

## AGREEMENT

### FOR THE INSTALLATION AND USE OF

### BUILDING PERMITS MANAGEMENT SOFTWARE

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between CITY OF RAPID CITY, SOUTH DAKOTA, (hereinafter "CLIENT") and CRW SYSTEMS, INC., (hereafter "CRW") for the installation of a permit and code enforcement software, and other services, as specifically provided herein (hereafter referred to as "the Project").

IN CONSIDERATION of the covenants as set forth in this Agreement, CLIENT and CRW agree as follows:

#### A. SCOPE OF SERVICES / SCOPE OF WORK

##### A.1. PROJECT DESCRIPTION:

The Project is more specifically defined as follows: Installation of an automated permit management, and code enforcement tracking software system, and related subsystems.

##### A.2. AGREEMENT CONTENTS:

This Agreement includes the following Exhibits:

Exhibit A.	Project Scope of Work.
Exhibit B.	Project Milestone and Payment Schedule.
Exhibit C.	Project Cost Summary
Exhibit D.	Software License
Exhibit E.	System Acceptance Testing

##### A.3. COMMENCEMENT DATE:

- A.3.1.** The commencement date for the services to be provided by CRW shall be the date upon which CRW is in receipt of all of the following: (a) a fully executed original of this Agreement, (b) written notice to proceed provided by CLIENT. CRW shall not be obligated to perform any work pursuant to the Project, including labor or materials, prior to the commencement date as defined herein.
- A.3.2.** A Scope of Work, with itemized pricing of various items associated with the Project is attached hereto as Exhibits A and B, and incorporated herein by this reference. Subject to CLIENT'S duties and responsibilities provided in Section C, the time periods set forth in Exhibits A and B shall be adhered to. The time periods indicated are provided as a general understanding of the estimated time period in which various Project items will be completed. It is not intended to impose strict deadlines for completion of all or any part of the work.
- A.2.3.** The time schedule provided in Exhibit A, Scope of Work, is based in large part on the assumption that CLIENT will provide all necessary information to CRW in a timely manner in accordance with Section C of this Agreement.

#### B. DUTIES AND RESPONSIBILITIES OF CRW

##### B.1. SCOPE OF WORK:

- B.1.1.** After the commencement date, CRW shall perform the following services:
- (1) Install Permit Management and Code Enforcement Tracking software.
  - (2) Provide data conversion of CLIENT'S permit data as defined in email on September 19, 2011 and incorporate data into CRW system.
  - (3) Provide hands-on, Administrator Training, as specifically provided herein.
  - (4) Provide on-site, hands-on, User Training, as specifically provided herein.
  - (5) Provide remote access support during Annual Maintenance period. CLIENT to provide local workstation with remote connection and appropriate remote access software.
- B.1.2.** CRW shall install software and provide all services in a workmanlike manner in accordance with the Scope of Work, subject to the terms and conditions as stated in the Agreement. Any additional services

must be evidenced by a written modification of this Agreement, or change request pursuant to Section C of the Agreement. Services to be provided do not include hardware.

**B.2. MAINTENANCE AND SUPPORT:**

CRW shall provide the following maintenance and support services to CLIENT immediately following completion of System Acceptance Testing. Annual Maintenance and Technical Support fees are payable upon System Acceptance, and are renewable on the anniversary date of System Acceptance.

- B.2.1.** TRAKiT software modifications to correct bugs or errors that are reported to CRW by CLIENT.
- B.2.2.** TRAKiT software updates that are posted from time to time by CRW on web site ([www.crw.com/support/customer\\_support](http://www.crw.com/support/customer_support)). Updates may be downloaded and installed by CLIENT onto CLIENT's network.
- B.2.3.** Technical support via telephone. CRW reserves the right to restrict phone access to CLIENT-designated System Administrators. Toll-free phone access is provided by CRW (888-279-2043).
- B.2.4.** Technical support via web form on CRW web site ([www.crw.com/support](http://www.crw.com/support)).
- B.2.5.** TRAKiT Software enhancement requests may be submitted by CLIENT to CRW. Enhancement requests will be reviewed by CRW and may be incorporated into future releases. CLIENT understands that submittal of enhancement request does not obligate CRW to provide software modification.
- B.2.6.** CLIENT may register for and enroll in CRW training classes for System Administrators or Users. Registration fees may vary from time to time.

