



# CITY of NOVI CITY COUNCIL

[www.cityofnovi.org](http://www.cityofnovi.org)

**Agenda Item B**  
**January 22, 2007**

**SUBJECT:** Approval to award a contract to Selectron Technologies Professional Services to install an Interactive Voice Response System (IVRS), a sole source company, to be used for the 24 hour inspection service for the Building Department in the amount of \$67,483.

**SUBMITTING DEPARTMENT:** Building

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$67,483</b>
<b>AMOUNT BUDGETED</b>	<b>\$65,000</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>101-371.00-986.000</b>

**BACKGROUND INFORMATION:**

The City Council approved in the 06-07 Budget to include \$65,000 to install a 24 hour inspection lines in the Building Department.

The system selected must be completely compatible with the Accela program used in the City for the permit and inspection recording process. The Building Department investigated what neighboring communities already have a system in operation and currently are using the Accela (Permits Plus) program. It was found that the City of Sterling Heights and Livingston County are using Selectron with their Accela program. Both of these communities indicated that Selectron is the only system that is completely compatible with the Accela program. Accela was contacted as well. They recommended Selectron. It is also important to note that Selectron and Accela work on development of their respective software concurrently to ensure compatibility. This is extremely important when the City upgrades their Accela software, Selectron will still be compatible with our system.

The IVRS will allow permit holders to call and leave an inspection request 24 hours a day, seven days a week. It automatically inputs this request into our Permits Plus program. It will also allow the permit holder to cancel an inspection and obtain inspection results over the telephone, which would go directly into Permits Plus. It will allow inspectors to leave detailed inspection non-compliance information.

The system also has the capability for future add-on of faxing certificates of occupancy on demand, fax or e-mail a complete inspection history, automatically make outbound calls to contractors when their permit has been issued, notify permit holders 30 days prior to the expiration of their permit, provide a staff directory, and would allow callers to receive zoning information for a specific piece of property over the phone and or faxed to them.

Exhibit A: Selectron Price Quote, Exhibit B: Selectron Professional Service Agreement, Exhibit C: Selectron Software License Agreement, Exhibit D: Selectron Maintenance Agreement.

**RECOMMENDED ACTION:** Approval to award a contract to Selectron Technologies Professional Services to install an Interactive Voice Response System (IVRS), a sole source company, to be used for the 24 hour inspection service for the Building Department in the amount of \$67,483.1

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				



## Welcome to Voice Permits

In an ongoing commitment to improve customer service, the City of Torrance has installed an Interactive Voice Response (IVR) system for Scheduling, Canceling Inspections and obtaining results of Inspections, 24 hours a day, 7 days a week!

### **Voice Permits™ Line** (310) 618-5901

#### **Schedule Inspections**

#### **Cancel Inspections**

#### **Obtain Inspection Results**

You will be prompted through the entire process. Press [\*] at any time for more information.

#### **Before Calling, You Will Need:**

1. A touch-tone telephone
2. A site-specific Permit (Case) Number
3. A three-digit Inspection Code. Choose the code for the type of inspection you need from the list inside this brochure.

#### **Choose from the following Options:**

- |           |                                    |
|-----------|------------------------------------|
| Press [1] | <b>Schedule an Inspection</b>      |
| Press [2] | <b>Cancel an Inspection</b>        |
| Press [3] | <b>Obtain Inspection Results</b>   |
| Press [4] | <b>Listen to Plan-Check Status</b> |
| Press [0] | <b>Speak with an operator</b>      |
| Press [#] | <b>Hang up</b>                     |

The **Voice Permits™** System will prompt you through the necessary steps during your call. At the end of the call, you will be issued a confirmation number. We recommend that you keep a record of your confirmation numbers and associated requests in case you need them for future reference.

## Schedule an Inspection

1. Enter the Permit Type: for Building, press [1], or for Combination, press [2].....
2. Enter the seven-digit numeric portion of the Permit number. Ex. BLD06-00488. The system will confirm this permit by speaking back the site addresses (do not enter '-').
3. Enter the three-digit Inspection Code from the list on the outside of this brochure.
4. Enter the code for the Day of Inspection. The cut-off time is 11:00 pm of the previous day.

#### **After you have scheduled an inspection, you can:**

- **Request another inspection, same permit.**
- **Request another inspection, different permit.**
- **Get a Confirmation Number and hang up. Use this Confirmation Number when inquiring about this telephone request.**
- **Return to Main Menu.**

## Cancel (or Reschedule) an Inspection

1. Cancellations must be requested before 6:00 am.
2. Enter the Permit Type: for Building, press [1], or for Combination, Press [2].....
3. Enter the seven-digit numeric portion of the Permit number Ex. BLD06-00488. The system will confirm this permit by speaking back the site addresses (do not enter '-').
4. Enter the three digit Inspection code from the list inside of this brochure.

#### **After you have cancelled an inspection, you can:**

- **Cancel another inspection, same permit**
- **Cancel another inspection, different permit**
- **Reschedule an Inspection**
- **Get a Confirmation Number and hang up.** Use this Confirmation Number when inquiring about this telephone request.
- **Return to Main Menu.**

#### **Obtain Inspection Results:**

1. Enter the Permit Type: for Building, press [1], or for Combination, press [2].....
2. Enter the seven-digit numeric portion of the Permit number. Ex. BLD06-00488. The system will confirm this permit by speaking back the site addresses (do not enter '-').
3. Enter the three-digit Inspection Code from the list inside this brochure.

#### **After you have scheduled an inspection, you can:**

- **Listen to more results, same permit**
- **Listen to more results, different permit**
- **Listen to any messages from your inspector**
- **Get a Confirmation Number and hang up. Use this Confirmation Number when inquiring about this telephone request.**
- **Return to Main Menu**

#### **Transfer to Staff and Obtain Additional Information**

You can press [0] at any time to transfer to the Building & Safety Counter. You can also press [\*] to hear an explanation of your current options.

NO REINSPECTIONS WILL BE SCHEDULED UNTIL ALL FEES ARE PAID.

**EXPIRATION OF PERMIT:**

A permit remains valid as long as work is progressing and inspections are conducted. A permit shall become invalid if the authorized work is not commenced within six months after the issuance of the permit or if the authorized work is suspended or abandoned for a period of six months. **CANCELLED PERMITS CANNOT BE REFUNDED OR REINSTATED.**

**LIVINGSTON COUNTY DEPARTMENT OF BUILDING & SAFETY ENGINEERING**  
2300 EAST GRAND RIVER  
HOWELL, MI 48843-7580

**OFFICE PHONES**

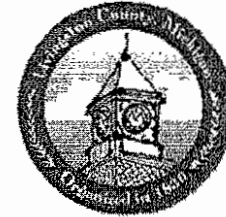
517 546-3240 \* 517 546-3290 \* 517 546-3000

**Fax**

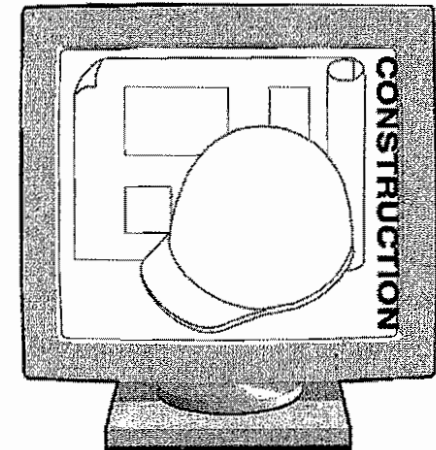
517-546-7461



**LIVINGSTON COUNTY DEPARTMENT OF BUILDING & SAFETY ENGINEERING**



*INTERACTIVE VOICE RESPONSE*  
**\*I\*V\*R\***



**AUTOMATED BUILDING INSPECTION SYSTEM**

In an ongoing commitment to improve customer service, the Livingston County Building Department has installed an *Interactive Voice Response* telephone computer system for inspection requests, 24 hours a day, 7 days a week.

*SAMPLE -  
Livingston Co.*

**WELCOME**

THE IVR SYSTEM WILL ALLOW YOU TO USE YOUR TOUCH TONE PHONE TO:

- ? Schedule Inspections
- ? Cancel Inspections
- ? Retrieve Inspection Results
- ? Check Plan Review Status



IVR TELEPHONE NUMBERS ARE: (517) 546-3880  
(517) 546-5586  
(517) 546-5148

**YOU WILL NEED:**

- ? The Permit Number
- ? To know if the permit number starts with a numerical digit (Example: 1022194) or if the permit number starts with a letter (Example: BLD2001-00135)

YOU WILL BE PROMPTED THROUGH THE ENTIRE PROCESS. PRESS \* AT ANY TIME FOR MORE INFORMATION.

**CHOOSE FROM THE FOLLOWING OPTIONS:**

- ? Press (1) Schedule An Inspection
- ? Press (2) Cancel An Inspection
- ? Press (3) Obtain Inspection Results
- ? Press (4) Obtain Plan Review Details
- ? Press (5) Repeat Main Menu
- ? Press (6) Obtain A Permit's Entire Inspection History
- ? Press (\*) Additional Information
- ? Press (#) Disconnect And Hang Up

The Voice Permits™ system will prompt you through the steps during your call. You may perform multiple transactions during each call. At the end of the call you will be issued a confirmation number. We recommend that you keep a record of your confirmation numbers and associated transactions in case they are needed for future reference.

**FOR OPTIONS -**

- (1) SCHEDULE AN INSPECTION
- (2) CANCEL AN INSPECTION
- (3) OBTAIN INSPECTION RESULTS
- (4) OBTAIN PLAN REVIEW DETAILS
- (6) OBTAIN A PERMIT'S ENTIRE INSPECTION HISTORY

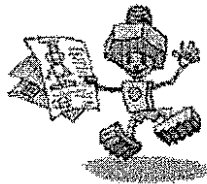
**PLEASE UNDERSTAND THAT:**

If Your Permit Begins With The Letters BLD, Press (1)  
If Your Permit Begins With The Letters ELE, Press (2)  
If Your Permit Begins With The Letters MEC, Press (3)  
If Your Permit Begins With The Letters PLM, Press (4)  
If Your Permit Begins With The Letters COD, Press (5)  
*If Your Permit Has No Letter At The Beginning, Press (6)*

Then:

Enter The Numerical Portion Of Your Permit Followed By The (#) Key And Follow The Prompts.

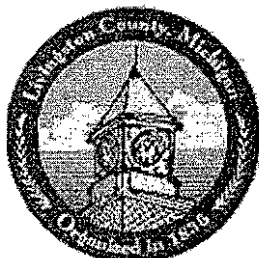
Thank You For Using The IVR System.



