



## MONTHLY SERVICE FEE AGREEMENT

This Agreement between Customer, City of Norman and Company, Club Profit is for software services to be utilized by the City of Norman's Department of Parks and Recreation.

The following sections are in place to outline the key items that will help, both Customer and Company, ensure a smooth implementation.

### TERMS OF SALE

1. In order for Company to reserve installation and training dates, the undersigned agrees to execute and return this Agreement along with payment/deposit for the hardware and first month service agreement in the amount of \$2,865.00.
2. **\*\*Monthly payments of \$1140.00 will then be due starting the second month of Customer's usage and can be Setup for ACH/Direct Deposit payment with net 30 terms as required and preferred by the City.**
3. The monthly payments will remain constant for two years as long as Customer continues to use Company's POS software solution.
  - a. Any additional software modules will have an additional monthly service fee.
  - b. Software customizations will be considered on a case by case basis and will be an additional fee.
  - c. **\*\*After two years, Company reserves the right to raise the monthly software fee. That increase will be limited to 2% each year.**
4. Total payments will not exceed \$17,305 for year 1. Total payments include: \$475 Accounting set up fee, \$1,250 Dedicated post go live support, \$13,680 Monthly Service fees, \$1,900 Trainer pass through expenses.
5. Monthly Service Fee includes:
  - a. The right to install and use the number of SAAS licenses for the Company Modules licensed.
  - b. Unlimited technical support on business days from 8:00am to 7:00pm eastern time.
  - c. Emergency support when the support office is closed with typical response within 15 minutes.
  - d. Customer retains ownership of the data collected with Company's products and will have access to the data for extraction and use
6. Either party may terminate this agreement with 30 days written notice without cause.

### CUSTOMER RESPONSIBILITIES

1. Customer agrees to assign a Project Manager responsible for the coordination of the installation, compiling of data, and training under this agreement.
2. Customer has reviewed Company's Hardware Minimum Requirements (Exhibit B) and acknowledges that all PCs and peripheral hardware meet Company's Hardware Minimum Requirements.
3. Customer acknowledges that Club Prophet offers specific PCI Organization - PA-DSS Validated credit card integrations. A PA-DSS Validated payment application is a core requirement for a Customer to establish a PCI-Compliant environment for processing credit cards. Options vary by country and these validations may dictate hardware requirements and compatible processing platforms. Additional integration fees may apply. Company has elected to use \_\_\_\_\_ for their credit card integration. **Limitation of Liability with Credit Card Interface:** The merchant/customer is responsible for reconciling all credit card transactions with CPS reporting and merchant's bank deposits. CPS will not be responsible or liable for any discrepancies that were not reported to CPS within 10 business days of the transaction or any discrepancies that were caused by the lack of merchant reconciliation between CPS, the Terminal, and the merchant's bank deposit.
4. Customer will be responsible for hiring a qualified network company to install, set up, and cable the

necessary networking components of computers. This work is to include cabling, network configuration, hubs/switches, computer installation, monitor and printer set up, and all other standard "off the shelf" peripherals. Company will not support our software on generic, home-built PCs or on networks that do not meet the specifications listed in Exhibit B.

5. If Customer is not purchasing computers from Company, Customer must purchase only industry-standard, brand-name PCs that meet the specifications listed in Exhibit B. Under no circumstances will Company be responsible for any network problems or reimburse Customer for any fees incurred by or from outside software/hardware vendors, or Internet Service Providers.
6. All hardware warranty issues that arise from the purchase of any hardware from Company will fall under the manufacturer's original warranty.

## COMPANY RESPONSIBILITIES

### TRAINING

1. Initial training includes specified days (8/hr day) of onsite training per the Training, Installation and Setup section in the quote above.  
**Note: Any training over the allotted hours stated in the agreement may result in a \$50/per hour fee.**
2. Additional on-site and/or remote training can be scheduled through Company's sales office and is available at a daily rate of \$800 plus expenses for on-site training or \$100 per hour for remote training.
3. All pass-through expenses for travel, shipping, tax, etc., (See Exhibit A) that are associated with the cost of training and installation, will be billed upon the completion of said training and installation and will be due within ten (10) days of the invoice date.
4. Standard Training is included. However Premium Training / Travel Applies as follows:
  - a. IF the training dates require the trainer to Travel on a weekend or holiday, (i.e., must travel Sunday to start training Monday morning) then there is \$125.00/day charge for weekend travel.
  - b. IF Training is required on a weekend or holiday (i.e., Saturday training), there is a \$250.00/day charge for weekend training.

