

VERMONT SYSTEMS, INC.
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT


This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT ("Agreement"), is made and entered into on Nov 22 2000 by and between Vermont Systems, Inc., a Vermont corporation (hereinafter "VSI" or "Licensor", and **City of North Port, Florida** (hereinafter "Customer" or "Licensee"), collectively referred to herein as the "Parties" or singularly "Party".


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

ARTICLE 1 – Software License

- 1.1 VSI shall provide the Licensee and the Licensee agrees to accept a perpetual, non-transferable, and non-exclusive right to use the Licensed Software and Related Materials, as described in the attached Exhibit B price quote. The Licensed Software includes Related Materials, such as User Reference Manuals, Reports Manuals, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Database with Tutorials.
- 1.2 VSI uses the Progress OpenEdge V10 Development software to develop its' applications and deploys using the OpenEdge Deployment software that includes Client Networking, Web Client, Load Balancer, and Personal, Workgroup, or Enterprise RDBMS (embedded database) with RDBMS support for 4GL, SQL, ODBC, JDBC, and Enterprise Cluster Manager Integration, and OpenEdge Application Server, Basic and Enterprise Editions with Replication. Therefore, Progress software with RDBMS is required to operate the application software by platform type, and they are included in the attached Exhibit B.
- 1.3 The license granted herein authorizes the Customer to use the Licensed Software on the designated computer platform and to make copies of the Licensed Software for safe keeping purposes only.
- 1.4 A license is required for each network server or standalone workstation database, and the number of authorized user workstations permitted to use the Licensed Software is limited to the number listed in Exhibit B. The Licensee is responsible for maintaining an accurate record of the number of user workstations, and this number can be increased with written request to VSI and payment of the per user license and annual maintenance fees.
- 1.5 In the future, the Customer can license additional software under the terms of this Sales Agreement.
- 1.6 If the WebTrac software is being licensed, it requires a web server to link the Customer's database and transaction server with the internet. If VSI is providing a third party hosted web server, the fees will be included in Exhibit B. Further, the third party hosted requirements are listed in Exhibit C.

ARTICLE 2 – Annual Software Maintenance and Support Services

- 2.1 VSI shall provide the Licensee with Software Maintenance and Software Support services for the Licensed Software in accordance with VSI standard Sales and Support Policies, as described in Exhibit A. The extent of support services being provided are specifically listed in Exhibit B.
- 2.2 The Annual Software Maintenance support shall include distribution of product update releases, including software repairs and enhancements subsequent to the initial purchase. Annual software updates will be distributed in accordance with VSI standard Sales and Support Policies, as described in Exhibit A, while periodic program only updates are available at any time.
- 2.3  The Software Maintenance and Support fee will be billed annually, and it becomes effective on the first day of your January 1st—, May 1st—, July 1st—, or October 1st✓ fiscal year for one year (*Please ✓one*). New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year.
- 2.4 The required Software Maintenance and Support Agreement will automatically renew annually, unless the Licensee notifies VSI in writing that the Licensee is terminating VSI Maintenance Support.

 VSI Initials _____ Customer Initials _____

ARTICLE 3 – Software Training and Installation Services

- 3.1 Training is offered at the Customer site, at VSI (12 Market Place, Essex Junction, Vermont), and remotely based on a daily rate, as described in the VSI standard Sales and Support Policies, Exhibit A.
- 3.2 Any training services and estimated charges for each Licensee, including the number of training days, and travel, lodging, meals, and other expenses, are itemized in Exhibit B. All training dates must be mutually agreed upon by VSI and the Licensee. The Licensee can request a change of training dates and number of training days. However, if a change is made after travel arrangements have been completed, the Licensee will be responsible for any additional costs incurred as a result of the changes.
- 3.3 If VSI is providing Installation Services, such as hardware and network operating system installation and setup services, they will be listed in Exhibit B, as well.
- 3.4 The Licensee is responsible for reimbursing VSI for all reasonable expenses, such as travel, lodging, meals, and other expenses necessary to complete the training, as requested by the Customer. While the estimated out-of-pocket expenses are listed in Exhibit B, only the actual expenses will be billed to the Customer, unless the Customer requires a fixed price in advance.

ARTICLE 4 – Charges and Payment

- 4.1 The Licensed Software charges will be billed to the Customer when shipped or following the initial training session, and will be due within 30 days. Any additional charges will be billed, as incurred.
- 4.2 The initial Software License fee includes ground shipping of the software and electronic copies of all documentation. If special shipping is requested, the Customer shall pay all associated additional charges. VSI shipping terms for third party hardware and software are FOB Origin.
- 4.3 The Customer shall pay all applicable sales, consumer use, and other taxes required by law, unless it is exempt from any or all of these taxes. If tax-exempt, the Licensee must provide a tax exemption certificate.
- 4.4 VSI will invoice the Customer for training and installation services, along with travel and other expenses, immediately following the completion of each occurrence of training or other services.
- 4.5 If VSI is providing a third party hosted web server for WebTrac, the minimum commitment for this service is one year, and this fee will be billed annually in advance. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year.