**INSPECTION TYPE CODES**

CODE	INSPECTION	PRIOR INSPECTIONS REQUIRED
<b>STRUCTURAL (BUILDING)</b>		
002	FOOTINGS/POSTHOLES	
004	BACKFILL	
006	COMPACTION	
008	ROUGH BUILDING	022, 032, 044
010	INSULATION	
011	MASONARY	
012	DAMPER	
014	WALLBOARD-FIRE RATED ASSEMBLY	
015	MANUFACTURED HOME SET-UP	
016	FINAL BUILDING	024, 034, 046
<b>ELECTRICAL</b>		
026	PERMANENT SERVICE	
028	TEMPORARY SERVICE	
030	UNDERGROUND ELECTRIC	
032	ROUGH ELECTRIC	
033	ROUGH ELECTRIC & SERVICE	COMBINATION
034	FINAL ELECTRIC	
<b>PLUMBING</b>		
018	DRAIN TILE	
020	UNDERGROUND PLUMBING	
021	UNDERGROUND PLBG/DRAIN TILE	COMBINATION
022	ROUGH PLUMBING	
023	R. PLBG/U.G. PLBG/DRAIN TILE	COMBINATION
024	FINAL PLUMBING	
048	SEWER HOOK-UP	
049	WATER SERVICE	
<b>HEATING (MECHANICAL)</b>		
036	GAS PIPE	
038	PRESSURE TEST	
039	ROUGH FIREPLACE-WOODSTOVE	
040	FINAL FIREPLACE-WOODSTOVE	
042	UNDERGROUND HEATING	
044	ROUGH HEATING	
046	FINAL HEATING	
050	FIRE SUPPRESSION- TEST	
052	FIRE SUPPRESSION-FINAL	

**IMPORTANT:** Builders and homeowners, make sure the rough electric, plumbing, heating and pre-fab fireplace inspections are done before calling for the rough building inspection. If the rough building inspection is called in before the other rough inspections, the rough building inspection will not be approved and a \$20.00 re-inspection fee will be assessed.



# Livingston County Michigan Building Department

2300 E. Grand River Ave.  
Howell, MI 48843

Phone 517.546.5240 FAX 517.546.7461

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[About Us](#)

[Permits](#)

[Inspection Request Line](#)

## Inspection Request Line

### Inspection Request Line Pamphlet

[Click here](#) to download Page 1 of Inspection Request Information.

**Turn the paper over.**

[Click here](#) to download Page 2 of Inspection Request Information.



### Automated Building Inspection System

Call:

517.546.3830  
517.546.5586  
517.546.5148



The **Inspection Request Line** is an automated system that allows callers to use a touch phone to schedule inspections and request permit information.

You will be able to request inspections for the next available day.

### You will be instructed to select one of these options:

- Schedule an Inspection
- Cancel an Inspection
- Obtain Inspection Results
- Check Plan Review Details
- Request Permit History Fax
- General Information
- Inspection Request Line Instructions

**Note: When requested follow an entry with a # (pound sign).  
The # is the bottom right hand key on your telephone key pad.**



The cut off time is 12:00 midnight. Any inspections requested after 12:00

midnight will be processed as though they were received the following workday.  
**The cut off time for cancellations is 5 a.m.**

[Scheduling an Inspection](#) | [Inspection Codes](#) | [Canceling an Inspection](#)  
[Permit History](#) | [Plan Review Status](#) | [Inspection Line Home](#)

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**Livingston County Building Department**  
email [building@co.livingston.mi.us](mailto:building@co.livingston.mi.us)

East Complex - 2300 E. Grand River Ave. Howell, MI 48843  
Phone 517.546.3240 \* FAX 517.546.7461

**Monday - Friday 8am - 5pm Monday - Friday except County Holidays**

**Can't find what you are looking for? Need to ask a question?**

**Problems with the site? Contact the Webmaster**

**[[building/footer2.htm](#)]**

Last updated: Tuesday, January 31, 2006, by: L. Lalewicz



**ADDENDUM A**  
**AMENDING PROFESSIONAL SERVICES AGREEMENT, PREMIERPRO SUPPORT**  
**AND MAINTENANCE AGREEMENT, AND SOFTWARE LICENSE AGREEMENT**

This Addendum amends the Professional Services Agreement, the PremierPro Support and Maintenance Agreement, and Software License Agreement, each of which is dated \_\_\_\_\_, 200\_, (the "Agreement") between the City of Novi, a Michigan Municipal Corporation, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, and Selectron Technologies, Inc., and Oregon Corporation, whose address is 7405 SW Tech Center Dr. Suite 140, Portland, Oregon 97223 as follows:

1. Paragraph 1 of the Professional Services Agreement is hereby amended to add the following sentence to the end of the existing paragraph:

In all events at the January, 2006 Kickoff Meeting of Company and Customer, Company and Customer shall prepare and sign a mutually agreeable schedule to begin, and to complete the on-site installation of hardware and software, and the training phase of the implementation. Customer shall make its facilities available to Company during business hours, or upon reasonable notice, at a time agreed to by the City and Selectron.

2. Paragraph 6 of the Professional Services Agreement and PremierPro Support and maintenance Agreement is hereby amended to add the following sentence to the end of the existing paragraph:

In the event that, after all reasonable repair alternatives have been attempted, and it is determined by Customer and Company that an on-site visit by Company is required to provide warranty work pursuant to the Professional Services Agreement and/or PremierPro Support and Maintenance Agreement, expenses incurred by Company for time and travel with respect to warranties provided pursuant to this paragraph shall be included within the original contract price, and shall not be an additional charge to Customer.

3. Paragraph 7 of the Agreement is hereby amended by adding the following provision to the end of the existing paragraph:

Customer shall not indemnify Company for claims arising out of Company's sole negligence. Company shall not indemnify Customer for claims arising out of Customer's sole negligence and/or for occurrences resulting in damages due to a party's compliance with city ordinance requirements.

4. Paragraph 8 of the Professional Services Agreement is hereby amended to state as follows:

8. Warranty Disclaimer

Except and subject to the terms of the Software License Agreement, and the PremierPro Support and Maintenance Agreement, the express warranties in Section 6 are in lieu of all

other warranties, express, implied or statutory, arising from or related to this Agreement, and any hardware provided hereunder, including but not limited to the implied warranty of merchantability, title and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties other than the express warranties in this Agreement, the PremierPro Support and Maintenance Agreement, and the Software License Agreement. To the extent permitted by law, the Warranty of Fitness for Particular Purpose shall apply with respect to the goods provided by Company with respect to the Project, except with respect to any separate Agreement Customer may enter into with Accela, which shall be governed by its own terms.

5. Paragraph 9 of the Professional Services Agreement, Paragraph 12 of the PremierPro Support and Maintenance Agreement, and the second section of Paragraph 7 of the Software License Agreement are hereby amended to insert the following phrase at the beginning of the first sentence as follows:

“Except in cases of Company’s sole negligence...”

6. The second section of Paragraph 6 of the Software License Agreement is hereby amended to state as follows:

EXCEPT AND SUBJECT TO THE PROFESSIONAL SERVICES AGREEMENT, AND THE PREMIERPRO SUPPORT AND MAINTENANCE AGREEMENT, THE EXPRESS WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, ARISING FROM OR RELATING TO THIS AGREEMENT AND ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE AND THIRD PARTY RIGHTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED IN WRITING. To the extent permitted by law, the Warranty of Fitness for Particular Purpose shall apply with respect to the Software provided by Company with respect to the Project, except with respect to any separate Agreement Customer may enter into with Accela, which shall be governed by its own terms.

7. The first sentence of Paragraph 7 of the Software License Agreement is hereby amended to state as follows:

Except to the extent that the failure of the Software impairs or invalidates the functionality of the Voice Permits System for its intended purposes as installed by Company for Customer, Company and its suppliers entire liability and Customer’s exclusive remedy for breach of this limited warranty shall be, at Company’s option, either (a) compliance with the terms of the Agreement, (b) return of the price paid for the Software, or (c) replacement of the Software.

8. The following sentence should be added to the end of the first section of Paragraph 7 of the Software License Agreement:

To the extent that failure of the Software impairs or invalidates the functionality of the Voice Permits System as installed by Company, and the functionality cannot be restored by any of the three options, (a) through (c), set forth in this Paragraph, the purchase price of the Voice Permits System shall be refunded to Customer. In such event, all Software shall be returned to Company.

9. Paragraph 11 of the PremierPro Support and Maintenance Agreement is hereby amended to state as follows:

EXCEPT AND SUBJECT TO THE PROFESSIONAL SERVICES AGREEMENT, AND THE SOFTWARE LICENSE AGREEMENT, THE EXPRESS WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, ARISING FROM OR RELATING TO THIS AGREEMENT AND ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE AND THIRD PARTY RIGHTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED IN WRITING. To the extent permitted by law, the Warranty of Fitness for Particular Purpose shall apply with respect to goods provided by Company in connection with the Project, except with respect to any separate Agreement Customer may enter into with Accela, which will be governed by its own terms.

10. The following Paragraph is hereby added to Paragraph 3 of the Professional Services Agreement:

### 3.2 Fees for Accela

Prior to installation of the API in accordance with this Agreement, Company shall pay Accela the fees for the Accela Host Interface API as set forth in Exhibit A, Scope of Work, attributable to the implementation of Accela in connection with this Project. Customer shall reimburse Company 50% of the fees at purchase of the Voice Permits System in the amount of \$ 6000.00. Customer shall reimburse Company for the remaining \$6000, and the First Year's Maintenance fee of \$2,160, upon acceptance of the API by the Customer. Once installed, Customer shall have 60 days after on-site installation of the API has been completed to complete final testing and acceptance of the API. Customer will pay Company the final payment upon the 60<sup>th</sup> day so long as all issue found during the testing phase have been worked out.

Dated: December 4, 2006

**CUSTOMER**

CITY OF NOVI

By: \_\_\_\_\_  
David Landry  
Its: Mayor

By: \_\_\_\_\_  
Maryanne Cornelius  
Its: Clerk

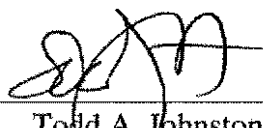
STATE OF MICHIGAN     )  
  )ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006 on behalf of the City of Novi by David Landry, as its Mayor, and Maryanne Cornelius, as its Clerk.

