



QUOTE

Norfield
 PO BOX 630
 Clarence, NY 14031

DATE 09/13/2025
 CUSTOMER ID Town of Apex
 EXPIRATION DATE QUOTE #
 02/04/2026

Town of Apex
Emily.woody@apexnc.org
 105-C Upchurch Street
 Apex, NC 27502

SALESPERSON	PRODUCT	PAYMENT TERMS OPTIONS	DUE DATE
Jennifer Rodriguez	Norfield LOCATOR LOGiX	Annual Fee	2/4/2026
DESCRIPTION		UNIT PRICE	LINE TOTAL
	LOCATOR LOGiX		
Annual Fee:	Annual Fee (SaaS): Locator LOGiX Annual Subscription	\$ 7,393.68	\$7,393.68
Total Quote Value:			\$7,393.68

TERMS AND CONDITIONS:

- Prices quoted are in USD and exclude applicable tax.
- Any change requests or customization requested may require a new quote and/or additional fees.
- This quotation is for the services named above and are subject to the **Norfield Development Partners Software As a Service Terms & Conditions**. To view see Schedule A.
- Annual ticket transmissions totals will be assessed annually to determine if pricing tier is still accurate.
- Unless explicitly agreed upon in writing payment is due net 30 days upon completion of setup and configuration.
- You agree that estimated annual ticket count is accurate to the best of your knowledge.
- By signing this quote you agree to the **Norfield Development Partners Software As a Service Terms & Conditions**.

To accept this quotation, sign and return:
 THANK YOU FOR YOUR BUSINESS!

SCHEDULE A

NORFIELD DEVELOPMENT PARTNERS SOFTWARE AS A SERVICE TERMS & CONDITIONS

March, 2025

YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION OR OTHER ORGANIZATION , YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ORGANIZATION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

A. Agreement Definitions

“You” and “your” refers to the individual or entity that has ordered software as a service from Norfield Development Partners (“LICENSOR”) by clicking “I agree” below. Software as a service consists of access to and use of LICENSOR’s proprietary LOGiX™ Platform (the “LICENSOR PLATFORM”).

The term “users” shall mean those individuals authorized by you or on your behalf to use the LICENSOR PLATFORM.

B. Rights Granted

Upon your acceptance of these terms by signing the attached quote, you have the nonexclusive, non-assignable, royalty free, limited right to access and use the LICENSOR PLATFORM solely for your internal business operations and subject to these terms and conditions. You may allow your users to use the LICENSOR PLATFORM only for this purpose and you are responsible for your users’ compliance with these terms and conditions.

You acknowledge that LICENSOR has no delivery obligation and will not ship copies of the LICENSOR PLATFORM to you. Upon the expiration of your access to the LICENSOR PLATFORM due to expiration of the license term, non-renewal of this license or failure to pay any fees due to LICENSOR for such access, all of your rights to access and use of the LICENSOR PLATFORM shall terminate and shall be of no further force or effect.

C. Ownership and Restrictions

You retain all ownership and intellectual property rights in and to your data. LICENSOR retains all ownership and intellectual property rights in and to the LICENSOR PLATFORM.

You may not:

- remove or modify any program markings or any notice of LICENSOR's or its licensors' proprietary rights;
- provide your access credentials for the LICENSOR PLATFORM in any manner to any third party;
- modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the LICENSOR PLATFORM (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the LICENSOR PLATFORM in order to build or support, and/or assist a third party in building or supporting, products or services competitive to LICENSOR;
- disclose results of any LICENSOR PLATFORM benchmark tests to any party without LICENSOR's prior written consent; or
- license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau, use, or otherwise commercially exploit or make the LICENSOR PLATFORM or materials available, to any third party other than, as expressly permitted under these terms and conditions.

The rights granted to you under thereunder are also conditioned on the following:

- except as expressly provided herein, no part of the LICENSOR PLATFORM may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means;
- LICENSOR will only support the most current version of the LICENSOR PLATFORM and you shall not use any version of the LICENSOR PLATFORM other than the most current version made available by LICENSOR; and

- you agree to make every reasonable effort to prevent unauthorized third parties from accessing the LICENSOR PLATFORM.

D. Warranties, Disclaimers and Exclusive Remedies

LICENSOR warrants that it will provide you with access to the LICENSOR PLATFORM [during normal business days and normal business hours]. If at any time you do not receive access to the LICENSOR PLATFORM, you must provide written notice to LICENSOR no later than five business days after such failure to receive access.

