

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

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT ("Agreement"), is made and entered into this **6th** day of **October, 2008**, by and between Vermont Systems, Inc., a Vermont corporation (hereinafter "VSI" or "Licensor", and the **City of Clearwater, Florida** (hereinafter "Customer" or "Licensee"), collectively referred to herein as the "Parties".

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 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. Prior to the first quarter 2007 V10 releases, VSI developed and deployed using Progress V9 products.
- 1.3 The license 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 a written notice to VSI, along with payment of the per user license and annual maintenance fees.
- 1.5 As an alternative to purchasing the standard WebTrac software license, VSI also offers a transaction fee based option. This option requires a minimum monthly fee with a one-year minimum. At any time, the Licensee can convert from a transaction fee agreement to a purchase agreement by deducting 75% of the total transaction fees paid from the total current WebTrac and Progress license fees plus annual maintenance fees listed in Article 2.5 below.

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.
- 2.5 The Licensee can convert from a transaction fee agreement to a purchase agreement, as described in Article 1.5 above. In doing so, the cumulative annual maintenance fees for WebTrac and the Progress software would be added to licenses fees before deducting 75% of the total of the transaction fees paid.



ARTICLE 3 – Software Training and Installation Services

- 3.1 Training is offered at the Customer site, as well as at VSI at 12 Market Place, Essex Junction, Vermont, 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 Agreement 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 in accordance with *Florida Prompt Payment Act, F. S. Secs. 255.0705-255.078*. Any additional charges will be billed, as incurred.
- 4.2 The initial Software License fee includes ground shipping, one set of hard copy manuals, and electronic copies to print additional hard copies. 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.

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.
- 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.
- 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.


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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 *Pinellas County, 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

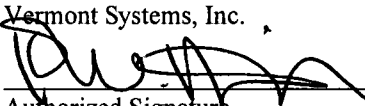
- 11.1 The Customer may require changes in the scope of services to be performed by VSI. Such changes, including any increase or decrease in compensation amount, must be mutually agreed upon in writing by the Licensee and VSI. VSI shall be compensated for all authorized changes in services.

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 and B 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.

Licensee


Authorized Signature

Authorized Signature

Kate W. Mitchell, Vice President
Printed Name and Title

Printed Name and Title

10/16/08
Date

Date

Countersigned: CITY OF CLEARWATER, FLORIDA

By: *Jim Silverwood* Acting for:
William B. Horne II
City Manager

Approved as to form:

Leslie K. Dougall-Sides
Leslie K. Dougall-Sides
Assistant City Attorney

Attest:

Cynthia E. Goudeau
Cynthia E. Goudeau
City Clerk

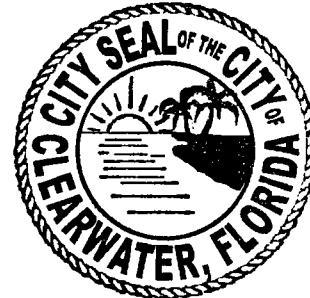


EXHIBIT A

Customer Sales and Support Policies 3/18/2008

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 in accordance with the *Florida Prompt Payment Act, F. S. Secs. 255.0705-255.078*. The Progress OpenEdge V10 Application Server and Personal, Workgroup, or Enterprise RDBMS (imbedded database) software licenses are also required to operate the VSI Windows Client Networking and Web Client application software.

2. **SOFTWARE TRANSACTION FEE LICENSE:**

The WebTrac and Progress web software can be optionally licensed on a per transaction fee basis. While there is no initial license purchase, the transaction fee agreement does require a minimum monthly fee with a one year minimum, as listed in Exhibit B. At any time, the Licensee can convert from a transaction fee agreement to a purchase agreement by deducting 75% of the total transaction fees paid from the total purchase fee.

3. **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 Support for VSI and Progress software five (5) days/week, Monday-Friday, 8am-8pm ET, and availability of chargeable Extended Hours Pager Support, as described in Number 6 below. Saturday, Sunday, & Holiday Extended Hours Pager Support and Pre-Arranged Non-Standard Hours Pager Support are available.
- Maintenance and repair of application software malfunctions with reasonable acknowledgement response.
- One major application software upgrade, along with multiple optional periodic updates, during the year. Major upgrades usually require a database conversion, while other periodic updates are program only. While enhancements are based primarily on user requests, 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 CD with standard ground shipping. Program only updates can be downloaded via VSI's web page www.vermontsystems.com under Support or request the update CD at any time.
- One no charge database conversion at VSI per year via FTP, except for those requiring onsite conversion.
- Federal and State regulatory requirement changes.

