piece for both staff and customers on a daily basis. As a result, the department feels it is in the City's best interest to identify software that is already in existence, is currently being used successfully by other municipalities, can provide the products and services we need without extensive customization and is user friendly.

The department has found that there are many other needs that are important to have in a software, other than the minimum requirements outlined in the RFP that Capturepoint provided.

At the March 24, 2016 IT Steering Committee meeting, Parks and Recreation staff presented its request to purchase new software for an estimated \$75,000.00 for the initial year and \$40,000.00 for each year after. The new software would include the following general abilities:

- Activity Registration
- Facility Reservations
- Camp Registration
- League Registration & Scheduling
- Court Reservations
- Membership
- Pass Management
- Point of Sale and Inventory
- Public Online Access
- Reports of all types
- Customized Pricing
- Marketing Tools (Email/Text Message System)
- 24 Hour Support
- Integration with the City's Financial System: Munis
- As Low Impact as Possible to the Customers Building New Profiles
- Priority Registration Features

The IT Steering Committee voted in favor of the department's request and the project was funded \$75,000.00 through the FY 2017 budget cycle.

Identifying a New Software

Upon the approval of funds for a new Parks and Recreation Software, staff did research based

on the needs and requested information from the following software companies:

- ACTIVE Network
- Vermont Systems, Inc. (RecTrac/WebTrac)
- Rec1
- Maximum Solutions Inc.

Parks and Recreation staff also attended the 2016 Florida Recreation and Parks Association Annual Conference and met with several Parks and Recreation Software exhibitors to collect more information. After analyzing what each company had to offer and receiving feedback from the municipalities that currently use them, staff requested a demo from ACTIVE Network, Vermont Systems and Rec1.

Overall, after discussing with staff and analyzing the best system to meet the needs of the City and of the community as a whole, the Parks and Recreation Department selected Vermont Systems, Inc. as the new software provider.

The department contacted several cities to obtain their feedback on their experience with Vermont Systems, Inc. and received positive reviews.

About Vermont Systems, Inc. (VIS)

VSI is an employee owned company, focused on providing a range of applications that increase efficiency and productivity. Since 1988, VSI has specialized in developing fresh software products for managing recreation and parks operations for municipal, county, state and federal military governmental entities. VSI currently has over 950 Municipal RecTrac customers with thousands of users. VSI markets and fully supports this software primarily on a national basis. The software is also marketed to private business with similar needs, such as golf courses and fitness centers.

VSI has several products, two of which cater towards recreation:

- RecTrac recreation tracking software provides 12 proven, integrated modules for management of your recreation organization. With options and features for any size organization, RecTrac includes: Activity Registrations, Facility Reservations, League Scheduling, Court Reservations, Trip Reservations, Tee Time Reservations, Custom Reporting and Dashboards, Pass Memberships, Point of Sale/Inventory Control, Venue Ticket Sales, Equipment/Site Rentals, Personal Trainer Scheduling and Locker Rentals.
- WebTrac is an Integrated Internet Software bringing the power of Internet to recreation. WebTrac provides for real-time customer access. Offer patrons the following online services: Activity Registrations, Facility Reservations, League Registrations, Court Reservations, Trip Reservations, Tee Time Reservations, Pass Memberships/Renewals, Merchandise Sales, Event Ticket Sales with Graphical Venue, Campsite/Marina Rentals, Personal Trainer Reservations and Locker Rentals /Renewals.

Some of VSI's Florida clients include:

- City of Aventura
- City of Boca Raton
- City of Boynton Beach
- Broward County Parks and Recreation
- City of Cape Coral
- City of Clearwater

- City of Coral Gables
- City of Deerfield Beach
- City of Delray Beach
- City of Doral
- City of Hallandale Beach
- City of Hialeah
- Village of Key Biscayne
- City of Kissimmee
- City of Largo
- City of Fort Lauderdale
- City of Melbourne
- City of Miami Springs
- City of Miramar
- City of North Miami Beach
- Orange County Parks and Recreation
- Palm Beach County
- Village of Pinecrest
- City of Plantation
- Seminole County
- City of Tampa Parks and Recreation

Vermont Systems, Inc. (VIS) Offer to the City of Miami Beach

The Parks and Recreation Department has been working with VSI to finalize a proposal that meets all their needs. The department also setup meetings with VSI, the Finance Department and the IT Department to ensure the new software is in compliance with their requirements, in order to make the transition as smooth as possible.

