RIGHT STUFF SOFTWARE CORPORATION
SOFTWARE LICENSE AGREEMENT

END USER

This SOFTWARE LICENSE AGREEMENT ("Agreement") is made by and between Right Stuff Software Corporation ("Right Stuff") whose mailing address is 700 Stonehenge Parkway Unit A, Dublin, Ohio 43017, and the Town of Danville, Indiana, whose mailing address is 49 N Wayne St, Danville, Indiana 46122 (the "Licensee").

FOR AND IN CONSIDERATION OF the mutual promises, covenants, and obligations contained herein, the parties hereby agree as follows:

1. **LICENSE.**

(A) In accordance with the terms herein, Right Stuff grants to Licensee, and Licensee accepts from Right Stuff, a perpetual nonexclusive and nontransferable license ("Software License") to use the current object code version of Right Stuff's Software. Licensee may install the Software specified in the description of the Software attached as Exhibit A ("Software").

(B) Licensee's use of the Software is restricted so that Licensee may not:
(1) Sublicense, sell, lease, or rent the Software;
(2) Decompile, disassemble, reverse engineer the Software;
(3) Create a derivative work of the Software;
(4) Use the software by more than the number of concurrent users that have been licensed; or
(5) Reveal benchmark tests.

(C) Right Stuff reserves the right, without prior approval from or notice to the Licensee, to make changes to the Software and Related Materials and to substitute Software and Related Materials reflecting those changes provided that the Software and Related Materials delivered substantially conform to the specifications in place as of the effective date of this Agreement.

2. **OTHER LICENSES.**

Except as provided in this Agreement, no license under any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted by Right Stuff to Licensee under this Agreement.

3. **ACCESS TO SOFTWARE.**

(A) Licensee will not allow any third party to have access to the Software, documentation and product collateral ("Related Materials") without Right Stuff's prior written consent. Licensee will not have any rights to grant any sublicense, subfranchise or lease or otherwise

transfer any of its rights to the Software and Related Materials under this Agreement without the prior written consent of Right Stuff.

(B) Unless herein otherwise stated, the Software and all Right Stuff applications and data used within Right Stuff applications shall be maintained behind the Licensee's firewall and secured according to Licensee's information security program.

4. **TERM OF AGREEMENT.**

(A) The initial term of this Agreement is for a period of thirty-six (36) months ("Initial Term") which commences when Licensee accepts or is deemed to have accepted the Software which is the subject of this Agreement ("Go Live Date"). Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year terms, under the same terms and conditions set forth herein, unless within ninety (90) days of the expiration of the then current Renewal Term, Licensee has provided to Right Stuff written notice of Licensee's intent not to renew. For each Renewal Term, Right Stuff's fees may be subject to an annual increase not to exceed three percent (3%) per year calculated starting on the Go Live Date. Such annual increase, if any, shall be communicated by Right Stuff to Licensee on or before July 1 of the year prior to the Renewal Term which is subject to the annual increase. If this Agreement is not renewed, upon the expiration of the then current Renewal Term, the Licensee shall return the Software and all copies thereof to Right Stuff.

(B) The Go Live Date shall be the first date the Licensee begins using the Software in their production environment. This Go Live Date will be communicated in an email from Right Stuff to the Licensee.

5. **COPIES.**

The license(s) granted herein include(s) the right to copy the Software to use the Software as specified in Exhibit A and pursuant to this Software License and for archival and back-up only. In order to protect Right Stuff's copyrights in the Software, Licensee agrees to reproduce and incorporate Right Stuff's copyright notice in any copy, modifications or partial copy.

6. **TRANSFERS.**

Licensee may physically transfer the Software from (as applicable):
(1) One (1) standalone computer or network node to another standalone computer or network node; or
(2) One (1) server to another server, provided the Software is used on only one (1) computer, network node or server(s) (web and database) at a time; or
(3) The same number of standalone computers, network nodes or servers to the same number of other standalone network nodes or servers.

7. **PRICE AND PAYMENT.**

Licensee shall make payment to Right Stuff for the Software License pursuant to the fees and payment terms set forth in Exhibit A.

8. **SOFTWARE OWNERSHIP.**

(A)   Right Stuff represents that it has all rights required to license the Software and all portions thereof and to grant Licensee the Software License.

(B)   Risk of loss or damage to Software licensed by Licensee under this Agreement will vest in Licensee when the Software have been received by Licensee, or its representative, provided that such loss or damage is not caused by Right Stuff, its employees or agents.

9. **OTHER SERVICES.**

Right Stuff may provide Licensee with consulting services, software maintenance, and technical support not provided herein through separate written agreements.

10. **ADDITIONAL INTELLECTUAL PROPERTY RIGHTS.**

The parties agree and acknowledge that the Software and related services to be provided under this Agreement by Right Stuff may result in the development of proprietary and secret information, materials, concepts, applications, technologies, systems, solutions, techniques, methods, processes, adaptations and ideas ("Propriety Information"). The parties agree that such Propriety Information shall, in the absence of an agreement to the contrary, belong to Right Stuff and Licensee shall have a nonexclusive license to use such. Licensee hereby agrees that the Software and all materials incidental thereto developed by Right Stuff under this Agreement shall be the sole and exclusive property of Right Stuff, and that Right Stuff shall own all of the rights, title and interest in such Software including, but not limited to any copyrights, patents, trademarks and trade secrets relating to the Software. Where applicable, Licensee hereby agrees to cooperate with Right Stuff in securing or registering any such rights.

11. **ASSIGNMENT.**

Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Right Stuff. Right Stuff may not assign or transfer, without the prior written consent of the Licensee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that Right Stuff may assign its rights, duties and obligations under this Agreement to a parent company or subsidiary or a purchaser of all or substantially all of its assets.

12. **WARRANTY.**

(A)   RIGHT STUFF WARRANTS THAT SOFTWARE WILL CONFORM TO RIGHT STUFF'S PROPOSAL ("EXHIBIT B") WHEN INSTALLED AND WILL BE FREE OF DEFECTS WHICH SUBSTANTIALLY AFFECT SYSTEM PERFORMANCE FOR A PERIOD OF NINETY (90) DAYS AFTER THE GO LIVE DATE.