\_\_\_\_\_  
Notary Public  
Acting in \_\_\_\_\_ County, Michigan  
  
My Commission Expires: \_\_\_\_\_

**COMPANY**

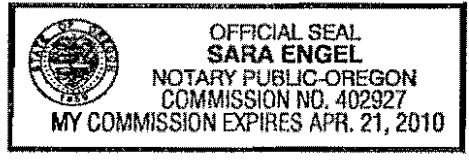
Selectron Technologies, Inc.

By:  \_\_\_\_\_  
Todd A. Johnston  
Its: President and CEO

STATE OF Oregon )  
  )ss

COUNTY OF Washington

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December 2006 on behalf of Selectron Technologies, Inc., an Oregon Corporation, by Todd Johnston, as its President, and \_\_\_\_\_, as its \_\_\_\_\_.



Sara Engel  
Notary Public Oregon  
Acting in Washington County, Michigan  
My Commission Expires: April 21, 2010



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is between Selectron Technologies, Inc., an Oregon corporation and its successors or assignees ("Company") and the undersigned the City of Novi, Michigan (the "Customer").

### 1. Engagement of Services.

Company may from time to time issue a Scope of Work in the form attached to this Agreement as Exhibits A and B. Subject to the terms of this Agreement, Company will render the services set forth in the Scope of Work accepted by Customer (the "Project"). The manner and means by which Company chooses to complete the Project are in Company's sole discretion and control. Customer will make its facilities and equipment available to Company when necessary. Company, in its sole discretion, may have the services performed by a Third Party/Independent Contractor, provided that any such Third Party/Independent Contractor agrees in writing to the terms of this Agreement.

### 2. Hardware.

Pursuant to this Agreement, and in combination with any Company Software (which shall be licensed pursuant to a separate Software License Agreement), Company shall provide Customer with third-party hardware for use with Company Software (the "Hardware"), as set forth in Exhibits A and B (if any).

The Customer is entitled to all manufacturer warranties as they apply to the specific hardware provided. Warranty dates are based solely on the specific manufacturer terms and conditions. The manufacturer warranties are provided in addition to those included in the Support and Maintenance Agreement.

### 3. Compensation.

#### 3.1 Standard Compensation.

Customer will pay Company a fee for services rendered under this Agreement as set forth in the Project(s) undertaken by Company. Customer shall be responsible for all expenses incurred within Exhibit A of this Agreement. Customer will be responsible for all expenses, with prior written approval, outside Exhibit A of this Agreement. Upon termination of this Agreement for any reason, Company will be paid fees and expenses on a proportional basis as stated in the Scope of Work for work which is then in progress, to and including the effective date of such termination. All returned hardware is subject to a 15% restocking fee. Unless other terms are set forth in the Scope of Work for work which is in progress, Customer will pay Company for services and will reimburse Company for previously approved expenses within thirty (30) days of the date of Company's invoice.

#### 3.2 Change Requests.

Customer agrees to the Scope of Work as set forth in Exhibits A and B. If there is a change to Exhibits A or B after Company has committed resources to the Project, Customer agrees to pay the full amount set forth in Exhibit A. However, if, during the course of a Project, Customer wishes to modify the Scope of Work (other than a proposed reduction in the amount of services provided), Company shall provide Customer with a modified fee estimate. If Customer accepts the modified estimate, Company will perform the Project according to the modified specifications after a purchase order has been provided to the company. If Customer rejects the modified estimate, Company shall have no obligation to perform the modified Project.

### 4. Independent Contractor Relationship.

Company's relationship with Customer will be that of an independent Contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Company is not the agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer. Company will not be entitled to any of the benefits, which Customer may make available to its employees, such as group insurance, profit sharing or retirement benefits. Company will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Company's performance of services and receipt of fees under this Agreement.

### 5. Proprietary Information.

Both parties agree during the term of this Agreement and thereafter that they will take all steps reasonably necessary to hold the other party's Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining the disclosing party's express written consent on a case-by-case basis. By way of illustration but not limitation "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and

customers; and (c) information regarding the skills and compensation of other employees of the disclosing party. Notwithstanding the other provisions of this Agreement, nothing will be considered to be Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by the receiving party from a third party without confidential limitations; (3) it has been independently developed for the receiving party without reference to the disclosing party's Proprietary Information; or (4) it was known to the receiving party prior to its first receipt from the disclosing party.

#### **6. Representations and Warranties.**

Both parties hereby represent and warrant that (a) they have full right and power to enter into and perform this Agreement, (b) they will take all reasonable precautions to prevent injury to any persons (including employees of the other party) or damage to property (including the other party's property) during the term of this Agreement. Company warrants that any Hardware provided pursuant to this Agreement shall operate in good working order for a period of one year from the date of the Second Invoice, as that term is defined in Exhibit A. Any changes or modifications to the Hardware by any person other than Company voids this limited warranty.

#### **7. Indemnification.**

Each party will indemnify and hold harmless the other party, its officers, directors, employees, sublicensees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty (a "Claim") set forth in Section 6 of this Agreement.

#### **8. Warranty Disclaimer.**

The express warranties in Section 6 are in lieu of all other warranties, express, implied or statutory, arising from or related to this agreement and any hardware provided hereunder, including, but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties other than the express warranties in this agreement. This warranty disclaimer is made regardless of whether Company knows or has reason to know of Customer's particular needs. No Company employee, agent, or dealer is authorized to modify this limited warranty, or make any additional warranties.

#### **9. Limitation of Liability.**

In no event will Company be liable for any consequential, indirect, exemplary, special or incidental damages, including any lost data and lost profits, arising from or relating to this Agreement. Company's total cumulative liability in connection with this Agreement and the services provided hereunder, whether in contract or tort or otherwise, will not exceed the amount of fees paid to Company hereunder. Customer acknowledges that the

fees reflect the allocation of risk set forth in this Agreement and that Company would not enter into this Agreement without these limitations on its liability.

#### **10. Network Security Disclaimer**

##### **10.1 Internet Security.**

Company's products may include software that connects to the Internet. The software is designed to operate within Customer's secure network environment. Specifically the software relies fully on the Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding any 3rd party technologies or service's ability to meet Customer's security or privacy needs. This includes but is not limited to operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

##### **10.2 Remote Access Security.**

In order to enable development, customer support, and maintenance of the system, Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a customer solution such as VPN access. Regardless of what method is used to provide remote access, or who provides remote access software, it is the Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

#### **11. Termination.**

Either party may terminate this Agreement at any time that there is no uncompleted Project in effect upon fifteen (15) days' prior written notice to other party. The parties agree that Customer's failure to pay any undisputed fees is a material breach of this Agreement

#### **12. Government Contracts.**

In the event that Company shall perform services under this Agreement in connection with any Government contract in which Customer may be the prime contractor or subcontractor, Company agrees to abide by all laws, rules and regulations relating thereto. To the extent that any such law, rule or regulation requires that a provision or clause be included in this Agreement, Customer agrees that such provision or clause shall be added to this Agreement and the same shall then become a part of this Agreement.

**13. General Provisions.**

**13.1 Governing Law and Venue.**

This Agreement will be governed by the laws of the State of Michigan. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Oakland County, Michigan.

**13.2 Severability.**

If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 9 will remain in effect notwithstanding the unenforceability of any provision in Section 8.

**13.3 Notices.**

All notices, consents and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

**13.4 Attorneys' Fees.**

In the event of litigation between Customer and Company concerning the Hardware or this Agreement, the prevailing party in the litigation shall be entitled to recover attorneys' fees and expenses from the losing party.

**13.5 Injunctive Relief.**

A breach of any of the promises or agreements contained in this Agreement may result in irreparable and continuing damage to Company for which there may be no adequate remedy at law, and Company is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

**13.6 Survival.**

Section 5 ("Proprietary Information"), 6 ("Representations and Warranties"), 7 ("Indemnification"), 8 ("Warranty Disclaimer"), 9 ("Limitation of Liability"), 10 ("Network Security Disclaimer"), 11 ("Termination") and 13 ("General Provisions") will survive expiration or termination of this Agreement for any reason.

**13.7 Waiver.**

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**13.8 Entire Agreement.**

This Agreement and the attached Exhibits, which are incorporated herein by reference, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will have no effect.

In Witness Whereof, the parties have caused this Professional Services Agreement to be executed by their duly authorized representative.

Company: **Selectron Technologies, Inc.**  
By: Todd A. Johnston  
Signed:   
Title: President  
Date: 12/7/06  
Address: 7405 SW Tech Center Drive, Suite 140  
Portland, OR 97223

Customer:  
By: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT A**

**SCOPE OF WORK**

<b>VoicePermits™ Interactive Voice Response Solution</b>	<b>\$40,900</b>
<b>Included Functionality:</b>	
Schedule an Inspection	Speak Site Address
Cancel an Inspection	Permit Based Messaging
Obtain Inspection Results	VP Reporting Module
Post Inspection Results	
<b>Proliant ML 370 G4 Upgrade</b>	<b>4,000</b>
Microsoft Windows 2003 Server	Intel Xeon 3.4 GHz Processor
3 GB RAM	Three (3) 72GB SCSI Hard Drives (Hot Plug)
Redundant Hot Plug Supply Power	RAID 5 (Striped + Parity) SCSI Controller
48x CD-ROM Drive, 3.5" Floppy Drive	Dual Integrated Network Cards, 56K Modem
<b>Correction Codes</b>	<b>3,000</b>
<b>Professional Voice Recording of Call Flow, System Prompts &amp; Correction Codes</b>	<b>3,500</b>
<b>Solution Design and Development</b>	<b>Included</b>
<b>Selectron Project Management</b>	<b>Included</b>
<b>On-Site Installation, Travel Expenses and Training</b>	<b>Included</b>
Includes two days of on-site services. See Section 4.3 of the Statement of Work for additional detail.	
<b>12 Month Warranty on Selectron Technologies-Provided Hardware and Software</b>	<b>Included</b>
Upon Completion of On-Site Installation	
<b>Full System Documentation</b>	<b>Included</b>
<hr/>	
<b>Cost for VoicePermits</b>	<b>\$51,400</b>
<b>Accela Host Interface API</b>	<b>12,000</b>
To facilitate the implementation, Selectron will provide the required interface as a pass through cost from Accela. Subject to the terms and conditions of Accela, Inc. Calculated at \$8,000 plus \$500 Per Voice port.	
<b>First Year's Accela Maintenance</b>	<b>2,160</b>
First Year Accela Maintenance Calculated at 18% of \$12,000.	
<b>Total Solution Cost</b>	<b>\$65,560</b>

**Required Items Not Included in Selectron Technologies Offering**

- Phone lines and network service required to support the installation
- Host Interface components must be installed and functioning prior to on-site installation

## PAYMENT SCHEDULE

### ACCELA PRODUCTS AND SERVICES

**100%** Invoiced at time of **execution of contracts**

To be invoiced at completion of contract negotiations and upon receipt of purchase order, enabling Company to purchase necessary Accela Inc. API licenses. All Accela products and services delivered are subject to the terms and conditions of customers Accela Inc. License and Support agreement.