### CONFIDENTIAL INFORMATION

The Customer acknowledges that Company may use products, materials, or methodologies proprietary to Company. The Customer agrees that Company's provision of services under this Agreement shall not be grounds for the Customer to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto.

Company, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Customer ("Customer Information") as confidential and shall not disclose any such information to a third party without the prior written approval of the Customer.



## MONTHLY SERVICE FEE AGREEMENT

### WARRANTIES AND REMEDIES

COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE IS AND REMAINS WITH CUSTOMER. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.

COMPANY'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE THE AMOUNT OF THE CUSTOMER'S CURRENT MONTH SERVICE FEE. EXCEPT AS STATED IN THE PRECEDING SENTENCE, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, GENERAL, COMPENSATORY, CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR ANY OTHER LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CERTAIN CASES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

### ACCEPTANCE

In witness whereof, the parties have executed this agreement.

Dated this Oct 6, 2022 day of October, 2022.

CLUB PROPHET

By: Seth Cravin  
Title: Lead Sales Engineer

ATTEST

Torrey Schultz  
Torrey Schultz (Oct 6, 2022 16:58 EDT)

National Sales Director

CITY OF NORMAN

Larry Heikkila, Mayor

Date:

ATTEST:

Brenda Hall, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

City Attorney

Club Prophet  
701 Russellton Road  
Cheswick, PA 15024



**The below monthly fees include software, training, 24/7 technical support and future software updates:**

<i>Software Service and Support</i>			
Name	Price	Qty	Total Price
Amazon Data Hosting	\$150.00	1	\$150.00
Golf POS, Inventory, Customer Management	\$125.00	1	\$125.00
Food and Beverage POS	\$125.00	1	\$125.00
Tee Sheet & Email Marketing	\$100.00	1	\$100.00
Online Reservations	\$100.00	1	\$100.00
Private Club Billing with Online Member Statements	\$100.00	1	\$100.00
CPS Air	\$75.00	1	\$75.00
Golf POS Licenses	\$25.00	4	\$100.00
Food and Beverage Licenses	\$25.00	5	\$125.00
CPS Air additional license	\$25.00	2	\$50.00
Admin Licenses	\$20.00	2	\$40.00
Munis Accounting Interface	\$50.00	1	\$50.00
<b>Total:</b>			<b>\$1,140.00</b>

<i>Training, Installation and Setup</i>			
Name	Price	Qty	Total Price
Accounting Interface Setup (One Time Fee)	\$475.00	1	\$475.00

<i>Training, Installation and Setup</i>			
Name	Price	Qty	Total Price
On Site Training (8/hr day)	\$0.00	5	\$0.00
Support & Software Updates	\$0.00	1	\$0.00
Dedicated Post Go Live Support Agent	\$250.00	5	\$1,250.00
Data Conversion	\$0.00	1	\$0.00
<b>Total:</b>			<b>\$1,725.00</b>

***The City of Norman would like to ask for pricing of 5 additional days remote post Go-Live support in addition to installation and setup quote. This support would be leveraged within 1 month following the Go-Live for assistance on any clean-up issues found, possible reporting needs, inventory, etc.***

***The above pricing does not include any shipping fees, travel expenses or taxes. Where applicable, those items will be billed at cost as set out in Exhibit A.***

**Club Prophet  
Pass Through Expenses  
(Exhibit A)**

With each installation, Club Prophet incurs certain pass-through expenses. All pass-through expenses are billed to the customer at cost.