(B)   IN THE EVENT OF AN ALLEGED DEFECT, THE LICENSEE MUST NOTIFY RIGHT STUFF IN WRITING, WITHIN NINETY (90) DAYS OF DELIVERY OF THE SOFTWARE TO THE LICENSEE (NOT INCLUDING DELIVERY OF ANY SUBSEQUENT MODIFICATIONS TO THE SOFTWARE), OF ITS CLAIM OF ANY SUCH DEFECT. IF THE SOFTWARE IS FOUND DEFECTIVE BY RIGHT STUFF, RIGHT STUFF WILL, AT ITS OPTION, CHOOSE TO CORRECT OR WORK AROUND ERRORS TO REPLACE DEFECTIVE MEDIA OR REPLACE THE SOFTWARE WITH FUNCTIONALLY EQUIVALENT SOFTWARE. IN THE EVENT THAT, WITHIN A REASONABLE PERIOD OF TIME AFTER NOTIFICATION, SUCH REPAIRED, REPLACED, OR SUBSTITUTE SOFTWARE CONTINUES NOT TO PERFORM ACCORDING TO CURRENT PUBLISHED SPECIFICATIONS, LICENSEE MAY, AT ITS OPTION, TERMINATE THE AGREEMENT.

(C)   THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY RIGHT STUFF. RIGHT STUFF MAKES AND LICENSEE RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RIGHT STUFF SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF RIGHT STUFF FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE.

(D)   IF ANY MODIFICATIONS ARE MADE TO THE SOFTWARE BY LICENSEE DURING THE WARRANTY PERIOD, THIS WARRANTY SHALL IMMEDIATELY BE TERMINATED. CORRECTION FOR DIFFICULTIES OR DEFECTS TRACEABLE TO LICENSEE'S ERRORS OR SYSTEMS CHANGES SHALL BE BILLED AT RIGHT STUFF'S STANDARD TIME AND MATERIAL CHARGES ($150 PER HOUR).

(E)   RIGHT STUFF DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR THE OPERATION OF THE SOFTWARE AND RELATED MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE.

(F)   LICENSEE IS SOLELY RESPONSIBLE FOR ANY POLICY, PROCEDURE, PRACTICE, OR OTHER "LOCAL" MATTER LICENSEE DIRECTS OR REQUESTS RIGHT STUFF TO IMPLEMEMENT AS A SOFTWARE OPTION. LICENSEE ACCEPTS RESPONSIBILITY FOR ANY SOFTWARE OPTIONS THAT ARE IMPLEMENTED AT ITS SOLE REQUEST OR DIRECTION IF SUCH SOFTWARE OPTION VIOLATES LOCAL, STATE AND/OR FEDERAL LAWS. AS ADDITIONAL CONSIDERATION FOR THIS LICENSE, LICENSEE WILL CAUSE RIGHT STUFF TO BE INCLUDED AS AN ADDITIONAL COVERED PARTY FOR INJURY ARISING OUT OF A POLICY, PROCEDURE, PRACTICE OR OTHER "LOCAL" MATTER LICENSEE DIRECTS OR REQUESTS RIGHT STUFF TO IMPLEMENT AS A

SOFTWARE OPTION TO THE STANDARD PRODUCT, IF SUCH POLICY, PROCEDURE, PRACTICE, OR OTHER LOCAL MATTER, VIOLATES AN APPLICABLE LAW OR REGULATION. RIGHT STUFF'S COVERAGE AS AN ADDITIONAL COVERED PARTY SHALL END WHEN THIS LICENSE TERMINATES.

13. **SYSTEM MAINTENANCE.**

Licensee will from time to time require maintenance and support regarding the use of the Software. Right Stuff and Licensee agree as follows:

(A) Right Stuff will promptly notify Licensee of any material defects or malfunctions in the Software or Related Materials that it learns from any source.

(B) Right Stuff will, from time to time, supply Licensee with copies of the Software and Related Materials revised to reflect significant updates and enhancements to the Software made by Right Stuff, if any, during the period of this Agreement. Such enhancements may include, without limitation, modifications to the Software that increase its speed, efficiency, and/or ease of operation. Right Stuff will supply copies of any of these updates and/or enhancements without additional charge.

(C) Within a reasonable time after being given written notice thereof, Right Stuff will correct inherent material errors in the Software that are not caused by the Licensee's misuse, improper use, alteration, or damage to the Software.

14. **INDEMNITY.**

(A) Right Stuff, at its own expense, will defend any action brought against Licensee and indemnify Licensee for any damages awarded against Licensee in any action to the extent that it is based on a claim that the Software or any software system used within the scope of this Agreement infringes any U.S. patents, copyrights, license or other property right, provided that Right Stuff is immediately notified in writing of such claim. Right Stuff shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Right Stuff's prior written approval.

(B) If, as a result of any claim of infringement against any patent, copyright, license or other property right, Right Stuff is enjoined from using the Software, or if Right Stuff believes that the Software is likely to become the subject of a claim of infringement, Right Stuff at its option and expense may procure the right for Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable, Right Stuff may discontinue the Software License granted herein upon thirty (30) day written notice to the Licensee and shall refund to Licensee the unamortized portion of the monthly license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Go Live Date under

this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year. The foregoing states the entire liability of Right Stuff with respect to infringement of any copyrights or patents by the Software or any parts thereof.

15. **PROPRIETARY RIGHTS; LICENSE GRANT.**

Licensee acknowledges and agrees that the Software contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Licensee further acknowledges and agrees that content contained in information presented to Licensee through the Software is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Right Stuff, Licensee agrees not to duplicate, modify, reproduce, rent, lease, loan, sell, give, sublicense, assign, distribute, otherwise transfer, create derivative works based on, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any source code for the Software, in whole or in part, or to allow or assist any others to do so. Right Stuff grants Licensee a personal, nontransferable, nonsublicensable and nonexclusive right and license to use the object code of its Software for the sole purpose of accessing and using the Software. Licensee agrees not to access the Software by any means other than through the interface that is provided by Right Stuff for use in accessing the Software.

16. **CONFIDENTIALITY, SCOPE OF AGREEMENT, AND OWNERSHIP.**

The provisions of this Section survive any termination or expiration of this Agreement.