ARTICLE 5 – Security of Programs

- 5.1 The Customer shall be solely responsible for the supervision and control of the licensed software to ensure that it is stored in a secure location for Customer use only and that no unauthorized and unlicensed third party gains access to it. VSI acknowledges that Florida Statutes Chapter 119, Public Records applies to this Agreement. VSI is claiming trade secret exemption under F.S. §119.071(1) (f) for all of its software and other trade secrets used for this Agreement and provided to Customer. In the event a public records request is made for software for which VSI has claimed an exemption, Customer shall promptly notify VSI, so that it may take legal action to protect its trade secrets. The Customer shall not be required to defend the trade secret status of VSI's software in the event a public records requestor disputes that status. Any disclosure required by F.S. Ch. 119 shall not be a breach of this Agreement.
- 5.2 Under no circumstances shall the Customer be authorized to perform Reverse Engineering of the software object code, in order to illegally generate source code.

ARTICLE 6 – Warranties

- 6.1 VSI warrants that it has the right to license the Licensed Software, and that there are no pending liens, claims, or encumbrances against the software.
- 6.2 VSI warrants that the software shall conform to its published specifications in the Related Materials, including, but not limited to, the Capabilities Summary, On-Line Help, Reports Manual, User Reference Manual, and Training Tutorials. VSI warrants that the software is merchantable, in that it will properly install and operate according to the specifications herein.
- 6.3 VSI warrants to the Customer that it is solvent, that it is not in bankruptcy proceedings or receivership, nor is it engaged in any proceedings, which would have an adverse effect on its ability to perform its obligations under this Agreement.

Handwritten signature

VSI Initials _____ Customer Initials _____

- 6.4 VSI warrants that there has been no violation of copyrights or patent rights in connection with the Licensed Software in this Agreement. VSI shall indemnify and save harmless the Licensee from any suit or proceeding brought against the Licensee by reason of any such infringement or any wrongful use. VSI will defend or settle any such claim, although the Licensee shall be entitled to be independently represented by counsel of its own choice.

ARTICLE 7 – Limitation of Liability

- 7.1 Except for the warranties specified in Section 6, VSI grants no warranties, expressed or implied, including, but not limited to any implied warranties of fitness for a particular purpose. Notwithstanding anything to the contrary in this Agreement, it is expressly agreed that VSI shall in no event be liable for special, incidental, indirect, or consequential damages, or for any loss or claim by the Customer.
- 7.2 The Parties agree that the laws of the State of Florida will govern this Agreement, and that the venue for legal resolution shall be in the City of North Port, Florida.

ARTICLE 8 – Risk of Loss

- 8.1 The risk of loss or destruction, regardless of the cause, shall be the responsibility of VSI until the Licensed Software and Related Materials have been delivered to the Customer's premises.
- 8.2 The Customer shall be responsible for verifying that the Licensed Software and Related Materials have been received, installed on the designated computer(s), and are operational, unless the Agreement specifies that VSI will install the Licensed Software as part of the on-site training.

ARTICLE 9 – Application Source Code

- 9.1 The Source Code for all VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 3 Main Street, Essex Junction, Vermont 05452. The source code held in escrow is updated after each software release. If VSI defaults in providing software maintenance support due to company failure, or discontinuance of said service by VSI or VSI's bankruptcy, then the source code will be made available to the Customer within 30 days of written notice by the Escrow Agent for Customer support use only.

ARTICLE 10 – Independent Contractor

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

ARTICLE 11 – Change Orders or Extensions

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

ARTICLE 12 – Authorization and Entire Agreement

- 12.1 Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights stated herein, and to perform the duties and obligations described herein.
- 12.2 This Agreement and the attached Exhibits A, B, and ___ constitute the entire Agreement between Vermont Systems and the Licensee.
- 12.3 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, then all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

Vermont Systems, Inc.

Authorized Signature

Kate W. Mitchell, Vice President

Printed Name and Title

Date

12/2/10

Licensee

Authorized Signature

Printed Name and Title

Date

Jim Blucher

JIM BLUCHER COMMISSION CHAIR

November 22, 2010

EXHIBIT A
Customer Sales and Support Policies 4/23/2010

1. SOFTWARE LICENSE:

The application software license is a one-time fee, which provides for the perpetual use of the software. While a deposit may be required, the full software license fee is due for all accounts within 30 days of completion of the first training session. The Progress OpenEdge V10 Application Server software and Personal, Workgroup, or Enterprise Relational Database Management System (RDBMS imbedded database) software licenses are also required to operate the VSI Windows Client application software.