LICENSOR DOES NOT GUARANTEE THAT THE LICENSOR PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT LICENSOR WILL CORRECT ALL ERRORS. YOU ACKNOWLEDGE THAT LICENSOR DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT ACCESS TO THE LICENSOR PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. WITHOUT LIMITING ANY OTHER PROVISIONS OF THE AGREEMENTS, LICENSOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. FOR ANY BREACH OF THE ABOVE WARRANTIES CAUSED SOLELY BY LICENSOR OR ITS SUPPLIERS OR SUBCONTRACTORS, LICENSOR WILL REMIT A SERVICES FEE CREDIT TO YOU CALCULATED AT THREE AND ONE-HALF PERCENT (3.5%) OF NET MONTHLY FEES FOR EACH DAY DURING THE MONTH IN WHICH THE BREACH OCCURRED. THE CREDIT WILL BE PROVIDED ONLY TOWARDS ANY OUTSTANDING BALANCE OWED TO LICENSOR, AND THE REMITTANCE OF SUCH CREDIT WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND LICENSOR'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED HEREIN. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

E. Indemnification

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects LICENSOR's ability to meet its obligations hereunder, then LICENSOR may, at its option and upon 30 days prior written notice, terminate these terms and conditions. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or services policies or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon (i) any information, design, specification, instruction, software, data, or material not furnished by the Provider, or (ii) any Material from a third-party portal or other external source that is accessible to you within or from the service (e.g., a third-party Web page accessed via a hyperlink). LICENSOR will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by LICENSOR. LICENSOR will not indemnify you for infringement caused by your actions against any third party if the services as delivered to you and used in accordance with the terms of this Agreement would not otherwise infringe any third-party intellectual property rights. LICENSOR will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this Agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this Agreement. This Section provides the parties' exclusive remedy for any infringement claims for damages.

F. Support Services

LICENSOR will provide you with telephone support services through its call center in accordance with LICENSOR's standard customer support practices.

G. End of Agreement

The initial term of this Agreement may be renewed in a writing signed by the Parties for additional one (1) year periods.

The term of the Agreement and any renewal years are collectively defined as the "Service Term." At the end of the Service Term, all rights to access or use the LICENSOR PLATFORM, shall end. If either of us materially breaches these terms and conditions and fails to correct the breach within 30 days of written notice explaining in sufficient detail the basis of the breach, then the breaching party shall be in default and the non-breaching party may terminate This Agreement upon written notice to the breaching party. If LICENSOR terminates this Agreement as specified in the preceding sentence, you must pay within 30 days all undisputed fees which have accrued prior to such termination, as well as all sums remaining unpaid for access to the LICENSOR PLATFORM plus related taxes, to the extent applicable, and all expenses. If LICENSOR terminates access to the LICENSOR PLATFORM under the Indemnification section, you must pay within 30 days all amounts remaining unpaid set forth herein or for access to the LICENSOR PLATFORM plus related taxes and expenses. The non-breaching party may agree in its sole discretion to extend such 30-day cure period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this Agreement, you may not access the LICENSOR PLATFORM. In addition, LICENSOR may immediately suspend your password, account, and access to or use of the LICENSOR PLATFORM (i) if you fail to pay LICENSOR as required under this hereunder and do not make payment within ten days of the date due, or (ii) if you violate any provision within Sections C, or D or L hereof. LICENSOR may terminate access to the LICENSOR PLATFORM hereunder if any of the foregoing is not cured within 30 days after LICENSOR's initial notice thereof. Any suspension by LICENSOR of access to the LICENSOR PLATFORM under this paragraph shall not excuse you from your obligation to make payment(s) under these terms and conditions.

You agree and acknowledge that LICENSOR has no obligation to retain your data. Provisions that survive termination or expiration of the Agreement are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive or are otherwise expressly stated to survive.

H. Fees and Taxes

You shall pay for access to the LICENSOR PLATFORM as set forth herein. All fees due hereunder are non-cancelable and the sums paid nonrefundable. Any amounts not paid by you when due shall, to the extent permitted by applicable law, bear interest at the rate of one-and-one-half percent (1.5%) (or the highest legal rate if lower) per month. You agree to pay any sales, value-added or other taxes that may be imposed by applicable law, except for taxes based on LICENSOR's income.