(A)   Definitions.
   (1)   "*Licensee Information*" means the following types of information of Licensee and its Affiliates obtained or accessed by Right Stuff from or on behalf of Licensee or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information; (b) customer lists, business plans, information security plans, business continuity plans, and proprietary software programs; (c) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Licensee's individual customers ("Licensee PII"); and (d) any other information received from or on behalf of Licensee or its Affiliates that Right Stuff could reasonably be expected to know is confidential or exempted from disclosure under Indiana's Access to Public Records Act.
   (2)   "*Right Stuff Information*" means the following types of information of Right Stuff and its affiliates obtained or accessed by Licensee from or on behalf of Right Stuff or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information (including that of any Right Stuff Licensee, supplier, or licensor); (b) Licensee lists, information security plans, business continuity plans, all information and documentation regarding the hosting environment ("Deliverables"), all software products, including software modifications and documentation, databases, training aids, and all data, code, techniques, algorithms, models, methods, processes, logic, architecture, and designs embodied or incorporated therein; and (c) any

personally identifiable information, defined as information that can identified to a particular person without unreasonable effort, such as the names and social security numbers of Right Stuff employees; and (d) any other information and data received from or on behalf of Right Stuff or its affiliates that Licensee could reasonably be expected to know is confidential or exempted from disclosure under Indiana's Access to Public Records Act.

(3)   "*Information*" means, collectively, Licensee Information and Right Stuff Information. No obligation of confidentiality applies to any Information that: (a) the receiving entity ("Recipient") already possesses without obligation of confidentiality; (b) develops independently without reference to Information of the disclosing entity ("Discloser"); (c) rightfully receives without obligation of confidentiality from a third party; or (d) is or becomes publicly available without Recipient's breach of this Agreement.

(B)   Obligations.

(1)   Recipient agrees to hold as confidential all Information it receives from the Discloser. All Information shall remain the property of Discloser or its suppliers and licensors. Recipient will use the same care and discretion to avoid disclosure of Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care and no less than is required by law. Recipient may only use Information for the lawful purposes contemplated by this Agreement, including in the case of Right Stuff use of Licensee Information for fulfilling its obligations under this Agreement, performing, improving and enhancing the Deliverables, and developing data analytics models to produce analytics-based offerings. Licensee agrees that prior to providing Right Stuff access to any Licensee PII, Licensee shall ensure that any necessary consent has been obtained that is required by law or regulation for Right Stuff to access the information and to use it pursuant to the terms set forth in this Agreement. Right Stuff specifically agrees not to use or disclose any "non-public personal information" about Licensee's customers in any manner prohibited by Title V of the Gramm-Leach-Bliley Act or the regulations issued thereunder ("GLBA"), as applicable to Right Stuff.

(2)   Recipient may disclose Information to its employees and employees of permitted subcontractors and affiliates who have a need to know, its attorneys and accountants as necessary in the ordinary course of its business, or any other party with Discloser's prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with (or in the case of its attorneys or accountants a professional obligation of confidentiality from) such party sufficient to require that party to treat Information in accordance with the requirements of this Agreement, and Recipient will remain responsible for any breach of this section by any of the above parties.

(3)   Recipient may disclose Information to the extent required by law or legal process, provided that: (a) Recipient gives Discloser prompt notice, if legally permissible, so that Discloser may seek a protective order; (b) Recipient reasonably cooperates with Discloser (at Discloser's expense) in seeking such protective order; and (c) all Information shall remain subject to the terms of this Agreement in the event of such disclosure. At Recipient's option, Information will be returned to Discloser or destroyed (except as may be contained in backup files created in the ordinary course of business) at the termination or expiration of this Agreement or any applicable Exhibit

and, upon Discloser's request, Recipient will certify to Discloser in writing that it has complied with the requirements of this sentence.

(4) Recipient acknowledges that any breach of this section may cause irreparable harm to Discloser for which monetary damages alone may be insufficient, and Recipient therefore acknowledges that Discloser shall have the right to seek injunctive or other equitable relief against such breach or threatened breach, in addition to all other remedies available to it at law or otherwise.

(C) <u>Scope of Agreement</u>.
(1) Licensee may only use the Deliverables to process the transactions contemplated by this Agreement.
(2) Licensee's use of the Deliverables in the course of Licensee's business is restricted to only those uses expressly stated in this Agreement and the attached Exhibits. Licensee acknowledges that the Deliverables were designed by Right Stuff in accordance with Licensee's specifications, and that any use of the Deliverables beyond what is specified in this Agreement and the attached Exhibits is prohibited. **USE OF THE DELIVERABLES BEYOND WHAT IS SPECIFIED IN THIS AGREEMENT AND THE ATTACHED EXHIBITS WILL VOID ANY EXPRESS OR IMPLIED WARRANTIES MADE BY RIGHT STUFF.** Without limiting any other obligation by Licensee or remedy available to Right Stuff under this Agreement or its Exhibits, Right Stuff shall have the right to require Licensee to enter into a new and separate agreement for any use of the Deliverables that is beyond what is specified in such Exhibits.
(3) Notwithstanding any other provision of this Agreement, Section 16(C)(2) shall not apply if Licensee receives a public record request pursuant to Indiana's Access to Public Records Act and Right Stuff fails to seek a protective order to prevent the release of the Deliverables, or if a court of competent jurisdiction finds that the Licensee is legally required to release the requested Deliverable under Indiana law,

(D) <u>Ownership</u>. With the exception of Licensee Information, all information, reports, studies, object and source code (including without limitation the Application, Deliverables, and Related Materials ("Products") and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, diagrams, specifications, and other tangible or intangible material of any nature whatsoever produced by Right Stuff or jointly with Licensee or by any of Right Stuff's or Licensee's employees or agents, through or as a result of or related to any of the Deliverables provided hereunder, or development of any data analytics models hereunder, and all patents, copyrights, and other proprietary rights related to each of the foregoing, shall be the sole and exclusive property of Right Stuff or its affiliates, to the extent that such assignment is allowable under Indiana law and the material or document is not deemed a public record under Indiana law. Licensee hereby irrevocably assigns and transfers to Right Stuff all rights, title, and interest in any such works referenced in the foregoing sentence, including without limitation copyrights, patent rights, trade secrets, industrial property rights, and moral rights, and shall execute all documents reasonably requested by Right Stuff to perfect such rights, to the extent that such assignment and transfer is allowable under Indiana law and the material or document is not deemed a public record under Indiana law. Licensee shall be entitled to use all such work

product in accordance with the applicable terms and conditions of this Agreement.

(E) <u>Restrictions</u>. Without limiting any other obligation set forth in this section, Licensee shall not use, transfer, distribute, interface, integrate, or dispose of any information or content contained in Deliverables in any manner that competes with the business of Right Stuff. Except as expressly authorized in any applicable Exhibit, Licensee shall not reproduce, republish or offer any part of the Deliverables (or compilations based on any part of the Deliverables) for sale or distribution in any form, over or through any medium.

