CITY OF LEE'S SUMMIT
PURCHASING DIVISON
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1080 Phone   816-969-1081 Fax

INTEROFFICE MEMORANDUM
CONTRACT DOCUMENT

DATE: October 29, 2010

TO: Randy Dickey
             Cathy Loveland
             Teresa Wright

FROM: Purchasing Division

RE: Services Agreement for Enterprise Resources Planning System and Point Solutions for
             HRIS, Utility Billing, Applicant Tracking, Project Accounting, and Training
             Lee's Summit Bid #10-013

Vendor	Advanced Utility 1400-2235 Sheppard Ave., East Toronto, ON M2J 5B5
Phone & Fax	PH: 416-496-0149 x210
Contact Person	Lori Hogg
Terms/Discounts	Net 30
Delivery	Destination
Effective Dates	Contract start date October 29, 2010. Expiration as per contract.

cc: Bid File- Original memo
       Intranet

CITY OF LEE'S SUMMIT
PURCHASING DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1080 Phone   816-969-1081 Fax

NOTICE TO PROCEED

October 29, 2010

Ms. Lori Hogg
Advanced Utility
1400-2235 Sheppard Ave., East
Toronto, ON
M2J 5B5

Re: Award of Yearly Contract for Services Agreement for Enterprise Resources Planning System and Point Solutions for HRIS, Utility Billing, Applicant Tracking, Project Accounting, and Training
RFP #10-013

Dear Ms Hogg:

I am pleased to inform you the above referenced contract has been awarded to your company. The contract period will begin October 29, 2010 and continue as per the contract terms. A copy of the contract documents is enclosed.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,

DeeDee Tschirhart, CPPB
Procurement Officer

cc: Bid file
        Accounts Payable

SOFTWARE LICENCE, IMPLEMENTATION AND SUPPORT AND MAINTENANCE AGREEMENT

BETWEEN

N. HARRIS COMPUTER CORPORATION

- and –

CITY OF LEE'S SUMMIT

1 Antares Drive, Suite 400
Ottawa, Ontario
K2E 8C4

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SOFTWARE LICENCE, IMPLEMENTATION AND SUPPORT AND MAINTENANCE AGREEMENT

THIS AGREEMENT made as of the 28th day of October, 2010.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Consultant")

- and -

CITY OF LEE'S SUMMIT
("Organization")

RECITALS

1.   The Consultant owns the Software (as defined below);

2.   The Organization wishes to (a) acquire a license to utilize the Software, (b) retain the Consultant to perform the Services (as defined herein), and (c) enter into a support and maintenance contract (Schedule "D").

3.   The Consultant wishes to (a) grant the Organization a license to utilize the Software, and (b) provide the Services to the Organization, all upon the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I
INTERPRETATION

1.1   **Definitions**

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

(a)   **"Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder"** and similar expressions mean this Software Licence, Implementation and Support and Maintenance Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to **"Articles"** or **"Sections"** mean and refer to the specified Article or Section of this Agreement.

(b)   **"Change Order"** means any written documentation between the Organization and Consultant evidencing their agreement to change particular aspects of this Agreement.

(c)   **"Completion of Services"** means that the Software is fully operational and performing in substantial conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.

(d)   **"Confidential Information"** means, with respect to a Party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the Parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party hereunder; (ii) was previously known to the receiving Party as evidenced by its written records; (iii) is rightly received by the receiving Party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving Party without reference to or use of the other Party's Confidential Information; or (v) is disclosed under requirement of law or court order.

(e)   **"Designated Computer System"** shall mean the Organization's platform and operating system environment which is operating the Software.

(f)   **"Documentation"** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Services, whether distributed in print, magnetic, electronic, or video format, in effect as of the date (1) the Software is accepted by the Organization, or (2) the Service is provided to the Organization.

(g)   **"Go-Live"** means the event occurring when the Organization first uses the Software as the Organization's predominant Software.

(h)   **"Project Scope of Work"** means the scope of work appended hereto as Schedule "E" delineating, among other things, the Services that will be provided by Consultant to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties' respective representatives from time to time in accordance with the terms of this Agreement.

(i)   **"Required Programs"** has the meaning set out in Section 3.3(b) hereof.

(j)   **"Services"** has the meaning set out in Section 3.1 hereof.

(k)　　**"Source Code"** of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.

(l)　　**"License"** means the non-exclusive perpetual license granted to the Organization pursuant to Section 2.1 hereof, to configure and install the Software on the Organization's server computers to enable users to access and use the Software.

(m)　　**"Software"** means the program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including instructions and documentation provided by Consultant to Organization, including any such programs provided subsequent to this Agreement, and including all copies made by Organization. The Software to be provided by Consultant at the inception of this Agreement is identified on the attached Schedule A.

(n)　　**"Support and Maintenance Agreement"** has the meaning set out in Section 3.4 hereof.

(o)　　**"Warranty Period"** means a period of twelve months from the date of Software installation, during which time the Consultant shall correct any errors or malfunctions reported to the Consultant by the Organization in accordance with Section 6.4 of this Agreement.

1.2　　Time of the Essence

Time shall be of the essence in and of this Agreement and every part hereof. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

1.3　　Currency

Unless otherwise specified, all references to amounts of money in this Agreement refer to U.S. currency.

1.4　　Headings

The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.

1.5   Plurals and Gender

The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.

1.6   Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule "A" -	Description of Software
Schedule "B" -	Project Timetable
Schedule "C" -	Fee Structure and Payment Schedule
Schedule "D" -	Support and Maintenance Agreement
Schedule "E" -	Scope of Work – if applicable
Schedule "F" -	Sample Change Order
Schedule "G" -	CIS Infinity, Infinity.Link, Infinity.Mobile, and Infinity.View definition and Costs
Schedule "H" -	RFP – Consultant response to Organization
Schedule "I" -	System Software – if applicable
Schedule "J" -	Hardware – if applicable

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control.

ARTICLE II
SOFTWARE LICENCES

2.1   Grant of Licenses

Subject to the terms and conditions of this Agreement, the Consultant hereby grants to the Organization a personal, non-exclusive, non-transferable right and license to use the Software on the Designated Computer System (the "License").

Any Software furnished by Consultant in machine-readable form may be copied in whole or in part by Organization for use on the Designated Computer System. Organization agrees that the original copy of all Software furnished by Consultant and all copies thereof made by Organization are and at all times remain the sole property of Consultant.

Any License granted under this Agreement permits the Organization to: (i) use the Software for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow

diagrams, system operation schematics, or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality.

The Software is licensed to the Organization on a "Concurrent User" basis. A "Concurrent User" License permits the Organization to use the Software on a designated computer system, provided that the number of users who may be simultaneously using the Software is limited to the number of users specified for such Software on Schedule "G" (CIS Infinity, Infinity.Link, Infinity.Mobile and Infinity.View License Fees). A user is defined as anyone authorized by the Organization who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface). The Organization may purchase additional Concurrent User Licenses for the fees specified in Schedule "G" (CIS Infinity, Infinity.Link, Infinity.Mobile and Infinity.View License Fees) on the same basis as this Agreement.

2.2   **Term of License**

The License granted herein commence on the date of this Agreement and is of indefinite duration unless terminated pursuant to the terms hereof.

2.3   **Restrictions on Use**

Except as expressly provided herein, the Organization may not give away, rent, lease or otherwise sell, sublicense, distribute or transfer the License granted under this Agreement without the prior written consent of Consultant.

