



Quote Date: May 4, 2023  
 For: CITY OF ALABASTER, AL  
 By: CHRIS  
 Quote # 229502/4375  
 1-888-763-8725 ext: 513

**Soft-Pak Software Solutions Price Proposal for  
 CITY OF ALABASTER, AL  
 900 MAINTENANCE DR, ALABASTER, AL 35007**

**Soft-Pak Cloud Software Licenses 3 Year Agreement**

<b>Soft-Pak Fee Schedule</b>						
Item	Description	Unit Price	Qty	Unit	One Time Cost	Monthly Usage
	<b>Soft-Pak Database License</b>	4,500.00	1	ea.	4,500.00	
	<i>Soft-Pak software includes: Customer Management, Billing, A/R, eMail PDF Billing, Collections, Reporting, Operations, Productivity, Recurring Credit Card processing (requires fusebox), Recurring eCheck (requires Forte)</i>					
	<b>Soft-Pak User License</b>	650.00	3	ea.	1,950.00	270.00

**Optional Soft-Pak Modules and Interfaces**

Item	Description	Unit Price	Qty	Unit	One Time Cost	Monthly Usage
	<b>Map Pak</b> (Scheduled routes, Work Orders & Mobile-Pak events/GPS in Google Maps)	500.00	1	ea.	500.00	60.00
	<b>Mobile Pak</b> price per unit (paperless routing, real time data exchange between vehicle and office. Customer responsible for all hardware and data plan) (\$75/month/tablet)(Turn-by-Turn:\$10/month/tablet additional)	500.00	12	ea.	6,000.00	900.00

<b>Total Software Fees</b>		<b>One Time</b>		<b>Monthly</b>	
<b>Total Soft-Pak Software Licenses:</b>		<b>\$</b>	<b>12,950.00</b>	<b>\$</b>	<b>1,230.00</b>

**Total Due (50% of Software license fees) to Schedule Installation: \$ 6,475.00**

Remainder of Soft-Pak Software Fees, plus Monthly Usage due starting at customers 'go-live'

**Technical Services & Training Estimates**

Item	Description	Unit Price	Qty	Unit	Extended Price
	Remote Pre Implementation Work /hour (est. 2-4 hrs)	150.00	2.0	Hrs	300.00
	Remote Training - Sys Admin, Users, Go Live (est. 25-35 hrs)	150.00	25.0	Hrs	3,750.00
	Custom Programming for billing format changes	185.00	0.0	Hrs	0.00
	Data Conversion from Quickbooks/excel (10-25 hrs)	185.00	10.0	Hrs	1,850.00
	E-Mail billing Setup (est 3-5 hrs/form, if not using standard)	185.00	0.0	Hrs	0.00
	E-Pak Database configuration and user set up	150.00	1.0	Hrs	150.00
	Mobile-Pak Setup and Configuration (estimate 1-3 hrs)	185.00	1.0	Hrs	185.00
	Printer set up and configuration after initial set up is complete	150.00	0.0	Hrs	0.00
	Follow Up/Process Review (2-6 hrs, if needed)	150.00	2.0	Hrs	300.00

<b>Total Technical Services &amp; Training Estimates*</b>		<b>One Time</b>	
<b>Estimated Total:</b>		<b>\$</b>	<b>6,535.00</b>

\*billed as services are performed/completed

<b>Customer Signature, Acknowledgment of Payment Terms</b>	
<p>Customer understand and agrees to the payment terms listed above. The initial payment is due prior to scheduling service, providing installation or training, or providing access to the application server. The customer acknowledges the terms and conditions as listed in the Application Service Provider Agreement. Technical services and on-site training "service fees" are billed as services are performed (invoices are sent weekly and due upon receipt). Cancellation of onsite or remote training requires 24hrs advanced written notification prior to services being performed. Any training that is not cancelled within 24hours will be billed at the standard rate of \$150/ hour (with no exception). Note that all travel related expenses are billed "per diem" and invoiced weekly in conjunction with the technical services and training performed. The "go live date" is described as the day the customer is allowed access to the application server. The remaining software balance is due once the "go live date" is complete. Annual support will be invoiced at the "go live date". A commitment to the "go live" date is agreed to between customer and vendor with no rescheduling, cancellation or postponement offered except in extenuating circumstances. Annual Support fees or Monthly Support fees are billed based on the mutually agreed to go live date. Post go live training is expected to end 2 months (60 days) after the "go live" date. A customer can request additional training from the training or support departments and is billable at the standard training rate of \$150/hour.</p>	
Print Name	Title
Customer Signature	Date