Licensee acknowledges and understands that any violation of this Section would put Right Stuff's valuable and vital intellectual property at risk and severely compromise Right Stuff's ongoing business concerns. Right Stuff and Licensee agree that any violation of this Section constitutes a material breach of this Agreement, and that damages suffered by Right Stuff as a result of this breach will be substantial and difficult to estimate with certainty. Right Stuff acknowledges and understands that as a political subdivision of Indiana, Licensee is subject to Indiana's Access to Public Records Act and the Licensee's compliance with its legal obligations thereunder shall not be deemed a material breach of this Agreement.

17. TERMINATION.

(A) Licensee shall have the right to immediately terminate this Agreement and license(s) granted herein in the event Right Stuff neglects or fails to perform or observe any of its obligations under this Agreement and such condition is not remedied within sixty (60) days after Right Stuff's receipt of written notice from Licensee to Right Stuff setting forth Right Stuff's alleged breach. Such notice may be delivered by email with delivery confirmation.

(B) In the event of termination by reason of Right Stuff's failure to comply with any part of this agreement, or upon any act which shall give rise to Licensee's right to terminate, Licensee shall have the right, at any time, to terminate the Software License(s). Within ten (10) days after termination of the Software License(s), Licensee shall return the Software and documentation and all copies wherever located, to Right Stuff or, upon request by Right Stuff, shall destroy the Software and all copies, and certify in writing that they have been destroyed. In the event that Licensee terminates this Agreement for cause pursuant to this section, Right Stuff shall refund to Licensee the unamortized portion of the monthly license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Go Live Date under this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year.

18. LIMITATION OF LIABILITY.

(A) <u>No Special, Indirect, Incidental, Punitive or Consequential Damages</u>. LICENSEE AGREES THE MAXIMUM LIABILITY ASSUMED BY RIGHT STUFF UNDER THIS AGREEMENT, REGARDLESS OF THE CLAIM OR FORM OF ACTION OR SUIT, WHETHER IN CONTRACT, NEGLIGENCE, OR TORT, WILL BE LIMITED TO CORRECTION OR REPLACEMENT COSTS. RIGHT STUFF WILL NOT BE LIABLE

FOR ANY: (1) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY ORDER OR THE OPERATION OR USE OF THE SOFTWARE, SOFTWARE PRODUCTS AND SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, EVEN IF RIGHT STUFF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (2) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY RIGHT STUFF TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND RIGHT STUFF'S REASONABLE CONTROL; OR (3) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST RIGHT STUFF MORE THAN TWO (2) YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

(B)   Limitation of Liability.

    (1)   NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, RIGHT STUFF'S LIABILITIES UNDER THIS AGREEMENT ON ANY CLAIMS BY LICENSEE (OTHER THAN A CLAIM RESULTING FROM RIGHT STUFF'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, FOR WHICH THERE SHALL BE NO CAP ON LIMITATIONS ON DAMAGES CLAIMED BY THE LICENSEE), WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY RIGHT STUFF AND PAID BY LICENSEE FOR RIGHTS TO USE THE SOFTWARE.

    (2)   EACH PARTY WILL BE RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS AND WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT ARISE OUT OF THAT PARTY'S OWN NEGLIGENCE, TORTIOUS ACTS, OR OTHER CONDUCT OR ARE DUE TO THE NEGLIGENCE, TORTIOUS ACTS, OR OTHER CONDUCT OF THAT PARTY'S RESPECTIVE AGENTS, OFFICERS, OR EMPLOYEES.

(C)   Alterations by Licensee. Right Stuff will not be responsible in any regard for any Software which is altered by Licensee and Licensee assumes any and all risks and liabilities arising from such alteration.

19. **NOTICE.**

Any notice required or permitted by this Agreement shall be given in writing and delivered by personal service, or by email, or by certified mail, return receipt requested, properly addressed as follows:

Licensee: Town of Danville, Indiana   Right Stuff: Right Stuff Software Corporation
             49 N Wayne St   700 Stonehenge Parkway Unit A
             Danville, IN 46122   Dublin, OH 43017
             Attn: Clerk-Treasurer   Attn: President

20. **GENERAL.**

(A)   Interpretation. Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

(B)   Force Majeure. Dates or times by which Right Stuff is required to make performance under this license shall be postponed automatically to the extent that Right Stuff is prevented from meeting them by causes beyond its reasonable control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

(C)   Applicable Law. This Agreement and all rights, obligations and remedies of the parties hereunder shall be governed by the laws of the State of Indiana.

(D)   Severability. If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, said provision shall be deemed to be omitted from this Agreement and the remaining provisions shall remain in full force and effect.

(E)   Assignment. The Licensee may not assign or sublicense, without the prior written consent of Right Stuff, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Right Stuff may not assign or transfer, without the prior written consent of the Licensee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that Right Stuff may assign its rights, duties and obligations under this Agreement to a parent company or subsidiary or a purchaser of all or substantially all of its assets.

(F)   Jurisdiction and Venue. The parties agree that any disputes that arise between them that may be subject to suits and claims which may only be brought in the state and federal courts located in Hendricks County Indiana.

(G) <u>Waiver of Breach</u>. No waiver of breach or failure to exercise any options, right or privilege or failure to enforce at any time any provision or any portion of any provision under the terms of this Agreement or any order on any occasion or occasions will be construed to be a waiver of the same or any other option, right, privilege, or right to enforce such provision on any other occasion. No delay or failure of either party in exercising any rights under this Agreement and no partial or single exercise of any rights under this Agreement will be deemed to constitute a waiver of such rights or any other rights under this Agreement.

(H) <u>Compliance with Laws</u>. Right Stuff and Licensee each will comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes including, but not limited to, Right Stuff's and Licensee's obligations as employers with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals and inspections of Right Stuff's and Licensee's performance of this Agreement.

(I) Right Stuff and Licensee are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise.

(J) Licensee shall not, without Right Stuff's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee, as defined herein, while such person is employed by Right Stuff and for the twelve (12) month period starting on the earlier of: (1) termination of such Restricted Employee's employment with Right Stuff; or (2) termination or expiration of this Agreement. For the purposes of this provision, "Restricted Employee" means any former or current employee of Right Stuff that Licensee became aware of or came into contact with during Right Stuff's performance of its obligations under this Agreement.