VSI has provided the City with a final proposal (Exhibit "A") which includes the following:

- RecTrac
 - Activity Registration
 - Facility Reservations
 - Pass Management
 - Point-of-Sale/Inventory Control/Tickets
 - League Scheduling
 - Court Reservations
- WebTrac (Online)
 - Internet Software for RecTrac Users
 - Activity Registration
 - Facility Reservations
 - Pass Management
 - League Scheduling
 - Court Reservations
 - Splash Page Options
- PayTrac
 - Credit Card Interface
- Support Services – Training
 - Installation Onsite
 - Training Onsite
- Hardware

- ID Card Hardware
- Barcode Readers
- 24/7 Customer Support
 - Unlimited Telephone Support (8:00 a.m. – 8:00 p.m. EST)
 - 24/7 Website Customer Support Section
 - Comprehensive Help File
 - Enhancement Requests are welcome

VSI has also confirmed that they will import our current household information free of charge and they have a GL Interface to Munis. The IT Department has also opted to host this software internally, which brought down the annual maintenance/service cost greatly.

In order to obtain the best competitive pricing, the Parks and Recreation Department worked with the Procurement Department in finding contracts in which the City could possibly piggy-back from. The two (2) contracts that were being analyzed were from Orange County, FL and Deerfield Beach, FL. The Orange County, FL contract was found to be the contract that was in the best interest of the City and had all the areas outlined in VSI's proposal above.

Unfortunately, the Procurement Department determined that the City would be unable to piggy-back from the Orange County, FL contract since it included hosting fees and the City will be self-hosting, which greatly brings down the cost. For this reason, the department decided to use the Orange County, FL contract pricing and ask for a waiver of bid.

The total cost of the software for the initial Year 1 will be \$104,035.00 and every year thereafter will be a fixed cost of \$10,284.00 for an annual maintenance/service fee. \$75,000.00 will be funded through the funds received in FY 17 and the remaining \$29,035.00 will be funded through funds identified in the Parks and Recreation Department's FY 17 budget, which will be rolled-over to FY 18 for use, subject to Commission approval.

Estimated Timeline of New Software Implementation

As soon as the agreement is signed, VSI will schedule a planning meeting with the Parks and Recreation Department to finalize a timeline. VSI is currently scheduling initial training trips into the middle of the first quarter of 2018. A typical installation has a go-live average of six to eight weeks after that first trip. We are projecting to be scheduled to begin the initial installation and training no later than March/April 2018; however, it is contingent upon the legal approval of the agreement.

CONCLUSION

Commission vote on waiving, by 5/7ths vote, the formal competitive bidding requirement, finding such waiver to be in the best interest of the City, and approve and authorize the Mayor and City Clerk to execute a Software License, Maintenance and Support Agreement with Vermont Systems, Inc. in a form acceptable to the City Manager and the City Attorney, for a three (3) year term, with two (2) additional one (1) year renewals, in an amount not to exceed \$104,035.00 for the initial Year 1 purchase price, and \$10,284.00 each year thereafter for annual maintenance services, for a Parks and Recreation Department software for activity registration, facility reservations, inventory control, ticketing, payment processing, and related services.

FINANCIAL INFORMATION

The total cost of the software for the initial Year 1 will be \$104,035.00 and every year after will be a fixed cost of \$10,284.00 for an annual maintenance/service fee. \$75,000.00 will be funded through the funds received in FY 17 and the remaining \$29,035.00 will be funded through funds identified in the Parks and Recreation Department's FY 17 budget, which will be roll-over to FY 18 for use, subject to Commission approval.