2. ANNUAL SOFTWARE MAINTENANCE AND SUPPORT:

The required annual maintenance support fee is prorated from the first day of the installation month to the end of the first fiscal year, and thereafter, it is due annually on the first day of each new fiscal year. This fee includes the following: US and Canada 800 Telephone/Web Support for VSI and Progress software five (5) days/week, Monday-Friday, 8am-8pm ET, and availability of chargeable Extended Hours Pager Support Monday – Friday, 8pm–10pm ET, Saturday, Sunday, & Holidays 8am-5pm ET. Further, Pre-Arranged Non-Standard Hours Pager Support is also available, as described in Section 4 below. The following are included:

- Maintenance and repair of application software malfunctions with an acknowledgement response, as described in the Call Process, Section 5 below.
- One major application software upgrade every two years, along with multiple optional periodic updates. Major upgrades usually require a database conversion, while other periodic updates are program only. Enhancements are based primarily on user requests, but they also include an extensive number of VSI initiated improvements, all of which are added at the discretion of VSI. In its' quarterly newsletter, VSI notifies all Customers regarding the status and availability of all software releases. The same data is available on the VSI web site at all times. Customers must request all major software upgrades, which are distributed on a DVD with standard ground shipping. Program only updates can be downloaded via VSI's web page www.vermontsystems.com under Support or by requesting the update DVD at any time.
- One bi-annual database conversion by VSI via FTP or WebEx during standard VSI business hours. VSI FTP/WebEx database conversion services are only chargeable, if started and/or completed during non-standard VSI business hours (before 8am and after 5pm ET, Monday through Friday and on weekends and holidays).
- Federal and State regulatory requirement changes.
- User ID and Password login access to Customer Support and Downloads sections on VSI web site.
- Phone support to explain how to configure database, how system works, and how to prepare for implementation of certain functions, such as those listed below under Extended Dedicated Support.
- Updates to financial and other interfaces due to VSI application software modifications and not due to application software modifications by other vendors.

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

- Actual usage of Extended Hours Pager/Telephone Support at rates listed in Section 4 below.
- Pre-Arranged Non-Standard Extended Hours Pager/Telephone Support is chargeable with a minimum of four hours, which can be nonconsecutive, as described in Section 4 below.
- Any associated travel and out-of-pocket expenses for installation and training services.
- Installation and configuration of product enhancements or releases, database repairs, and more than one bi-annual database conversion are chargeable.
- Telephone support related to computer hardware, operating systems, networking, and reinstallation and configuration of application software is chargeable. If the hardware and software configurations are modified after VSI has completed on-site or telephone installation services, additional requested support services are chargeable.
- Telephone training, as a substitute for on-site training or classroom training at VSI, as well as for untrained operators, is chargeable. Refer to Sections 6 and 7 below for hourly pricing.
- Customized print programs and updates are chargeable at the rate listed under Section 6 below.
- Interfaces to export or import data from or to other application software databases are chargeable.
- Extended Dedicated Support to implement or change certain functions, such as 1) Switching from Cash to Accrual Accounting; 2) Reinstall WebTrac software on server; 3) Customize Splash Page; 4) Create Web Bypass Links; 5) WebTrac Style Sheets changes; and, 6) Database Support to analyze and correct out-of-balance condition.

3. PROGRAMMING ENHANCEMENTS:

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

4. VSI EXTENDED HOURS PAGER/TELEPHONE SUPPORT SERVICES PRICING:

Standard Extended Hours Pager/Telephone Support

Monday - Friday 8pm – 10pm ET, Saturday, Sunday, & Holidays 8am-5pmET - if extended hours support is actually provided, it is chargeable at \$95/hour in the US and Canada with a minimum of \$50 per call issue, which could involve multiple calls. Outside the US and Canada calls are chargeable at the rate of \$95/hour with a minimum of \$50 per call issue, plus \$.10/minute for telephone expense, unless the customer pays to call VSI.

Pre-Arranged Non-Standard Extended Hours Pager/Telephone Support

Non-Standard Extended Hours support may be pre-arranged by calling VSI at least one full business day in advance. While the stand-by rate is \$50/hour with a minimum of 4 hours, the actual extended pager support is chargeable in the US and Canada at \$140/hour with a minimum of \$70 per issue, which could involve multiple calls. Calls outside the US and Canada are chargeable at \$140/hour with a minimum of \$70/call issue, plus any outgoing telephone expense at \$.10 per minute.