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

- Actual usage of Extended Hours Pager/Telephone Support at rates listed in Number 6 below.
- Pre-Arranged Non-Standard Extended Hours Pager/Telephone Support is chargeable with a minimum of four hours, which can be nonconsecutive. (See #6)
- 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 database conversion per year 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 Item # 7 for hourly pricing.
- Customized print programs and updates are chargeable at the rate listed under Item # 7.
- Interfaces to export or import data from or to other application software databases are chargeable.

4. **TRANSACTION FEE BASED SOFTWARE MAINTENANCE AND SUPPORT:**

The optional WebTrac and Progress transaction fee agreement includes the same software maintenance and support as described in Section 3 above for the software purchase agreement.



5. **PROGRAMMING ENHANCEMENTS:**

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

6. **VSI EXTENDED HOURS PAGER/TELEPHONE SUPPORT SERVICES PRICING:**

Standard Extended Hours Pager/Telephone Support

Saturday, Sunday, & Holidays - 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 \$80/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 \$125/hour with a minimum of \$70/call issue, plus any outgoing telephone expense at \$.10 per minute.

7. **VSI SUPPORT SERVICES PRICING:**

The US and Canada on-site training rate is \$625 per 8-hour day and \$700 per 8-hour day outside the US and Canada, plus out-of-pocket travel expenses. The VSI classroom-training rate is \$625 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 and military OCONUS travel time, in accordance with DoD Joint Travel Regulations (JTR) are charged at \$300 daily plus travel expenses.

8. **VSI WEEKEND SUPPORT SERVICES PRICING:**

The weekend training rate is \$925/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).

9. **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.

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:**

One hard copy each of the Operator Reference Manual and Installation Planning Guide and the Reports Manual on CD are included with the VSI application software, Progress software, and imbedded Progress RDBMS. Electronic copies of each of the above documents, as well as a Tutorial for the standard demonstration database, are included on the software installation CD-ROM for printing additional copies. Documentation updates are also furnished to all customers via CD-ROM, along with new software releases. Additional hard copy documents are available at \$75 each. On-Line Help documentation is included with all RecTrac, GolfTrac, MainTrac, FinTrac, TeleTrac, WebTrac, and Access Control software releases.

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 neither responsible for importing the batch files into any third party application software, nor for contacting the third party 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 in accordance with the *Florida Prompt Payment Act, F. S. Secs. 255-0705-255.078*. 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, we offer 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 with 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, 800 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 800 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.

[Handwritten signature]



Proposal Summary Pricing VSI Quote Number: 6515

Description: Sales Agreement Exhibit B
 Prepared For: Clearwater Parks & Recreation, Clearwater, FL
 Contact Name: Scott Yates, IT
 Contact Email: scott.yates@myclearwater.com
 Approved By: Robert Willey (bobw@vermontsystems.com)

Phone Number: (727)562-4841
 Fax Number:
 Quote Date: 09/29/2008

Description	Purchase Price	Annual Maintenance	Estimated Shipping	Total Price
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RecTrac - Workgroup Multi-User Software (2-39 Users)

Application Software	\$15,705.00	\$3,100.00	\$0.00	\$18,805.00
Progress OpenEdge Software	\$3,141.00	\$620.00	\$0.00	\$3,761.00
VSI-Add ons	\$750.00	\$0.00	\$0.00	\$750.00
Support Services - Training & Travel Expenses	\$14,400.00	\$0.00	\$0.00	\$14,400.00
Total RecTrac:	\$33,996.00	\$3,720.00	\$0.00	\$37,716.00

ID Systems - Workgroup Multi-User Software (2-39 Users)

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	\$3,235.00	\$0.00	\$47.00	\$3,282.00
Barcode Readers	\$150.00	\$0.00	\$10.00	\$160.00
Cameras	\$160.00	\$0.00	\$8.00	\$168.00
Support Services - Training & Travel Expenses	\$925.00	\$0.00	\$0.00	\$925.00
Total ID Systems:	\$5,740.00	\$228.00	\$65.00	\$6,033.00