**B.3. NOT RESPONSIBLE FOR DAMAGES DUE TO UNFORESEEN DELAYS:**

Neither CLIENT nor CRW shall be responsible for any damages resulting from delays outside of its reasonable control, including, but not limited to, (a) failure of CLIENT to furnish timely information; (b) failure of CLIENT to approve or disapprove of CRW's work, and/or (c) strikes, lockouts, accidents, or acts of GOD.

**C. DUTIES & RESPONSIBILITIES OF CLIENT**

**C.1. INFORMATION TO BE PROVIDED BY CLIENT:**

- C.1.1.** CLIENT will provide all information necessary for CRW to establish the permit software control files, including but not limited to:
  - (1) Current valuation and fee structures
  - (2) Current Permit and Case types designations and categories
  - (3) Examples of all current reports used by the CLIENT relating to permit management.
  - (4) Any exceptions to the typical permit process, or any special permit processing requirements.
- C.1.2.** The CLIENT will provide CRW with access to CLIENT workstations and disk space for installation of the software.
- C.1.3.** The CLIENT will ensure and provide that staff who will be trained in the use of CRW software will have sufficient basic knowledge of permit processing and MS-Windows functions.

**C.2. CLIENT COOPERATION:**

- C.2.1.** CLIENT understands that timely completion of the Project is dependent in significant part upon the timely cooperation of CLIENT in providing information to CRW necessary to complete the project, including, but not limited to: (a) Data obtained from CLIENT'S present system to be incorporated into the new CRW system; and (b) information relative to desired permit forms to be incorporated into the CRW system.

**D. COMPENSATION**

**D.1. CRW COMPENSATION & FEES:**

CLIENT agrees to compensate CRW for professional services rendered under this Agreement for the total contract price of **\$158,000 [One Hundred Fifty-Eight Thousand Dollars]**, which amount shall include all labor and materials associated with this Project as specified in Exhibit C "Project Cost Summary". Total Contract Price does not include any changes to the work as may be requested by CLIENT and incorporated into the project pursuant to a written request by CLIENT as provided in section E of this Agreement.

Sales, Use, Excise, or any State or Local taxes and/or licenses which may apply to this project are the responsibility of CLIENT.

**D.2. TERMS OF COMPENSATION:**

CRW will submit invoices for work performed according to the payment schedule shown in Exhibit B "Project Milestone and Payment Schedule." Project cost is divided into five (5) payments, each of which is due and payable upon completion of the preceding milestone step. CLIENT agrees to notify CRW of any disputed invoice within 10 business days of receipt of such invoice, and client agrees to pay such invoice within 45 days of receipt of such invoices.

**E. CHANGES AND ADDITIONS TO THE WORK**

**E.1 REQUIREMENTS OF WRITTEN CHANGE ORDERS:**

CLIENT may request CRW to perform additional services not covered by the specific Scope of Work as set forth in Exhibit A of this Agreement. Any such requests shall be submitted in writing, and shall be signed by the CLIENT Representative, as identified in I1.1 of this Agreement, and an authorized representative of CRW. Such signed requests shall include (a) a description of the additional services to be performed, and (b) the agreed upon price for such services. Any such requests signed by the CLIENT Representative, or other authorized agent of CLIENT, shall be deemed authorized by CLIENT and shall bind CLIENT to its terms.

**E.2. PAYMENT FOR ADDITIONAL WORK:**

Any such additional work performed by CRW shall be added to the contract price and billed in accordance with the "Project Cost Summary" as outlined in Exhibit D of this Agreement. CRW will not commence any additional services for the CLIENT until written authorization has been given by CLIENT and approved by CRW, as provided above.