5. SUPPORT CALL PROCESS:

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

Priority 1 – High

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

Priority 2 – Medium

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

Priority 3 – Low

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

Response Times

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

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

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

Escalation Process

In the event that VSI is unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in the Table of Service below, VSI will initiate escalation procedures at VSI's sole expense, except if due to hardware malfunctions, utility failures, air conditioning malfunctions, non VSI software problems, communications malfunctions, environmental problems, user errors or any other cause outside VSI's reasonable control, in which case VSI may charge the Customer at the hourly rates listed in Sections 4, 6, & 7. However, VSI will continue to assist the Customer to resolve the problem, even when VSI and Customer may not agree on the cause of the problem.

Table of Service Requirements.

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

Service Level Required	Priority 1	Priority 2	Priority 3
	(time measured from initial call to VSI)		
Initial Response Due	1 hour	4 hours	5 days
Correction identified and a mutually agreeable correction plan will be developed within	24 hours	7 days	As mutually agreed
Escalation Stage 1 (Support Managers)	12 hours	7 days	N/A
Stage 1 Status Report Intervals	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 2 (Vice President of Support)	24 hours	7 days	N/A
Stage 2 Status Report Intervals	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 3 (President)	72 hours	10 days	N/A

6. VSI SUPPORT SERVICES PRICING (Non-Military)

The US and Canada on-site training rate is \$680 per 8-hour day, plus out-of-pocket travel expenses. The VSI classroom-training rate is \$680 per 8-hour day for up to two trainees and \$150 per day for each additional trainee. Other services include 800-telephone training in the US and Canada at \$95/hour, programming at \$120/hour, and hardware and network configuration support services at \$800/day or \$120/hour. Any hours in excess of eight are chargeable. Travel time is charged at \$340 daily plus travel expenses.

7. VSI WEEKEND SUPPORT SERVICES PRICING (Non-Military):

The weekend training rate is \$1,020/day, while the hourly rate is \$130 with a two-hour minimum. If the Customer asks the VSI Trainer to stay over a weekend, in order to save on travel costs, and no training is provided, the rate is \$250/day, plus all normal travel expenses (lodging, meals, rental car, tolls).

8. ON-SITE TRAINING SHORT NOTICE CANCELLATION PENALTY:

If scheduled on-site training is cancelled with less than 3 weeks' notice, the Customer will be responsible for any travel expenses losses, as well as a \$500 penalty to partially offset VSI Trainer rescheduling costs.

9. TRAINING CANCELED DURING SCHEDULED ONSITE TRAINING WEEK:

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

10. TELEPHONE SUPPORT:

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

11. APPLICATION SOFTWARE SOURCE CODE:

The Source Code for the VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 3 Main Street, Essex Junction, Vermont 05452, Attn: Al Overton 802-878-3346. If VSI defaults in providing software maintenance support due to company failure, discontinuance of support services, or VSI's bankruptcy, the Escrow Agent will make the source code available to the Customer within 30 days of written notice by the Escrow Agent. The source code can only be used to support each VSI licensed customer.

12. DOCUMENTATION:

All documentation is provided electronically on a DVD by application and it includes the User Reference Manual, Installation Planning Guide, Reports Manual, Installation Instructions, On-Line Help, and Sample Database with Tutorial. Customers can print any number of copies needed to train their staffs and manage their operations. Hard copy manuals are available at \$75 each.

13. INSTALLATION PLANNING:

The installation planning process begins with the placing of your order. We will assist you to develop a plan, which will assign Customer and VSI responsibilities for the various elements required to successfully complete the installation and training.

14. THIRD PARTY VENDOR GENERAL LEDGER/CASH RECEIPTS INTERFACE PROCEDURES:

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

15. HARDWARE PAYMENT & WARRANTY:

Full payment for the hardware and systems software is due following delivery, after verification of the order. The verification process must be completed, so that all payments can be made within 30 days of delivery. The VSI supplied hardware includes Warranties from the manufacturers or distributors for specified periods. Please review the Warranty chart provided by VSI. After the warranty period or add-on warranty period, hardware vendors also provide time and materials maintenance support. Warranty and Maintenance Contract service provided on a Depot Basis can require several days to complete. Therefore, plan your purchases to include **spare critical units**, in order to provide your users with uninterrupted operations.

16. VSI POS HARDWARE SUPPORT:

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

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

Qualified POS Hardware Purchased from VSI – Full Support:

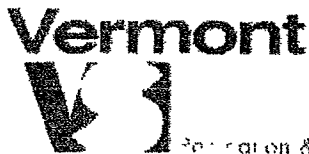
VSI will be responsible for ordering the properly configured hardware with the correct cables and other features, delivery, installation and configuration assistance, toll free telephone support, and warranty service arrangements, as needed.

Qualified POS Hardware Purchased from Another Source – Partial Support:

VSI is not responsible for resolving problems resulting from incorrectly ordered hardware, resulting installation and configuration problems, and warranty service arrangements. However, VSI will provide limited guidance and support, during the installation of the hardware. If issues are not resolved within a few minutes, then VSI will continue to provide toll free assistance at the standard VSI rate of \$95 per hour.