WebTrac - Workgroup Edition (16-39 Users)

Application Software	\$8,150.00	\$1,630.00	\$0.00	\$9,780.00
Progress OpenEdge Software	\$1,630.00	\$326.00	\$0.00	\$1,956.00
VSI-Add ons	\$750.00	\$0.00	\$0.00	\$750.00
Support Services - Training & Travel Expenses	\$3,875.00	\$0.00	\$0.00	\$3,875.00
Total WebTrac:	\$14,405.00	\$1,956.00	\$0.00	\$16,361.00

PayTrac - Application Software & Hardware

Application Software	\$750.00	\$300.00	\$0.00	\$1,050.00
Total PayTrac:	\$750.00	\$300.00	\$0.00	\$1,050.00

Hardware - (VSI Qualified)

Total Hardware:	\$0.00	\$0.00	\$0.00	\$0.00
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VSI TOTALS

Application Software	\$25,685.00	\$5,220.00	\$0.00	\$30,905.00
Progress OpenEdge Software	\$4,961.00	\$984.00	\$0.00	\$5,945.00
ID Card Hardware	\$3,235.00	\$0.00	\$47.00	\$3,282.00
Barcode Readers	\$150.00	\$0.00	\$10.00	\$160.00
VSI-Add ons	\$1,500.00	\$0.00	\$0.00	\$1,500.00
Cameras	\$160.00	\$0.00	\$8.00	\$168.00
Support Services - Training & Travel Expenses	\$19,200.00	\$0.00	\$0.00	\$19,200.00
Grand Totals:	\$54,891.00	\$6,204.00	\$65.00	\$61,160.00



RecTrac Workgroup Multi-User Software (2-39 Users)

Recreation Tracking Software

VSI Quote Number: 6515

Please Review Notes on Last Page

Software Pricing Is Valid For 120 Days

Hardware Pricing Is Subject to Change

Description: Sales Agreement Exhibit B
 Prepared For: Clearwater Parks & Recreation, Clearwater, FL
 Contact Name: Scott Yates, IT
 Contact Email: scott.Yates@myclearwater.com
 Approved By: Robert Willey (bobw@vermontsystems.com)

Phone Number: (727)562-4841
 Fax Number:
 Quote Date: 09/29/2008

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint
Application Software					
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	Each	Point-of-Sale/Inventory Control/Tickets (V-RT-MU-PS)	\$2,450.00	\$2,450.00	\$440.00
1	Each	League Scheduling (V-RT-MU-LS)	\$1,950.00	\$1,950.00	\$350.00
1	Each	Incident Processing and Reporting (V-RT-MU-IC)	\$0.00	\$0.00	\$0.00
1	Each	Systems Administration (required) (V-RT-MU-SA)	\$300.00	\$300.00	\$270.00
18	Each	Additional Users Over 2 (concurrent) (V-RT-MU-AU)	\$300.00	\$5,400.00	\$720.00
1	Each	Software Trade-up to VSI Price Benefit (VSI-DISCOUNT WRKGRP)	\$1,745.00-	\$1,745.00-	\$0.00
Total Application Software:				\$15,705.00	\$3,100.00
Progress OpenEdge Software					
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$3,141.00	\$3,141.00	\$620.00
Total Progress OpenEdge Software:				\$3,141.00	\$620.00
VSI-Add ons					
1	Each	VSI General Ledger Interface (Ross) (V-RT-IN-GL)	\$750.00	\$750.00	\$0.00
Total VSI-Add ons:				\$750.00	\$0.00
Other Available Products of Interest					
Activity Registration Custom Brochure Interface Price: \$750.00					
Support Services - Training & Travel Expenses					
12	Day(s)	Installation & Training (S-TR-MUNI-OS)	\$625.00	\$7,500.00	\$0.00
3	Day(s)	Travel time - per day (S-TRAVEL)	\$300.00	\$900.00	\$0.00
12	Each	Travel expenses - per day (estimated) (S-OTHEXP)	\$300.00	\$3,600.00	\$0.00
3	Each	Airfare for travel (estimated) (S-AIR FARE)	\$800.00	\$2,400.00	\$0.00
Total Support Services - Training & Travel Expenses:				\$14,400.00	\$0.00
Total Software, Hardware and Support Services				\$33,996.00	\$3,720.00
Grand Total - RecTrac:				\$37,716.00	