**F. INDEMNIFICATION AND INSURANCE**

**F.1. INDEMNIFICATION:**

**F.1.1.** CRW shall indemnify, defend and hold harmless CLIENT from and against any claims, based upon infringement of any United States copyright trademark or patent by the Software. CLIENT agrees to notify CRW of any such claim promptly in writing. CLIENT agrees to cooperate fully with CRW during such proceedings. CRW shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, CRW may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

**F.2. INSURANCE:**

CRW, shall at CRW's own expense, purchase, maintain and keep in force during the term of this Agreement (unless otherwise stated below) such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Agreement.

**F.2.1.** Worker's Compensation as required by law, Employers Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit.

**F.2.2.** Commercial General Liability Insurance - \$1,000,000.00 Limit

**F.2.3.** Professional Liability Insurance - \$1,000,000.00 Limit. Professional Liability insurance will be in force for twelve (12) months from commencement date. Professional Liability insurance shall apply to services performed by CRW staff only. Professional Liability insurance shall not apply to third-party services or services of subcontractors.

**F.2.4.** All policies are to be written through companies duly approved to transact that class of insurance in the State of South Dakota.

**F.2.5.** Insurance is to be placed with carriers with a Best rating of A:VII or better.

**F.2.6.** CRW hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CLIENT, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.

**F.3. PROOF OF INSURANCE:**

CRW will provide a Certificate of Insurance for Items F.2 above as proof that said insurance is in full force as of the date of this Agreement. Additionally, CRW shall deliver to CLIENT an updated Certificate of Insurance for Items F.2 with every invoice submitted during the term of this Agreement.

CLIENT, its officers and agents, shall be endorsed as an additional insured under CRW's General Liability Insurance.

CRW will not modify or cancel its General Liability Insurance without written notification and approval from the CLIENT.

**G. TERMINATION**

**G.1. TERMINATION OF AGREEMENT**

- G.1.1.** This Agreement may be terminated by CLIENT at any time, with or without cause, upon written notice to CRW. Notwithstanding the date of such notice, termination shall be effective upon receipt by CRW of such notice of termination. In the event of termination by CLIENT, CLIENT shall pay CRW for all services and materials provided to CLIENT pursuant to this Agreement up to and including the date of receipt by CRW of notice of termination.
- G.1.2.** In the event CLIENT terminates this Agreement, the CLIENT agrees to immediately return all source code or other materials provided to CLIENT by CRW, and to destroy, erase, and purge all software provided by CRW from any and all CLIENT computers.
- G.1.3.** Within 30 days of termination CLIENT agrees to provide CRW with written confirmation that all CRW software has been destroyed. Within its sole discretion, and upon reasonable notice to CLIENT, CRW shall have the right to verify that CRW software has in fact been removed or destroyed by personal inspection of CLIENT computers.
- G.1.4.** Any use by CLIENT of any CRW software after termination of this agreement by CLIENT without the express written authorization of CRW shall be a breach of this agreement and subject CLIENT to substantial damages.

**H. OWNERSHIP OF DOCUMENTS**

**H.1. OWNERSHIP OF DOCUMENTS:**

- H.1.1.** All plans, specifications, reports, and other design documents prepared by CRW pursuant to this Agreement shall become property of CLIENT only after completion of the Project.
- H.1.2.** All source code for computer programs or modifications to programs, which are produced pursuant to this Agreement shall be deemed, and remain, the intellectual property of CRW and are protected under the copyright, patent, or other laws, of the United States as well as other jurisdictions where such programs are being used.
- H.1.3.** CLIENT agrees to respect CRW's purported ownership of any such proprietary rights which may exist, including patent, copyright, trade secret, trademark and other proprietary rights, in and to Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to Software, whether made by CRW or any third party. Under no circumstances shall CLIENT sell, license, publish, display, distribute or otherwise transfer to a third party Software or any copy thereof, in whole or in part, without CRW 's prior written consent.

**H.2. SOURCE CODE ESCROW:**

- H.2.1.** CRW shall maintain a software escrow account. A copy of the latest source code for the software being installed by CRW pursuant to this Agreement shall be deposited in this escrow account.
- H.2.2.** CRW will pay the entire cost of this source code escrow account.
- H.2.3.** CLIENT will be registered as a Registered Beneficiary of the Software Escrow Agreement.