(K) Licensee and Right Stuff shall have the right to make general references about each other and the type of Deliverables being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective customers and Licensees, provided that in so doing Licensee and Right Stuff do not breach any other sections of this Agreement. Right Stuff may issue a press release, subject to Licensee's prior approval, regarding this Agreement, including its renewal and the addition of Deliverables, and upon Right Stuff's reasonable request, Licensee may provide a favorable quotation, for inclusion in any such press release. Except as authorized herein, Licensee will not use the name, trademark, logo or other identifying marks of Right Stuff or any of its affiliates in any sales, marketing, or publicity activities, materials, or website display without the prior written consent of Right Stuff.

(L) The section headings contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of intent of this Agreement and do not in any way affect its provisions.

(M) This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their successors.

(N) The Parties agree to execute any and all documents necessary to carry out the terms and conditions of this Agreement and the contemplated relationship between the Parties.

(O) E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, Right Stuff, by entering into the Contract with Licensee, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Right Stuff is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Right Stuff hereby states that it does not knowingly employ an unauthorized alien. Right Stuff further affirms that, prior to entering into the Contract with Licensee, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(P) Non-Discrimination. Consistent with Ind. Code §22-9-1-10, Right Stuff agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this representation, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their legal representatives.

RIGHT STUFF: LICENSEE:

Right Stuff Software Corporation   Town of Danville, Indiana

Name   Renee Shaul,___   Name   _____
(Print):   (Print):

Signature: _____   Signature: _____

Title: Officer_____   Title: _____

Date   _____   Date   _____

EXHIBIT A

1.   SOFTWARE

Software means the program outlined in Exhibit B in object code and Related Materials.

The number of users permitted to use the Software under this license is 75 full-time and 55 part-time users.

2.   SYSTEM REQUIREMENTS

The detailed requirements for the system to be delivered are documented in the attached Project Proposal, for the Employee Timekeeping and Scheduling Software Package dated February 20, 2025 (Exhibit B).

3.   PAYMENT TERMS

All payments are to be made in U.S. dollars, payable net 60.

Fees are as stated in the proposal of February 20, 2025.

Initial consultation, setup, and training will be performed remotely.

The initial setup fee is due at the start of implementation. Monthly license fees begin in the calendar month following the Go Live Date. The first year will be a pro-rated amount of monthly license fees for the remainder of that calendar year. License fees for subsequent calendar years will be invoiced in January.

Town of Danville, Indiana

Project Proposal
Employee Timekeeping & Scheduling Software Package
February 20, 2025

Right Stuff Software Corporation · Dublin, Ohio · www.rightstuffsoftware.com

1.1 Letter of Intent

February 20, 2025

Carrie Lofton
Clerk-Treasurer
49 N Wayne St
Danville, Indiana 46122

Dear Ms. Lofton:

This letter of intent is submitted to the Town of Danville to indicate that Right Stuff Software Corporation would like to provide a solution to automate time and attendance. The proposed software for this specification is Right Stuff Software's Precinct Manager which can be tailored to meet your needs.

For over 20 years, we have specialized in working with municipal government agencies and helping them to move from a paper-based system to our customizable workforce scheduling, timekeeping and workflow software solution that will result in significant time savings and greater accuracy. The software has been designed to handle scheduling and timekeeping needs for all departments, including a work force which operates in a 24-hour multiple shift environment. It is a forms-based time tracking system, with a strong emphasis on reducing paperwork for Supervisors and Timekeepers. Our modern and web-based solution uses the latest technology to manage leave requests, leave balances and scheduling, automatically calculate timesheets, and directly import into your existing payroll system. The system also comes fully loaded with reports that can be used to control costs and manage resources. However, we recognize that no two organizations have the same reporting needs so custom reporting is also available.

Based on the requirements of the town, we will be able to deliver an excellent solution for your work environment. We welcome the opportunity to provide a solution to the Town of Danville. Thank you for your consideration.

Sincerely,

Renee Shaul, Director of Sales
700 Stonehenge Parkway Unit A, Dublin, Ohio 43017

1.2 Contents

1.3 General Product Features

Precinct Manager was designed to reduce labor costs at all positions within the scheduling and payroll areas. The system will reduce paperwork and ease the burden of the business process.

Product Features:

- Web-based, easy to use interface

  Precinct Manager was designed with ease-of-use as its core. Each screen is configured to have only the required functionality and user choices, to ensure simplicity and ease of use by your employees. Terminology and application behavior is consistent across all features of Precinct Manager. Functionality is organized based on employee roles (i.e., supervisor) and exposed only to those employees that need it.

- Maintain the complicated schedules of 24-hour operations.

  There are several different features of Precinct Manager that are designed to effectively maintain and manage the complicated schedules of a 24-hour operation. Precinct Manager has multiple flexible scheduling views so that you can get an overview of an entire month, or you can narrow in on a particular week, day, shift or employee.

- Labor contracts handled via configuration

  The system can be configured to handle a standard work schedule or up to a variable hour flexible schedule. Job assignments can be changed on a permanent or temporary basis as needed. Employees or groups of employees can be setup to maintain separate timesheet, payroll, accrual, and leave bank rules to accommodate multiple labor contracts.

- Electronic forms for all leave categories

  All basic leave categories are supported with a specific electronic form, with or without pay. Any leave categories not specifically built into the system can be handled using a special leave form, or if more intense tracking is desired, can be handled by adding a new form.

- Electronic forms for all 'extra hour' categories

  The system is able to handle all extra hour functionality including overtime, comp time, and credit hours. Extra hours can be paid or banked.

- Streamline payroll with auto-populated timesheets

  Once an employee has submitted a leave slip, the schedule is automatically updated. When the form is approved, the employee's timesheet will automatically reflect the form based on the rule sets of the employee's contract.

- Capability to correct a previously submitted timesheet and automatically adjust balances in each subsequent pay period

  All of the time forms and timesheets can be edited by authorized personnel as needed. Records are corrected as required, and this information propagates through the entire system.

- Provide the capability to automatically export data for payroll processing.

  Payroll information can be formatted for delivery and transmission purposes. This functionality can eliminate a major manual step and eliminate keystroke errors while still providing rich functionality for review of payroll before export.

- Reporting is easy-to-use and robust

  The system comes with a number of built-in reports. As part of the package, additional reports can be added to the system to precisely fit your business needs. These reports are flexible and powerful while still being easy to use.

- Access the application remotely over the internet

  The entire product is web-based. All functionalities can be accessed anytime, from anywhere – or not, depending on your business and security needs.

- Provide the capability to interface with your network security infrastructure.