Amount 1 \$75,000.00 **Account 1** 552-0640-000356

Amount 2 \$29,035.00 **Account 2** 011-0950-000312-28-406-545-00-00-00-

Total \$104,035.00

Legislative Tracking

Parks and Recreation

ATTACHMENTS:

Description

- ▣ Exhibit A – Final Proposal from Vermont Systems, Inc.
- ▣ Exhibit B – Sample Software License, Maintenance and Support Agreement
- ▣ Resolution
- ▣ P&R Software Funds Available



Please See Detail Breakdown
on Following Pages

Description: Vermont Systems Pricing
Prepared For: Miami Beach Parks & Recreation, Miami Beach, FL
Contact Name: Vianca Peron-Sellan, Admin Services Mgr
Contact Email: viancaperon-sellan@miamibeachfl.gov
Approved By: Joshua Karson, Senior Sales Rep (joshuak@vermontsystems.com)

Phone Number: (305)673-7730 Ext - 6876
Fax Number: (786)394-4363
Quote Date: 07/10/2017

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
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RecTrac - Workgroup Multi-User Software

Application Software	\$23,700.00	\$4,460.00	\$0.00	\$28,160.00
Progress OpenEdge Software	\$4,740.00	\$892.00	\$0.00	\$5,632.00
VSI-Add-Ons	\$1,500.00	\$300.00	\$0.00	\$1,800.00
Support Services - Training & Expenses	\$17,070.00	\$0.00	\$0.00	\$17,070.00
Total RecTrac:	\$47,010.00	\$5,652.00	\$0.00	\$52,662.00

ID Systems - Workgroup Multi-User Software

Application Software	\$1,080.00	\$190.00	\$0.00	\$1,270.00
Progress OpenEdge Software	\$216.00	\$38.00	\$0.00	\$254.00
ID Card Hardware	\$12,275.00	\$0.00	\$255.00	\$12,530.00
Barcode Readers	\$1,675.00	\$0.00	\$65.00	\$1,740.00
Total ID Systems:	\$15,246.00	\$228.00	\$320.00	\$15,794.00

WebTrac - Workgroup Edition

Application Software	\$15,850.00	\$3,170.00	\$0.00	\$19,020.00
Progress OpenEdge Software	\$3,170.00	\$634.00	\$0.00	\$3,804.00
VSI-Add-Ons	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Support Services - Training & Expenses	\$7,705.00	\$0.00	\$0.00	\$7,705.00
Total WebTrac:	\$27,975.00	\$3,804.00	\$0.00	\$31,779.00

PayTrac - Workgroup Multi-User Software

Application Software	\$3,000.00	\$600.00	\$0.00	\$3,600.00
Support Services - Training & Expenses	\$200.00	\$0.00	\$0.00	\$200.00
Total PayTrac:	\$3,200.00	\$600.00	\$0.00	\$3,800.00

VSI TOTALS

Application Software	\$43,630.00	\$8,420.00	\$0.00	\$52,050.00
Progress OpenEdge Software	\$8,126.00	\$1,564.00	\$0.00	\$9,690.00
ID Card Hardware	\$12,275.00	\$0.00	\$255.00	\$12,530.00
Barcode Readers	\$1,675.00	\$0.00	\$65.00	\$1,740.00
VSI-Add-Ons	\$2,750.00	\$300.00	\$0.00	\$3,050.00
Support Services - Training & Expenses	\$24,975.00	\$0.00	\$0.00	\$24,975.00
Grand Totals:	\$93,431.00	\$10,284.00	\$320.00	\$104,035.00

* NOTE: Shipping is FOB - Origin

(Plus Tax Where Applicable / Includes Shipping FOB - Origin)



Description: Vermont Systems Pricing
 Prepared For: Miami Beach Parks & Recreation, Miami Beach, FL
 Contact Name: Vianca Peron-Sellan, Admin Services Mgr
 Contact Email: viancaperon-sellan@miamibeachfl.gov
 Approved By: Joshua Karson, Senior Sales Rep (joshuak@vermontsystems.com)
 Phone Number: (305)673-7730 Ext - 6876
 Fax Number: (786)394-4363
 Quote Date: 07/10/2017