**I. COMMUNICATION THROUGH CLIENT / CRW DESIGNATED REPRESENTATIVES**

All communication relating to project status shall be exchanged between a designated representative of the CLIENT and a designated representative of CRW as identified below.

**I.1. DESIGNATED CONTRACT REPRESENTATIVES:**

I.1.1. The designated representative of CLIENT and CRW Systems is as follows:

CLIENT	CRW
Contact	Christopher R. Wuerz, P.E.
Title	President, CRW Systems, Inc.
Address	2036 Corte Del Nogal, Suite 200
Phone:	San Diego, CA 92011
Fax:	Phone: (858) 451-3030
Email:	Fax: (858) 451-3870
	Email: chris@crw.com

I.1.2. If the designated representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

**I.2 DESIGNATED SYSTEM ADMINISTRATOR:**

I.2.1. The CLIENT Representative shall identify and designate System Administrators. All communication related to day-to-day operations of the system, including system maintenance, systems problems and/or troubleshooting, shall be made to CRW only through either the designated representative of CLIENT as identified in I.1.1 above, or the System Administrators as identified below.

I.2.2. The System Administrators shall participate in all training sessions conducted by CRW as required by this Agreement, and shall become fully knowledgeable and competent to use all aspects of the system software. (It is highly recommended that the designated System Administrators be someone with experience and competence with personal computers.)

I.2.3. The System Administrator for CLIENT is designated as follows:

Name:     TBD    

**J. MISCELLANEOUS GENERAL PROVISIONS**

**J.1. LICENSES:**

CRW shall obtain and maintain all business licenses as may be required by law.

**J.2. STATUS OF CRW AS CONSULTANT:**

Throughout the term of this Agreement, CRW, its employees, subcontractors, consultants, and agents shall be considered as an independent contractor(s). Nothing in this Agreement shall be interpreted to imply an employee-employer relationship between CLIENT and CRW.

**J.3. MEDIATION OF DISPUTES:**

This Section has been deleted from Agreement.

**J.4. ATTORNEY'S FEES:**

This Section has been deleted from Agreement.

**J.5. APPLICABLE LAW:**

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of South Dakota. Venue for the enforcement of this agreement shall lie exclusively in Pennington County, South Dakota.

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the Court of Pennington County, South Dakota, and all parties hereto specifically waive any "venue privilege" they may have in any other jurisdiction.

**J.6. BINDING ON SUCCESSORS:**

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**J.7. DUE AUTHORITY:**

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CLIENT to execute this Agreement on behalf of CLIENT.

CRW represents and warrants that the person executing this Agreement on behalf of CRW is an agent of CRW and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CRW to execute this Agreement on behalf of CRW.

**J.8. WARRANTY ON TITLE:**

CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.

**J.9. APPLICATION SOFTWARE WARRANTY:**

CRW warrants that its Software will perform in the manner described in the Agreement documents including CRW's Proposal for a Building Permits Management Software System (Project #BPMS 2011-1) dated April 6, 2011, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed. This Warranty shall commence upon date of acceptance by CLIENT as defined by Exhibit E attached hereto.

**J.10 SERVICES WARRANTY:**

CRW warrants that the services provided hereunder shall be executed in a correct and competent manner consistent with the professional standards of the industry. Any error or defect in the services provided hereunder shall be corrected by CRW at no additional cost to the CLIENT.

**J.11. ENTIRE AGREEMENT:**

This Agreement contains the entire understanding and agreement between CRW and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. In the event of a conflict between the terms and conditions of this Agreement and any document incorporated by reference, the terms and conditions of this Agreement shall prevail. This Agreement may be modified or amended only by written agreement signed by both CRW and the CLIENT.

**J.12. AGREEMENT AS OFFER:**

This Agreement shall be valid only if it is signed by both CLIENT and CRW, and a signed original has been received by both parties on or before October 31, 2011.

CITY OF RAPID CITY, SD

CRW SYSTEMS, INC.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature

Christopher R. Wuerz, President

## EXHIBIT A

### PROJECT SCOPE OF WORK

Upon receipt of a written Notice to Proceed from CLIENT, CRW shall perform the following services:

**A. On-Site attendance and participation in project meetings.**

Meetings: Project kick-off meeting; software installation; database installation; project implementation meetings.