Organization requires a separate License for each computer system or environment into which the Software or any portion thereof is read in machine-readable form for operation on such system or environment in a production environment. In addition each License permits the Organization to use the Software in (1) test environments, (2) a training environment and (3) on a back-up or disaster recovery system.

Within thirty (30) days after discontinuance or termination of the License for any reason, including termination resulting from a breach by the Organization beyond the applicable notice and cure periods as provided in this Agreement, Organization shall deliver to Consultant the Software and all copies thereof in whichever form, including partial copies which may have been modified by Organization or Consultant. Alternatively, the Software and other related materials may be disposed in accordance with written instructions from Consultant. Upon prior written authorization from Consultant, Organization may be permitted for a specific period after the termination of the License to retain one copy of certain materials for record purposes.

The Software and related materials supplied by Consultant are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by Consultant remain with Consultant. Use of the Software and related materials supplied by Consultant is subject to the applicable copyright laws and the express rights and restrictions of this Agreement. Any rights not expressly granted

herein are reserved. Organization may not remove any copyright, trademark or other proprietary notices from the Software and related materials supplied by Consultant.

2.4 Derivation, Modification and Copyright

    (a)   The Organization agrees that it will not attempt to derive, or permit or help others to derive the Source Code relating to the Software or attempt to otherwise convert or alter the Software into human readable code. The Organization further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the Source Code relating to the Software.

    (b)   The Organization shall have no right to modify any of the Software supplied by the Consultant for Organization's use under this Agreement without the prior written approval and direction of the Consultant.

    (c)   The Organization agrees that it will not, except as otherwise expressly provided in this Agreement or except as dictated by Organization's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Software or other proprietary information in any form. The Organization agrees that it will not copy or otherwise reproduce the Software and that any additional copies as are reasonably necessary for the use of the Software shall be provided to the Organization through the issuance of additional Licenses at the Consultant's then current charges.

    (d)   The Organization may duplicate Documentation, at no additional charge, for the Organization's use so long as all required proprietary markings are retained on all duplicated copies.

2.5 Ownership of Software and Confidential Information

    (a)   The Organization acknowledges that the Software contains proprietary and confidential information of the Consultant which shall, at all times, remain the property of the Consultant. Through the grant of licenses pursuant to Section 2.1, the Organization is only entitled to use of the Software in accordance with the terms of this Agreement.

    (b)   The Organization will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of the Consultant will remain on the Software in machine-readable form. The Organization will take the same care to safeguard the Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

    (c)   No third party, other than authorized contractors, agents or employees of the Organization shall have access to or use of the Software. The Organization shall ensure that authorized contractors and agents are bound by obligations of confidentiality at least as strict as the obligations of confidentiality of the Organization to the Consultant with respect to the Software

(d)   In order to assist the Consultant with the protection of its proprietary rights with respect to the Software and to enable the Consultant to ensure that the Organization is complying with its obligations with respect to the proprietary nature and confidentiality of the Software, the Organization shall permit the Consultant to visit during normal business hours any premises at which the Software is used and shall provide the Consultant with access to such Software.

2.6   **Provision of Source Code**

(a)   The Organization's ability to utilize the Software will be seriously jeopardized if the Consultant fails to maintain or support such Software unless complete Source Code for the Software and related Documentation is made available to the Organization for the Organization's use in satisfying the Organization's maintenance and support requirements. Therefore, the Consultant agrees that if an "Event of Default" occurs, then the Consultant shall promptly provide to the Organization one copy of the most current version of the Source Code for the affected Software and associated Documentation.

(b)   An Event of Default shall be deemed to have occurred if the Consultant: (1) ceases to market or make available maintenance or support Services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and the Consultant has not promptly cured such failure despite the Organization's demand that the Consultant make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, (3) ceases business operations generally or (4) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of the Consultant set forth in this Agreement.

(c)   The Consultant will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use by computer and photocopy equipment, and shall consist of a full source language statement of the program or programs comprising the Software and available program maintenance Documentation which comprise the pre-coding detail design specifications, and all other available material necessary to allow a reasonably skilled programmer or access the Software without the assistance of the Consultant.

(d)   The governing License for the Software includes the right to use Source Code received under this Section as necessary to modify, maintain, and update the Software.

(e)   The Consultant will deposit in escrow with its Escrow Agent a copy of the Source Code which corresponds to the most current version of the Software in use

by the Organization. The Consultant's entry into, or failure to enter into, an agreement with an escrow agent or to deposit the described materials in escrow shall not relieve the Consultant of its obligations to the Organization described in this Section.

(f)   If, as a result of an Event of Default, the Consultant fails to provide required support services, then any periodic license fee which the Organization is required to pay under this Agreement for Software shall be reduced to reflect such lack of support services. At such time as the Consultant commences offering the support services described in this Agreement for Software, the Organization may obtain such support Services as provided for elsewhere in this Agreement.

2.7   Ownership and Disposition of Documents

The Organization shall be the exclusive owner of all materials and documents which were developed or prepared by the Consultant specifically for the Organization pursuant to this Agreement. All materials and documents which were developed or prepared by the Consultant for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of the Consultant.

ARTICLE III
CONSULTING SERVICES

3.1   The Consultant's Services

In order to achieve the Completion of Services, the Consultant agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Organization:

(a)   Oversee and implement the conversion from the Organization's existing software applications to the Consultant's Software substantially in accordance with the timetable attached hereto as Schedule "B".

(b)   Install the Software, perform necessary set up and configuration operations, perform initial testing and parallel testing in accordance with the timetable attached hereto as Schedule "B".

Notify organization of approved 3rd party software patches or releases that have been approved for Consultant's software.

(c)   Provide the training substantially in accordance with the timetable attached hereto as Schedule "B".

(i) Consultant recommends a maximum of eight (8) people in each training class for optimal training. In any training class exceeding eight (8) people, Organization may be assessed an additional charge for additional instructors.

(ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.

(iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.

(iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than seven (7) days in advance of such Services. Cancellation by Organization with seven (7) days or less of scheduled on-site Services will be billed for any non-recoverable costs incurred by Consultant due to advance scheduling of travel. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Consultant's then current schedule permits. Consultant is not responsible for any delay in Organization's project resulting from Organization's cancellation of training or any other on-site service. If upon Consultant arrival, the Organization has not completed the assigned tasks for such visit by the Consultant, then the Organization will be billed 100% of the on-site fee. Consultant will remain on-site assisting Organization as applicable. If additional services are required because the Organization had not completed the assigned tasks, Consultant will provide a Change Order to the Organization for the additional services.

3.2   **Performance by Consultant**

(a)   Manner of Performance -- The Consultant shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.

(b)   **Consultant's Discretion**

The Consultant shall determine in its reasonable discretion and in consultation with Organization the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Organization personnel. The Consultant will communicate openly with the Organization on its methodology, manner and means

(c)   Conduct on Organization's Premises -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. The Consultant agrees, while working on the Organization's premises, to observe the Organization's rules and

policies, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.

(d) <u>Inquiries by Organization</u> -- The Consultant shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.

3.3 **Performance by Organization**

(a) <u>Co-operation by Organization</u> -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.

(b) <u>Required Programs</u>. The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in the attached Schedule "A", and the Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein.

(c) <u>Hardware</u>. The Organization acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If Consultant determines that Organization's hardware is not of sufficient quality, condition and repair, Consultant shall notify Organization in writing of the Hardware deficiencies. Organization will strive to remedy any hardware deficiencies within 30 days of notification.

(d) <u>Project Manager</u> -- The Organization shall appoint a project manager (the "Project Manager") who shall work closely with the Consultant to facilitate the successful completion of the implementation process and who shall be responsible for coordinating the staff of the Organization and their co-operation with and participation in such process.