## APPLICATION SERVICE PROVIDER AGREEMENT

This Application Service Provider Agreement (“Agreement”) is entered into between Soft-Pak, Inc., a California corporation (“Vendor”), and City of Alabaster, AL of Alabaster, AL (“Customer”), with reference to the following:

### 1. Services

- (a) **Effective Date.** The Effective Date of this Agreement shall be the date on which this Agreement first becomes fully executed by all Parties hereto.
- (b) **System Access.** Subject to the terms and conditions of this Agreement, during the Term (as listed on the Price Proposal), Customer may use the Soft-Pak software application (“System”) over the internet solely to support the Customer’s normal course of business. The terms of the Price Proposal are incorporated by reference.
- (c) **Restrictions on Use.** Customer shall not, directly or indirectly, (i) license, sell, lease or otherwise transfer the System to any third party, (ii) alter or permit a third party to alter any part of the System; (iii) allow access to or share non-public System features or content with any third party; or (iv) access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System.
- (d) **Data Storage.** All user licenses, modules and interface additions listed in the Price Proposal are based on concurrent usage; except Scale-Pak which must be identified by each scale location and company.
- (e) **Use of Data.** Customer agrees that it is solely responsible for collecting, inputting and updating all data related to their use of the System.
- (f) **Passwords.** Customer is responsible for all use of its account numbers and passwords, and for maintaining the confidentiality of all passwords and information. Customer shall not allow its users to share log-in credentials or provide System passwords or other log-in information to any third party.

### 2. Fee and Payment Terms

- (a) **Fees.** All payments are due in United States Dollars. Customer acknowledges and agrees to pay Vendor based on the terms listed on the Price Proposal. All nonrecurring charges (“Service Fees”) will be invoiced and paid upon receipt. Support services begin once the Customer is granted access to the application server (the “Go Live” date).
- (b) **Payment Schedule.** On the Effective Date, Customer shall pay Vendor the amount equal to the initial deposit on the Price Proposal. No installation or conversion services will be scheduled by Vendor until the initial deposit is paid in full. The remaining balance is due pursuant to the terms of the Price Proposal. The Go Live date is the first date on which Customer is granted System access. Customers paying a monthly subscription fee will be provided a statement on the first of each month and shall pay in accordance with the statement. Vendor reserves the right to invoice on a prorated basis for any part of a calendar month to allow for subsequent statements to be calculated and paid on a calendar or monthly basis.
- (c) **Late Charges.** Any payment not received within thirty (30) days of the invoice date will be assessed a penalty fee at a rate of ten percent (10%) per month or the highest rate permissible under applicable law. If Customer is delinquent in its payments, Vendor may, upon prior written notice (either paper or email) to Customer, and at Vendor’s sole discretion (i) terminate this agreement; (ii) in whole or in part suspend System access to Customer until payments and penalties are paid in full; (iii) in whole or in part suspend System access to Customer until Vendor and Customer have agreed, in writing, to modified payment terms that include a payment schedule for all delinquent amounts, and/or (iv) require other assurances to secure Customer’s payment obligations hereunder (such as setting up recurring payments on the first of each month, etc.).
- (d) **Adjustment of ongoing fees:** Vendor reserves the right to adjust the annual or monthly fee for Customer by providing written notice to Customer no later than thirty (30) days prior to the end of the current annual or monthly term.
- (e) **Taxes.** Customer will be responsible for all applicable taxes and fees.