On Site Days: CLIENT changes to scheduled travel days within 14 days of project schedule may incur increased travel expenses.

**B. Deliver computer software (TRAKiT) and database structures for SQL/Server database.**

Deliverable: CD containing computer software; installation instructions; services to install software on CLIENT network and up to three workstations; services to train CLIENT IT staff for installation of remaining CLIENT workstations; services to install SQL/Server database and tables.

**B.1. Provide eTRAKiT modules for web-based permit processing.**

Deliverable: ASP and HTML pages (source code) to provide the following functions:

- (1) Purchase & print permits
- (2) Request inspections
- (3) Review inspection status and comments
- (4) Pay fees
- (5) Show plan status
- (6) Search general license information
- (7) Assign appropriate inspectors
- (8) Create user logins
- (9) Inspector login to change/input results

**C. Provide data conversion services.**

Deliverable: Electronic transfer (via FTP or email) of converted database; services to develop conversion software for translation; services to perform data conversion; services to install converted data; services to investigate and correct any errors uncovered during conversion balancing and/or system testing.

Applies to: Assessor data.

CLIENT will provide to CRW all tables and files that are necessary for historical data conversion. CLIENT agrees to provide all necessary files and data to CRW within thirty (30) days of project commencement date.

**D. Provide software training.**

Deliverable: Provide System Administrator training for up to one (1) CLIENT staff during scheduled training at CRW designated facilities.

Deliverable: Provide Report Writing training for up to one (1) CLIENT staff during scheduled training at CRW designated facilities.

Deliverable: Conduct two (2) days of on-site, hands-on System Acceptance training at CLIENT office. Class size is limited to eight (8) students per day.

Deliverable: Conduct four (4) days of on-site, hands-on End User training at CLIENT office. Class size is limited to eight (8) students per day.

CRW to provide workstations (laptops) and networked server for all on-site classes. CLIENT to provide classroom space at CLIENT facilities.

**E. Provide Project Implementation services.**

Deliverable: Develop up to three (3) custom forms, and up to eight (2) custom reports, as directed by CLIENT staff; provide standard (ICC or other) Valuation tables; develop custom valuations and fee formulas as directed by CLIENT staff, using information provided by CLIENT.

Deliverable: Installation of permit forms, fee tables and valuations tables in TRAKiT database.

Deliverable: Data import specification (using standard TRAKiT import function) for monthly updates of assessor records.

CLIENT to provide information regarding fee formulas, usage, permit and code enforcement forms.

CLIENT agrees to provide all necessary custom report and custom form definitions to CRW within thirty (30) days of project commencement date.