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	Each	Point-of-Sale/Inventory Control/Tickets (V-RT-MU-PS)	\$2,750.00	\$2,750.00	\$490.00
1	Each	League Scheduling (V-RT-MU-LS)	\$1,950.00	\$1,950.00	\$350.00
1	Each	Court Reservations (V-RT-MU-CR)	\$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
28	Each	Additional Users Over 2 (TOTAL 30 concurrent users) (V-RT-MU-AU)	\$300.00	\$8,400.00	\$1,400.00
Total Application Software:				\$23,700.00	\$4,460.00
Progress OpenEdge Software					
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$4,740.00	\$4,740.00	\$892.00
Total Progress OpenEdge Software:				\$4,740.00	\$892.00
VSI-Add-Ons					
1	Each	RecTrac General Ledger Interface (V-RT-IN-GL)	\$1,500.00	\$1,500.00	\$300.00
Total VSI-Add-Ons:				\$1,500.00	\$300.00
Support Services - Training & Expenses					
10	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$750.00	\$7,500.00	\$0.00
2	Day(s)	Travel Time (X-S-TNG-09)	\$375.00	\$750.00	\$0.00
14	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$330.00	\$4,620.00	\$0.00
2	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$2,400.00	\$0.00
12	Hour(s)	Phone/Webex Setup or Training/Hr. (Min 15 Min/\$37.50) (X-S-TNP-01)	\$150.00	\$1,800.00	\$0.00
Total Support Services - Training & Expenses:				\$17,070.00	\$0.00
Total Software, Hardware and Support Services				\$47,010.00	\$5,652.00
Grand Total - RecTrac:				\$52,662.00	
* NOTE: Shipping is FOB - Origin				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)	

The Court and League Module will be trained on via WebEx sessions at a later time.



ID Systems Workgroup Multi-User Software
Pass Management Photo/Plastic Photo ID Card System
VSI Quote Number: 64193

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

Description: Vermont Systems Pricing
 Prepared For: Miami Beach Parks & Recreation, Miami Beach, FL
 Contact Name: Vianca Peron-Sellan, Admin Services Mgr
 Contact Email: viancaperon-sellan@miamibeachfl.gov
 Approved By: Joshua Karson, Senior Sales Rep (joshuak@vermontsystems.com)
 Phone Number: (305)673-7730 Ext - 6876
 Fax Number: (786)394-4363
 Quote Date: 07/10/2017

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
Application Software						
1	Each	Pass Mgmt ID Integration - Photo ID Card/Biometric (V-RT-MU-PMI)	\$1,080.00	\$1,080.00	\$0.00	\$190.00
Total Application Software:				\$1,080.00	\$0.00	\$190.00
Progress OpenEdge Software						
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$216.00	\$216.00	\$0.00	\$38.00 4
Total Progress OpenEdge Software:				\$216.00	\$0.00	\$38.00
ID Card Hardware						
10	Each	P3500s/P3000/P4000/P5500 Color Ribbon 250 C/R (S-PID-PL-14)	\$105.00	\$1,050.00	\$40.00	\$0.00
5	Each	P3500s 1-Side ID Card Printer, Ethernet/USB 18spc (H-PID-PL-11)	\$1,750.00	\$8,750.00	\$105.00	\$0.00 8
5	Each	Polaroid P3500s ID Card Printer Cover (H-PID-PL-11-X-CV)	\$35.00	\$175.00	\$20.00	\$0.00
10	Each	P3500s/P5500/P3000/P4000 Color Ribbon 500 C/R (S-PID-PL-13)	\$175.00	\$1,750.00	\$60.00	\$0.00 9
5	Each	Blank White PVC Cards- 30Mil (1000 each) (PID-PVC-C-30)	\$110.00	\$550.00	\$30.00	\$0.00
Total ID Card Hardware:				\$12,275.00	\$255.00	\$0.00
Barcode Readers						
5	Each	Honeywell MK7580G 1D/2D Genesis Imager, USB Cable (H-BCR-HY-10)	\$335.00	\$1,675.00	\$65.00	\$0.00 10
5	Each	MK7580 Custom Configuration for VSI software (H-BCR-HY-11-X-C)	\$0.00	\$0.00	\$0.00	\$0.00 11
Total Barcode Readers:				\$1,675.00	\$65.00	\$0.00
Total Software, Hardware and Support Services				\$15,246.00	\$320.00	\$228.00
Grand Total - ID Systems:					\$15,794.00	
* NOTE: Shipping Is FOB - Origin				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)		