(e) <u>Additional Organization Obligations</u>

(i) Organization shall install corrections and maintenance releases within a reasonable period of time of Organization's notification of their availability. (ii) Organization shall notify Consultant of suspected defects in any of the Software supplied by Consultant. Organization shall provide, upon Consultant request, additional data deemed necessary or desirable by Consultant to reproduce the environment in which such defect occurred.

(iii) Organization shall allow the use of online diagnostics on the Software supplied by Consultant to Organization, if required by Consultant during problem diagnosis. Organization shall provide to Consultant, at Organization's expense, access to the Designated Computer System via the Organization's firewall to

communications software through the City's Aventail software.. Consultant shall provide Organization advanced notice so that the appropriate software, network and hardware arrangement can be made.

(iv) Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Consultant manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Consultant and Organization, Organization agrees that such personnel will be trained by Consultant or Organization within fifteen (15) days of determination. If Organization desires Consultant to perform the required training then Consultant shall be compensated in accordance with this Agreement.

(v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause. Organization shall provide Consultant with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

(vi) Organization shall have the responsibility for:

     (a) the performance of any tests it deems necessary prior to the use of the Software.

     (b) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.

     (c) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.

     (d) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Consultant Software.

3.4   <u>Allowance for Suspension or Delay due to Organization</u>

In the event that the Organization shall suspend the performance of Services, delay any deliverable date, or cause a delay in performance by failing to fulfill any of its obligations under Section 3.3, then the following shall apply: Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay. The due date for any deliverable set forth in the Statement of Work that is dependent on such performance by the Organization shall be deemed adjusted equitably to allow for the effect of such delay on Consultant's ability to supply or perform such deliverable.

3.5   <u>Support and Maintenance Agreement</u>

Concurrently with the execution and delivery of this Agreement, the Consultant and the Organization have entered into a support and maintenance agreement (the "Support and Maintenance Agreement") in the form of and on the terms set out in the attached Schedule "D" which shall apply in respect of the ongoing services and support to be provided by the Consultant to the Organization following the Completion of Services. Notwithstanding the ongoing application of the Support and Maintenance Agreement, the terms and conditions of this Agreement, insofar as they relate to the Software and the Documentation and the rights and obligations of the parties with respect thereto, shall continue to apply and the Support and Maintenance Agreement is not intended to, nor will it, apply to the exclusion of this Agreement. Consultant shall have no obligation under this Agreement to render any maintenance services or related services with respect to non-Consultant software, except as contracted for in writing with the Organization.

ARTICLE IV

HARDWARE

4.1   <u>Hardware</u>

This Article IV shall only be applicable in the event any hardware is listed on Schedule J.

(i) Organization agrees to purchase from Consultant and Consultant agrees to sell to Organization, the hardware listed on the attached Schedule J (collectively the "Hardware"), for the purchase prices listed in said Schedule. Consultant shall arrange for the delivery of the Hardware, and Organization shall pay for the transportation charges incurred by Consultant in connection with the delivery of the Hardware. Delivery of the Hardware shall be F.O.B. point of destination, provided that Organization shall pay for the shipping charges. All risk of loss and risk of damage to the Hardware will pass to Organization upon delivery to Organization's specified location.

(ii) Upon delivery of the Hardware to Organization, Consultant shall invoice Organization for the Hardware, and Organization shall pay for the same within thirty (30) days. Consultant hereby reserves a purchase money security interest in all Hardware delivered to Organization in accordance with this Agreement until payment in full is received for all

Hardware delivered to Organization, and for that purpose, this Agreement shall be a security agreement. Organization authorizes Consultant or its agent to file the necessary financing statements to perfect Consultant's interest. Additionally, Consultant may file this Agreement or a copy of this Agreement with such public filing offices as are necessary in Consultant's discretion.

(iii) Consultant and/or the Hardware manufacturer(s) will provide Organization with one copy of the then current user documentation for use with the Hardware ordered and the environmental specifications for the equipment, where applicable.

(iv) Except as otherwise provided in this Agreement, Organization shall be responsible for the installation of the Hardware at Organization's location. If Organization desires Consultant to perform any installation not described in this Agreement, Consultant and Organization shall follow the procedures set out in this Agreement.

(v) It is acknowledged by the parties hereto that the Hardware provided by Consultant to Organization pursuant to this Agreement was manufactured and delivered to Consultant by a third party manufacturer and Consultant is reselling it to Organization. As such, Consultant makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Organization has with respect to the Hardware shall be solely provided by the manufacturer(s). Notwithstanding, except for manufacturer defects, Consultant warrants that the Hardware is capable of implementing the Software Licensed to Organization hereunder.

(vi) The parties agree that although this Agreement may contain estimated prices for the maintenance of the Hardware, Hardware maintenance shall be provided solely by the respective Hardware manufacturer(s) through separate agreements between Organization and the Hardware manufacturer(s). In no event shall Consultant be responsible for such Hardware maintenance.

ARTICLE V

SYSTEM SOFTWARE

5.1   **System Software**

This Article V shall only be applicable in the event any System Software is listed on Schedule I.

(i) Consultant shall distribute to Organization the System Software which is listed on Schedule I, and Organization shall pay Consultant for the System Software in the amount of the purchase price(s) listed on Schedule I. Upon delivery of the System Software to Organization, Consultant shall invoice Organization for the System Software, and Organization shall pay for the same within thirty (30) days. Delivery of the System Software shall be deemed to have occurred: (i) on the date for which Consultant delivers Hardware to Organization with the System Software installed thereon, F.O.B. point of destination, provided that Organization is shall pay the shipping charges, or (ii) the date on which Consultant installs the System Software on Organization's Hardware. Consultant and/or the System Software manufacturer(s) will

provide Organization with one copy of the then current user documentation for use with the System Software.

(ii)   Except as otherwise provided in this Agreement, Organization shall be responsible for the installation of the System Software at Organization's location.   If Organization desires Consultant to perform any installation which is not described in this Agreement, Consultant and Organization shall follow the procedures set forth in this Agreement.

(iii)   It is acknowledged by the parties hereto that the System Software provided by Consultant to Organization pursuant to this Agreement was developed and delivered to Consultant by one or more third party software companies and Consultant is distributing, sublicensing and/or reselling it to Organization.   As such, Consultant makes no warranties, express or implied, with respect to the System Software, including, without limitation, their merchantability or fitness for a particular purpose.   Any warranty Organization has with respect to the System Software shall be solely provided by the third party software companies. Additionally, Organization acknowledges that its interest in the System Software may be in the nature of a license or sublicense with one or more of the third party software companies which may: (i) require Organization to enter into one or more separate license agreements with such third party software companies, and/or (ii) place restrictions on Organization's use of the System Software.   Notwithstanding, except for third party software companies defects, Consultant warrants that the System Software is capable of implementing the Software Licensed to Organization hereunder.

(iv)   The parties agree that although this Agreement may contain estimated prices for the annual maintenance of the System Software, any maintenance of the System Software shall be provided solely by the third party software companies through separate agreements between Organization and such third party software companies.   In no event shall Consultant be responsible for such System Software maintenance.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

6.1   **Warranty of Performance**

Consultant warrants to Organization that the software, material and services to be provided and/or rendered will be of the kind and quality referred to in the Consultant manuals and other documentation provided.   Organization's sole recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software.   The Consultant warrants to the Organization that the Software will perform as described if the Software is properly used in accordance with the Consultant's instructions. This warranty is void if the Organization or any other third party changes or modifies the Software. Examples of such changes or modifications include, but are not limited to, data modifications from third party software, the de-compiling and modifying of the source code, and tampering with the base set-up of the system.