ID Systems Workgroup Multi-User Software (2-39 Users) Pass Management Photo/Plastic Photo ID Card System VSI Quote Number: 6515

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

Description: Sales Agreement Exhibit B
Prepared For: Clearwater Parks & Recreation, Clearwater, FL
Contact Name: Scott Yates, IT
Contact Email: scott.Yates@myclearwater.com
Approved By: Robert Willey (bobw@vermontsystems.com)

Phone Number: (727)562-4841
Fax Number:
Quote Date: 09/29/2008

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping	Annual Maint
<u>Application Software</u>						
1	Each	Pass Mgmt - ID Integration (Wkgroup) (VSI-PMIU-M)	\$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	Magocard Rio2e 1-Side ID Card Printer, USB (PID-RIO)	\$2,600.00	\$2,600.00	\$20.00	\$0.00
3	Each	Rio/Tango Color Ribbon, 350 Cards/Ribbon (PID-R/T-CR)	\$150.00	\$450.00	\$9.00	\$0.00
1	Each	Blank White PVC Cards- 30Mil (1000 each) (PID-PVC-C-30)	\$110.00	\$110.00	\$12.00	\$0.00
1	Each	Cleaning Kit 10 Cards 2 Pens/3 Cleaning Rollers (PID-R/T 10 KIT)	\$40.00	\$40.00	\$3.00	\$0.00
1	Each	Rio/Tango Printer Dust Cover (PID R/T COVER)	\$35.00	\$35.00	\$3.00	\$0.00
Total ID Card Hardware:				\$3,235.00	\$47.00	\$0.00
<u>Barcode Readers</u>						
1	Each	Omni Bar Code Reader/Decoder, USB Interface (OMNI-BC-U)	\$150.00	\$150.00	\$10.00	\$0.00
Total Barcode Readers:				\$150.00	\$10.00	\$0.00
<u>Cameras</u>						
1	Each	QKCam Orbit AF Camera (PID-LORBIT AF)	\$160.00	\$160.00	\$8.00	\$0.00
Total Cameras:				\$160.00	\$8.00	\$0.00
<u>Support Services - Training & Travel Expenses</u>						
1	Day(s)	Installation & Training (S-TR-MUNI-OS)	\$625.00	\$625.00	\$0.00	\$0.00
1	Each	Travel expenses - per day (estimated) (S-OTHEXP)	\$300.00	\$300.00	\$0.00	\$0.00
Total Support Services - Training & Travel Expenses:				\$925.00	\$0.00	\$0.00
Total Software, Hardware and Support Services				\$5,740.00	\$65.00	\$228.00
Grand Total - ID Systems:					\$6,033.00	



WebTrac Workgroup Edition (16-39 Users)
Real-Time Internet Software
VSI Quote Number: 6515
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: **Sales Agreement Exhibit B**
 Prepared For: **Clearwater Parks & Recreation, Clearwater, FL**
 Contact Name: **Scott Yates, IT**
 Contact Email: **scott.Yates@myclearwater.com**
 Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: **(727)562-4841**
 Fax Number:
 Quote Date: **09/29/2008**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint
<u>Application Software</u>					
1	Each	Web Internet Software (V-WT-MU-IS)	\$5,450.00	\$5,450.00	\$1,090.00 ⁶
1	Each	WebTrac Activity Registrations (V-WT-MU-AR)	\$1,450.00	\$1,450.00	\$290.00 ⁷
1	Each	25 Additional RecTrac Users for WebTrac(1/Agent) (V-WT-MU-AU)	\$1,250.00	\$1,250.00	\$250.00
Total Application Software:				\$8,150.00	\$1,630.00
<u>Other Available Products of Interest</u>					
eRecTrac Internet RecTrac Staff Access Price: \$1,950.00 / Maintenance: \$390.00					
<u>Progress OpenEdge Software</u>					
1	Each	OpenEdge V10 Application Server (VSI-WSP/39)	\$1,630.00	\$1,630.00	\$326.00 ⁸
Total Progress OpenEdge Software:				\$1,630.00	\$326.00
<u>VSI-Add ons</u>					
1	Each	WebTrac Standard Brochure interface (V-WT-IN-SB)	\$0.00	\$0.00	\$0.00 ⁹
1	Each	WebTrac First Style Sheet Service Intital & Major (V-WT-IN-SS-1)	\$750.00	\$750.00	\$0.00 ¹⁰
Total VSI-Add ons:				\$750.00	\$0.00
<u>Other Available Products of Interest</u>					
WebTrac Customized Activity Brochure Price: \$750.00					
<u>Support Services - Training & Travel Expenses</u>					
3	Day(s)	Installation & Training (S-TR-MUNI-OS)	\$625.00	\$1,875.00	\$0.00
1	Day(s)	Travel time - per day (S-TRAVEL)	\$300.00	\$300.00	\$0.00
3	Each	Travel expenses - per day (estimated) (S-OTHEXP)	\$300.00	\$900.00	\$0.00 ⁵
1	Each	Airfare for travel (estimated) (S-AIR FARE)	\$800.00	\$800.00	\$0.00
Total Support Services - Training & Travel Expenses:				\$3,875.00	\$0.00
Total Software, Hardware and Support Services				\$14,405.00	\$1,956.00
Grand Total - WebTrac:				\$16,361.00	