Pass through expenses include but are not limited to:

- **AIRFARE**
  - ☐ Coach Class
  - ☐ Reasonable Travel Time-of-Day
  - ☐ Twenty-One (21) Day Advance Purchase Rates When Available
  - ☐ Airport Parking or Taxi/Uber fees.
- **GROUND TRANSPORTATION**
  - ☐ Mid-Size Automobile Rates
  - ☐ Parking and Tolls
  - ☐ Gasoline
  - ☐ Cab Fares (If Applicable)
- **HOTEL LODGING**
  - ☐ Reasonable Full Service Hotels (or comparable housing provided by club)
- **FOOD | TELEPHONE | MISCELLANEOUS**
- **ALL SHIPPING EXPENSES**
  - ☐ Equipment/Hardware
  - ☐ Software
  - ☐ Overnight Shipping
- **TRAINER COMPENSATION**
  - ☐ Premium Training/Travel Rates\*\*

\*\* Regular Training is included. However Premium Training / Travel Applies as follows:

- ☐ IF the training dates require the trainer to Travel on a weekend or holiday, (i.e., must travel Sunday to start training Monday morning) then there is \$125.00/day charge for weekend travel.
- ☐ IF Training is required on a weekend or holiday (i.e., Saturday training), there is a \$250.00/day charge for weekend training.

**EXHIBIT B Club Prophet Hardware Requirements – 1/15/2022**

Club Prophet is not responsible for system performance if the required specifications are not met.

**Data Server that has 6 or more POS Stations connected:**

Minimum Specification	Recommended Specification
Intel Xeon Quad Core 2012+ Microsoft Windows Server 2012+ (64-bit) 8+ GB of Installed Memory Available HD space, 40Gb+ MSSQL 2012+ R2 Standard Edition, Workgroup or Enterprise Offsite data backup Antivirus software	Intel Xeon Quad Core 2018+ Microsoft Windows Server 2019 (64-bit) 32+ GB of Installed Memory Available HD space, 40Gb+ MSSQL 2019 Standard Edition, Workgroup or Enterprise Mirrored Raid Configuration and offsite data backup Antivirus software

**POS Stations**

Minimum Specification	Recommended Specification
Intel Core i5 2012+ Microsoft Windows 10 Pro (64-bit) 8+ GB of Installed Memory Available HD space 10Gb+ Wired Network Connectivity Antivirus software	Intel Core i7 2018+ Microsoft Windows 10 Pro (64-bit) 16+ GB of Installed Memory Solid State HD, 256Gb+ with 10Gb+ available HD space Wired Network Connectivity Antivirus software

**Peripheral Hardware:**

- Thermal Receipt Printers supported: Citizen CTS2000 (USB Only), Epson TM-T88IV or newer (USB only)
- Impact Printers supported (for remote kitchen printing): Epson TM-U200 series (Ethernet only)
- Cash Drawers Supported: APG-320 Cash Drawer, MMF Cash Drawer
- Epson Intelligent Printers for iPad Printing: TM-T88VI
- Barcode Scanners Supported: Symbol, PSC, Metrologic, Socket Mobile S700 Bluetooth
- Barcode Printer Supported: Zebra ZD410
- Windows Bluetooth Printer: Citizen CMP-30LBTU
- Touch Screen Monitors supported: minimum LCD size 15"
- Pole Displays: Logic Controls PD3000 (USB)
- Credit Card Devices (Devices are processor specific. Please talk to a Sales Representative prior to purchasing) : Ingenico iSC250, Ingenico iPP320, PAX S300,, Lane 3000, Lane 5000, Desk 3500, Move 5000, DewjavooZ11, USB non encrypted Magtek keyboard emulation
- Card printer: Zebra ZXP Series 3 or Fargo DTC410
- CPSair/CPSgo: iPad running iOS 12 or newer with Infinea Tab M Sled (cellular data usage < 500MB a month) (USB-C port iPads are NOT supported for credit card swipe hardware at this time)
- CPStv: Apple TV 4th gen or newer
- iOS Bluetooth Printer: Epson TM-P20
- iCPS Stock App: iPod Touch 5th Gen or newer on iOS 9 or newer with Linea Pro 5 Sled with 2D scanner

**Web Server notes:**

- Windows 10 Pro has a 20 connection limit, CPS recommends Server OS if hosting multiple web products (ORES, OBILL, API, 3Party, Etc.) <https://bit.ly/2XKSjPw>
- Available HD space 10GB+

**Offsite data notes:**

- Internet speeds directly affect system performance when the central database is hosted offsite or AWS
- The total number of computers sharing an internet connection directly affects the availability of bandwidth
- Using various online speed tests (<https://speedof.me>) CP recommends 5mb up/down availability for normal use (2-3 POS) with more bandwidth available for additional terminals and modules (ORES, API, 3Party, etc.)