I. Nondisclosure

By virtue of this Agreement, the parties may have access to information, documentation, materials and data, which may be disclosed or made available from any source or in any form, including, without limitation, paper record, oral communication, audio recording, electronic media, electronic display or electronic transmission, relating to their respective business, financial information, employees, programs, documentation, techniques, trade secrets, systems and know-how that is confidential or proprietary to one another ("Confidential Information"). We each agree to access and disclose only information that is required for the performance of obligations under this Agreement. A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; (d) is independently developed by the other party; or (e) is a public record as defined by Chapter 132 of the North Carolina General Statutes. This Section L shall remain in full force and effect after the expiration or termination of this Agreement.

J. Entire Agreement

If any term of the terms and conditions set forth herein are found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Agreement. It is expressly agreed that the terms and conditions of the Agreement shall supersede the terms in any purchase order or other document provided by you and no terms included in any such purchase order or other document provided by you shall apply to the access provided to the LICENSOR PLATFORM.

The rights and restrictions set forth herein may not be waived except in a writing signed or accepted by authorized representatives of you and of LICENSOR.

K. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES TO BE PAID UNDER THIS AGREEMENT), DATA, OR DATA USE. LICENSOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT (EXCLUDING STRICT LIABILITY AND NEGLIGENCE), OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO LICENSOR FOR THE SERVICES UNDER THE SALES ORDER THAT IS THE SUBJECT OF THE CLAIM AND THE AMOUNT PAID TO LICENSOR IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST LICENSOR SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THIS AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY. IN NO EVENT SHALL LICENSOR OR AN 811 CALL CENTER HAVE ANY LIABILITY WHATSOEVER WITH RESPECT TO DAMAGES, LOSSES, EXPENSES OR COSTS OF ANY NATURE CAUSED BY ANY ACTS OR OMISSIONS OF ANY PARTY INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES, WITH RESPECT TO A TICKET PROCESSED THROUGH THE LICENSOR PLATFORM AND AN 811 CALL CENTER.

L. Other

- This Agreement is governed by the substantive and procedural laws of the State in which the customer is based, and you and LICENSOR agree to submit to the exclusive jurisdiction of, and venue in, the appropriate state or federal court in Wake County, NC, in any dispute arising out of or relating to this Agreement.
- If you have a dispute with LICENSOR or if you wish to provide a notice under E. Indemnification, or if you become subject to insolvency or other similar legal proceedings, you will within 15 business days send written

notice to: Norfield Development Partners, P.O. Box 630 Clarence, NY 14031. LICENSOR may give notice applicable to LICENSOR's software as a service customer by means of a general notice on the LICENSOR portal for the Services, and notices specific to you by electronic mail to your e-mail address on record in LICENSOR's account information or by written communication sent by first class mail or pre-paid post.

- You may not assign, sublet, subcontract this Agreement or transfer, sublet or subcontract the Services or an interest in them to any third party by operation of law for otherwise without the prior written consent of LICENSOR,

M. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage or other equipment failure that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or any other event, provided that each of the foregoing is outside the reasonable control of the obligated party. The party whose performance is affected by the force majeure event will use commercially reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed services upon written notice to the other. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the services.

N. Third Party Web Sites, Content, Products and Services

The LICENSOR PLATFORM may enable you to add links to Web sites and access to content, products, and services of third parties, including users, advertisers, affiliates and sponsors of such third parties. LICENSOR is not responsible for any third-party Web sites or third-party content provided on or through the LICENSOR PLATFORM and you bear all risks associated with the access and use of such Web sites and third-party content, products and services.

O. E-Verify. LICENSOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). LICENSOR shall require all of LICENSOR's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

P. Anti-Human Trafficking. LICENSOR warrants and agrees that no labor supplied by LICENSOR or LICENSOR's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

Q. Nondiscrimination. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, LICENSOR hereby warrants and agrees that LICENSOR will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement “protected class” includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

R. Nonappropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from You are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to You to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of You.

Town of Apex

X _____

Randal E. Vosburg, Town Manager
Email: [empty member email]
Timestamp: [empty signing timestamp]

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. _____

X _____

[empty member name] , Finance Director
Email: jon.griffin@apexnc.org
Timestamp: [empty signing timestamp]

Norfield Development Partners, LLC

X _____

[empty member name] , Business Operation Manager
Email: tiffany@ndpcci.com
Timestamp: [empty signing timestamp]

DATE