### SELECTION PRODUCTS AND SERVICES

**25%** Invoiced at time of **execution of contracts**

**50%** Invoiced at completion of **on-site installation**

**20%** Invoiced 30 days after **on-site installation**

**5%** Invoiced upon **final acceptance**

**The initial invoice** is sent at completion of contract negotiations and upon receipt of purchase order enables Company to purchase necessary hardware, fund on-site expenses and invest the technical support hours to design and develop the application for your jurisdiction.

**The second invoice** is sent at the completion of the on-site installation and training phase of the implementation, or when the system is available for customer testing at customer site.

The warranty period also begins on this date.

**The third invoice** is sent 30 days after the completion of the on-site installation, which will give the customer the opportunity to carefully test all functions and requirements as defined by the contract and agreed upon call flows. It is the customer's responsibility to supply adequate staff to ensure full testing is completed in a period not to exceed thirty days.

**The final invoice** is sent after the system has completed the Final Testing and Acceptance. Company will have resolved all issues found during the last phase of testing.

If completion of the Final Testing and Acceptance is delayed beyond 30 days, and is not due to any fault of Company, the payment will become immediately due.

**Phased Implementation:** When a phased implementation is mutually agreed to, the same payment terms will be applied to each phase.

**Taxes:** Sales Tax or any other applicable taxes are **not included** in any of this proposal's pricing information. If Sales tax or any other tax becomes applicable, these taxes will then need to be added to the proposed pricing.

**Payment Terms:** Terms are net 30 from date of invoice. Past due invoices are subject to a 1.5% per month late fee.

## **ADDITIONAL INFORMATION**

### **Additional Remote Administrator Licensing:**

The system is delivered licensed for 2 installations of the administrator application. Deployment includes one installation on the Application Server and the second on a desktop used by the system administrator. Additional Remote Administrator seats can be licensed for \$250.00 per installation.

### **Time-and-Materials Billing Rates:**

Company will provide custom programming and non-warranty maintenance customer support on a time-and-materials basis.

Requested design, programming, testing, documentation, implementation work, and customer support approved by Company will be performed at our then current standard published billing rates. Company will issue a quote and scope of work to the customer. A purchase order must be issued before work can be scheduled or begin.

### **Additional Training and On-Site Support:**

All travel and associated expenses for the on-site installation work during the initial setup are included in the Base System price.

If the customer requests additional on-site work, travel and out-of-pocket expenses will be billed at \$1,500.00 per day (minimum of 2 days) with at least 15-day notice. If 8-14 days advance notice is provided the rate increases to \$2,000.00 per day and if the notice is less than 7 days the rate increases to \$2,500.00 per day.

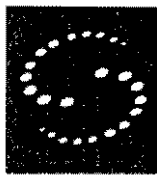
If changes are made to a travel schedule after plans are confirmed, the Customer is responsible for any change fees or price changes incurred for airfare, hotel or car rental.

### **On-Going Selectron Product Support:**

The Customer has the option of extending the Support and Maintenance program upon expiration of the warranty. Annual Support and Maintenance fees are due at the conclusion of the 12-month warranty period. The Support and Maintenance Agreement includes the Scope of Work and Pricing associated with the extended support and maintenance program.

Support for Accela Products and Services purchased as part of this agreement are subject to the terms and conditions established by Accela Inc. Customer is responsible for all future period fees including renewal for support and other products as required by Accela Inc, and such fees are to be remitted directly to Accela Inc.

**EXHIBIT B**  
**STATEMENT OF WORK**



# Selectron

VOICE • WEB • MOBILE

## VoicePermits™

### Interactive Solution

### Statement of Work

#### **Included Modules:**

Correction Codes

Professional Voice Recording (Call Flow and System Prompts)

Professional Voice Recording (Correction Codes)

[www.SelectronTechnologies.com](http://www.SelectronTechnologies.com)

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## 1.0 Overview

This Statement of Work (SOW) outlines the software, hardware, and implementation services included with the purchase of an interactive solution from Selectron Technologies. Additionally, this document describes the Customer's responsibilities in providing a suitable environment and facilitating a successful implementation of the Selectron Technologies' interactive solution.

## 2.0 Functionality

This section details the functionality of each system included in the implementation of this interactive solution. All functions and features are dependent upon required permitting data availability. The interactive solution must be able to retrieve data from the permitting database either through direct access or through an indirect interface provided by the Customer and/or database vendor. In addition, the interactive solution is required to post data back to the permitting database. Normally, an indirect interface is provided to ensure system integrity for posted data.

The exact data required for retrieval and posting by the interactive solution is determined by final product definition including agreed upon call flow, business rules, and work process. Additionally, the call flow, business rules, and work process may be limited by the availability and access to data.

### 2.1 VoicePermits™

The VoicePermits system interacts with the Customer's permitting database to deliver information and services over the phone to callers.

#### 2.1.1 Standard Feature Set

This section details the standard features included with the VoicePermits system.

##### 2.1.1.1 Inspection Scheduling

VoicePermits allows callers to schedule, reschedule, and cancel inspections. Additionally, callers can leave messages for inspectors; messages will be stored on the interactive solution's server for 90 days. Once the caller has scheduled, rescheduled, or cancelled an inspection, they will receive a confirmation number. To access scheduling functionality, callers must enter a valid permit number.

##### 2.1.1.2 Posting Inspection Results

Inspectors can use VoicePermits to post inspection results, hear messages left by the permit holder, and leave a message for the permit holder. To ensure security, inspectors must enter a PIN prior to recording results. The PIN can be determined by the Customer, but must be validated by the permitting database.

##### 2.1.1.3 Obtain Inspection Results

Permit holders can call VoicePermits to listen to the results of their scheduled inspection and listen to any messages left by the inspector; messages will be stored on the interactive solution's server for 90 days. To access inspection results, callers must enter a valid permit number.



## 2.1.2 Additional Features

This section details the optional, add-on modules included with the VoicePermits system.

### 2.1.2.1 Correction Codes

When posting results for a failed inspection, the inspector can enter a correction code. Correction codes detail the specific reason for inspection failure. The description of the correction code will be available to callers requesting inspection results.

The permitting database must allow the input of correction codes, as well as access to the field storing the codes, to allow full functionality of this module. The Customer is responsible for maintaining correction code data ([section 3.1.11, Maintain Correction Codes](#)).

### 2.1.2.2 Professional Voice Recording

All system prompts (including call flow), correction code descriptions, will be professionally recorded prior to installation. The following non-system prompt and message types are not included, and will require Customer recording:

- Optional Greeting ([section 3.1.4, Append an Optional Greeting](#))

For more information regarding non-system prompt recording, refer to [section 3.1.7, Record Prompts and Responses](#).

The Customer must sign-off on all Professional Voice Recording scripts prior to prompt recording. All prompt change requests after recording has been completed may incur additional charges on a Time and Materials basis.

## 3.0 Administrative Tasks

This section details tasks that the Customer's system administrator can perform while maintaining and operating the interactive solution.

### 3.1 VoicePermits

The tasks listed below apply to the VoicePermits system.

#### 3.1.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Netscape Navigator® 6.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser. Table 1 lists the reports available with this implementation.

Report	Definition
Daily System Usage	Calls received by day for selected date range
System Line Usage	Calls received by line for selected date range





Report	Description
Hourly System Usage	Calls received by hour for selected date range
Action	Number of times a menu option was selected for selected date range

Table 1: System Reports

### 3.1.2 Set Operator Transfer Extension

By setting the operator transfer extension, system administrators can determine where VoicePermits transfers calls. Calls can be transferred to different extensions depending on the time of day and what type of information the caller is requesting. Operator transfer settings are managed using the Administration Tool (section 4.2, Software).

### 3.1.3 Set Office Hours and Holidays

When office hours and holidays have been set, the system checks against the office hours and holiday schedule to determine the correct action when transferring calls.

### 3.1.4 Append an Optional Greeting

Appending an optional greeting instructs the system to play an additional greeting message when callers access VoicePermits. The optional greeting can be used to inform callers of changes in office hours or upcoming holidays. System administrators will be responsible for recording the optional greeting. Training on how to record prompts and responses will be provided during system installation (section 4.3.2, Provide Administrative Training).

### 3.1.5 Control Administrative Access

The system administrator will be responsible for creating and deleting administrative accounts, edit account access levels, and change the prompt recording access PIN for the interactive solution. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool (section 4.2, Software).

### 3.1.6 Add New Streets

As new streets are added to the Customer's jurisdiction, the system administrator should add them to VoicePermits; this ensures that appropriate responses are played to caller inquiries. Adding new street names and words requires two steps: creating the file in the Administration Tool (section 4.2, Software) and then recording the name or word using the telephone.

### 3.1.7 Record Prompts and Responses

New street words, codes, or system prompts need to be recorded. Recording prompts and responses creates an audio file for use by VoicePermits during a call. Each word or phrase has a unique identifying number that is used in recording. After a report is



generated showing the number of unrecorded prompts, you can call the system to record the missing prompts.

When purchasing Professional Voice Recording, all system prompts (including call flow), correction codes, will be recorded prior to system delivery. However, non-system prompt types and messages must be recorded by the Customer; refer to [section 2.1.2.2, Professional Voice Recording](#), for a list of non-system prompts. Training on how to record prompts and responses will be provided during system installation ([section 4.3.2, Provide Administrative Training](#)).

### 3.1.8 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the VoicePermits system. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

### 3.1.9 Set Maximum Message Length

The VoicePermits system allows callers to leave messages for inspectors. By setting the maximum message length, the system administrator can determine a specific amount of time for messages. While messages can be any length, Selectron Technologies recommends that they be no longer than the automatic default of five minutes.

### 3.1.10 Define Schedule Days

The VoicePermits system offers callers a specific number of days ahead for inspection scheduling. The system administrator can set the number of available days using the Administration Tool ([section 4.2, Software](#)). The Customer's business rules will determine how many days forward VoicePermits will offer callers.

### 3.1.11 Maintain Correction Codes

The system administrator is responsible for adding, editing, and deleting VoicePermits' correction codes using the Administration Tool ([section 4.2, Software](#)). When correction codes are added, the system administrator must also create a corresponding recording of the description to be played back to callers ([section 3.1.7, Record Prompts and Responses](#)). Selectron Technologies will assist the Customer with the initial code configuration.