Non-Qualified POS Hardware Purchase from another Source – Limited Support:

VSI does not support non-VSI qualified POS hardware using our 800 support lines. However, if a customer calls for assistance and the VSI support person determines that the request is for a non-qualified product, he/she will discuss options as follows: 1) Select qualified hardware on the VSI price list, or 2) Discuss qualifying a new product with VSI management. If a customer requests VSI to consider qualifying a non-qualified product, we will evaluate the circumstances, and if justified, will attempt to qualify. In order to proceed, the customer must send an evaluation unit to VSI and we will attempt to qualify it at the rate of \$95/hour. The customer must specify a qualifying spending limit. If successful, VSI may or may not add the product to our price list. If added, VSI will continue to support the product as described under qualified hardware options. If not, any on-going qualifying that might be required, as a result of hardware or software upgrade changes, will be chargeable at \$95/hour.



Information & Software

Proposal Summary Pricing

VSI Quote Number: 18623

Please See Detail Breakdown
on Following Pages

EXHIBIT B

Description: RecTrac/WebTrac/PayTrac Final
Prepared For: City of North Port, North Port, FL
Contact Name: Nita Hester, GIS Administrator / IT Project
Contact Email: nhester@cityofnorthport.com
Approved By: Joshua Karson (joshuak@vermontsystems.com)

Phone Number: (941)429-7088
Fax Number:
Quote Date: 09/24/2010

Description	Purchase Price	Annual Maintenance	Estimated Shipping	Total Price
RecTrac - Workgroup Multi-User Software				
Application Software	\$8,550.00	\$1,940.00	\$0.00	\$10,490.00
Progress OpenEdge Software	\$1,710.00	\$388.00	\$0.00	\$2,098.00
VSI-Add ons	\$1,500.00	\$150.00	\$0.00	\$1,650.00
Support Services - Training & Travel Expenses	\$5,965.00	\$0.00	\$0.00	\$5,965.00
Total RecTrac:	\$17,725.00	\$2,478.00	\$0.00	\$20,203.00
ID Systems - Workgroup Multi-User Software				
Application Software	\$1,080.00	\$190.00	\$0.00	\$1,270.00
Progress OpenEdge Software	\$190.00	\$38.00	\$0.00	\$228.00
ID Card Hardware	\$3,010.00	\$0.00	\$55.00	\$3,065.00
Barcode Readers	\$590.00	\$0.00	\$26.00	\$616.00
Total ID Systems:	\$4,870.00	\$228.00	\$81.00	\$5,179.00
WebTrac - Basic Edition				
Application Software	\$5,575.00	\$1,365.00	\$0.00	\$6,940.00
Progress OpenEdge Software	\$1,115.00	\$273.00	\$0.00	\$1,388.00
VSI-Add ons	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Support Services - Training & Travel Expenses	\$3,403.00	\$0.00	\$0.00	\$3,403.00
Total WebTrac:	\$11,343.00	\$1,638.00	\$0.00	\$12,981.00
PayTrac - Application Software & Hardware				
Application Software	\$750.00	\$150.00	\$0.00	\$900.00
Printers	\$665.00	\$0.00	\$57.00	\$722.00
Total PayTrac:	\$1,415.00	\$150.00	\$57.00	\$1,622.00

VSI TOTALS

Application Software	\$15,955.00	\$3,645.00	\$0.00	\$19,600.00
Printers	\$665.00	\$0.00	\$57.00	\$722.00
Progress OpenEdge Software	\$3,015.00	\$699.00	\$0.00	\$3,714.00
ID Card Hardware	\$3,010.00	\$0.00	\$55.00	\$3,065.00
Barcode Readers	\$590.00	\$0.00	\$26.00	\$616.00
VSI-Add ons	\$2,750.00	\$150.00	\$0.00	\$2,900.00
Support Services - Training & Travel Expenses	\$9,368.00	\$0.00	\$0.00	\$9,368.00
Grand Totals:	\$35,353.00	\$4,494.00	\$138.00	\$39,985.00

(plus tax where applicable)



Recreation & Parks Software

RecTrac Workgroup Multi-User Software
Recreation Tracking Software
VSI Quote Number: 18623
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

EXHIBIT B

Description: RecTrac/WebTrac/PayTrac Final
 Prepared For: City of North Port, North Port, FL
 Contact Name: Nita Hester, GIS Administrator / IT Project
 Contact Email: nhester@cityofnorthport.com
 Approved By: Joshua Karson (joshuak@vermontsystems.com)