Customer currently has desktop camera's they will use

Description: **Vermont Systems Pricing**
 Prepared For: **Miami Beach Parks & Recreation, Miami Beach, FL**
 Contact Name: **Vianca Peron-Sellan, Admin Services Mgr** Phone Number: **(305)673-7730 Ext - 6876**
 Contact Email: **viancaperon-sellan@miamibeachfl.gov** Fax Number: **(786)394-4363**
 Approved By: **Joshua Karson, Senior Sales Rep (joshuak@vermontsystems.com)** Quote Date: **07/10/2017**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
Application Software					
1	Each	WebTrac Internet Software 26-39 RecTrac Users (V-WT-MU-IS-26)	\$7,750.00	\$7,750.00	\$1,550.00 12
1	Each	WebTrac Activity Registrations (V-WT-MU-AR)	\$1,450.00	\$1,450.00	\$290.00 13
1	Each	WebTrac Facility Reservations (V-WT-MU-FR)	\$1,450.00	\$1,450.00	\$290.00 13
1	Each	WebTrac Pass Registrations/Renewal (V-WT-MU-PM)	\$1,450.00	\$1,450.00	\$290.00 13
1	Each	WebTrac League Scheduling (V-WT-MU-LS)	\$1,250.00	\$1,250.00	\$250.00 13
1	Each	WebTrac Court Reservations (V-WT-MU-CR)	\$1,250.00	\$1,250.00	\$250.00 13
1	Each	WebTrac/RecTrac Workgroup Agents (V-WT-MU-AU)	\$1,250.00	\$1,250.00	\$250.00 14
Total Application Software:				\$15,850.00	\$3,170.00

Other Available Products of Interest

WebTrac Point of Sale/Tickets Price: \$1,450.00 / Maint./Services: \$290.00

Progress OpenEdge Software

1	Each	OpenEdge Application Server Software (T-PG-MU-WB)	\$3,170.00	\$3,170.00	\$634.00 4
Total Progress OpenEdge Software:				\$3,170.00	\$634.00

VSI-Add-Ons

1	Each	WebTrac First Style Sheet Service Intital & Major (V-WT-IN-SS-1)	\$750.00	\$750.00	\$0.00 15
1	Each	Standard Splash Page Options (V-WT-CP-SP)	\$500.00	\$500.00	\$0.00 16
Total VSI-Add-Ons:				\$1,250.00	\$0.00

Support Services - Training & Expenses

5	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$750.00	\$3,750.00	\$0.00
1	Day(s)	Travel Time (X-S-TNG-09)	\$375.00	\$375.00	\$0.00
6	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$330.00	\$1,980.00	\$0.00 6
1	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$1,200.00	\$0.00
4	Hour(s)	Phone/Webex Setup or Training/Hr. (Min 15 Min/\$25) (X-S-TNP-01)	\$100.00	\$400.00	\$0.00 7
Total Support Services - Training & Expenses:				\$7,705.00	\$0.00

Total Software, Hardware and Support Services				\$27,975.00	\$3,804.00
Grand Total - WebTrac:				\$31,779.00	
* NOTE: Shipping Is FOB - Origin				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)	



Description: **Vermont Systems Pricing**
 Prepared For: **Miami Beach Parks & Recreation, Miami Beach, FL**
 Contact Name: **Vianca Peron-Sellan, Admin Services Mgr**
 Contact Email: **viancaperon-sellan@miamibeachfl.gov**
 Approved By: **Joshua Karson, Senior Sales Rep (joshuak@vermontsystems.com)**