### 3. Warranty

- (a) Vendor warrants that it will use commercially reasonable efforts to provide System access to Customer. Vendor does not warrant that the System shall be provided uninterrupted or without error; provided that:
  - (i) Customer has not used the System in combination with hardware (i.e., printers) or software not provided by Vendor; and
  - (ii) Customer has made no changes (nor permitted any change to be made other than by or with the express approval of Vendor) to the System.
- (b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SYSTEM IS PROVIDED “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. VENDOR MAKES NO REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, MERCHANTABILITY, OR NONINFRINGEMENT. VENDOR DOES NOT WARRANT THAT THE SYSTEM WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

### 4. Confidential Information

- (a) Customer acknowledges the System contains trade secrets, Confidential Information and other proprietary information owned by Vendor. During the Term of this Agreement and for five (5) years thereafter, Customer shall not disclose Vendor Confidential Information to any other third party without Vendor’s prior written consent. Without limiting the generality of the foregoing, Customer shall protect Vendor Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Customer will not assist, communicate product functionality, promote or become a partner or equity stake holder with a competing 3<sup>rd</sup> party product; doing so results in a Breach of Contract. Customer shall promptly notify Vendor of any misuse or misappropriation of Vendor Confidential Information that comes to Customer’s attention. Notwithstanding the foregoing, Customer may disclose Vendor Confidential Information as required by applicable law or by proper legal or governmental authority. Customer shall give Vendor prompt notice of any such legal or governmental demand and reasonably cooperate with Vendor in any effort to seek a protective order or otherwise to contest such required disclosure and limit the scope of such disclosure, at Vendor’s expense.
- (b) Vendor Confidential Information does not include information that: (i) is in Customer’s possession at the time of disclosure, and can be independently verified; (ii) is independently developed by Customer without use of or reference to Vendor Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Customer’s improper action or inaction; or (iv) is approved for release in writing by Vendor.
- (c) Customer agrees that no third parties, including consultants or independent contractors engaged or employed by Customer shall have access to Vendor Confidential Information without the prior written consent of Vendor.
- (d) Vendor agrees to use a commercially reasonable level of care to preserve the confidentiality of Customer Information. Customer is required to comply with applicable privacy laws regarding information inputted into the System. Vendor takes no responsibility for personally identifiable information, financial information, or any other sensitive information inputted by Customer, and makes no representations or warranties to guarantee the security of such information.
- (e) The parties expressly agree that the existence of and terms of this Agreement (including the Price Proposal) shall be maintained in confidence and that Customer shall not disclose the terms of this Agreement to any third party without the prior written approval of Vendor.
- (f) Customer agrees that breach of this Section 4 would cause Vendor irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Vendor shall be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

### 5. Proprietary Rights

- (a) **Vendor’s Proprietary Rights.** Exclusive of Customer Information, Vendor shall retain all right, title, and interest (including copyright and other intellectual property rights) relating to the System and the Vendor Confidential Information and all legally protectable elements or derivative works thereof. Vendor may place copyright and/or proprietary notices, including hypertext links, within the System. Customer shall not alter or remove such notices without Vendor’s written permission. Vendor shall own and may freely use any feedback or suggestions regarding the System provided by Customer without attribution or the need for Vendor to pay Customer any royalties or other fees of any kind.
- (b) **Customer’s Data Rights.** Customer shall retain all rights to Customer Information inputted by Customer into the System.
- (c) In order to improve Vendor’s product and service offerings for its customers, Vendor may use System data in an aggregated, de-identified format with the following removed: personally identifiable information and the names and addresses of Customer and any of its users or customers.

### 6. Term, Annual Support Adjustments and Site License

The Term for this Agreement is set forth on the Price Proposal and becomes effective on the Go Live date. The Term of each Agreement shall automatically renew for an additional one-year period (regardless of monthly or annual fee payments) unless either party notifies the other in writing at least thirty (30) days prior to the end of the Term. Vendor reserves the right to increase the annual (or monthly) fees by up to five percent (5%) at any given time. Written notification will be provided by Vendor to Customer at least thirty (30) days prior to any rate adjustment taking effect.