6.2 **Organization's Remedies for Breach of Warranty.**

Organization's exclusive remedies for Consultant's breach of any Warranty or service related obligations are as follows:

(a)   Consultant will repair, replace or furnish an upgrade of the Software, materials or services to enable those items or upgrade of those items to comply with the applicable Warranty; and

(b)   Consultant will re-perform or re-deliver those services or the applicable services at no additional charge; and

(c)   The Organization agrees to allow the Consultant the opportunity to make repeated efforts within a reasonable time repair or replace software or re-perform or re-deliver services as warranted in this Agreement, provided, however, that if Consultant fails to repair a substantial defect in the Software or provide a reasonably acceptable work-around within 90 days from Organization's notification of such defect, Organization shall have the right to recover damages, subject to the limitations on damages set forth herein, to the extent that any such failure constitutes a material breach of this agreement.

6.3 **Intellectual Property Rights**

The Consultant warrants:

(a)   that it has the full right, authority and power to enter into this Agreement and to grant to the Organization the Licenses and rights conveyed by this Agreement; and

(b)   that the Software is an original work of authorship and does not infringe the intellectual property rights of others.

In the event there is a third party claim alleging that Organization's use of the Software in accordance with this Agreement constitutes an infringement of a United States patent, copyright, or trade secret, Consultant shall, at its expense, defend Organization and pay any final judgment against Organization or settlement agreed to by Consultant on Organization's behalf; provided that Organization promptly notifies Consultant of any such claim or proceeding and shall give Consultant full and complete authority, information, and assistance to defend such claim or proceeding. Consultant shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement provided that Consultant does not agree to any settlement that materially prejudices Organization. In the event that the Organization's use of the Software is finally held to be infringing or Consultant deems that it may be held to be infringing, Consultant shall, at Consultant's election: (1) procure for the Organization the right to continue use of the Application Software; or (2) modify or replace the Application Software so that it becomes non-infringing.

Consultant shall have no liability hereunder if the Organization has modified the Application Software in any manner without the prior written consent of Consultant.

With respect to only the Infinity.Link portion of the Software, the following indemnity shall apply: the Consultant shall indemnify, defend and save harmless the Organization, its successors and assigns together with its elected officials, attorneys, employees, agents and those for whom it is in law responsible, only from and against any and all Claims which they may incur or suffer or be put to by reason of or in connection with or arising from any allegation by a third party that the Infinity.Link portion of the Software infringes any patent, trademark, copyright, trade secret or other proprietary right held by such third party. The Consultant acknowledges and agrees that this indemnity shall survive any termination of this Agreement.

In order for the above indemnity to be valid, the Organization must ensure the following:

upon selection of the electronic invoice and payment process ("EIPP") from Organization's Internet website, Organization's customer must be notified of and consent to being transferred from Organization's website to that of a third-party; and upon and after departure from Organization's website, the displayed website screens and all documents, emails, and correspondence associated with or relating to the modified payment process (excluding internal documents, emails and correspondence or external documents, emails or correspondence to Organization's customers announcing the availability of their electronic invoices) will not include or display in any way the name, trade name, trademark, logo, or any other identifying indicia of Organization; and any information regarding a payment transaction that is transmitted or otherwise provided to customers or their financial service provider shall reflect that payment was made to the third-party provider of the electronic invoice and payment process, and shall not reflect or refer to in any way Organization, except for a statement identifying Organization as the payee, whether through any EIPP process or in any credit card or bank statement of an Organization customer, or, as otherwise required by applicable law, on a credit card billing transaction or statement. Nothing above shall preclude Organization from reporting customer EIPP payment credits on invoices or billing statements.

The foregoing states Consultant's entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, or other property interest rights relating to the Software, or any part thereof, or use thereof.

6.4 Corrections

The Consultant covenants that it will make corrections of program malfunctions per Section 6.2 which are reported in writing to the Consultant during the Warranty Period and which are necessary for the Software to conform to this Agreement. No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, the Consultant does not represent or warrant and the Organization acknowledges that there are no further representations or warranties:

(a)   that the functions contained in the Software will operate in the combinations which may be selected for use by the Organization; or

(b)   that the operation of the Software will be error free or that:

  (i)   any programming errors will be corrected after the Warranty Period, or

  (ii)   any updates of, or modifications to, the Software will be made available to the Organization after the Warranty Period,

in each case unless there is an effective Support Agreement in place after the Warranty Period in respect of the period of time during which any such programming errors require correction, or any updates of, or modifications to, the Software, are developed by the Consultant and made available to the other licensees of the Software.

ARTICLE VII
FEES AND PAYMENTS

7.1 Fees and Payments

(a)   The Organization agrees to pay the Consultant total fees of $427,500. The fee structure and payment schedule is outlined in the attached Schedule "C".

(b)   During the term of this Agreement, Consultant shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Consultant shall be due and payable 30 days upon receipt thereof by Organization.

(c)   The Organization shall reimburse the Consultant for its direct expenses, including, but not limited to courier services, photocopying, faxing and reproduction, reasonable travel costs - all reasonable travel costs including a travel time rate of $75.00 per hour, capped at 4 hours per round trip, meal expenses of not more than

$50.00 per diem on weekdays and not more than $100 per diem on weekend days (no receipts provided) and a mileage charge based on the current Internal Revenue Service recommended rate per mile, long distance telephone calls, and all other reasonable expenses incurred in the performance of the Consultant's duties. It is agreed that all travel related expenses for items in Scope will be capped at $87,000. In the event Organization fails to pay all or any portion of an invoice on or before thirty (30) days after the date of the invoice, the invoice payment shall be considered past due. Organization further agrees, at the request of Consultant, to pay a late payment charge to Consultant at the rate of two percent (2%) per month for undisputed invoices, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is past due; provided, however, that Consultant shall not assess the foregoing late payment charge if Organization has been late in paying Consultant on less than three (3) previous occasions within the last calendar year.

(d)   In the event Organization fails to pay all or any portion of an undisputed invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Consultant has under this Agreement or otherwise, Consultant shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.

(e)   Consultant shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Consultant may be required to collect or pay upon the sale, use or delivery of the Software, Services or Support and Maintenance described in this Agreement shall be paid by Organization and such sums shall be due and payable to Consultant upon receipt of an invoice therefore subject to state and local law. Any personal property taxes levied after delivery of the Software described in this Agreement shall be paid by Organization.

7.2   Change Orders

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of the Consultant applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the

Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. All approvals will be in writing and subject to available funds. A sample change order is presented in Schedule "F".

ARTICLE VIII
REMEDIES AND LIABILITY

8.1   **Remedies and Liability**

(a)   Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b)   The Organization and the Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and the Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

(i)   EXCEPT FOR DAMAGES ARISING OUT OF (a) THE CONSULTANT'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) THE CONSULTANT'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE CONSULTANT'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO CONSULTANT BY ORGANIZATION UNDER THIS AGREEMENT.

(ii)   IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY .

(iii)   CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

8.2 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

8.3 Remedies

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Consultant arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE IX
INDEMNITY

9.1   <u>Indemnity</u>

The Consultant shall indemnify and save harmless the Organization, its successors and assigns together with its elected officials, attorneys, employees, agents and those for whom it is in law responsible, from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising directly from any material breach or non performance by the Consultant of any obligation contained in this Agreement to be observed or performed by the Consultant, or any negligence of the Consultant or its agents or employees which relates to this Agreement, howsoever arising. Consultant shall not be responsible for any Claims resulting, in whole or in part, from the acts or omissions of Organization, its employees, consultants or agents or any third party.