Phone Number: **(305)673-7730 Ext - 6876**
 Fax Number: **(786)394-4363**
 Quote Date: **07/10/2017**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
<u>Application Software</u>						
1	Each	VSI Workgroup ERI Credit Card Interface (V-PT-MU-ERI)	\$3,000.00	\$3,000.00	\$0.00	\$600.00 17
Total Application Software:				\$3,000.00	\$0.00	\$600.00
<u>Magstripe Readers</u>						
0	Each	Credit Card EMV (Chip & Pin) Device (H-PIN-99)	\$695.00	\$0.00	\$0.00	\$0.00 18
Total Magstripe Readers:				\$0.00	\$0.00	\$0.00
<u>Support Services - Training & Expenses</u>						
2	Hour(s)	Phone/Webex Setup or Training/Hr. (Min 15 Min/\$25) (X-S-TNP-01)	\$100.00	\$200.00	\$0.00	\$0.00 7
Total Support Services - Training & Expenses:				\$200.00	\$0.00	\$0.00
Total Software, Hardware and Support Services				\$3,200.00	\$0.00	\$600.00
Grand Total - PayTrac:					\$3,800.00	
				<small>(Plus Tax Where Applicable / Includes Shipping FOB - Origin)</small>		

* NOTE: Shipping Is FOB - Origin

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

Customer would like to use non-encrypted mag stripe readers they already own. Also currently interface with First Data.

Please See Detail Breakdown
on Following Pages

Description: **Vermont Systems Pricing**
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- 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 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.
- 5 You can select any of the current nearly 100 standard GL interfaces and 4 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.
- 6 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.
- 7 Time quoted is estimated. Actual time used will be billed.
- 8 P3500 S 1-Side Plastic ID Card Printer, 18cps Color/5cps Mono, Ethernet/USB, Windows XP/Vista/W7/W/10 Server 2008/2012. P3500S Energy Star printer includes USB Cable, PS, 3-Year Swap Out Parts & Labor Warranty Service including Printhead. 4th year warranty does not include the Printhead and motherboard. Annual Servicing/Cleaning and Hot Swap program for those customers purchasing ID card supplies through VSI.
- 9 RI-PO-3-0100 P3500S/P3000/P4000 Color Ribbon, 500 Cards Per Ribbon YMCK-T (If P5500 250 Color Front/250 Color Back) Each Polaroid ribbon includes a Cleaning Roller, Cleaning Card, and Snap Swab. Visible Light and Infrared bar code readers read bar codes printed with YMCKO ribbons.
- 10 Honeywell MK7580G-2 Genesis Bar Code Imager USB Kit, 1D/2D, PDF17, Gray, Type A 3M Cable (9.5' - Cbl-500-300-S00)), Power Supply, EasyID Software, Documentation, and VSI Custom Configuration. USB keyboard emulation is standard with optional Serial or Parallel emulation. Standard keyboard emulation used to connect reader to dedicated computer. This scanner can be used for RecTrac Background Visit Check-in by configuring it for Serial Emulation using the same USB cable. This enable the computer to be used for other functions, while it is also being used to scan visitor ID cards.
- 11 Custom Configuration for VSI application software, so plug and play out of the box.
- 12 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.
- 13 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.
- 14 WebTrac Agents needed are provided to process WebTrac online transactions. Each Agent can service approximately 20 simultaneous requests.

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- 15 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.
- 16 The Standard Splash Page Option offers a choice of any one of 14 standard splash pages, and they are available on the VSI website for your review. You decide which standard or combination of multiple standards is best for your organization.

The \$500 fee includes VSI support to assist you 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 \$100/hour. Any design changes to the standard templates that require custom programming will be charged at \$140/hour.
- 17 The VSI ERI (External Redirect Interface) fee applies to any of the credit card vendor options.
- 18 The specific credit card EMV (Chip and Pin) device delivered depends on the PayTrac solution you select. This line item is used as a placeholder for budgeting purposes. The different devices range in price from \$500-\$750.

Standard Sales Agreement 2-15-2017

The attached VSI Software License, Maintenance and Support Agreement are for your review. The original of this Agreement, along with all modified Customer Agreements, are maintained in our VSI financial software database. You may use this Agreement to make any desired additions, deletions, or changes, and return to VSI for review (please use the Track Changes tool). VSI will print the final agreed upon version of this Agreement for signature by both parties.