When Professional Voice Recording is implemented, prompt recording for correction codes will be done prior to system delivery. The Customer will be responsible for recording any subsequent correction code prompts. Selectron Technologies offers additional prompt recording of correction codes on a time and materials basis.



## 4.0 Deliverables

This section details the hardware, software, and services included in system implementation.

### 4.1 Hardware

Refer to Appendix A, Hardware Specifications, for details regarding hardware provided with the interactive solution.

### 4.2 Software

#### 4.2.1 Selectron Technologies Software

The interactive solution's server (Appendix A, [section B.1, Server](#)) has the following Selectron Technologies' software installed:

- VoicePermits system software

In addition to the software listed above, the base system includes two licenses for the Administration Tool. The Customer uses this software to remotely define user-configurable settings in the interactive solution. One license will be pre-installed on the server (Appendix A, [section B.1, Server](#)); the second license allows the Customer to install the Administration Tool on a workstation. Additional Administration Tool licenses can be purchased.

#### 4.2.2 Third-Party Software

The interactive solution's server has the following third-party software installed:

- Microsoft® SQL® Server 2005 Express Edition with Advanced Services SP1 (imbedded, run-time edition; not for use with any other product)
- Symantec® pcAnywhere® remote access software
- Microsoft Visual C#®
- Microsoft SDK 5.1 for Windows®

## 4.3 Installation and Training

Selectron Technologies provides two days of on-site installation, testing, and training for the interactive solution.

### 4.3.1 Test and Install System Server

On the first on-site day, an Installation Specialist installs the interactive solution's server and performs any necessary configuration. Once installed, the Installation Specialist tests the interactive solution to ensure all included systems are functioning properly (refer to [section 2.0, Functionality](#), for a list of all included systems).



### 4.3.2 Provide Administrative Training

Training for the system administrator will occur on the second day of the Installation Specialist's visit. Training will also include guidance on how system administrators can train additional staff.

Training for non-system prompt recording will also be provided (refer to [section 2.1.2.2, Professional Voice Recording](#), for a list of non-system, VoicePermits prompts)

## 4.4 Documentation

A hard copy of the Administration Manual for each included system is delivered with the server. Additionally, an electronic version of each manual will be provided in PDF format (refer to [section 2.0, Functionality](#), for a list of included systems).

## 4.5 Support

Selectron Technologies' interactive solution has been thoroughly tested to ensure that the performance and functionality described in this document is accurate. The solution's software and hardware components are dependant on many services and applications within the Customer's operating environment that can impact system performance. While the interactive solution is designed to minimize performance interruptions, from time to time they will occur. Once notified of an interruption, Selectron's Customer Support Service begins troubleshooting the issue, with the objective of returning the system to full functionality as quickly as possible.

Refer to your Service Agreement, or [section 5.1.3, On-going System Maintenance](#), of this document, for more information regarding services provided with the interactive solution.

## 5.0 Responsibilities and Requirements

### 5.1 Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding system implementation and maintenance.

#### 5.1.1 Pre-Installation

##### 5.1.1.1 Provide Project Management

Selectron Technologies will assign a Project Manager to the system implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

##### 5.1.1.2 Provide Documentation

The Project Manager will provide the Customer with the following documents to help facilitate the implementation process:

- Implementation Questionnaire- identifies the Customer's functional needs and is used to create an implementation timetable. Each system included with this implementation will have its own questionnaire (refer to [section 2.0, Functionality](#), for a list of included systems).



- **Remote Access Questionnaire-** details information needed by Selectron Technologies to remotely access the Customer's network and permitting database, prior to system delivery and installation, to allow for complete system testing. Refer to [section 5.2.1.6, Provide Remote Network Access](#), for more information.
- **Implementation Timetable-** details project schedule and details all project milestones.
- **Pre-Install Checklist-** prepares the Customer's staff for system installation. Once the checklist is completed and returned, the Project Manager will schedule the on-site installation.
- **Quality Assurance Test Plan-** assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- **System Acceptance Sign-off Form-** indicates that the Customer has verified service functionality.

#### **5.1.1.3 Develop Call Flow**

The Project Manager will work with the Customer to develop and complete the call flow design. Software development cannot begin until the call flow design is completed and approved by the Customer.

#### **5.1.1.4 Provide Configuration Assistance**

The Project Manager will assist the Customer with the configuration of user-defined options.

#### **5.1.1.5 Perform Quality Assurance Testing**

Selectron Technologies will thoroughly test the server prior to delivery, ensuring system functionality.

### **5.1.2 Installation**

Selectron Technologies provides two days of on-site installation, testing, and training for the interactive solution. Refer to [section 4.3, Installation and Training](#), for additional information.

### **5.1.3 On-going System Maintenance**

Selectron Technologies' Premier Pro Plan includes repair or replacement of any failed hardware or software component, a toll-free support line, and dial-in technical support for the solution. Refer to the Contract for more information.

## **5.2 Customer**

This section outlines the Customer's system implementation and maintenance requirements.

### **5.2.1 Pre-Installation**

#### **5.2.1.1 Return Implementation Questionnaire**

Selectron Technologies' Project Manager will provide the Customer with an implementation questionnaire ([section 5.1.1.2, Provide Documentation](#)). The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable. Each system included in



the interactive solution will have a separate implementation questionnaire. Refer to [section 2.0, Functionality](#), for a list of all included systems.

#### **5.2.1.2 Determine System Connection**

Prior to system implementation, Selectron Technologies' Project Manager will assist the Customer in determining how the interactive solution will be implemented—whether the system will connect using standard, analog phone lines, a T1 line, ISDN (Integrated Digital Services Network), or VoIP (Voice over Internet Protocol). Once determined, and hardware has been purchased, changes to the connection configuration will incur additional charges.

#### **5.2.1.3 Provide Customer Specific Information**

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Inspection result codes and descriptions
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme

#### **5.2.1.4 Define Permitting System and API Specifications**

Selectron Technologies configures the interactive solution according to the Customer's completely defined permitting system and API (application programming interface) specifications. If the permitting system and API are being developed in conjunction with the interactive solution, Selectron Technologies will work with the Customer and permitting system vendor to define system specifications. The specifications must be completely defined prior to starting development on the interactive solution. Any subsequent changes to the defined specifications during development are billable on a time and materials basis.

#### **5.2.1.5 Approve Call Flow**

The Customer will be responsible for approving the call flow design developed by Selectron Technologies' Project Manager. Once the call flow design has been approved, software development will begin.

#### **5.2.1.6 Provide Remote Network Access**

In order to fully test the interactive solution, Selectron Technologies requires access to the permitting database prior to installation. Selectron Technologies' Project Manager will provide a Remote Access Questionnaire to help the



Customer identify the necessary requirements ([section 5.1.1.2, Provide Documentation](#)). If remote access is not granted, the Customer should inform the Project Manager immediately.

While system installation can be successful without prior access to the permitting database, additional, post-installation development and testing time will be necessary, delaying system activation by 1-2 weeks.

#### **5.2.1.7 Confirm Pre-Install Tasks**

Selectron Technologies' Project Manager will provide the Customer with a pre-installation checklist (refer to [section 5.1.1.2, Provide Documentation](#)). Once the checklist is completed and returned, the Project Manager will schedule the on-site installation.

### **5.2.2 Installation**

#### **5.2.2.1 Provide Installation Assistance**

The Customer must ensure that telephony and network staff are available, or on stand-by, to assist with Selectron Technologies' Installation Specialist, if needed.

#### **5.2.2.2 Provide Database Access**

The interactive solution's server must have access to the permitting database and must be allowed access as a user on the databases. The server may require additional licenses in order to have full access to the permitting database; these licenses are the Customer's responsibility. In addition, the Customer must purchase and implement the permitting database's API.

#### **5.2.2.3 Provide Network Access**

The interactive solution's server must have network access via a 10/100 connection and a fixed IP address.

#### **5.2.2.4 Provide Remote Access**

Remote access to the interactive solution's server should be provided to Selectron Technologies' staff for development and technical support. There are multiple options for how to setup remote access—Selectron Technologies' Project Manager will help the Customer choose a solution that best fits the situation.

#### **5.2.2.5 Install Phone Lines**

For a traditional, analog implementation of the interactive solution, one phone line per port must be provided and installed by the Customer. Phone lines must be part of a hunt group; Selectron Technologies strongly suggests that the Customer configure a terminal hunt group, which will help determine line usage.

If a T1 line is installed, a station-side line is required to connect the interactive solution's server to the PBX (Private Branch eXchange).



When implementing the interactive solution with an ISDN (Integrated Digital Services Network) system, full functionality may be dependent upon the feature set supported by the ISDN circuit provider.

When implementing the interactive solution with a VoIP (Voice over Internet Protocol) system, full functionality may not be available. VoIP is a developing technology in which standards, protocols, and integration methods are not yet mature. To ensure full functionality, analog lines are often used to connect the interactive solution to the Customer's VoIP switch via a gateway device (which is not included with the interactive solution). This gateway device must support all necessary functions required of the switch (such as transfers).

To implement a completely digital VoIP solution, a second Network Interface Card (NIC) is required to interface with the Customer's VoIP switch. The second NIC is provided with the interactive solution (Appendix A, **Hardware Specifications**). If the Customer is providing an alternate server, they are responsible for providing the NIC; Selectron Technologies recommends a 1GB card to maximize data traffic flow.

The Customer is responsible for ensuring that the VoIP system is configured correctly to allow full functionality of the interactive solution. Full functionality may require additional third-party hardware and services, which are the responsibility of the Customer. Additional integration services are provided by Selectron Technologies' Project Manager and development team as part of the implementation process.

When calls originate from the internet via a broadband telephone service, the interactive solution receives telephony voice and signalling via network data packets, rather than by traditional phone lines. Due to potential Internet instability, calls transmitted across the Internet may have their data packets delayed, causing the system to try and re-secure packets. This delay in receiving packets can cause the interactive solution to register a caller's key selection twice (i.e., detecting '22' instead of '2'). This issue arises regardless of the phone system being utilized by the Customer. As internet telephone service technology continues to mature, this issue may be resolved in the future.

#### **5.2.2.6 Confirm Service Functionality**

The Customer will have 30 calendar days after on-site installation to verify the functionality of the interactive solution. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan (section 5.1.1.2, **Provide Documentation**). Additionally, the System Acceptance Sign-off form (section 5.1.1.2, **Provide Documentation**) must be sent to Selectron Technologies' Project Manager within this period.