**EXHIBIT B**

**PROJECT MILESTONE AND PAYMENT SCHEDULE**

<b>Task</b>	<b>CLIENT Responsibilities</b>	<b>CRW Responsibilities</b>	<b>Target Date</b>
<b>1. Contract Execution / Notice to Proceed</b>	CLIENT signs contract and provides Notice to Proceed.	CRW signs final contract.	October 2011
<b>2. Review Project Milestone Dates &amp; Deliver Kick-Off Workbook</b>	CLIENT reviews and sets Project Milestone dates with CRW.	CRW & CLIENT review Project Milestone dates; CRW delivers electronic copies of Workbook.	October 2011
<b>3. Confirm Hardware &amp; Required Systems</b>	CLIENT provides confirmation that all required hardware, servers, database systems, and related components are ready.	CRW reviews hardware specifications with CLIENT; CRW installs and confirms GoToMyPC remote access.	October 2011
<b>4. Kick-Off Meeting / Project Commencement</b>	CLIENT attends and participates in Kick-Off Meeting; CLIENT prepares first extract of data to be converted.	CRW conducts Kick-Off meeting; CRW installs all TRAKiT software on CLIENT server.	November 2011
<b>5. Source Data List Due</b>	CLIENT submits list of all sources of data to be converted; including file type, name, format, and approx. number of records.	CRW reviews source data with CLIENT.	November 2011
<b>6. First Payment Due</b> Total Software = \$64,000	Customer provides 1 <sup>st</sup> payment for software licensing.		November 2011
<b>7. Business Process Review Meeting</b>	CLIENT provides information and participates in preliminary business process discussion.	CRW assists the CLIENT with Project Workbook and identifies process adaptation.	November 2011
<b>8. Screenshots of Existing Software</b>	CLIENT provides subset of source data and screenshots of existing software that relate to the data conversion process.	CRW reviews screenshots and begins mapping of data; CRW prepares data mapping document to submit to CLIENT.	November 2011
<b>9. Data Mapping Document</b>	CLIENT to review data mapping document provided by CRW.	CRW to submit data mapping document for CLIENT approval.	December 2011
<b>10. Workbook / Data Collection Meeting</b>	CLIENT provides completed Workbooks and copies of needed forms/reports; CLIENT attends department meetings to offer insight into workflow; CLIENT provides complete set of source data for conversion.	CRW collects CLIENT responses to Workbooks; CRW conducts Department meetings to ensure understanding of responses and discuss procedural needs; CRW reviews data to convert with CLIENT.	December 2011
<b>11. Data Mapping Signoff</b>	CLIENT approves data mapping document after a review with CRW's data conversion specialist.	CRW to provide data mapping documents, layouts, and explanations.	December 2011
<b>12. System Configuration</b>	CLIENT participates and provides additional information as needed by CRW.	CRW configures system according to Workbook responses and meeting discussions; CRW converts historical data; CRW creates/customizes reports and/or forms (e.g. Permit Form).	January 2012
<b>13. Initial Delivery</b>	CLIENT will attend the demonstration of the delivery.	CRW installs and demonstrates configured system.	January 2012

<b>Task</b>	<b>CLIENT Responsibilities</b>	<b>CRW Responsibilities</b>	<b>Target Date</b>
<b>14. Second Payment Due</b> \$23,500	Customer provides 2 <sup>nd</sup> payment for services.		January 2012
<b>15. System Acceptance Users Trained</b>	CLIENT will provide meeting space and provide up to eight (8) staff for training.	CRW provides training materials and laptops with initial system configuration.	January 2012
<b>16. System Acceptance Testing Begins</b>	CLIENT "System Acceptance" Users verify accuracy and placement of converted data, forms & reports; CLIENT tests software configuration; CLIENT tests program interfaces; CLIENT tests software customizations; CLIENT notifies CRW of desired changes.	CRW receives change requests from CLIENT and makes necessary revisions.	January 2012
<b>17. Initial Delivery Revisions</b>	CLIENT delivers revision list to CRW.	CRW receives review comments from CLIENT and begins adjusting configured system.	February 2012
<b>18. Revised Delivery</b>	CLIENT continues review of system.	CRW delivers revisions to CLIENT.	February 2012
<b>19. System Acceptance Testing Review</b>	CLIENT reviews data with project manager via remote sessions.	CRW schedules weekly remote meetings with each department to review system configuration.	February 2012
<b>20. Third Payment Due</b> \$23,500	Customer provides 3 <sup>rd</sup> payment for services.		February 2012
<b>21. Final Revisions List</b>	CLIENT delivers final revision list to CRW.	CRW receives review comments from CLIENT and makes final adjustments.	March 2012
<b>22. System Acceptance Testing Review</b>	CLIENT reviews data with project manager via remote sessions.	CRW schedules weekly remote meetings with each department to review system configuration.	March 2012
<b>23. Final Delivery</b>		CRW installs modified system.	March 2012
<b>24. System Acceptance Testing Ends</b>	CLIENT approves final system before User Training commences.		March 2012
<b>25. First Year Annual Maintenance Due</b> \$12,800	CLIENT provides payment for support services.		March 2012
<b>26. Fourth Payment Due</b> \$23,500	CLIENT provides 4 <sup>th</sup> payment for services.		March 2012
<b>27. End User Training</b>	CLIENT provides meeting space for up to eight (8) staff.	CRW provides training materials and laptops with configured system.	April 2012
<b>28. Transition to Live</b>	CLIENT provides final extract of historical data to CRW.	CRW converts data and loads onto CLIENT's server.	April 2012
<b>29. Go Live</b>	CLIENT Goes Live with TRAKiT.	CRW provides Go-Live support onsite.	April 2012
<b>30. Final Payment</b> \$23,500	CLIENT provides final payment.		April 2012
<b>** System Administrator / Report Writing Training</b>	CLIENT provides System Administrators for training at a remote location.	CRW trains CLIENT staff at any of the following locations & dates.	Date and location to be determined based on availability.