The licensed software can be installed on a customer's servers or on the VSI hosting servers. Along with licensed software, VSI provides the option for no hosting (customer or another vendor hosts software), WebTrac web server hosting only, or both web server and database hosting. Software licenses with annual maintenance are priced separately from hosting services.

If you have any questions, please contact the VSI Sales department at your convenience.

Dear,

Thank you for making Vermont Systems your choice for application software and support services. We look forward to working closely with you and your staff.

Enclosed please find two original sets of the VSI Software License, Maintenance and Support Agreement and Exhibits.

If this Agreement meets with your approval, please complete the following:

1. Page 1 of the Agreement. Enter the executed date.
2. Page 1 of the Agreement, Article 2.3. Please check your preference for your annual maintenance cycle. If your fiscal year does not fall on any of the dates listed, please choose the one that best fits your cycle.
3. Sign the signature page
4. Initial each page as noted
5. Fill out the Tax Exempt Form and indicate your sales tax status
6. Return one set to VSI.

As soon as we receive your signed Agreement, April Leafey, our Project Manager will assign a Trainer to your account and contact you to schedule a conference call for planning your installation. April's contact information is aprill@vermontsystems.com or 800-883-8757, ext 3087. As part of the follow up, your primary Trainer will contact you to review the software Planning Guide in preparation for the training.

If you should have any questions, please contact us at your convenience.

Sincerely,



Sarah Otoka
Sales Administrator

Resale & Exempt Organization Certificate Of Exemption

Suppliers Name:

Vermont Systems, Inc.
12 Market Place
Essex Junction, VT 05452

Description of Purchased Articles: Software

Please Check Applicable Lines:

- Purchase by Retailer, Wholesaler for Resale
 Purchase by 501C which is Religious, Educational or Scientific
 Direct Purchase by Governmental Unit
 Purchase by Volunteer Fire Dept, Ambulance Co., Rescue Squad
Are you exempt from paying sales tax? ___ Yes or ___ No

Name/Address of Purchaser:

Customer Name: _____
Address: _____
City, State, Zip: _____
Federal ID Number: _____

Purchaser's Primary Business: _____

I Certify that I am authorized to sign this certificate of exemption and that, to the best of my knowledge and belief, it is true and correct and made in good faith.

Signature: _____ Title: _____
Name: _____ Date: _____

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 _____ (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. Article 1.3 does not apply, if VSI is providing full hosting services.
- 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 **January 1st __, May 1st __, July 1st __, or __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 to 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 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. While the estimated out-of-pocket expenses are listed in Exhibit B, only the actual expenses will be billed to the Customer, unless the Customer requires a fixed price in advance.

- 3.5 VSI will honor training and other services quotes for up to 120 days, but reserves the right to modify these rates thereafter.

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, as described in Exhibit D, 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/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, as described in Article 4.1. Since VSI **will/will not** be providing full hosting services for the Customer, Exhibit E hosting services specifications **do/do not** apply to this Agreement.
- 4.3 The Full Hosting Services guaranteed rate for one year, includes the *Platinum/Gold/Silver* level services and features, as described in Exhibit F.

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/does not** 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 Vermont will govern this Agreement, and that the venue for legal resolution shall be in Chittenden County, Vermont.

Article 9 – Risk of Loss

- 9.1 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.
- 9.2 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.

Article 10 – Personal Information Protection

- 10.1 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.

Article 10 – Personal Information Protection – Continued

- 10.2 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, as described in Exhibit E. 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 11 – Application Source Code

- 11.1 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 12 – Independent Contractor

- 12.1 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 13 – Change Orders or Extensions

- 13.1 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 14 – Authorization and Entire Agreement

- 14.1 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.
- 14.2 This Agreement and the attached Exhibits A, B, C, D, E, F constitute the entire Agreement between Vermont Systems and the Customer. Exhibit D does/does not apply to this Agreement.
- 14.3 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.

Vermont Systems, Inc.

Customer

Authorized Signature

Authorized Signature

Giles Willey, President
Printed Name and Title

Printed Name and Title

Date

Date