Phone Number: (941)429-7088
 Fax Number:
 Quote Date: 09/24/2010

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint
<u>Application Software</u>					
1	Each	Activity Registration (V-RT-MU-AR)	\$2,450.00	\$2,450.00	\$440.00
1	Each	Facility Reservations (V-RT-MU-FR)	\$2,450.00	\$2,450.00	\$440.00
1	Each	Pass Management Photo (V-RT-MU-PM)	\$2,450.00	\$2,450.00	\$440.00 ₁
1	Each	Incident Processing and Reporting (V-RT-MU-IC)	\$0.00	\$0.00	\$0.00
1	Each	Systems Administration (required) (V-RT-MU-SA)	\$300.00	\$300.00	\$300.00 ₂
8	Each	Additional Users Over 2 (concurrent) (V-RT-MU-AU)	\$300.00	\$2,400.00	\$320.00
1	Each	VSI-Florida User Discount (VSI-DISCOUNT WRKGRP)	\$1,500.00-	\$1,500.00-	\$0.00
Total Application Software:				\$8,550.00	\$1,940.00
<u>Progress OpenEdge Software</u>					
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$1,710.00	\$1,710.00	\$388.00 ₃
Total Progress OpenEdge Software:				\$1,710.00	\$388.00
<u>VSI-Add ons</u>					
1	Each	VSI General Ledger Interface (V-RT-IN-GL)	\$750.00	\$750.00	\$150.00 ₄
1	Each	Activity Registration Custom Brochure Interface (VSI-I-AR)	\$750.00	\$750.00	\$0.00
Total VSI-Add ons:				\$1,500.00	\$150.00
<u>Support Services - Training & Travel Expenses</u>					
5	Day(s)	Municipal, On-Site, Installation & Training (X-S-TNG-01)	\$680.00	\$3,400.00	\$0.00
1	Day(s)	Travel time - per day (X-S-TNG-09)	\$340.00	\$340.00	\$0.00
5	Each	Travel expenses - per day (estimated) (X-X-EXP)	\$325.00	\$1,625.00	\$0.00 ₅
1	Each	Airfare for travel (estimated) (X-X-AIR)	\$600.00	\$600.00	\$0.00
Total Support Services - Training & Travel Expenses:				\$5,965.00	\$0.00

Total Software, Hardware and Support Services

\$17,725.00

\$2,478.00

Grand Total - RecTrac:

\$20,203.00

(plus tax where applicable)



Recreation & Parks Software

**ID Systems Workgroup Multi-User Software
Pass Management Photo/Plastic Photo ID Card System
VSI Quote Number: 18623**

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

EXHIBIT B

Description: **RecTrac/WebTrac/PayTrac Final**
Prepared For: **City of North Port, North Port, FL**
Contact Name: **Nita Hester, GIS Administrator / IT Project**
Contact Email: **nhester@cityofnorthport.com**
Approved By: **Joshua Karson (joshuak@vermontsystems.com)**

Phone Number: **(941)429-7088**
Fax Number:
Quote Date: **09/24/2010**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping	Annual Maint
<u>Application Software</u>						
1	Each	Pass Mgmt - ID Integration (Wkgroup) (V-RT-MU-PMI)	\$950.00	\$950.00	\$0.00	\$190.00
1	Each	Create Photo ID Card Layout (S-PID LAYOUT)	\$130.00	\$130.00	\$0.00	\$0.00
Total Application Software:				\$1,080.00	\$0.00	\$190.00
<u>Progress OpenEdge Software</u>						
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$190.00	\$190.00	\$0.00	\$38.00
Total Progress OpenEdge Software:				\$190.00	\$0.00	\$38.00
<u>ID Card Hardware</u>						
1	Each	Polaroid P4000e ID Card Printer Cover (H-PID-PL-10-X-CV)	\$35.00	\$35.00	\$4.00	\$0.00
1	Each	Polaroid P4000e 1-Side Photo ID Cd Printer,USB,3YR (H-PID-PL-02-U)	\$2,275.00	\$2,275.00	\$37.00	\$0.00
2	Each	P3000/P4000 Color Ribbon 500 Cards/rib w/cleaning (S-PID-PL-11)	\$175.00	\$350.00	\$6.00	\$0.00
1	Each	Polaroid P4000 Ethernet Network Card (H-PID-PL-09-X-ET)	\$240.00	\$240.00	\$3.00	\$0.00
1	Each	Blank White PVC Cards- 30Mil (1000 each) (PID-PVC-C-30)	\$110.00	\$110.00	\$5.00	\$0.00
Total ID Card Hardware:				\$3,010.00	\$55.00	\$0.00
<u>Barcode Readers</u>						
2	Each	MK7120MetrologicOrbit OmnidirLaserScannerUSBBlack (H-BCR-ML-04-U)	\$295.00	\$590.00	\$26.00	\$0.00
Total Barcode Readers:				\$590.00	\$26.00	\$0.00
Total Software, Hardware and Support Services				\$4,870.00	\$81.00	\$228.00
Grand Total - ID Systems:					\$5,179.00	
						(plus tax where applicable)