### 7. Termination

- (a) **By Vendor.** Vendor may terminate this Agreement at any time upon giving Customer a Notice of Termination if Customer breaches this Agreement and fails to cure such breach within ten (10) days of written notice describing such breach,



except in the case of failure to pay fees, which must be cured within five (5) days after Vendor gives Customer a delinquency notice.

- (b) By Customer. Customer has agreed to the contracted terms (annual or monthly) as listed on the Price Proposal. Customer may terminate this Agreement by providing Vendor written notice of termination if:
i) Vendor materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice describing such breach;
ii) Vendor becomes the subject of a voluntary or involuntary petition in bankruptcy, ceases business for any reason, insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition is not dismissed within sixty (60) days of filing;
iii) Unscheduled downtime exceeds thirty hours over a monthly period; or
iv) Customer is acquired and the new entity does not wish to enter into a similar agreement with Vendor, and provides Vendor with at least thirty (30) days written notice to terminate the Agreement.
(c) Termination Procedures and Costs. Upon written notice by Customer or Vendor, and an effective termination date of this Agreement, Vendor shall cease providing access to the System, Customer shall cease using the System, and all payment obligations of Customer through the Term shall immediately become due.

8. Limitation of Liability

General. Sections 3 (Warranty), 8 (Limitation of Liability), and 9 (Indemnification) set forth Vendor's entire liability and Customer's exclusive remedies. In no event shall Vendor be liable for any amount in excess of amounts paid under this agreement during the six-month period prior to the event giving rise to such liability. UNDER NO CIRCUMSTANCES SHALL VENDOR BE LIABLE FOR ANY TYPE OF INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, COST OF REPLACEMENT GOODS, LOSS OF INFORMATION, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. The parties agree that the limitation and exclusions of liability and disclaimers specified in this agreement will survive and apply even if found to have failed of their essential purpose.

9. Indemnification

- (a) By Vendor. Vendor will indemnify, defend, and hold Customer harmless from and against any and all costs, liabilities, losses and expenses, (including, but not limited to, reasonable attorneys' fees) (collectively "Losses") resulting from any claim, suit, action or proceeding (each an "Action") brought by any third party against Customer alleging (i) the infringement or misappropriation of any intellectual property right, including but not limited to copyright, trade secret and trademark rights, by the System, or (ii) personal injury, or any loss or damage to real or tangible personal property, to the extent caused by gross negligence by Vendor.
(b) By Customer. Customer will indemnify, defend, and hold Vendor harmless from and against any and all costs, liabilities, losses and expenses, (including, but not limited to, reasonable attorneys' fees) (collectively "Losses") resulting from any claim, suit, action or proceeding (each an "Action") brought by any third party against Vendor alleging (i) the infringement or misappropriation of any intellectual property right, including but not limited to copyright, trade secret and trademark rights, relating to Customer's Information or caused by modifications to the System made or requested by Customer, or (ii) personal injury, or any loss or damage to real or tangible personal property, caused by any act or omission by Customer.

10. General Provisions

- (a) Entire Agreement. This Agreement, together with the provided Price Proposal, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous proposals, communications and understandings, oral or written.
(b) Spool File - Vendor will delete spool files monthly that are 60 days old (or older) as part of Vendor's monthly maintenance.
(c) Credits and Upgrades. Up to thirty (30) days after the Effective Date, Customer can apply 50% of the paid monthly service fee towards licensing i-Pak or e-Pak (V4 or higher), up to 50% of the i-Pak or e-Pak (and associated modules) list price.
(d) Force Majeure. Vendor shall not be in default or otherwise liable for any delay in or failure of its performance hereunder where such delay or failure arises by reason of any Act of God, any government order or directive, war, pandemic, national emergency, insurrection, acts of terrorism, strikes or labor disputes, or other similar or dissimilar causes beyond Vendor's control.
(e) Amendment. The agreement may not be modified, altered or amended except by a written instrument duly executed by both parties.
(f) Mediation. In the event of a dispute under this Agreement, the parties will first attempt to resolve the dispute in good faith.
(g) Governing Law; Venue. This Agreement and performance hereunder shall be governed by the laws of the State of California.
(h) Read and Understood. Each party acknowledges that it has read and understands this agreement and agrees to be bound by its terms.