## **Web Interface Services Requirements**

If you are using an external web service application, Web Store, Online Reservations, Remote License or any service that requires Web Services, the following requirements need to be met prior to our installation/setup.

**\*\*You will need an IT Professional to set up these requirements.\*\***

1. A public and static IP address. Your internet service provider can tell you if you have a static or dynamic IP address. If it's dynamic, you will need to ask your internet service provider to set you up with a static IP address.
2. Port 80 (or other port) needs to be open and forwarded to your web server. Depending on the brand of router that you have, it may be called NAT Translation. Please provide a screen shot of [www.canyouseeme.org](http://www.canyouseeme.org) website showing the successful open port connection test on the web server. This screen shot will show the public static IP address and show the opened port you are using.
3. For PCI Compliance, you need to have a web server that is separate from your data server. You will need to use a different computer than your server to control traffic from the web. This machine can be one of your client machines that you are already using with our software.
4. Send this information along with your IT Professional's contact information to Lee Hanyo, Project Manager: [lee@clubprophetsystems.com](mailto:lee@clubprophetsystems.com)
5. If you have any questions regarding the information listed above, please contact Lee Hanyo, Project Manager at 800.793.1872 (Option 1) or email [lee@clubprophetsystems.com](mailto:lee@clubprophetsystems.com)



## CLUB PROPHET ACH AUTHORIZATION AGREEMENT

CUSTOMER NAME : **Westwood Park Golf Course**

TELEPHONE # : 405-292-9700

BANK NAME :

BANK ADDRESS :

BANK ROUTING # :

BANK ACCOUNT # :

I/We authorize **Pro-Shopkeeper Computer Software Company DBA Club Prophet Systems** to begin deductions for monthly regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my Club Prophet Systems account. Regular monthly payments for the full amount of services will be debited to my account on the 10<sup>th</sup> day of each month. Club Prophet Systems will provide 7 days' notice for the amount of each debit. This authority remains in effect until Club Prophet Systems has received written notification from me of change or termination.

ONE-TIME DEPOSIT \$ 2865

MONTHLY SERVICE FEE \$

1140

SIGNATURE OF ACCOUNT

HOLDER :

PRINT NAME :

DATE :

EMAIL (for monthly billing statements) :

PLEASE RETURN FORM TO:

**Club Prophet Systems**  
[kate@clubprophetsystems.com](mailto:kate@clubprophetsystems.com)  
**Fax: 724.274.0387**  
**Questions: 1.800.793.1872 x7006**







# Club Prophet

## Final Audit Report

2022-10-06

Created:	2022-10-06
By:	Seth Erwin (seth@cps.golf)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAzfhuPhxTm6WN90qLAZEXVTDoeY1XF

## "Club Prophet" History

-  Document created by Seth Erwin (seth@cps.golf)  
2022-10-06 - 8:56:30 PM GMT- IP address: 73.117.135.7
-  Document emailed to torrey@clubprophet.com for signature  
2022-10-06 - 8:57:11 PM GMT
-  Email viewed by torrey@clubprophet.com  
2022-10-06 - 8:57:15 PM GMT- IP address: 74.125.210.131
-  Signer torrey@clubprophet.com entered name at signing as Torrey Schultz  
2022-10-06 - 8:58:55 PM GMT- IP address: 73.117.188.29
-  Document e-signed by Torrey Schultz (torrey@clubprophet.com)  
Signature Date: 2022-10-06 - 8:58:56 PM GMT - Time Source: server- IP address: 73.117.188.29
-  Agreement completed.  
2022-10-06 - 8:58:56 PM GMT