Perception & Works Software

WebTrac Basic Edition
Real-Time Internet Software
VSI Quote Number: 18623

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

EXHIBIT B

Description: **RecTrac/WebTrac/PayTrac Final**
 Prepared For: **City of North Port, North Port, FL**
 Contact Name: **Nita Hester, GIS Administrator / IT Project**
 Contact Email: **nhester@cityofnorthport.com**
 Approved By: **Joshua Karson (joshuak@vermontsystems.com)**

Phone Number: (941)429-7088
 Fax Number:
 Quote Date: 09/24/2010

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint
<u>Application Software</u>					
1	Each	Web Internet Software (V-WT-SU-IS)	\$3,750.00	\$3,750.00	\$750.00 ⁸
1	Each	WebTrac Activity Registrations (V-WT-SU-AR)	\$950.00	\$950.00	\$190.00 ⁹
1	Each	WebTrac Facility Reservations (V-WT-SU-FR)	\$750.00	\$750.00	\$150.00 ⁹
1	Each	WebTrac Pass/ID Card Registrations (V-WT-SU-PM)	\$750.00	\$750.00	\$150.00 ⁹
1	Each	25 Additional RecTrac Users for WebTrac(1/Agent) (V-WT-SU-AU)	\$625.00	\$625.00	\$125.00
1	Each	VSI-Florida WebTrac User Discount (VSI-WEB DISCOUNT1-15)	\$1,250.00-	\$1,250.00-	\$0.00
Total Application Software:				\$5,575.00	\$1,365.00
<u>Progress OpenEdge Software</u>					
1	Each	OpenEdge V10 Application Server & OE RDBMS (T-PG-SU-WB)	\$1,115.00	\$1,115.00	\$273.00 ¹⁰
Total Progress OpenEdge Software:				\$1,115.00	\$273.00
<u>VSI-Add ons</u>					
1	Each	WebTrac Standard Brochure interface (V-WT-IN-SB)	\$0.00	\$0.00	\$0.00 ¹¹
1	Each	WebTrac First Style Sheet Service Initial & Major (V-WT-IN-SS-1)	\$750.00	\$750.00	\$0.00 ¹²
1	Each	Standard Splash Page Options (V-WT-CP-SP)	\$500.00	\$500.00	\$0.00 ¹³
Total VSI-Add ons:				\$1,250.00	\$0.00
<u>Support Services - Training & Travel Expenses</u>					
2.5	Day(s)	Municipal, On-Site, Installation & Training (X-S-TNG-01)	\$680.00	\$1,700.00	\$0.00
1	Day(s)	Travel time - per day (X-S-TNG-09)	\$340.00	\$340.00	\$0.00
2.5	Each	Travel expenses - per day (estimated) (X-X-EXP)	\$325.00	\$812.50	\$0.00 ⁵
1	Each	Airfare for travel (estimated) (X-X-AIR)	\$550.00	\$550.00	\$0.00
Total Support Services - Training & Travel Expenses:				\$3,403.00	\$0.00
Total Software, Hardware and Support Services				\$11,343.00	\$1,638.00
Grand Total - WebTrac:				\$12,981.00	
				(plus tax where applicable)	



Registration & Parks Software

PayTrac Application Software & Hardware
Credit and Debit Card, Electronic Check, & Gift Card Interface
VSI Quote Number: 18623

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

EXHIBIT B

Description: RecTrac/WebTrac/PayTrac Final
Prepared For: City of North Port, North Port, FL
Contact Name: Nita Hester, GIS Administrator / IT Project
Contact Email: nhester@cityofnorthport.com
Approved By: Joshua Karson (joshuak@vermontsystems.com)

Phone Number: (941)429-7088
Fax Number:
Quote Date: 09/24/2010

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping	Annual Maint
<u>Application Software</u>						
1	Each	VSI Credit Card External Redirect Interface (V-PT-IN-ERI)	\$750.00	\$750.00	\$0 00	\$150.00 ¹⁴
Total Application Software:				\$750.00	\$0.00	\$150.00
<u>Printers</u>						
2	Each	Ithaca 280, USB, 40 Col, Dark Gray (H-PRT-IT-01-U-BK)	\$295.00	\$590.00	\$30.00	\$0.00
1	Each	Ithaca 1 Ply Thermal Paper, Plain, 50 Rolls/Case (S-PRT-IT-THB-01)	\$75.00	\$75.00	\$27.00	\$0 00
Total Printers:				\$665.00	\$57.00	\$0.00

Total Software, Hardware and Support Services	\$1,415.00	\$57.00	\$150.00
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Grand Total - PayTrac:

\$1,622.00

(plus tax where applicable)