11. Support & Training Services

- (a) Hourly Rates for Billable Services. The current hourly rate for billable services during normal working hours will be billed in half (0.5) hour increments. Support calls longer than thirty (30) minutes are deemed training and billed at the current hourly rate.
(b) Hours of Operation. The Soft-Pak office is open Monday through Friday, 7am - 5pm Pacific Time. Support Services hours of Operation are 7am to 5pm in the Customer's local time zone (supported hours are ONLY within the following US Time Zones - Eastern, Central, Mountain, Pacific).
(c) Days of Operation. Weekend and Holiday Support is available except as defined by the following 11 Soft-Pak Holidays.
New Year's Day\*\* Good Friday\*
Memorial Day\* Independence Day\*
Labor Day\* Thanksgiving Day\*\*
Friday after Thanksgiving\* Christmas Eve Day Obsvd(12/22)\*
Christmas Day\*\* New Year's Eve Day Obsvd(12/29)\*
July 3, 2023 (floating Holiday)\*
\* Office is closed with on duty pager support available (billable).
\*\*Support services will not respond to calls until next business day.

12. Services Provided with No Additional Charge During Normal Business Hours

- (a) System Failures. Classified as the following:
Class A - Major; resulting in billing errors or severe operational problems.
Class B - Moderate; user inconveniences.
Class C - Minor; cosmetic "bugs" that have little impact on system performance or data integrity.
Any Class B or Class C support issue is billable outside normal business hours so long as the System performs as designed.
Custom Software is NOT considered to be part of the System.
(b) Technical Assurances. Vendor will answer inquires as to location of required data, specific program features or functions, evaluate error messages and provide solutions for specific challenges. Vendor is not responsible to run day to day functions for Customer without a charge.
(c) Software Updates. Patches related to Class A and B errors will be provided to Customer on an "as required" basis. All new features and functions, including improvements, Class C error corrections and migration software required to incorporate the new features and functions shall be offered to Customer periodically. All normally scheduled upgrades / enhancements are provided by



vendor to client and need to be adhered to by client. Any maintenance testing, changes, or development work relating to existing custom software is billable (at any time), regardless if the existing change order is closed.

**13. Services Provided for an Additional Charge During Normal Business Hours**

- (a) Third Party Hardware or Software Support. Maintenance, support or recommendations for any hardware or software that is not Soft-Pak created, licensed, or maintained is billable.
- (b) Custom Programming. All custom programming requests require a signed change order and are billable. At any update, should any custom software that is not core to the licensed program require additional support, testing, or Customer

- programming, that time is billable. Any modifications or creation of forms, accounting interfaces, invoices, reports and/or statements outside of the core licensed program is billable.
- (c) Printer Sessions. Printer Session and Crystal Report setup is billable at \$150/hr., unless as otherwise noted in the Price Proposal
- (d) Expedited Features. Any Class C correction or custom program can be expedited with a signed change order to ensure timely delivery.
- (e) Additional Storage Cost. Any Customer who exceeds the allotted 20 GB of data storage per 10 licenses shall pay an additional \$50 per month per each partial or full unit of 20GB of data storage above the allotted amount. Annual billing Customers shall be prorated.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and thus becomes binding as of the Effective Date.

**VENDOR**

**CUSTOMER**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: Brian Porter – President, Soft-Pak

Name: \_\_\_\_\_  
(Print or Type Name and Title)

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

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

Remit to:  
Soft-Pak  
PO Box 745642  
Atlanta, GA 30374-5642