

Project Name: dms3 - 1 user license + Image Import  
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 Clay County Elections  
 214 N. Main Street  
 Henrietta, TX 76365

VistaSG Tax ID# 20-2204925  
 QuoteID: dms3ClayCo012519  
 Quote PM: KL\_KL  
 Quote Date: September 6, 2019  
 Quote Expires: September 23, 2019

Licenses dms3	QTY/HRS	Unit Price	Total Due
<b>Initial Subscription (registration and placement of licenses)</b>			
dms3 Initial subscription and install to location of the dms3 license* <i>Waived for new client initiative</i>	1	\$1,800.00	\$1,800.00
	1	-\$1,800.00	-\$1,800.00
<b>Total Licenses</b>			<b>\$0.00</b>
<b>Custom Development</b>			
Image Import, Migration, and Indexing Custom Tool	1	\$1,500.00	\$1,500.00
Import of #15,200 Files (Fixed Rate up to 100,000 Files)	15,200	\$0.01	\$114.00
<b>Total Custom Development</b>			<b>\$1,614.00</b>
<b>Professional Services dms3 &amp; Image Import</b>			
<b>Professional Services</b>			
Business Analysis, Installation, Configuration, QA, Testing, Project Management	1	\$650.00	\$650.00
Image Import Installation, Configuration, Scheduling, Testing	1	\$350.00	\$350.00
Training	1	\$150.00	\$150.00
<b>Total Professional Services</b>			<b>\$1,150.00</b>
<b>Annual Support &amp; Maintenance dms3 &amp; Back Up</b>			
Subscription for dms3 includes Maintenance & Enhancements at no additional costs* <i>Discount for new client initiative</i>	1	\$1,800.00	\$1,800.00
	1	-\$300.00	-\$300.00
<b>Total Annual License Use (Includes Support &amp; Enhancements)</b>			<b>\$1,500.00</b>
<b>Grand Total</b>			
<b>Total Project</b>			<b>\$4,264.00</b>

Client: MIKE SAMMARILL <sup>Acceptance</sup> [Signature] Date: 9/23/19  
 Print Name / Signature  
 VistaSG: Michael Hundley, Chief Executive Officer [Signature] Date: 9/6/2019  
 Print Name / Signature

**Scope of Work & Expectations**

- Licenses:** Licenses assigned, keys registered, and VistaSG with client determines location for install. Once determined, VistaSG will evaluate resource & security feasibility prior to install.
- Services:** Business analysis begins to insure the application(s) will perform as desired. The management of the project begins, which includes production, configuration, performance and communications oversight to meet the standards set by VistaSG and the Client.
- Training:** Once installation, configuration and both internal as well as user testing is completed, training will be scheduled by both parties on the first available date. Training will be done virtually except with parties of 5 or more. Cancellation by Clients will require \$150. rescheduling fee unless 72 hours of advance notice is provided by the client to VistaSG in writing. NO EXCEPTIONS.
- Support:** Once the installation, configurations and testing is completed, the subscriptions will be "live". The project is completed. Training and go live dates are not the determination of completed.

**Requirements:**

- Quotation must be signed to begin the project, and invoicing for Licenses, Hardware, Services and Annual Support & Maintenance will be completed and the amount due at that time.
- Client understands and fully agrees the fees are to set up and use the software on a go forward and then annual basis for a minimum of 3 years if the license is waived. Client further understands that the Annual Support and Maintenance is to ensure the performance of the software itself and will correct any issues related to the performance of the software in and itself. Performance issues due to client environmental factors, such as anti-virus matters or changes to entitlements on the network, or changes to the location of the application and its supporting files, changes to any configurations, or any interference by client, their staff or another 3rd party (ie, IT Consultants, Antivirus, Software updates other than VistaSG) without VistaSG's advanced knowledge, input, and assistance is NOT considered maintenance and support and will NOT be covered. Client understands and agrees to payment of professional services at the rate of \$150/per hour with a minimum of 2 hours each instance if any issues that are not resulting from the software itself. The Client understands and agrees that any breach to the software, or files from it such as a virus to the software and systems is not the responsibility of VistaSG. In no way will VistaSG be responsible for these breaches and that work performed is custom as the application is not internet based and so corruptions can only occur from outside sources.
- All services are provided remotely. Should travel be required, a separate Change Order for travel costs will be provided to client and must be signed prior and will be payable to VistaSG. This is based on IRS guidelines to cover preparatory, resource, travel, hotel, meals, and other related expenses, plus the cost of time at \$150/hour per person engaged for the time to and from, as well as any overnight time, capped at 16 hours per day. Minimums will apply and a quote can be provided in advance of the training and must be approved by the client to be scheduled.
- VistaSG will provide an associate to be responsible for performance of VistaSG staff, monitor quality of services, ensure deliverables are completed in accordance with project requirements, and provide relevant status reports to the VistaSG project manager.
- Client understands and fully agrees to make available all resources necessary by VistaSG for assistance during installations, problem resolutions, and training. Clients failure to make these provisions will result in professional services charges since without these provisions VistaSG cannot identify, correct or remediate with any level of reliability or guarantees or warrant any work. See Item 2 of Requirements above.
- Client understands and fully agrees that if the project is cancelled prior to completion, a notice of termination in writing to VistaSG is required, at which time full payment for any licenses delivered and any or all work performed to date, as well as reimbursement for any travel-related costs, and expenses associated with the project will be due. Upon payment VistaSG will then remove the software and wipe clean the use of the space allocated.
- Client understands and fully agrees that they responsible for the host environment including all required licenses, hardware, network and third party software components and configuration as the application is not web-hosted or cloud based.
- Client understands and fully agrees that any of the client, or 3rd party environmental or network-related issues are and will not be supported by VistaSG. See Item 2, 5 & 7 of Requirements above.
- Invoicing will be due as follows: Licenses is 100% due upon signature and first year's support is due upon installation and completion of the configurations of the software into the client environment. Client understands and agrees that any outstanding balances and payments are due and payable immediately upon completion of the project unless otherwise agreed to in writing by both parties. The client understands and agrees that their decision to schedule training, or go live is not a determination of when a payment is due, in any way whatsoever. The client understands and agrees that they will be receiving the product and it's sources on their environment, and further agrees that this is the acceptance of our products and services in its entirety, of which payment will be made by client. Additionally client also agrees that work performed is on the basis of time and materials and in no event shall the client be released from obligation for these payments due regardless.
- \*Annual subscription includes enhancements to the software at no additional charges, as well as Support and Maintenance (See Item 2 & 5 of Requirements). Client understands and agrees that 100% due upon final completion of project will be honored, and also understands and agrees to annual use and billing for use of the software thereafter. Cancellations must be submitted to VistaSG no less than 60 days prior to the annual billing as keys are delivered in advance of the annual due date. Client further understands and agrees to increases to the annual subscriptions and will be based on inflation and at the discretion of the company, but will be no less than CPI + 2% as the measure to keep pace with inflation plus may include any use of licenses within the software that the customer will be made aware of prior to installation, if any.
- VistaSG warrants the performance of their software, and not the client environmental issues or limitations. VistaSG agrees to perform all services in good faith and with the intention of maximized client satisfaction. On the other hand, should any conflicts that arise that cannot be settled and both parties, Client and VistaSG, agree to mediation at each's own expense. Further reconciliation will be subjected to the laws of the Client residing State, again of which both parties agree they will be responsible for their own legal fees. Thank you for your business and trust in VistaSG!