  The system can be secured using industry standard methods. We will work with your staff to implement the most effective strategy for your needs.

1.4 High Level Feature Information

Precinct Manager is a browser-based scheduling system that manages personnel, labor contracts, special events and other items that impact scheduling, staffing and payroll.

1.4.1 Precinct Manager User Roles

There are three levels of user roles within Precinct Manager. Each employee within your organization will be assigned to a user role. Employees have different capabilities and restrictions within the software depending on their user role. The three user roles are as follows:

- *Employee*
- *Supervisor*
- *Administrator*

1.4.1.1 Dashboard

From the Dashboard employees can view their schedule, generate forms for various requests including vacation, sick, and overtime, review and approve their timesheet, and access various schedule views and their leave bank balances. Supervisors can manage payroll detail for an employee, manage forms, and access reports that allow them to manage the cost of an event based on employee profiles and labor contracts.

1.4.1.2 Form Workflow

Example Workflow – Requesting Vacation: Precinct Manager operates based on workflow processes. The example shown below is one of over 60 pre-made forms available in Precinct Manager that allows users to perform actions and request approvals. Forms can be created and customized to meet your exact needs. The following example shows how vacation is requested and approved:

Step 1: An employee creates a vacation request from their Dashboard using the dropdown list of forms.
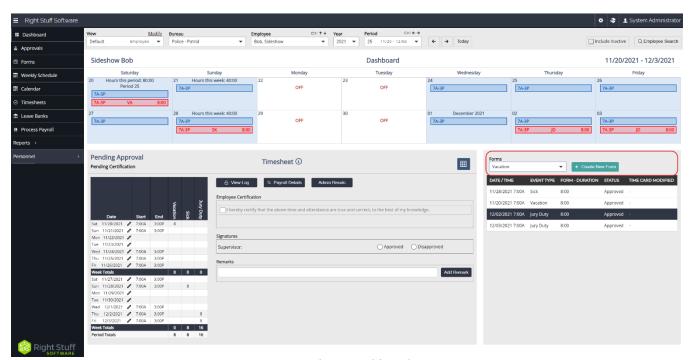

Figure 1. Employee Dashboard

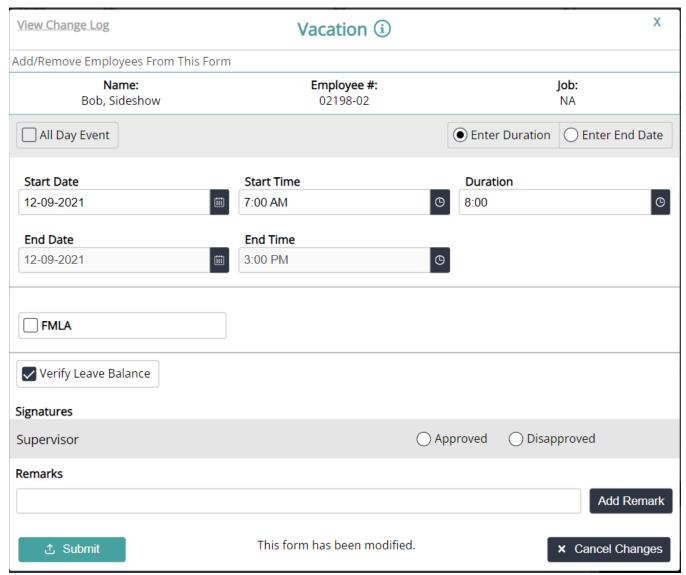*Step 2: An employee completes and submits a vacation request.*

Figure 2. Vacation Request Form

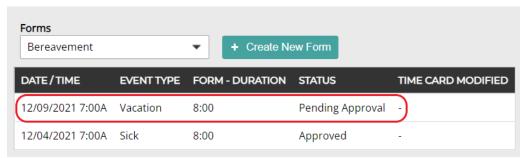*Step 3: The employee's request is pending approval by a supervisor.*

Figure 3. Request Pending Approval

Step 4: The supervisor is provided a notification to approve the request.
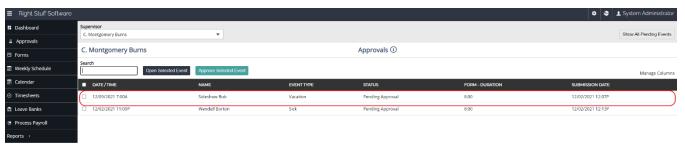

Figure 4. Pending Approval Notification to Supervisor
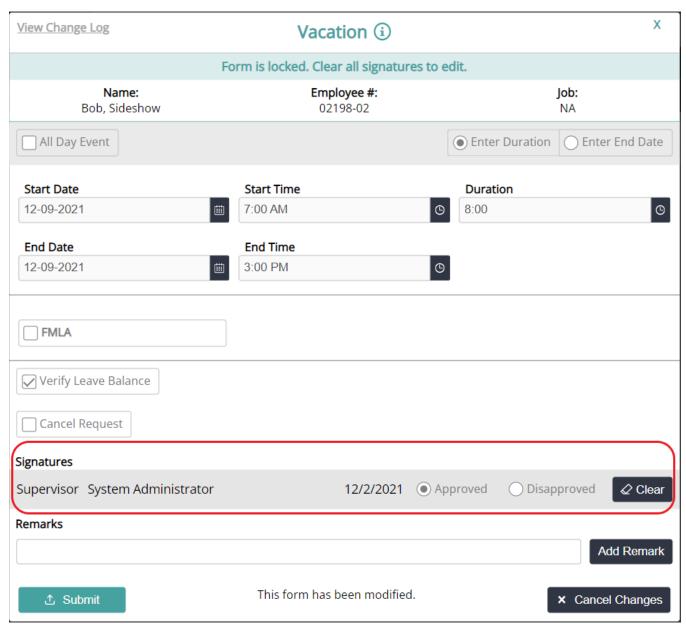
Step 5: The supervisor approves or disapproves the request.

Figure 5. Supervisor Approval

Step 6 – The requesting employee is notified of the approval.