ARTICLE X GENERAL

10.1   <u>Force Majeure</u>

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

10.2   <u>Confidentiality</u>

(a)   <u>Duty Owed to the Organization</u> -- The Consultant acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, the Consultant agrees:

(i)   to maintain this information in confidence;

(ii)   not to use this information other than in the course of this Agreement;

(iii)   not to disclose or release such information except on a need-to-know only basis as determined by the Organization;

(iv)   not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of the Consultant; and

(v)   to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with the Consultant, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.

(b)   Duty Owed to the Consultant -- The parties agree that if the Organization shall breach any term of Section 2.5 of this Agreement entitled "Ownership of Software and Confidential Information", then the Consultant shall have the right to terminate this Agreement and the grant of licences.

10.3   **Termination**

(a)   If the Consultant should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify the Consultant in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Consultant must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within twenty (20) calendar days immediately following receipt of a Default Notice. If the Consultant fails to correct the default, or issue a notice disputing the alleged default, in either case within twenty (20) calendar days following receipt of the Default Notice, the Organization may terminate the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to the Consultant of only that part of the fee earned by the Consultant for those Services performed up to the time of communication of such notice of termination to the Consultant.

(b)   If the Organization should fail to comply with its obligations under this Agreement, the Consultant must notify the Organization in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to the Consultant, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within thirty (30) days following receipt of the Default Notice, the Consultant may terminate the whole of this Agreement including the grant of licence to the Software and in such case the Organization will be responsible for payment to the Consultant of only that part of the fee earned by the Consultant for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.

10.4   **Procedure on Termination**

If this Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the Organization shall return the Software to the

Consultant and shall certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have been returned to the Consultant. If this Agreement is terminated following the Completion of Services, then the Organization may retain the copy of the Software in its possession as of the Completion of Services but it shall not be entitled to any additional Licences, nor will it receive updates of, or modifications to, the Software made by the Consultant. Finally, it will not be entitled to access the Source through exercise of the licence granted pursuant to Section 2.6 of this Agreement. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality.

10.5 ˙ Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

10.6 Accounts and Records

The Consultant shall:

(a) keep proper and detailed accounts in accordance with accepted accounting practices of all factors entering into the computation of the amounts payable pursuant to this Agreement; and

(b) for a period of two years from the date of Completion of Services by the Consultant, preserve all accounts and other documentation relating to the Organization and keep them available for inspection by the Organization or its representative, at any time. The Consultant agrees that this obligation shall survive any termination of this Agreement.

10.7 Addresses for Notice

All notices must be in writing and delivered electronically or by method with proof of delivery. All other communications, requests or alerts may be provided by fax, e-mail

or other written means. If personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of the Organization, to:

CITY OF LEE'S SUMMIT
WATER UTILITIES DEPARTMENT
220 S.E. Green Street
Lee's Summit, Missouri 64063
Attention: Teresa Wright
Telephone: 816-969-1251
Fax: 816-969-1299

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 10.7.

10.8   Assignment

Neither Party may assign any of its rights or duties under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, except that either Party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

10.9   Reorganizations

The Organization acknowledges that the License fee set out in this Agreement has been established on the basis of the structure of the Organization at the date of this Agreement. To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to support the system, the Consultant shall be entitled to receive, and the Organization shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 10.9 shall apply *mutatis mutandis* to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 10.9 shall not apply where the Organization undergoes a Reorganization involving only other organizations that have already purchased a License from the Consultant. For purposes of this Agreement, any corporate changes undergone by the Organization will be characterized as either an assignment, in which case Section 10.8 will apply, or a Re-organization, in which case Section 10.9 will apply, but it is not intended that Sections 10.8 and 10.9 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

10.10   Binding Agreement and Enurement

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

10.11   Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

10.12   Independent Contractor

Organization engages Consultant under this Agreement solely as an independent contractor to perform Consultant duties which are described in this Agreement. Organization and Consultant expressly acknowledge and agree that Consultant is the independent contractor of Organization and nothing contained in this Agreement or which otherwise exists shall be construed by Organization, Consultant or any third person or entity to create a relationship of joint venturers, partners, or employer and employee.

10.13   Governing Law

This Agreement shall be governed by the laws of the State of Missouri.

10.14   Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

10.15   Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

10.16   Counterparts

This Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

10.17   RFP Response

Consultant's response to Organization's RFP is attached hereto and incorporated herein as an exhibit. Organization acknowledges that Consultant, after it has been selected by Organization, re-evaluates its proposal relative to the Organization's RFP to determine if any updates or revisions are necessary. Any such updates and revisions are attached hereto as an exhibit and incorporated herein.

10.18   Competitive Bid

Organization has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other entities may contract separately with Consultant. Organization agrees that Consultant may disclose all or any portion of this Agreement to any of its current or prospective customers with prior consent of Organization.

10.19   Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

10.20 TAX EXEMPT. ORGANIZATION IS EXEMPT FROM STATE AND LOCAL SALES TAXES. SITES OF ALL TRANSACTIONS DERIVED FROM THIS AGREEMENT OR THE PROPOSAL GIVING RISE TO THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN ACCOMPLISHED WITHIN THE STATE OF MISSOURI.

10.21 SAFETY. ALL PRACTICES, MATERIALS, SUPPLIES, AND EQUIPMENT SHALL COMPLY WITH THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT, AS WELL AS ANY PERTINENT FEDERAL, STATE AND LOCAL SAFETY OR ENVIRONMENTAL CODES.

10.22 DISCLAIMER OF ORGANIZATION LIABILITY: THE ORGANIZATION WILL NOT HOLD HARMLESS OR INDEMNIFY THE CONTRACTOR FOR ANY LIABILITY WHATSOEVER.

10.23 COMPLIANCE WITH APPLICABLE LAW. CONSULTANT SHALL COMPLY WITH ALL FEDERAL, STATE OR LOCAL LAWS, ORDINANCES, RULES, REGULATIONS AND ADMINISTRATIVE ORDERS, INCLUDING BUT NOT LIMITED TO WAGE, LABOR, UNAUTHORIZED ALIENS, EEO AND OSHA-TYPE REQUIREMENTS WHICH ARE APPLICABLE TO CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT. CONSULTANT SHALL INDEMNIFY AND HOLD THE ORGANIZATION HARMLESS FROM ANY FINES OR PENALTIES ASSESSED AGAINST THE

ORGANIZATION BECAUSE OF CONSULTANT'S VIOLATION OF ANY OF THE AFOREMENTIONED LAWS.

10.24 CONFLICTS. NO SALARIED OFFICER OR EMPLOYEE OF THE ORGANIZATION, AND NO MEMBER OF THE LEE'S SUMMIT CITY COUNCIL SHALL HAVE A FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THIS AGREEMENT. A VIOLATION OF THIS PROVISION RENDERS THE AGREEMENT VOID. FEDERAL CONFLICT OF INTEREST REGULATIONS AND APPLICABLE PROVISIONS OF SECTIONS 105.450 – 105.496 SHALL NOT BE VIOLATED. CONSULTANT COVENANTS THAT IT PRESENTLY HAS NO INTEREST AND SHALL NOT ACQUIRE ANY INTEREST, DIRECT OR INDIRECT, WHICH WOULD CONFLICT IN ANY MANNER OR DEGREE WITH THE PERFORMANCE OF SERVICES TO BE PERFORMED UNDER THIS AGREEMENT. CONSULTANT FURTHER COVENANTS THAT IN THE PERFORMANCE OF THIS CONTRACT NO PERSON HAVING SUCH INTEREST SHALL BE EMPLOYED.