### **5.2.3 On-going System Responsibilities and Requirements**

#### **5.2.3.1 Provide Remote Access**

Remote access to the server must be provided to Selectron Technologies staff for development and technical support. Remote access can be set up using a VPN (Virtual Private Network) or IP (Internet Protocol) pinhole—





Selectron Technologies' Project Manager will assist the Customer in choosing a solution that best fits the situation.

Additionally, Selectron Technologies requires a variety of access accounts to the Customer's network and permitting database/system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the following accounts are modified:

- VPN account and password (if applicable)
- Network account and password for the interactive solution
- Permitting database accounts and passwords for the interactive solution
- Permitting system accounts and passwords for the interactive solution
- pcAnywhere account and password (or other third-party remote access software)
- IP address of the permitting database servers
- Group user account and password (Cisco® users only)

#### **5.2.3.2 Perform Regular System Backups**

The Customer will be responsible for including the server in regular system backup procedures.

#### **5.2.3.3 Maintain Server Environment**

The interactive solution's server should reside in an environment that meets acceptable, industry-standard hardware maintenance protocols. If adequate conditions are not maintained and/or the server sustains physical damage due to misuse, the Customer is responsible for server replacement.



# Appendix A: Hardware Specifications

## A. Overview

This addendum to the Statement of Work details the interactive solution's hardware specifications.

## B. Hardware

### B.1 Selectron Technologies Provided Server

Selectron Technologies will provide an HP ProLiant ML370 G4 server with the specifications listed below. Selectron Technologies reserves the right to select a different server at any point prior to system installation, provided that it is also optimized for the interactive solution.

- Intel® Xeon™ Processor 3.2 Ghz
- 2.0 GB ECC DDR SDRAM
- Three (3) 72.8 GB SCSI hard drives
- RAID 5 (striped + parity) SCSI Controller
- Microsoft® Windows® 2003 Server plus 5 CALs (Client Access Licenses)
- 48X CD-ROM drive
- 3.5' 1.44MB floppy drive
- 100/1000 Ethernet NIC
- U.S. Robotics® 56k V.90 PCI modem
- Logitech® keyboard
- Microsoft Intellimouse®

A rack mount adapter is available with the server; the conversion kit requires 5u. Additionally, a KVM switch can be requested, if required by the Customer.

### B.2 Customer Provided Server

If the Customer requires another server, other than the one provided with the interactive solution ([section B.1, Selectron Technologies Provided Server](#)), Selectron Technologies must be notified immediately during the initial phase of project implementation. It is the Customer's responsibility to provide an adequate replacement that meets Selectron Technologies' Customer Provided Server Policy requirements. If a dual-processor server is provided by the Customer, additional license fees are required due to third-party licensing agreements. A dual-processor server is not required for the system.

### B.3 Voice Board

The interactive solution includes eight (8) licensed ports. Selectron Technologies may install a voice board with a larger port capacity, but all additional ports require a purchased license for use.

The voice board will be replaced with a 100/1000 Ethernet NIC when the interactive solution is implemented with a VoIP system, but the number of licensed ports remains the same. This card will be in addition to the network card provided for access to the Customer's data

network (section B.1, Server). Additionally, with a VoIP solution the server's memory will be increased to 4 GB.





## Software License Agreement

This Selectron Technologies, Inc. ("Company") Software License Agreement ("SLA") is a legal agreement between the City of Novi, Michigan ("Customer") and Company for the software provided to Customer by Company, which includes computer software and associated media and printed materials, and may include "online" or electronic documentation ("Software"). By signing below, and/or by installing, copying, or otherwise using the Software, Customer agrees to be bound by the terms of this SLA.

### 1. Grant of License.

Subject to the terms of this SLA, Company grants to Customer, as the only end-user, a non-exclusive, non-transferable (except as specifically set forth herein), non-assignable, limited license (the "License") to install the Software for which Customer has paid a license fee. The License entitles Customer to use the Software at its principal place of business on a single computer or as specifically identified in the Professional Services Agreement, solely for Customer's internal business use. Except as otherwise notified by Company, the Software may not be used in connection with any software not acquired from Company specifically for use with the Software.

As part of the deliverables the Company utilizes certain Runtime-Restricted Use Software. Attached as Exhibit A are the applicable End User License Agreements as is required to be delivered to Customer.

### 2. Other Rights And Limitations.

Customer may not rent, lease, distribute, sell, assign, pledge, sublicense, loan, timeshare or otherwise use the Software for the commercial benefit of third parties, but Customer may transfer the Software on a permanent basis, provided Customer retains no copies and the recipient expressly agrees in writing to the terms of this SLA.

**Limitation on Reverse Engineering, Decompilation, and Disassembly.** Customer may not reverse engineer, decompile, translate, or disassemble the Software, except and only to the extent that applicable law notwithstanding this limitation expressly permits such activity.

**Other Use Restrictions.** Customer may not use the Software for any purpose other than for use on Customer's own internal computer networks, as set forth in this SLA, or make copies of the software, other than a single copy of the Software in machine-readable format solely for backup or archival purposes.

**Notice to Users.** Customer shall inform all users of the Software of all terms and conditions of the SLA.

### 3. Copyright.

The Software is licensed, not sold. Title and copyrights in and to the Software (including any images, "applets," photographs, animations, video, audio, music, and text incorporated into the Software), accompanying printed materials, and any copies Customer is permitted to make herein are owned by Company or its suppliers and are protected by United States copyright laws and international treaty provisions. Therefore, Customer must treat the Software like any other copyrighted material (e.g., a book or musical recording) except that Customer may either (a) make one copy of the Software solely for backup or archival purposes, or (b) transfer the Software to a single hard disk, provided Customer keeps the original solely for backup or archival purposes. Customer may not copy the printed materials accompanying the Software without Company's prior written approval.

### 4. Dual-Media Software.

Customer may receive the Software in more than one medium. Regardless of the type or size of media Customer receives, Customer may use only the single medium that is appropriate for Customer's single computer. Customer may not use or install the other media on another computer. Customer may not loan, rent, lease, or otherwise transfer the other media to another user, except as part of the permanent transfer of the Software.

### 5. Export Restrictions.

The Software is subject to the export control laws of the United States and other countries. Customer may not export or re-export the Software without the appropriate United States and foreign government licenses. Customer must otherwise comply with all applicable export control laws and shall defend, indemnify and hold Company and all its suppliers not liable from any claims arising out of Customer's violation of such export control laws. Customer further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

### 6. Limited Warranty.

Company warrants that the Software will perform substantially in accordance with the accompanying documentation for a period of one year from the date of

the Second Invoice, as that term is defined in the Professional Services Agreement, Exhibit A. Any changes or modifications to the Software by any person other than Company voids this limited warranty.

THE EXPRESS WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ARISING FROM OR RELATED TO THIS AGREEMENT AND ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT. This warranty disclaimer is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company's is authorized to modify this limited warranty, or make any additional warranties.

#### **7. Customer Remedies.**

Company and its suppliers entire liability and Customer's exclusive remedy for breach of this limited warranty shall be, at Company's option, either (a) comply with the Agreement (b) return of the price paid for the Software, or (c) replacement of the Software. The foregoing warranty is void if failure of the Software results from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Company are available without proof of purchase from an authorized non-U.S. source.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS SLA. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS SLA AND THE SOFTWARE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID TO COMPANY HEREUNDER. CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS SLA AND THAT COMPANY WOULD NOT ENTER INTO THIS SLA WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

#### **8. Network Security Disclaimer**

##### **8.1 Internet Security.**

Company's products may include software that connects to the Internet. The software is designed to operate within Customer's secure network environment. Specifically the software relies fully on the Customer's security measures and implements no

further security infrastructure. Company makes no representations or warranties to Customer regarding any 3rd party technologies or service's ability to meet Customer's security or privacy needs. This includes but is not limited to operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

##### **8.2 Remote Access Security.**

In order to enable development, customer support, and maintenance of the system, Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a customer solution such as VPN access. Regardless of what method is used to provide remote access, or who provides remote access software, it is the Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

##### **8.3 Outbound Services Disclaimer.**

Company's products may include software capable of automated outbound communication (Outbound Delivery Services). Company furnishes, and Customer accepts, Outbound Delivery Services as-is and with all faults, with no warranties, express, implied or statutory. Company does not warrant that Outbound Delivery Services will operate as intended. Company expressly and specifically disclaims the implied warranties of merchantability, fitness for a particular purpose and non-infringement. To the extent that Customer may not, under applicable law, disclaim any warranty, the scope and duration of such warranty shall be the minimum permitted under applicable law. Customer acknowledges that it has relied on no warranties whatsoever in connection with Outbound Delivery Services, and expressly assumes all risks arising from any failure of Outbound Delivery Services to operate as intended. Customer hereby irrevocably and unconditionally waives, releases and discharges Company and its predecessors, parents, subsidiaries, affiliates, successors, agents, officers, employees and assigns from and against any and all claims, causes of action or liabilities in any way arising from any failure of Outbound Delivery Services to operate as intended. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound dialing feature and understands that it is giving up in advance any right to sue or make any claim against Company if Customer, or Customer's end users, suffer injury or damage due to the failure of Outbound Delivery Services to operate as intended, even though Customer does not know what or how extensive those injuries or damages might be.

**9. U.S. Government End Users.**

The Software is a "commercial item", as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), the Software is licensed to any U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 7405 SW Tech Center Drive, Suite 140, Portland, Oregon 97223, USA.

**10. Supports and Maintenance.**

Customer may purchase Support and Maintenance by entering into a separate Support and Maintenance Agreement.

**11. Governing Law.**

This Agreement will be governed by the laws of the State of Michigan. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Oakland County, Michigan.

**12. Terms And Termination.**

This SLA shall continue indefinitely, unless terminated earlier in accordance with this Section 11. Customer may terminate this SLA at any time by returning or deleting all copies of the Software in Customer's possession and providing Company written notice that Customer has done so. (No refund will be provided upon such termination). Company may terminate this SLA (and Customer's right to continue to use the Software hereunder) immediately upon written notice if Customer breaches a material term or condition of this SLA, including Customer's failure to pay fees when due. Sections 3, 5, 6, 7, 8, 10, 11, 12, 13 and 14 shall survive any termination of this SLA.

**13. Confidentiality.**

The Software contains trade secrets and proprietary know-how that belong to Company and is being made

available to Customer in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS SLA, IS STRICTLY PROHIBITED AND IS ACTIONABLE AS A VIOLATION OF COMPANY'S TRADE SECRETS.