Target dates on this schedule are intended to reflect projected completion dates for the respective milestone.

**EXHIBIT C**  
**PROJECT COST SUMMARY**

<b>A. Software &amp; Licensing Fees</b>			
LandTRAK, TRAKiGIS (ArcGIS Server 9.3.1 or 10 version)	\$ 10,000	-	module
PermitTRAK	\$ 7,500	-	module
ProjectTRAK	\$ N/A	-	module
AEC TRAK	\$ Included	-	module
CodeTRAK	\$ 7,500	-	module
LicenseTRAK	\$ N/A	-	module
MobileTRAK (LaptopSync)	\$ N/A	-	module
eTRAKiT	\$ 15,000	-	module
VoiceTRAKiT (Hosted IVR)	\$ N/A	-	module
End-User Licensing (concurrent)	\$ 24,000	-	14 users
<b>Sub-total:</b>			<b>\$ 64,000</b>
<b>B. Implementation &amp; Project Management</b>			
System Configuration	\$ 7,500	-	10 class. types
Control Tables Setup	\$ 10,000		
eTRAKiT Configuration	\$ 5,000		
TRAKiT System Installation – Support	\$ 1,500	-	1 remote day
Kick-off Meeting	\$ 2,500	-	1 day
Business Process Review (BPR Meeting)	\$ 5,000	-	2 days
Project Meetings (on-site)	\$ 12,500	-	5 days
CRW Go-Live Support	\$ 5,000	-	2 days
<b>Sub-total:</b>			<b>\$ 51,500</b>
<b>C. Data Conversion</b>			
Assessor import	\$ 4,900	-	Assessor import
Permits and Inspections	\$ Included	-	Reflection System
<b>Sub-total:</b>			<b>\$ 4,900</b>
<b>D. Training Services</b>			
End User Training	\$ 10,000	-	4 days
System Acceptance Training	\$ 5,000	-	2 days
System Admin/Report Writing Training	\$ 1,500	-	1 seat
<b>Sub-total:</b>			<b>\$ 16,500</b>
<b>E. Travel &amp; Expenses</b>			
			<b>\$ 13,600</b>
<b>F. Contingencies / Customizations</b>			
Financial System Integration	\$ N/A	-	None requested
Custom Reports	\$ 3,000	-	2 reports
Custom Forms	\$ 4,500	-	3 forms
<b>Sub-total:</b>			<b>\$ 7,500</b>
<b>Total of TRAKiT Installation:</b>			<b>\$ 158,000</b>

	Annual Maintenance		
TRAKiT Annual Maintenance Fee – Year 1*	\$ 12,800	-	14 users
TRAKiT Annual Maintenance Fee – Year 2**	\$ 12,800	-	14 users
TRAKiT Annual Maintenance Fee – Year 3**	\$ 13,440	-	14 users
TRAKiT Annual Maintenance Fee – Year 4**	\$ 13,440	-	14 users
TRAKiT Annual Maintenance Fee – Year 5	\$ 14,112	-	14 users

\* Due at System Acceptance.

\*\*Due annually at Anniversary date of System Acceptance.

## EXHIBIT D

### SOFTWARE LICENSE AGREEMENT

This perpetual License Agreement for the use of "Community Development Software" (Software) developed and marketed by CRW is granted to CLIENT by CRW as of the date of this Agreement.