10.25 DEBARMENT. BY SUBMISSION OF ITS RESPONSE, CONSULTANT CERTIFIES THAT NEITHER IT NOR ITS PRINCIPALS IS PRESENTLY DEBARRED OR SUSPENDED BY ANY FEDERAL DEPARTMENT OR AGENCY, INCLUDING LISTING IN THE U.S. GENERAL SERVICES ADMINISTRATIONS LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT PROGRAMS; OR IF THE AMOUNT OF THIS RESPONSE IS EQUAL TO IN EXCESS OF $100,000, THAT NEITHER IT NOR ITS PRINCIPALS NOR ITS SUBCONTRACTORS RECEIVING SUB-AWARDS EQUAL TO OR IN EXCESS OF $100,000 IS PRESENTLY DISBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY AN FEDERAL DEPARTMENT , AGENCY OR PREVISION OF LAW.

10.26 FUND ALLOCATION. CONTINUANCE OF THIS AGREEMENT IS CONTINGENT UPON THE AVAILABLE FUNDING AND ALLOCATION OF ORGANIZATION FUNDS. CONSULTANT UNDERSTANDS THAT THE OBLIGATION OF THE ORGANIZATION TO PAY FOR GOODS AND SERVICES UNDER THE CONTRACT IS LIMITED TO PAYMENT FROM AVAILABLE REVENUES AND SHALL CONSTITUTE A CURRENT EXPENSE OF THE ORGANIZATION AND SHALL NOT IN ANY WAY BE CONSTRUED TO BE A DEBT OF THE ORGANIZATION IN CONTRAVENTION OF ANY APPLICABLE CONSTITUTIONAL OR STATUTORY LIMITATIONS OR REQUIREMENTS CONCERNING THE CREATION OF INDEBTEDNESS BY THE ORGANIZATION NOR SHALL ANYTHING CONTAINED IN THE AGREEMENT CONSTITUTE A PLEDGE OF THE GENERAL TAX REVENUES, FUNDS OR MONEYS OF THE ORGANIZATION, AND ALL PROVISIONS OF THE CONTRACT SHALL BE CONSTRUED SO AS TO GIVE EFFECT TO SUCH INTENT. IN CONNECTION WITH THIS AGREEMENT, ORGANIZATION AGREES TO NOTIFY CONSULTANT PROMPTLY WHEN IT APPEARS CERTAIN THAT THE NECESSARY FUNDING OR AUTHORIZATIONS SHALL NOT BE OBTAINED. THIS PROVISION SHOULD NOT BE CONSTRUED TO ALLOW AN

EXCUSE FROM ANY LICENSE FEES REMAINING UNDER THE AGREEMENT OR FOR ANY FEES OR EXPENSES FOR SERVICES RENDERED AND NOT YET PAID.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first written above.

<div align="right">

N. HARRIS COMPUTER CORPORATION

Per: _____

     Name: Peter Fanous
     Title: General Manager

CITY OF LEE'S SUMMIT

Per: _____

     Name: Stephen A. Arbo

     Title: City Manager

Per: _____

     Name:

     Title:

</div>

Schedule "A"
Detailed Description of Software

CIS Infinity is 32 -bit object-oriented software that operates in a Windows 2000/XP/2003/2007 environment. The basic package is comprised of the following individual modules and sub-modules that perform the basic functions of a billing and customer service operation and includes all related media and other materials:

MODULES AND SUB-MODULES	
- Alerts/Actions - Advanced Reports - Billing - Auto Final Bill - Bill Re-print - Bill Journal - Cancel-Re-bill Process - Cycle Billing - Estimating - Exceptions - Final Billing - Pre-Exceptions - Regular Billing - Manual Billing - Flat Rate Billing - Service Add/Remove - Cash Register - Bill Payment - Credit Card Authorization - OCR/Barcode Scanning - Receipt Printing - Sundry Payments - Collections - Arrangements - Assistance Agency - Bankruptcy - Credit Rating - Disconnect/Reconnect - Late Charge/Discount - Notices - Post-Date Inquiry - Write-Offs 3rd Party Notification - Contact Management - Correspondence Management	- Customer Service Inquiry - Financial Reports - Inventory Management - Backflow Device - Electric Meter - Gas Meter - Instrument Transformer - Key Management - Propane Tank - Solid Waste - Streetlight - Water Heater - Water Meter - Transformer/Loading - Loans - Memberships - Meter Reading - Move In/Move Out - Multiple Receivables - New Services - Payment Processing - Adjustments - Bank File Import - Deposits - Payments - Penalties - Post Dated Checks - Third Party File Import - Period End Routines - Point of Sale - Pre-Authorized Payment - Rate Management - Scheduler - Service Orders - Security

Description of Software

Required Programs for CIS Infinity

Application Server Operating System:

Windows Server 2000 or Higher with Microsoft Internet Information Service (IIS)
Database Server:
   a) Windows Server 2000 or Higher running Microsoft SQL Server 2000 or Higher or;
   b) Unix/Linux/AIX (any version) and supported Oracle 8i or Higher

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary
   communication protocol.

Workstation Operating System: Windows 2000 or Higher
Workstation Software:
   a) Microsoft Explorer 6.0 or Higher
   b) Microsoft Word 2000 or Higher
   c) Microsoft Excel 2000 or Higher

ESRI MapObjects run time – used for GIS integration

Dynamics GP 10 and eConnect 10 (API) – used for the integration with Dynamics, formerly
known as Great Plains (if applicable)

.Net Framework 2.0with MSDTC configured on both the workstation running the Dynamics
interface as well as the hosting SQL Server

MS SOAP 3.0 installed on all workstations if an interface exists with a master address database
(external address database)

* All software must be running the latest recommended patches from the respective provider of
such software.

User Permissions

Each user of CIS Infinity will require the following rights on the CIS Infinity folder on the
network (for example:

\\cisappserver\CISInfinity - for Production

\\Cisappserver\CISTest - for Test

· Read
· Write
· Modify

Each user will require the following rights to the C: drive of the local workstation they are working from:

- Read
- Write
- Modify

Infinity.Link	Infinity.Link Manager
- Customer Registration - Recent Bill inserts - Utility Tips - Did you Know - Read Meter - Request Services - Make Payments - Moving - Moving-in Services - Moving-out Services - Contact Us - FAQ's - View Past bills - View transactions - Export - Check Utility Usage - Usage Details - Export - Graphical - What is New - Help	- Product implementation - General and Contact - Information - Utility Services - Active Features - Read meter types - Request service types - Contact topics - Pay Bills bank links - Content Management - Did you know - Utility usage tips - Frequently Asked Questions - What is new - Recent bill inserts - Privacy Policy - Terms of use - Customer Maintenance - Customer Correspondence

Required Programs for Infinity.Link

Application Server Operating System:

Windows Server 2000 or Higher with Microsoft Internet Information Service (IIS)

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary
communication protocol.

Supported browsers:
   a) Microsoft Explorer 5.0 or Higher
   b) FireFox Version 1 or Higher
   c) Apple Safari

* All software must be running the latest recommended patches from the respective provider of
such software.

Internet payment processing and payment clearing is provided, at no extra license fee, for
Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway. Any
interface to another payment processing vendor is an additional fee of a minimum $30,000. This
fee could be higher if development is required. An annual maintenance fee of 25% of this
additional fee is required as described in 5.1 and Paragraph 3 of Schedule "D" of this agreement.

