



Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888)223-6007

Website: www.visionms.net Email: info@visionms.net

Vision Software and Professional Services for: The Yakima Valley Conference of Gov't

<u>Software:</u>	<u>Cost</u>	<u>Software Assurance</u>
Vision Financials	\$8,000.00	\$1,200.00
Vision Payroll	\$8,000.00	\$1,200.00
Vision Reporting Services	<u>Included</u>	
Total Software	\$16,000.00	\$2,400.00

Note: Software Assurance will begin January 1, 2016

Professional Services:

Electronic conversion of Financials and Payroll	\$1,000.00
Installation and Configuration of Microsoft SQL Server	\$ 500.00
On-site training (Not subject to sales tax)	<u>\$1,400.00</u>
Total Professional Services	\$2,900.00

GRAND TOTAL \$18,900.00

Contract Notes:

1. Travel expenses will be billed after scheduled Software is installed.
2. Sales and use tax applies to all quoted Software and professional services. Sales and use tax does not apply to on-site training.
3. Microsoft SQL Server 2008 R2 Standard Edition or higher is required for Software. If the Licensee owns Microsoft SQL Server, this can be set up for Software. If Licensee needs to purchase Microsoft SQL Server 2014, the approximate cost is \$800 for the initial license and \$195 for each additional user (should only need 3-5 users).
4. The cost for data conversion is an estimate, actual cost will be determined after completing a review of Licensee's data. Actual costs will be agreed upon by Developer and Licensee before the conversion begins.
5. Sale of Software is subject to the below described Software License Agreement.



Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888)223-6007

Website: www.visionms.net Email: info@visionms.net

Software License Agreement between The Yakima Valley Conference of Gov't and Vision Municipal Solutions, LLC

This Software License Agreement ("Agreement") is made by and between **Vision Municipal Solutions, LLC** ("Developer") and the Yakima Valley Conference of Gov't ("Licensee").

Developer has developed and licenses to users its Software programs marketed and sold under the name "Vision Financials," "Vision Payroll," and/or "Vision Reporting Services" (collectively, "Software").

Licensee desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. License:

Developer hereby grants to Licensee a perpetual, non-exclusive, non-transferable, and irrevocable license to use the Software at the Yakima Valley Conference of Gov't, on the terms, and subject to the conditions, set forth herein.

2. Restrictions:

Licensee shall not modify Software source code, duplicate, copy, or reproduce Software, or transfer or convey Software, or any right in Software, to any third party without the express, prior written consent of Developer. Notwithstanding the foregoing, Licensee may make copies of Software for backup or archival purposes.

3. License Fee:

For and in consideration for the grant of the herein license and the use of Software, Licensee agrees to pay Developer the sum of \$16,000.00 plus any and all applicable sales or use tax.

4. Warranty:

A. Developer hereby represents and warrants to Licensee that Developer is the sole owner of the Software or otherwise has the right to grant to Licensee the rights to use Software.

B. For a period of one year (365 days) following the installation of Software to Licensee, Developer warrants that Software shall perform in all material respects according to Developer's specifications. In the event of any breach or alleged breach of this warranty, Licensee's sole and exclusive remedy shall be that Developer shall correct Software so that it operates according to the warranty. This warranty shall not apply if (i) Software is in anyway modified by Licensee, (ii) if Software is used improperly, including, without limitation, improper data entry, (iii) Software is not used with appropriate computer equipment, or (iv) if Software is used on operating systems or environments not approved by Developer.



Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888)223-6007

Website: www.visionms.net Email: info@visionms.net

5. Annual Software Assurance Program Schedules:

The Software Assurance Program includes telephone support, email support, and on-line programs provided by Developer and product updates and enhancements to include any standard reports added to the system. Licensee will be required to have a high speed internet connection for Software updates and allow Developer the right to remote access for program updates and maintenance work when required. As part of the Software Assurance Program, Developer shall provide to Licensee any new, corrected, or enhanced versions of Software as created by Developer. Such enhancements shall include, but shall not be limited to, all modifications to Software that increase the performance, efficiency, or ease of use of the Software, or add additional capabilities or functionality to the Software. "Enhancements" do not include any customizations to Software requested by Licensee, which shall be will be quoted on a per-job basis at Developer's then hourly rate (currently, \$125.00 per hour, but such rate is subject to change).

Developer shall bill Licensee on an annual basis, payable in advance, for the Software Assurance Program, at Developer's then current rates.

6. Payment and acceptance:

Payment for Software, hardware, and installation services shall be made by Licensee after all items contracted for have been delivered and Licensee has deemed all Software, hardware, and installation services delivered and accepted.

7. Time Payment Schedule:

Licensee has requested a payment plan for Software over a period of 5 years. Developer will bill Licensee in January of each year pursuant to such schedule, including then applicable sales and use tax. Licensee may at any time prepay without penalty or premium all amounts due under the payment plan.

If Licensee elects to terminate its agreement for software and services with Developer, all remaining amounts under the payment plan for Software, if any, are immediately due and payable, along with then applicable sales or use tax. The Software Assurance Program shall then immediately terminate and Developer shall not bill Licensee for any future years, nor shall Developer refund Licensee any amounts.

5 Year Payment Plan	
Software Financed	\$16,000
$\$16,000 \div 5 \text{ years} = \$3,200$	
On-site Training	\$1400
Electronic conversions	\$1000
Installation MS SQL	\$500
<i>(Billed upon completion of training)</i>	
Payment Schedule:	
1st year	$\$6,100 + \$2,400 = \$8,500$
2nd year	$\$3,200 + \text{annual assurance}$
3rd year	$\$3,200 + \text{annual assurance}$
4th year	$\$3,200 + \text{annual assurance}$
5th year	$\$3,200 + \text{annual assurance}$

8. Limitation of Liability:



Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888)223-6007

Website: www.visionms.net Email: info@visionms.net

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential, or other indirect damages, whether based on lost revenue or otherwise. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee regardless of whether Licensee's claim is based on contract, strict liability, or product liability.

9. Installation Travel Expenses billed to the customer:

Licensee shall reimburse Developer for any and all travel expenses associated with the installation of Software at Licensee's site. If Developer uses Developer's vehicles (or Developer's employees use personal vehicles) Licensee shall reimburse Developer for mileage at then applicable IRS rates. If Developer (or employees of Developer) use a rental car, Licensee shall reimburse Developer for the actual rental car rate and actual gas charged. Licensee shall reimburse Developer for any and all per diem charges at the then current state published rate. Licensee shall reimburse Developer if Developer's employees are required to stay overnight.

Acceptance of Agreement:

Vision Municipal Solutions, LLC.

Pat Dieter

Accepted By (Signature)

Pat Dieter

Printed Name

Director of Sales and Services

Title:

10/14/2015

Date

Yakima Valley Conference of Gov't

Lauris C. Mattson

Accepted By (Signature)

Lauris C. Mattson

Printed Name

Executive Director

Title

15 Oct., 2015

Date