PayTrac Application Software & Hardware
Credit and Debit Card, Electronic Check, & Gift Card Interface
VSI Quote Number: 6515
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

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 Approved By: **Robert Willey (bobw@vermontsystems.com)**

Phone Number: **(727)562-4841**
 Fax Number:
 Quote Date: **09/29/2008**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping	Annual Maint
<u>Application Software</u>						
1	Each	VSI-PlugNPay Credit Card Interface (VSI-I-CC-PP)	\$750.00	\$750.00	\$0.00	\$150.00 ¹¹
1	Each	PayTrac PCI DDS Certification Fee (VSI-I-PTC)	\$0.00	\$0.00	\$0.00	\$150.00
Total Application Software:				\$750.00	\$0.00	\$300.00

Printers

Other Available Products of Interest

Ithaca 280, USB, 3.15"J, 40 Col, Black Price: \$295.00
 Ithaca 1 Ply Thermal Paper 50 Rolls/Case Price: \$75.00

Magstripe Readers

Other Available Products of Interest

MR3010 Magnetic Stripe Reader/Decoder, USB Price: \$98.00

Total Software, Hardware and Support Services			\$750.00	\$0.00	\$300.00
Grand Total - PayTrac:				\$1,050.00	



Hardware (VSI Qualified)
VSI Quote Number: 6515
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