<div align="center">**Schedule "B"**</div>

<div align="center">**Implementation Process and Timetable**</div>

I.   COMPLETION OF SERVICES – GLOBAL TIMETABLE

1.   <u>Project Commencement Date</u>:   TBD

2.   <u>Estimated Project Completion Date</u>:   TBD

3.   <u>Consultant's Project Manager</u>:   Kerry Dennis

4.   <u>Organization's Project Manager</u>:   Teresa Wright

Schedule "C"

<u>Fee Structure and Payment Schedule</u>

Payment Milestone
Document Final.pdf

Schedule "D"

Support and Maintenance Agreement

This support and maintenance agreement (the "Support and Maintenance Agreement") between Consultant and Organization becomes effective on the invoice date for the first instalment payment as described in Paragraph 3. This date becomes the anniversary date of the agreement. Payment for the first year Annual Support and Maintenance Fee is as described in Paragraph 3.

Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License, Implementation and Support and Maintenance Agreement.

1.   Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide support and maintenance services which include revisions, updates and enhancements to the Software and related materials under the Agreement.

2.   Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide software support via telephone and electronic mail, and site visits when necessary consistent with the hours of operation, all as described in Exhibit 1 hereto and in effect as of the date hereof, as such services may, at the discretion of Consultant, be modified or supplemented from time to time (provided that any changes generally apply to all licensees of Consultant). To enable Consultant to provide effective support, the Organization will establish auto remote access based on remote access procedures compatible with Consultant's practices with the Organization's consent.

3.   In consideration for the support services specified in Section 2, Organization shall pay the Annual Support and Maintenance Fee of $45,775. The first instalment payment for the first year Annual Support and Maintenance Fee is $22,887.50 and is due at the start of Hard Parallel. The second instalment payment for the first year Annual Support and Maintenance Fee is $22,887.50 and is due at "GoLive". Thereafter, the Annual Support and Maintenance Fee will be billed annually in advance beginning on the anniversary of the Support and Maintenance Agreement or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, in the initial year, that the Consultant issue a prorated invoice for the portion of the year remaining in said initial year. Consultant will cap the Annual Support and Maintenance Fee increase at 2,5% per year for year two(2) through year four (4). In addition to the Annual Support and Maintenance Fee, Organization shall reimburse Consultant for its direct expenses in providing support services pursuant to this Agreement, including, but not limited to:

(a)   courier services, photocopying, faxing and reproduction services, all reasonable travel costs, meal expenses of not more than $50.00 per diem, and a $100 per diem for weekend days (no receipts provided) and a mileage charge consistent with the Internal Revenue Service published guidelines, long distance telephone calls and all other reasonable expenses incurred in the performance of Consultant's duties hereunder.

Consultant may update its reimbursement policies to maintain compliance with the Internal Revenue Service's recommended rates for per diem and mileage reimbursement.

4.   All support services provided by Consultant to Organization other than those specified in Section 2 (such as, but not limited to, on-site support), shall be provided to Organization by Consultant at Consultant's the current proposed rates, policies and terms for a period of three years. For certainty, any updates of, or enhancements to, the Software will be made available to Organization free of charge (with respect to the actual updates or enhancements), but all services provided by Consultant with respect to such updates or enhancements will be subject to the Consultant's then-prevailing prices, hourly rates, policies and terms, meaning that such then-prevailing prices will apply to matters such as set-up and training relating to such updates or enhancements.

5.   All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges.

6.   The initial term of this Agreement shall be for one year beginning on the date determined in the opening paragraph of this Schedule D. The Agreement shall continue thereafter on an annual basis provided that Organization shall pay the then prevailing Annual Support and Maintenance Fee, unless terminated by either party upon giving to the other not less than 90 days notice in writing prior to the end of the first year or any subsequent anniversary of such date. If the Support and Maintenance Agreement is terminated by Organization, it shall be entitled to retain the Software licensed to it as at the date of such termination, but it will relinquish its rights to receive upgrades of, or enhancements to, the Software, services for the Software, or access to the Source in escrow upon the occurrence of any event specified in Section 2.6(d) of the Agreement. For certainty, and without mitigating the application of the Agreement during the term of this Support and Maintenance Agreement, the terms and conditions of the Agreement relating to the license of the Software and the Documentation and the rights and obligations of the parties with respect thereto will continue to apply to Organization following the termination of this Agreement.

7.   Title to and ownership of all proprietary rights in the Software and all related proprietary information shall at all times remain with Consultant, and Organization shall acquire no proprietary rights by virtue hereof.

8.   Unless terminated pursuant to Paragraph 6 hereof, this Support and Maintenance Agreement shall remain in full force and effect except as terminated as follows:

      (a)   if either party neglects or fails to perform, observe or cure within ninety (90) days of written notice of such failure to perform any of its existing or future obligations.

      (b)   If Organization attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the Agreement.

9.   Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the Agreement.

10. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

11. A valid contract binding the parties hereto shall come into being only upon execution of this Support and Maintenance Agreement by a duly authorized agent, officer or representative of both parties.

12. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Consultant and Organization. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

13. The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders submitted by Organization.

14. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Consultant shall divulge any of its provisions as set forth herein to any third party except as may be required by law.

15. (a) The Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

   (b) The Organization and the Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and the Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

      (i) FOR BREACH OR DEFAULT BY THE CONSULTANT OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE ORGANIZATION TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT AND WHETHER IN THE NATURE OF A BREACH OF CONDITION OR A FUNDAMENTAL BREACH, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE PAYMENT BY THE CONSULTANT OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND THE CONSULTANT SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO THE

CONSULTANT UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

(ii)   IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL THE CONSULTANT BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONSULTANT SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE ORGANIZATION BY ANY OTHER PARTY.

(iii)   CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE ORGANIZATION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

16.   The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

17.   Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Consultant arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.

18.   This Support and Maintenance Agreement shall be governed by the laws of the State in which the Organization is located.

19.   This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the Agreement.

20.   This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.

21.   Time shall be of the essence of this Support and Maintenance Agreement.

22. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

23. The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Support and Maintenance Agreement and carry out its provisions.

24. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

N. Harris Computer Corporation

Per: _____

      Name: Peter Fanous

      Title: General Manager

Per: _____

      Name: Stephen A. Arbo

      Title: City Manager

Per: _____

      Name:

      Title:

EXHIBIT 1

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit I is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Consultant reserves the right to make modifications to this document as required; provided, however, Consultant shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
    - Guaranteed Support on your existing applications for life
    - Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Free eSupport access 24 x 7 with the following on-line benefits:
    - Log & close calls
    - View & update calls
    - Update contact information
    - Access published documentation
    - Access available downloads
    - Access Support knowledge base
    - Participate in Discussion Forums
    - Report on metrics
- Standard software releases and updates
    - Defect corrections (as warranted)
    - Planned enhancements
    - State and/or Federal mandated changes (charges may exist depending on scope)
    - Payroll regulated changes
    - Participation in BETA program
    - Release notes
- Limited training questions (15 minute guideline)
- Customer Care Program
    - Quarterly News Letter with support tips
    - Technical support bulletins
    - Communication on new products and services
    - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Outstanding Calls Report with conference call (as required)
- Ability to attend the annual customer conference (attendance fees apply)

HelpDesk Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Support is available from 8:00 p.m. EST through to 8:00 a.m. EST and is billable on an hourly basis. Support hours may vary by specific product line. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process payroll checks
- Inability to process accounts payable checks
- Inability to process bills
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing

Priority 2 - Medium

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.