**14. Miscellaneous.**

**Attorneys' Fees.**

In the event of litigation between Customer and Company concerning the Software or this SLA, the prevailing party in the litigation shall be entitled to recover attorneys' fees and expenses from the losing party.

**Severability.**

If any provision of this SLA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 7 will remain in effect notwithstanding the unenforceability of any provision in Section 6.

**Entire Agreement.**

This SLA including exhibits constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This SLA may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will have no effect.

**Contact Information.**

Should Customer have any questions concerning this SLA, or if Customer desires to contact Selectron Technologies, Inc. for any reason, please contact us at: Selectron Technologies, Inc., 7405 SW Tech Center Drive, Suite 140, Portland, Oregon 97223, USA, [www.selectrontechnologies.com](http://www.selectrontechnologies.com).

Company: **Selectron Technologies, Inc.**

By: Todd A. Johnston

Signed: 

Title: President

Date: 12/17/06

Address: 7405 SW Tech Center Drive, Suite 140

Portland, Oregon 97223

Customer:

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

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## Exhibit A

# Microsoft® SQL Server™ 2000, Standard Edition, Runtime Restricted Use Software

## Licenses: 1

### END-USER LICENSE AGREEMENT

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#### SERVER LICENSE FOR MICROSOFT SQL SERVER SOFTWARE

**IMPORTANT – READ CAREFULLY:** This End-User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity) and the licensor (“Licensor”) of the software application or suite of applications with which you acquired the Microsoft software identified above, which includes computer software and may include associated media, printed materials, and “online” or electronic documentation (“Software”). An amendment or addendum to this EULA may accompany the Software. Microsoft Corporation or one of its affiliates (collectively, “Microsoft”) has licensed the Software to Licensor. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE SOFTWARE; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.**

This EULA supercedes any electronic EULA which may be contained within the Software. If any of the terms of any electronic EULA in the Software conflict with the terms of this EULA, the terms of this EULA shall control.

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The Software may contain the following:

- “Server Software” provides services or functionality on your server (your computers capable of running the Server Software are “Servers”);
- “Client Software” allows an electronic device (“Device”) to access or utilize the Server Software.

**1. GRANT OF LICENSE.** Licensor grants you the following rights provided you comply with all terms and conditions of this EULA:

*a. Installation -- Server Software.*

- *SQL Server, Standard Edition.* If you have acquired the Standard Edition of the Server Software, you may install and use one (1) copy of the Server Software on a single Server.

*b. Runtime-Restricted Use Software.* The Software is “Runtime-Restricted Use” software; as such, it may only be used to run the integrated software turnkey application or suite of applications delivered by or on behalf of the Licensor (such application or applications referred to as the “Integrated Application”) solely as part of the Integrated Application. The Software may not be used either (i) to

develop and/or (ii) in conjunction with new applications, databases or tables other than those contained in the Integrated Application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables, and/or from using a development environment or workbench which is part of the Integrated Application to configure or extend such Integrated Application.

c. *SQL Server 2000 Client Access Licenses ("CAL" or CALs").*

Two different types of SQL Server 2000 CALs are available to you: "Device" and "User." Each Device CAL permits one Device (used by any User) to access or use the Server Software. Each User CAL permits one User (using any Device) to access or use the Server Software. You may use a mix of Device CALs and User CALs simultaneously with the Server Software.

- i. *SQL Server 2000 CAL Requirements.* CALs that you acquire as part of the Integrated Application may be used only in conjunction with your Server Software. You must acquire a separate CAL for each unique individual person ("User") or Device that
  - accesses or otherwise utilizes the services of the Server Software (including Devices or Users using MSDE for such access), or
  - installs and uses SQL Server Personal Edition,
  - uses the Management Tools, Books-Online, and Development Tools components of Microsoft SQL Server (collectively "Tools"). You may only use the Tools for internal use in conjunction with your Server Software.
- ii. *SQL Server 2000 Client Access License Version Matching.* CALs used with the Server Software must have the same or later version number than the corresponding version number of the Server Software being used.

d. *Use of Redistributable Code.* In addition to the rights granted above, Licensor grants you the nonexclusive, royalty-free right to use, reproduce and distribute the Microsoft SQL Server Desktop Engine ("MSDE") and the files listed in the REDIST.TXT contained in the Software (collectively, the "Redistributable Code"), provided that you also comply with the following:

i. **General Requirements.** If you choose to redistribute any portion of the Redistributable Code, you agree:

- A. to distribute the Redistributable Code in object code form and only in conjunction with and as a part of a software application product developed by you that adds significant and primary functionality to the Software ("Application");
- B. not to use Microsoft's name, logo, or trademarks to market the Application;
- C. to include a valid copyright notice in your name on the Application;
- D. to indemnify, hold harmless, and defend Licensor and Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the Application; and
- E. to otherwise comply with the terms of this EULA.

You also agree not to permit further distribution of the Redistributable Code by your end users except you may permit further redistribution of the Redistributable Code by your distributors if they only distribute the Redistributable Code in conjunction with, and as part of, the Application and you and your distributors comply with all other terms of this EULA.

ii. **Additional Requirements for MSDE.** If you choose to redistribute MSDE, you also agree:



A. that your Application shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and

B. that unless your Application requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use MSDE for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. **Note:** A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product.

*e. Reservation of Rights.* Licensor and Microsoft reserve all rights not expressly granted to you in this EULA.

*f. Benchmark Testing.* You may not disclose the results of any benchmark test of either the Server Software or Client Software to any third party without Microsoft's prior written approval.

2. **INSTALLATION OF SERVER SOFTWARE ON PASSIVE FAIL-OVER SERVER.** If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only for fail-over support.
3. **"MULTIPLEXING."** Hardware or software that reduces the number of Devices directly accessing or using the Server Software *does not* reduce the number of required CALs. The number you need is based on the number of distinct inputs to the hardware or software "front end."
4. **NO RENTAL/NO COMMERCIAL HOSTING.** You may not rent, lease, lend, or provide commercial hosting services with the Software.
5. **ADDITIONAL SOFTWARE/ COMPONENT LICENSES.** This EULA applies to updates or supplements to the original Software provided by Licensor or Microsoft, unless Licensor or Microsoft provides other terms along with the update or supplement. The Software may contain certain components (each, a "Component") that include a separate end user license agreement (a "Component Agreement"). The terms of any Component Agreement are herein incorporated by reference to this EULA; in the event of any inconsistencies between this EULA and any Component Agreement, the terms of this EULA shall control.
6. **TRANSFER—Internal.** You may move the Server Software to a different Server as part of a transfer of the Integrated Application. *Transfer to Third Party.* The initial user of the Software may make a one-time transfer of the Software to another end user as part of a transfer of the Integrated Application. The transfer must include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred Software must agree to all the EULA terms, including without limitation the runtime restriction specified above.
7. **LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.
8. **TERMINATION.** Without prejudice to any other rights, Licensor or Microsoft may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Software and all of its component parts.

9. **CONSENT TO USE OF DATA.** You agree that Microsoft and its affiliates may collect and use technical information you provide as a part of support services related to the Software. Microsoft agrees not to use this information in a form that personally identifies you.
10. **NOT FOR RESALE SOFTWARE.** Software identified as "Not for Resale" or "NFR," may not be resold, transferred or used for any purpose other than demonstration, test or evaluation.
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14. The Software is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Software. **The Software is licensed, not sold.**
15. **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**
16. **NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**
17. **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).**
18. **SEVERABILITY.** If a court holds any provision of this EULA to be illegal, invalid or unenforceable, the remaining provisions will continue in full force and effect and the parties will amend this EULA to give effect to the stricken clause to the maximum extent possible.

Microsoft is a registered trademark of Microsoft Corporation in the United States and/or other countries.

# Microsoft® SQL Server™ 2000, Standard Edition, Runtime-Restricted Use Software

Client Access Licenses: 8 Device CAL's 2 User CAL's

## END-USER LICENSE AGREEMENT

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### CLIENT ACCESS LICENSE FOR MICROSOFT SQL SERVER SOFTWARE

**IMPORTANT – READ CAREFULLY BEFORE ACCESSING MICROSOFT SERVER SOFTWARE:** This Client Access License Agreement (“CAL”) is a legal agreement between you (either an individual or a single entity) and the licensor (“Licensor”) of the software application or suite of applications with which you acquired this CAL for the Microsoft software identified above (“Server Software”). Microsoft Corporation or one of its affiliates (collectively, “Microsoft”) has licensed the Server Software to Licensor. BY ACCESSING OR OTHERWISE UTILIZING THE SERVICES OR FUNCTIONALITY OF THE SERVER SOFTWARE IDENTIFIED ABOVE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS CAL. IF YOU DO NOT AGREE TO THE TERMS OF THIS CAL YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.

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UNLESS OTHERWISE NOTED, CAPITALIZED TERMS USED IN THIS CAL HAVE THE SAME MEANING AS IN THE END-USER LICENSE AGREEMENT ACCOMPANYING THE SERVER SOFTWARE (“SERVER EULA”).

#### 1. GRANT OF LICENSE.

- *Overview of the CAL.* This CAL grants a User (using any Device) or a Device (used by any User) the right to access or otherwise use the services or functionality of the Server Software residing on your Server, solely in the manner described in the end user license agreement accompanying your Server Software (the “Server EULA”). (Capitalized terms in this CAL have the same meaning as in the Server EULA unless otherwise noted.) This CAL may only be used with the Server Software acquired as part of the Integrated Application.
- *Multiple Client Access Licenses.* If this CAL is a multiple CAL, you have acquired the total number of CALs specified above, and you may use each such CAL in the manner described herein. *Runtime-Restricted Use Server Software.* The Server Software is “Runtime-Restricted Use” software; as such, the Server Software may only be used to run the turnkey application or suite of applications delivered by or on behalf of Licensor of the Server Software as part of the Integrated Application (as defined in the Server EULA). The Server Software may not be used either (i) to develop and/or (ii) in conjunction with, new applications, databases or tables other than those contained in the Integrated Application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables, and/or from using a development environment or workbench which is part of the Integrated Application to configure or extend such Integrated Application. This CAL permits you to access or otherwise utilize the services or functionality of only the Runtime-Restricted Use version of the Server Software licensed and delivered to you as part of the Integrated Application, in accordance with the other terms of this CAL.