Forms

Bereavement ▼   + Create New Form

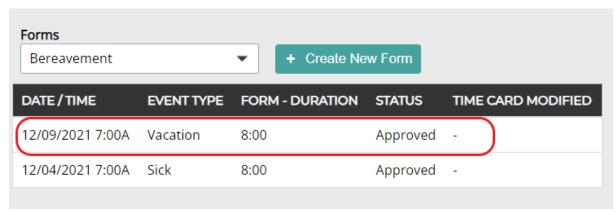| DATE / TIME	EVENT TYPE	FORM - DURATION	STATUS	TIME CARD MODIFIED
12/09/2021 7:00A	Vacation	8:00	Approved	-
12/04/2021 7:00A	Sick	8:00	Approved	-

Figure 6. Approval Notification to Employee

Step 7 – The employee's schedule, timesheet and leave banks are automatically updated for the approved vacation time and ready for payroll.
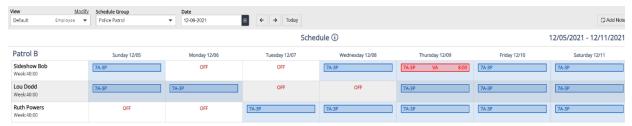

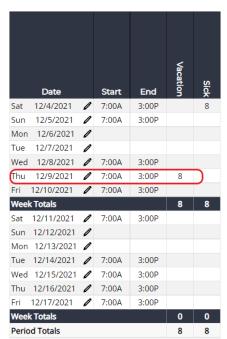**Figure 7. Employee Schedule Reflects Approved Vacation Request**

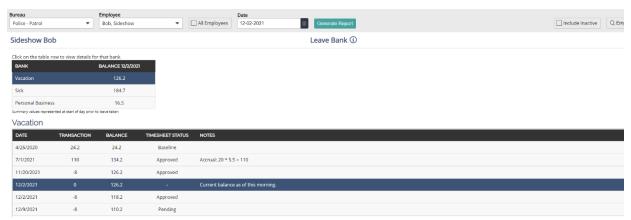**Figure 8. Employee Timesheet Reflects Approved Vacation Request**

Figure 9. Employee Leave Bank Reflects Approved Vacation Request

1.4.1.3 Duty Roster

Daily Assignment: Employees, supervisors, and other staff can monitor daily assignment and modify as necessary based on sick leave, vacation, etc. The roster is updated based on the use of the forms.

	7A	8A	9A	10A	11A	12P	1P	2P	3P	4P	5P	6P	7P	8P	9P	10P	11P	12A	1A	2A	3A	4A	5A	6A
Station 1	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Station 2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Station 3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Station 4	5	5	5	5	5	5	5	5	5	5	5	5	6	6	6	6	6	6	6	6	6	6	6	6

Previous Day **1/31/2011** **Next Day**

Roster 1/31/2011 7 AM - 7 AM   Station 3

Station 3 7 AM - 7 AM		
Lt. Michael Froelich	Day Off	
Lt. Michael Szafarowicz	Assigned	
Lt. Chad Morris	Day Off	
Hatfield, David	Day Off	
Crosby, James	Assigned	
Fritz, Jeremy	Day Off	
Detmer, Terry	Day Off	
Ries, Andrew	Assigned	
Miller, Patrick	Day Off	
Weldon, Justin	Day Off	
Wolfe, James	Day Off	
Walters, Todd	Kelly	

Figure 10. Daily Assignments

1.4.1.4 Time Record Collection

Time Tracking Solutions: Precinct Manager has multiple techniques for tracking time based on the type of employee. There are three modes of operation:

1. By Exception – By Exception is popular because it requires the least amount of input. Based on a set schedule, the employee will be paid regular hours for all scheduled hours, unless a form is provided (an exception) to specify otherwise. This method is recommended for salaried employees as well as Police, Fire and other regularly scheduled employees.

2. Daily Time Reporting – In certain situations, it may be preferable for employees to fill out a daily time slip. With daily forms, the employee provides a start and end time for each workday. This is useful in part-time or variable hour situations when the schedule is not predictable. This method is a way to collect time on a daily basis, without the "strict" time tracking offered by the Time Clock method.

3. Time Clocks – This method is a basic clock in/clock out model, where the time clock is a feature of the application. Time cards can be created within the application without hardware through the web interface, but the preferred method is to use a Right Stuff provided time clock device which consists of a small touch screen along with a fingerprint reader. The device can also read key fobs or cards in the event that fingerprints are not used. The device can be run over a wireless network, but for the best results a wired network is recommended. Installation will be performed by your maintenance staff if necessary.

You can mix and match the methods within your staff.

1.4.1.5 Scheduling

Managing Vacancies: Precinct Manager allows supervisors to manage vacancies by editing the schedule. Scheduling within the system is based on using pre-defined schedules as a baseline, then overlaying temporary schedules and overtime.

Assignments are created for all positions to allow for the creation and maintenance of the schedule. The schedule can be reviewed by all employees, or restricted so an employee may only see their immediate group.
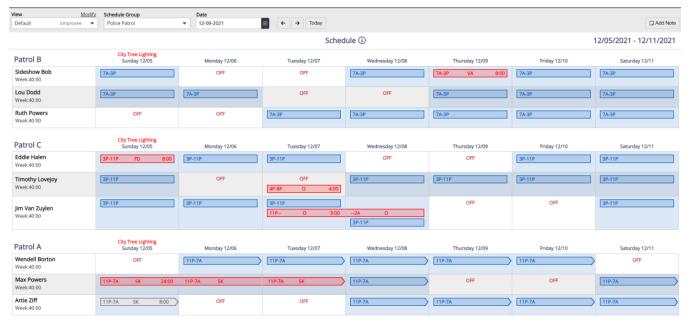

Figure 11. Group Schedule

1.4.1.6 Personal Schedule

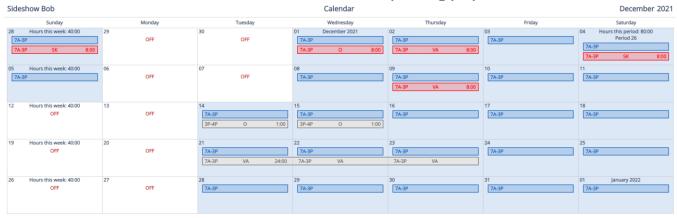A detailed calendar view is available. This is for individual planning purposes.

Figure 12. Employee Monthly Schedule

1.4.1.7 Security

Application Security: Each of the functions of the Precinct Manager system (Employee, Supervisor, etc.) is confined within an application, or "console." These consoles are locked down on a per-user basis – only people granted access to Supervisor can access Supervisor. Consoles are designed to isolate functionality and provide access based on particular permissions provided to the user.

User Roles: Each user can be configured to have different privileges or roles within each console. Roles are typically used to enforce limitations to various features of the system and read and write privileges of the schedule, forms, timesheets, and leave banks.