- Our support system or one of our support analysts will provide you with a call id to track your issue and your call will be logged into our support tracking database.

- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.

- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.

- All correspondence and actions associated with your call will be tracked against your all in our support database. At any time, if available to you, you may log onto our website to see the status of your call.

- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.

- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate id number to track the progress of the issue. At this time, your support call will be closed and replaced by the development id number. The development id number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1:   Contact the support representative working on your issue

Level 2:   Contact the support supervisor or group lead

Level 3:   Contact the director of support

Level 4:   Contact the vice president of support or relevant Harris business unit

Level 5:   Contact the CEO of Harris

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc)
- File imports/exports - Interfaces to other applications
- Refreshes, backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Upgrades & support of third party software
- Installations / re-installations (workstations, servers)

Test Databases & Environments

We support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the client's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers).

Hardware and Third Party Support – if applicable

The purpose of this section is to provide our customers with information on our standard coverage and the services which are included as part of your annual hardware and third party software support (if applicable). This section serves as a guideline for the support department but is superseded by an existing third party or other agreement.

The services listed below are services that are out of scope and are therefore considered billable – please note that we do not provide hardware support for any printers:

- on-site installation or upgrade of hardware and third party software

- extended telephone training (beyond 15 minutes)

- reconfiguration of hardware and fileservers

- recovering data resulting from client error

- upgrading of hardware systems

- preventative maintenance monitoring or other services

- recommending or assisting with disaster recovery plans

- re-establishment of ODBC connection if connection was lost due to actions of customer

- ODBC connections to other third party products

- creation of custom reports

- report writer training, upgrades and installations (other than at time of initial purchase)

Schedule "E"

Scope of Work – to be attached if applicable

Scope of Work
Final.pdf

Sample Form Change Order

Change Order

(a)   Contact & General Information

Date

Client _____   _____

Client

Contact   **Software**

Application _____
_____

Client Email

(b)
_____   _____

(c)   Description of Work

_____

Attachments: ☐

_____

(d)   Client Approval

000    $0.00
_____   _____   _____
Chargeable Hours   **Rate**   **Amount**

000   000
_____   _____
Non-Chargeable Hours   **Total Hours**

_____   _____
Client Signature   **Date**

Your signature serves as an acceptance of the "Amount" listed above as it relates to the description of work contained in this Change Order. Your signature also indicates you have reviewed and agree to the scope of work as detailed in any accompanying enclosures or attachments. This signed document indicates that you have provided all of the accurate information necessary to produce the work as stated in the above Change Order.

(e)   Internal Use Only

Customer #   Application #   Originated by #   PO#   0000000
_____   _____   _____   _____

<div align="center">**Schedule "G"**</div>

<div align="center">**CIS Infinity, Infinity.Link, Infinity.Mobile and Infinity.View License Fees**</div>

Server license is defined as one (1) server hosting CIS Infinity's server application and/or database. The server license allows unlimited individual CIS Infinity databases provided it is installed on the same server.

User license is defined as one (1) user logged into CIS Infinity. CIS Infinity may be installed on an unlimited number of workstations. A user license will be used for each user logged into any of the databases utilizing the server license, as defined above.

Infinity.Link license is defined as one (1) installation of Infinity.Link running on one (1) production server. Unlimited internet or network connections are permitted for one (1) license.

Notwithstanding anything to the contrary, no additional license or fees shall be required for installation and/or use of the Software for the purposes of disaster recovery.

The below price listing is provided for reference purposes only and is subject to change at any time without notification from Consultant.

One (1) CIS Infinity license costs $3,500.00

Server License fee tiers:

Tier 1: Server License fee to accommodate 1 to 5 users, inclusive is $50,000.

Tier 2: Server License fee to accommodate 6 to 10 users, inclusive is $50,000

Tier 3: Server License fee to accommodate 11 to 15 users, inclusive is $75,000

Tier 4: Server License fee to accommodate 16 to 20 users, inclusive is $75,000

Tier 5: Server License fee to accommodate 21 to 25 users, inclusive is $100,000

Tier 6: Server License fee to accommodate 26 to 30 users, inclusive is $100,000

Tier 7: Server License fee to accommodate 31 to 35 users, inclusive is $125,000

Tier 8: Server License fee to accommodate 36 to 40 users, inclusive is $145,000

Tier 9: Server License fee to accommodate 41 to 45 users, inclusive is $150,000

Tier 10: Server License fee to accommodate 46 to 50 users, inclusive is $150,000

Tier 11: Server License fee to accommodate 51 to 55 users, inclusive is $175,000

Tier 12: Server License fee to accommodate 56 to 60 users, inclusive is $175,000

Tier 13: Server License fee to accommodate 61 to 65 users, inclusive is $200,000

Tier 14: Server License fee to accommodate 66 to 70 users, inclusive is $200,000

Tier 15: Server License fee to accommodate 71 to 75 users, inclusive is $250,000

Tier 16: Server License fee to accommodate 76 to 80 users, inclusive is $275,000

Tier 17: Server License fee to accommodate 81 to 85 users, inclusive is $275,000

Tier 18: Server License fee to accommodate 86 to 90 users, inclusive is $285,000

Tier 19: Server License fee to accommodate 91 to 95 users, inclusive is $305,000

Tier 20: Server License fee to accommodate 96 to 100 users, inclusive is $340,000

Additional server license fee tiers are available for a higher number of users upon request.

Server license fees are cumulative. Server license fees paid previously by the Organization are deducted from the new server license fee if Organization increases the number of users and goes to a new server license fee tier, as described above.

Unless otherwise specified in the Support and Maintenance Agreement, the annual maintenance fee for CIS Infinity is 25% of the total license fees (server license fee plus total user license fees) due for CIS Infinity and is subject to the terms described in the Support and Maintenance Agreement.

The standard rate for ongoing services provided to the Organization outside of this agreement is at a minimum of $150.00/Hour.

Travel time, or the time it takes to get to and from the Organization's location or locations is $75.00/hour.

One (1) Infinity.Link license fee is $40,000. The annual maintenance fee for Infinity.Link is $10,000 and is subject to the terms described in the Support and Maintenance Agreement.

The standard fee for services to install Infinity.Link is $12,000. Other hours may be required depending on the scope of the work requested by the Organization.

An Infinity.View license is defined as one (1) installation of Infinity.View running on one (1) production server. Unlimited internet or network connections are permitted for one (1) license.

One (1) Infinity.View license fee is $15,000.Unless otherwise specified in the Support and Maintenance Agreement, the annual maintenance fee for Infinity.View is $5,000 and is subject to the terms described in the Support and Maintenance Agreement.

The standard fee for services to install Infinity.View is $3,000 hours at our standard rate. Other hours may be required depending on the scope of the work requested by the Organization.

An Infinity.Mobile license is defined as one (1) installation of Infinity.Mobile running on one (1) production server. Unlimited internet or network connections are permitted for one (1) license.

One (1) Infinity.Mobile license fee is $30,000. Unless otherwise specified in the Support and Maintenance Agreement, the annual maintenance fee for Infinity.Mobile is $10,000 and is subject to the terms described in the Support and Maintenance Agreement.

The standard fee for services to install Infinity.Mobile is $15,000 hours at our standard rate. Other hours may be required depending on the scope of the work requested by the Organization.

Schedule "H"

RFP – Consultant proposal to Organization

Advanced RFP
Response for Lee Sur

Schedule "I"

System Software – to be attached if applicable

Schedule "J"

<u>Hardware – to be attached if applicable</u>