RecTrac & GolfTrac Software

Proposal Summary Pricing VSI Quote Number: 18623

Please See Detail Breakdown
on Following Pages

EXHIBIT B

Description: RecTrac/WebTrac/PayTrac Final
Prepared For: City of North Port, North Port, FL
Contact Name: Nita Hester, GIS Administrator / IT Project
Contact Email: nhester@cityofnorthport.com
Approved By: Joshua Karson (joshuak@vermontsystems.com)

Phone Number: (941)429-7088
Fax Number:
Quote Date: 09/24/2010

- 1 Standard PMP software enables (optional) capture of photo image during registration, and display of photo during Visit Check-in. You can also add the PMP ID software interface to print multi-color plastic photo ID cards.
- 2 The Workgroup System is quoted for those organizations with 2-39 concurrent users. The pricing for the actual number of licensed concurrent users is found on the RecTrac quote page under the Application Software section. Two concurrent users are included with the purchase of the first RecTrac module. Additional concurrent users are priced as Additional Users Over 2 (concurrent).
- 3 VSI uses 4GL Progress V10 OpenEdge software to develop and deploy its' Release 10 software applications. The Progress' software includes Client Networking, WebClient, SQL Client Access, ODBC/JDBC Drivers, & AppServer Internet Adapter. VSI also embeds the required Progress OpenEdge Workgroup RDBMS (Relational Database Management Software) with its' applications.
- 4 You can select any of the current nearly 100 standard GL interfaces and 4 AP interfaces at this price. If a custom interface is needed, VSI will provide a quote, after reviewing the requirements. The implementation procedures for all interfaces are as follows: The VSI trainer will select (default) the appropriate vendor interface in RecTrac/GolfTrac and show customer how to generate the batch export file that contains the summary or detailed transactions for the day (or any date range). At this point, it is the customer's responsibility to contact the financial software vendor to arrange for assistance to import the batch file for posting to the cash receipts or general ledger system.
- 5 The included expenses are ESTIMATED for airfare, lodging, meals, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip.
- 6 Polaroid ID Card Printer- P4000e includes 3 Year Hot Swap Out Depot Warranty Service with Ground Shipping. All Parts & Labor including the Printhead are included in the initial 2 Year Warranty for both. The Hot Swap Warranty Service also includes the Printhead. Each color ribbon prints 500 cards for a cost per card of \$.35 @ plus each blank card at \$.11 for total per card of \$.46.

The P4000e has an Ethernet option. We do have an exchange policy should you desire to upgrade from the standard P4000e printer to the network capable model. Should you change your mind within 30 days of receiving the standard P4000e printer, you may return the printer and be credited, minus a 25% restocking fee, if the printer is still unused and in original packaging. If the printer has been used within the 30 day window, it may be returned and you will be credited for 50% of the purchase price.
- 7 Each Polaroid ribbon includes a Cleaning Roller, Cleaning Card, and Snap Swab. A cleaning kit must be purchased for each Zebra printer, so add the cost of \$45/kit. Visible Light and Infrared bar code readers read bar codes printed with YMCKO ribbons.
- 8 WebTrac enables your customers to process RecTrac transactions real-time using a browser via the internet.
- 9 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.
- 10 VSI uses the Progress Application Development & Deployment software to develop and deploy our Web applications that provide real-time Web transaction processing in RecTrac and GolfTrac.
- 11 The WebTrac base pricing includes one of 3 standard brochure options. If you desire something other than one of the 3 standard options, a fee of 1000.00 will be charged for the custom programming.
- 12 VSI will customize the WebTrac stylesheet to match the appearance of your web site as closely as possible. After you have finalized your WebTrac page specifications, you will be asked to sign an approval form. VSI will provide the stylesheet programming services and then you will be asked to verify that the results match your specs. If you asked for additional changes following the completion of the initial styling then each major change request is priced at \$750.00. Minor & Seasonal change requests are priced at \$375.00 each.
- 13 The Standard Splash Page Option gives you the choice of one of 10 Standard Splash page options. Our 10 standards are available on our website to "try out", helping you to decide which option is best for your organization. If you want design changes to any of the standards, we will provide you a quote for Custom Programming @ \$120/hour.



Registration & Parks Software

Proposal Summary Pricing
VSI Quote Number: 18623

Please See Detail Breakdown
on Following Pages

EXHIBIT B

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Prepared For: **City of North Port, North Port, FL**
Contact Name: **Nita Hester, GIS Administrator / IT Project**
Contact Email: **nhester@cityofnorthport.com**
Approved By: **Joshua Karson (joshuak@vermontsystems.com)**

Phone Number: **(941)429-7088**
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Quote Date: **09/24/2010**

-
- 14 Depending on the Gateway you select, there could be setup fees charged by the Gateway up to \$150 per merchant account. There also could be transaction fees up to .075 cents per transaction.