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Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping	Annual Maint
Cash Drawers						
0	Each	MMF MediaPlus, 17Wx16D, Dumb, RJ12 Cable, Black (MMF-MDB-16BK)	\$170.00	\$0.00	\$0.00	\$0.00
0	Each	MMF MediaPlus, 17W X 18D Smart, Serial Black (MMF-MSMS-18BK)	\$220.00	\$0.00	\$0.00	\$0.00
0	Each	MMF Cash Drawer tray with cover and lock (MMF-TRAY)	\$40.00	\$0.00	\$0.00	\$0.00
0	Each	MMF Mounting Bracket- All MediaPlus Drawers (MMF-BRACK-MEDIA)	\$16.00	\$0.00	\$0.00	\$0.00
Total Cash Drawers:				\$0.00	\$0.00	\$0.00
Touch Screen Monitors						
0	Each	Pyramid 15" LCD Fujitsu Touch Screen, USB Cable (TS-PYRA-15"-USB)	\$540.00	\$0.00	\$0.00	\$0.00
0	Each	Pyramid 17" LCD Fujitsu Touch Screen, USB Cable (TS-PYRA-17"-USB)	\$695.00	\$0.00	\$0.00	\$0.00
0	Each	Pyramid USB Magstripe Card Reader 15" only (TS-PYRA-MSRUSB)	\$95.00	\$0.00	\$0.00	\$0.00
0	Each	Credit card bracket for Pyramid (TS-PYRA-BRAC)	\$15.00	\$0.00	\$0.00	\$0.00
0	Each	Pyramid MSR 3YEAR Warranty (PY-MSR 3YEAR ONSITE)	\$75.00	\$0.00	\$0.00	\$0.00
0	Each	TOM M5 15" Touch screen (TOM-M5)	\$540.00	\$0.00	\$0.00	\$0.00
0	Each	TOM M5 15" Touch w/ MSR (TOM-M5 W)	\$635.00	\$0.00	\$0.00	\$0.00
0	Each	TOM M5 Depot 1 day swap out service 3years (TS-3YR-SWAPOUT)	\$140.00	\$0.00	\$0.00	\$0.00
Total Touch Screen Monitors:				\$0.00	\$0.00	\$0.00
Barcode Readers						
0	Each	PSC QS6500 Laser Scanner, Undecoded, USB, Cable (QS6500-USB)	\$295.00	\$0.00	\$0.00	\$0.00
0	Each	IE200 HH Linear Imager Trigger USB Cable Black (BC-200-TRIGGER)	\$225.00	\$0.00	\$0.00	\$0.00
0	Each	MK7120 Metrologic Orbit Omnidir Laser Scanner USB (MS7120-47/USB-BK)	\$285.00	\$0.00	\$0.00	\$0.00
0	Each	Omni Bar Code Reader/Decoder, USB Interface (OMNI-BC-U)	\$150.00	\$0.00	\$0.00	\$0.00
0	Each	Omni Slot Reader, Bar Code & MSR Trks 1,2,3 PS2 (OMNI-BC-MSR)	\$230.00	\$0.00	\$0.00	\$0.00
0	Each	M2800 Decoder USB w/ PSC QuickScan Laser (M2800-QS6000C)	\$390.00	\$0.00	\$0.00	\$0.00
Total Barcode Readers:				\$0.00	\$0.00	\$0.00
Magstripe Readers						
0	Each	MR3010 Magnetic Stripe Reader/Decoder, USB (MR3010U)	\$98.00	\$0.00	\$0.00	\$0.00
0	Each	Magtek SureSwipe MSR trk 1,2,3 USB (MAG-MSR)	\$85.00	\$0.00	\$0.00	\$0.00
0	Each	Omni Magstripe Slot Reader/Decoder USB Interface (OMNI-MSR-U)	\$160.00	\$0.00	\$0.00	\$0.00
Total Magstripe Readers:				\$0.00	\$0.00	\$0.00
Total Software, Hardware and Support Services				\$0.00	\$0.00	\$0.00
Grand Total - Hardware:					\$0.00	

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- 1 Standard PMP software enables (optional) capture of photo image during registration, and display of photo during Visit Check-In. You can also add the PMP ID software interface to print multi-color plastic photo ID cards.
- 2 In order to use the graphical touch screen option in other modules, you must also license the POS Inventory module.
- 3 Since VSI uses 4GL Progress V10 Windows OpenEdge software to develop its' Release 10 software applications, Progress OpenEdge Personal RDBMS (Relational Database Management Software) is required. The Progress software includes Client Networking, WebClient, SQL Client Access, ODBC/JDBC Drivers, & AppServer Internet Adapter.
- 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 WebTrac enables your customers to process RecTrac transactions real-time using a browser via the internet. The software license can be paid with 1, 2, or 3 payments along with the annual maintenance and support fee. Price includes 1 of 5 standard WebTrac Activity Brochure options.
- 7 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.
- 8 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. The software includes 25 Agents for processing Web transactions, and each Agent can service multiple requests to process hundreds of simultaneous transactions. Add (1) RecTrac User per Agent.
- 9 The WebTrac base pricing includes one of 5 standard brochure options. If you desire something other than one of the 5 standard options, a fee of 750.00 will be charged for the custom programming.
- 10 VSI will customize the WebTrac Life 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.
- 11 The Plug?n Pay external redirect IP interface gateway provides excellent results similar to the direct IP interfaces, so will have minimal impact on operator procedures. Domestic networks include Buypass; First Data Platforms: Nashville (FDMS), Omaha & South; Global Payments (NDC East); Nova; Pay by Touch (CardSystems & Maverick); ChasePaymentech (Tampa & Salem); TSYS (Vital & Visanet); and Bancnet (Universal Bank). International networks include EBS/Wirecard; Global Collect; and Optimal (Surefire).
 Requires RecTrac/GolfTrac/TeleTrac/WebTrac/PayTrac 10.11 or higher
 Sales Contact: Randy Ridings: 800-945-2538 x105; mobile: 763-577-0383, randy@plugnpay.com