2. *TRANSFER-Internal.* You may make a one-time transfer of a “Runtime-Restricted Use” CAL to another of your Devices or Users as part of a transfer of the Integrated Application. *Transfer to Third Party.* The

initial end user of the CAL may make a one-time transfer of this "Runtime-Restricted Use CAL to another third party end user as part of a transfer of the Integrated Application. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred CAL must agree to all the CAL terms, including without limitation the runtime restriction specified above. *No Rental.* You may not rent, lease, or lend the CAL.

3. **TERMINATION.** Without prejudice to any other rights, Licensor or Microsoft may terminate this CAL if you do not abide by the terms and conditions herein, in which case you must destroy all copies of the SOFTWARE and all of its component parts.
4. **NOT FOR RESALE SOFTWARE.** CALs identified as "Not for Resale" or "NFR" may not be resold, transferred or used for any purpose other than demonstration, test or evaluation.
5. **ACADEMIC EDITION SOFTWARE.** To use CALs identified as "Academic Edition" or "AE," you must be a Qualified Educational User." For qualification-related questions, please contact the Licensor of this Software.
6. **NOT FAULT TOLERANT.** THE SERVER SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SERVER SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SERVER SOFTWARE IS SUITABLE FOR SUCH USE.
7. **NO WARRANTIES BY MICROSOFT.** YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO (A) THIS CAL, (B) THE SERVER SOFTWARE, OR (C) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE CAL, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.
8. **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE CAL, THE SERVER SOFTWARE, OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE CAL. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).
9. **SEVERABILITY.** If a court holds any provision of this EULA to be illegal, invalid or unenforceable, the remaining provisions will continue in full force and effect and the parties will amend this EULA to give effect to the stricken clause to the maximum extent possible.

Microsoft is a registered trademark of Microsoft Corporation in the United States and/or other countries.



## PremierPro Support and Maintenance Agreement

This Support and Maintenance Agreement (this "Agreement") is entered into upon commencement of the Warranty between Selectron Technologies, Inc. ("Company") and the City of Novi, Michigan ("Customer").

For the fees specified below, Company will provide to Customer support and maintenance for the Products, as outlined below and as set forth in Exhibit A, for the term of the Agreement.

### 1. Term:

a) The Term of this Agreement shall commence upon the issuance of the Second Invoice (as that term is defined in the Professional Services Agreement, Exhibit A) of the Company product(s) to which this Agreement relates (the "Products"), and shall end on the last day of the twelfth month. A list of the Products is attached as Exhibit A.

b) If this Agreement is entered into after the commencement of the Warranty or subsequent support periods, the Customer will be charged for the entire Term beginning on the Warranty Date.

### 2. Renewal:

a) The Term of this Agreement will automatically renew for successive terms of one year each unless either party gives written notice of non-renewal prior to thirty (30) days before the end of the then-current term.

b) The Customer shall maintain continuous coverage of its support contracts in order to be eligible for telephone support, and other services provided hereunder. If this Agreement is not renewed and the Customer later decides to reinstate support services, the Customer must pay all fees that would otherwise have been paid had this Agreement been renewed without interruption.

c) The Customer may request concurrent expiration dates for support agreements purchased at different times of the year. The Customer must work directly with Company to adjust (prorate) their support coverage so the terms of all such agreements expire concurrently.

### 3. Termination:

This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Upon termination by Company without cause or by Customer for material breach, Company will refund any fees paid for months subsequent to termination.

### 4. Fees:

The Customer shall prepay Company an annual fee for the support services as set forth in Exhibit A.

### 5. Support Services:

Company shall provide customer support for technical problems that occur when using the Products. This Agreement does not include support of the following items:

- a) Altered or modified Software not performed by Company.
- b) Errors caused by the Customer's negligence, or other causes beyond Company's reasonable control.
- c) Version Upgrades of Host or backend database software.
- d) Direct support for the required Application Program Interface either purchased or procured as part of the integrated solution.
- e) Enhancements, replacements, or modifications to current versions performed at the Customer's request and not intended to resolve a product failure.

These professional services may be provided based on current published rates for Time and Material or fixed bid quote. Customers with Support Agreements in which all fees are current receive preferred rates for both standard and after hours professional services.

Company Software Developers will directly handle the Customer issues outlined in the following levels of support.

### 6. Support and Maintenance:

The fee for PremierPro Support includes:

- a. Telephone Support for general use questions during normal business hours (6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday).
- b. Use of Company's Toll Free Number
- c. On-Line technical diagnostic support
- d. Software correction upgrades
- e. 1 business day relief goal
- f. 24 Hours, 7 days per week, 365 days per year support for emergency (system down or inoperable) calls
- g. Development work necessary to support standard updates to your Host database (i.e. land management software, utility billing software, etc...) and back-end database.

This requires two (2) weeks notice prior to planned system upgrade in order to accommodate scheduling of resources. Please contact support@STI.gov.com to schedule.

- h. Quarterly Proactive System Review. Selectron will perform the following system diagnostics and create a history file and notify the primary Customer contact with the results of these actions:
  - 1. Assess the current machine resources including memory, processor, and disk-space utilization
  - 2. Examine log files including error logs to identify any anomalous entries
  - 3. Apply current validated software updates to the operating system, device drivers, and database server software.
- i. 'Out-of-cycle' critical updates. Updates that meet these criteria are failures that might be likely to cause hardware damage, system unavailability, data corruption, or severe data vulnerability.

Non-emergency calls made after normal business hours will be billed at an hourly rate of 1.5 times the current day labor rate, with a two hour minimum charge.

#### **7. Hardware Maintenance:**

Company, at its sole discretion, may use new or refurbished parts for the repair of any Company provided Hardware.

#### **8. Customer Warranty:**

Customer shall perform all necessary preventative maintenance as outlined in Company's Administrative Guide. If Customer's failure to perform the required preventative maintenance is determined, in Company's reasonable discretion, to be the cause of any support call, Customer will be billed at the current hourly rate.

#### **9. Response Times:**

Non-emergency support calls will be responded to within one business day, however most calls are handled within two hours of receipt. For Premier Support during non-business hours, an answering service takes all support calls. Calls that are placed as an emergency (system down or inoperable) will be dispatched to the on-call support staff for response within four hours. Non-emergency calls will be directed to support personnel, and will be responded to the next business day.

#### **10. Customer Contacts:**

Three customer support contacts are allowed. Additional contacts may be added at any time for an additional \$500.00 per contact. Only Customer's

customer support contacts may contact Company for support services.

Customer's customer support contacts are as set forth on Exhibit A. Customer may change its customer support contacts upon 30 days written notice to Company.

#### **11. Warranty Disclaimer:**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED TO CUSTOMER "AS IS" AND COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. This limitation on liability is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company is authorized to modify this limited warranty, or make any additional warranties.

#### **12. Limitation of Liability:**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO COMPANY HEREUNDER. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

#### **13. Limited Remedy:**

If Company materially fails to perform its obligations under this Agreement, and such failure results in downtime of the relevant hardware and software that exceeds 48 hours, Customer's sole remedy, and Company's entire liability, shall be a pro rata refund for the services ("Downtime Credit"). In order to receive a Downtime Credit, the Customer must notify Company in writing within 7 days from the time of Downtime. In no event shall any Downtime Credit or the total cumulative damages for a breach of this Agreement by Company be more than the amounts previously paid by Customer under this Agreement in the 12 month period immediately preceding the Downtime Credit or breach.

**14. Severability:**

If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Sections 12 and 13 will remain in effect notwithstanding the unenforceability of any provision in Section 11.

**15. Force Majeure:**

Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

**16. Independent Contractors:**

The relationship between Customer and Company is that of an independent contractor, and neither party is an agent or partner of the other. Customer or Company will not have, and will not represent to any third party that it has, any authority to act on behalf of either party.

**17. Governing Law and Venue:**

This Agreement will be governed by the laws of the State of Michigan. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Oakland County, Michigan.

**18. Attorney's Fees:**

In the event of litigation between Customer and Company concerning this Agreement, the prevailing party in the litigation shall be entitled to recover attorneys' fees and expenses from the losing party.

**19. Survival.**

Sections 11, 12, 13, 14, 16, 17, 18, 19 and 20 will survive expiration or termination of this Agreement

**20. Entire Agreement:**

This Agreement and the attached Addendum, which are incorporated herein by reference, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will have no effect.

**Selectron Technologies, Inc.**

By: Todd A. Johnston

Signed: 

Title: President

Date: 12/7/06

Address: 7405 SW Tech Center Drive, Suite 140

Portland, OR 97223

**Customer**

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

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

## EXHIBIT A

### Pricing

Effective Dates: 12-Month Warranty begins at the completion of on-site installation

Extended Maintenance Estimate:

Item	Dates covered	Amount	Payment Due Date
VoicePermits	February 1, 2007 to January 31, 2008	Included	Warranty
VoicePermits	February 1, 2008 to January 31, 2009	\$7,710.00	January 15, 2008
VoicePermits	February 1, 2009 to January 31, 2010	\$8,095.00	January 15, 2009
VoicePermits	February 1, 2010 to January 31, 2011	\$8,500.00	January 15, 2010
VoicePermits	February 1, 2011 to January 31, 2012	\$8,925.00	January 15, 2011

#### Notes:

- For this purpose, we will assume a November 1, 2006 warranty date on the currently scheduled System. Actual date is based on the on-site implementation and will be mutually determined with your Project Coordinator.
- The System Value for maintenance calculations is \$51,400.
- Maintenance amounts for future periods are estimates, and do not include increases to reflect additional functionality purchased.
- Maintenance estimates for future periods are not a guarantee that annual support agreements will be offered. You will receive a minimum of 12 months notice of discontinuance of annual support agreements.

### Products and Licenses

#### **VoicePermits™ Interactive Voice Response Solution**

##### Included Functionality:

Schedule an Inspection	Speak Site Address
Cancel an Inspection	Permit Based Messaging
Obtain Inspection Results	VP Reporting Module
Post Inspection Results	

##### Proliant ML 370 G4 Upgrade

Microsoft Windows 2003 Server  
3 GB RAM  
Redundant Hot Plug Supply Power  
48x CD-ROM Drive, 3.5" Floppy Drive

Intel Xeon 3.4 GHz Processor  
Three (3) 72GB SCSI Hard Drives (Hot Plug)  
RAID 5 (Striped + Parity) SCSI Controller  
Dual Integrated Network Cards, 56K Modem

#### **Correction Codes**

**Professional Voice Recording of Call Flow, System Prompts & Correction Codes**

**Support and related fees due for the Accela API is NOT included as part of this agreement.**



**Customer Support Contacts**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Email \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_ Email \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_ Email \_\_\_\_\_ Telephone: \_\_\_\_\_

Group Email for all three contacts: \_\_\_\_\_