#### SUMMARY OF LICENSE TERMS

1. Software is marketed by CRW under the title of "TRAKiT".
2. Software provided to the CLIENT under this License allows the CLIENT to perpetually use, not own, the software.
3. Software is provided to the CLIENT as a multi-user, concurrent access license. The designated number of concurrent Users/Administrators/Observers for this license is fourteen (14). CLIENT is permitted to install Software on any and all workstations owned or controlled by the CLIENT. Software will allow a designated number of concurrent users to access the databases maintained by Software. Users attempting to access the system databases with Software after the designated number of concurrent users is logged on will be prohibited from logging on.
4. This software license shall not be sub-licensed, re-sold, assigned, transferred or otherwise distributed by the CLIENT to any other person, company or organization without the written authorization of CRW.
5. This Software, including any and all modifications, upgrades and bug fixes, is protected by the copyright laws of the United States and international copyright treaties. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials (the "Documentation") is expressly forbidden. CLIENT may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. The Title, ownership rights, and intellectual property rights in and to this Software shall remain with CRW.
6. CRW has made reasonable checks of the Software to confirm that it will perform in normal use on compatible equipment substantially as described in the specifications for the Software. However, due to the inherent nature of computer software, neither CRW nor any individuals involved in the development or installation of the Software warrant that the Software or the Documentation is completely error free, will operate without interruption, is compatible with all equipment and software configurations, or will otherwise meet your needs.
7. CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.
8. CRW warrants that its Software will perform in the manner described in the Agreement documents including CRW's Response to the CLIENT's RFP, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed.
9. This Warranty shall commence upon date of acceptance by CLIENT as defined by Exhibit F attached hereto.
10. Neither CRW nor any of the people or companies involved in providing this license to the CLIENT may be held liable for any incidental or consequential damages caused by failures or faults of the software or its functions.
11. CRW's sole responsibilities with respect to error corrections will be to correct any defects or errors in the Software or its functions, which are brought to the attention of CRW by the CLIENT.
12. This License Agreement will remain in effect until CLIENT returns Software to CRW, or until CLIENT destroys Software.

## EXHIBIT E

### SYSTEM ACCEPTANCE TESTING

1. CLIENT shall commence System Acceptance tests upon written notification from CRW that system software and database conversion has been installed and is ready for System Acceptance testing. Testing shall be conducted at CLIENT site, using CLIENT computer hardware. CLIENT staff will conduct all System Acceptance Testing.
2. CLIENT shall be allowed a period of thirty (30) business days for System Acceptance Testing, beginning from the date of notification as provided in paragraph 1 above, and continuing, and completed, as provided in paragraphs 3 and 4 below. CLIENT shall immediately advise CRW, in writing, of any error, or perceived error, discovered at any time during the testing period.
3. Upon delivery of written notification from CLIENT to CRW of a software system or database conversion error, or other problem, has occurred, CRW shall have ten (10) business days to address and correct such error so as to render the system operable. CRW shall provide written notice to CLIENT that the error has been corrected. During the time period between notification of any error until to such time that CRW advises CLIENT of correction of such error the thirty (30) day System Acceptance test period shall be suspended. The thirty (30) day System Acceptance test period shall resume upon notice by CRW that the previously noticed errors have been corrected and once the corrections have been made available to the CLIENT.
4. CRW shall provide written notice to CLIENT when the thirty (30) day System Acceptance test period has expired. Thereafter, CLIENT shall have five (5) business days to provide CRW with written notice of any remaining errors or problems. ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED AT THE LATEST OF THE FOLLOWING DATES: (a) THE DATE WRITTEN NOTICE IS PROVIDED BY CRW TO CLIENT THAT THE FINAL PROBLEMS IDENTIFIED BY CLIENT PURSUANT TO THIS SECTION HAVE BEEN CORRECTED, OR (b) THE DATE OF NOTICE BY CRW TO CLIENT INDICATING THAT THE ACCEPTANCE TESTING PERIOD HAS EXPIRED.
5. CLIENT may begin using the software for productive use following completion of the System Acceptance tests. "Productive Use" shall include the issuance of any building permits, inspections and/or fee collection from the general public.
6. CLIENT may not begin to use the software for productive use prior to completion of the System Acceptance tests. If CLIENT begins using software for productive use prior to completion of the System Acceptance test, then the system acceptance test will be deemed completed and satisfactory.