Security can be set up on the application at the web site level. User authentication can be handled by usernames/passwords within the application or integrate with your Microsoft Windows network and use its authentication system. Local IT requirements will be implemented as required.

1.5 Hardware and Software Requirements

1.5.1 Software Requirements

Workstation
Because Precinct Manager is a browser-based software application, there is no need to install any product on the client desktop. It is currently required that the workstations have Microsoft Edge or Chrome installed as a supported browser.

Precinct Manager is built to scale to allow you to add a significant amount of users without impacting performance. Bandwidth needs are minimal because the sizes of transaction data are extremely small.

Hosting
We offer a hosted environment for our software, but if you prefer, you can host the software on-premises. If you choose to host the software, Precinct Manager requires the following software to be installed:

- Windows 2012 or greater server – only one license is required even if failover architecture is deployed
- Microsoft SQL Server 2008 R2, 2012 or greater – An unlimited-user license is required
- Internet Information Service (IIS)
- .NET runtime v4.7

No third-party tools or components are used within Precinct Manager for ease of continued maintenance. We will work with your IT department to determine licensing needs for Microsoft components if required.

1.5.2 Hardware Requirements
Any server able to run Windows Server 2012 or greater can run Precinct Manager – virtualized or physical. We will work with your IT department to ensure our software is running on a platform that will meet your needs.

Right Stuff will provide a hosting environment for this project.

Remote Access:

In order to provide necessary technical support for this system, including any applicable timeclocks, remote access is required. Due to the need to release software and updates during non-peak hours of system usage, this access must be as open as possible while meeting the security needs of the town. All security procedures will be adhered to during any remote activity.

1.6 Implementation Plan

To deliver a high-quality professional solution, multiple meetings with your team leaders are required. Work will be performed in a remote capacity. The target rollout requires between 90 and 150 days depending upon the scope of the project. It is estimated that the easier groups may be operational within 6 weeks. Typical tasks that are required for the implementation are as follows:

- Initial evaluation
- Project scoping
- Server hardware setup and configuration
- Review product options
- Organize user groups by bureau
- Tailor rosters by bureau
- Setup shift cycles for all users
- Load system with user personnel information
- Set up assignments based on a numbering scheme
- Evaluate labor contracts that are in use, configure appropriate rules
- Select forms to be used, approval levels and routing options
- Determine payroll data format, produce required output
- Provide project management, status reporting
- Perform quality assurance testing
- Provide user training – train the trainer
- Produce any additional documentation

For a successful rollout of the system, the following plan is suggested:

- First 30 days – Analyze the forms and required signatures to be used. Create job assignments for all jobs within a group. Add the user information for each user. Set up payroll contracts as required.
- Within 30 days of agreement – Analyze existing hardware and install the base system. Set up the system configuration to prepare for initial testing.
- Next 30 – 60 days – Enter a quality assurance (QA) cycle that will test out payroll functionality. Ensure that the system will produce an accurate payroll when compared to the current process.
- Complete any software customizations.
- Upon completion – Hold a training session to prepare the user community.
- Prepare for rollout and deliver the support plan.
- When ready – Rollout software on the Go Live Date.
- Within 30 – 45 days – Final signoff of the project.

All groups may not be turned on at once; this will be a staged activity. It will be possible to overlap stages of this implementation across groups to roll this out as quickly as desired.

Training will be provided remotely in a train-the-trainer setting with up to 4 remote training sessions. This training will be provided in 1-to-2-hour sessions as needed for the various groups. Additionally, training videos are provided for all users with the software.

1.7 Costs

Initial Set-up, Licensing, Technical Support, and Maintenance:

The pricing of this project is based on an estimate of the consulting hours required to setup the system for the Town of Danville. Pricing includes consulting, custom installation, setup, training, support, and maintenance. Specific tasks typically required for implementation are outlined in the Implementation Plan found in Section 1.7 of this document. Based on our initial discussions, the customizations that are required to setup the software for your scheduling and timekeeping needs are included in the initial price outlined below. This fee includes 160 hours of consulting time to tailor the product to your environment. Most of this time is spent testing out the payroll accuracy for your rule sets. If significant additional customization or consulting is requested or required above the amount estimated, the time will be billed at a rate of $150 per hour. Any work requiring additional billings will be agreed upon prior to commencing.

The licensing fee for the product is based upon the number of employees using the system, the complexity of the installation and the custom features selected. Pricing for the system is as follows for up to 130 users:

Town Wide, excluding Fire Department

Consulting, Installation, Training ………………..………………..	$18,000	initial setup, one-time fee
Licensing and Support (including rates of pay)…………….…..	$1,550	per month for up to 75 full-time and 55 part-time users
Off-Site Hosting……………………………………………………..	$200	per month for up to 75 full-time and 55 part-time users

Additional Optional Features

Windows 10 Biometric Time Clock ……………….…………….	$2,500	per unit one-time fee

The initial contract is a thirty-six (36) months term. Licensing fees will begin in the calendar month following the Go Live Date and are billed annually (or quarterly, if requested).

Licensing includes technical support and product maintenance. Licensing includes business hour email and phone support. This support includes system setup changes that can occur with periodic assignment changes and general personnel setup alterations. In our experience, it is very rare for a Licensee to require more than 30 hours of support time in a month. However, should excessive support time be required, additional billings will apply. Once the Licensee has signed off on the initial functionality of the software, for time spent on any requested changes plus the total of all technical support incidents exceeding 30 hours in a month, a fee of $150 per excess hour will be charged to cover this effort. A notification email will be sent to the Licensee if this limit is to be exceeded.

Licensing also includes year-end activities, which can include holiday generation and leave bank adjustments. This fee also entitles the Town of Danville to obtain software updates to the Precinct Manager product as they become available. Also, if the employee contract rules change, Right

Stuff will alter the configuration as needed and make any minor software modifications, if necessary, free of charge for changes that require less than 30 hours to implement. If the changes require more than 30 hours to implement, any hours exceeding 30 will be billed at a rate of $150 per hour. Any work requiring additional billings will be agreed upon prior to commencing.

Training is included in the initial setup cost for up to 4 remote training sessions. If additional remote training is required at any point, the cost for additional training is $500 per occurrence. If onsite training or site visits are required at any point, they are billed at $2,000 per day.

Payment Terms:

The initial setup fee is due at the start of implementation. Monthly license fees begin in the month following the Go Live Date. All payments are to be made in U.S. dollars, payable net 60.

Time Clock Options:

At this time, it has not been determined if time clocks will be used and for which groups.