AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ADVANCED PROCESSING & IMAGING, INC.
(hereinafter referred to as " VENDOR"),
whose principal place of business is
901 Yamato Road, Suite 180
Boca Raton, Fl 33441

WHEREAS, the VENDOR is the provider of software solutions OptiView®, OptiWorkFlow® and OptiSpool®; and

WHEREAS, SBBC desires to obtain equipment, license of programs and services from the VENDOR; and

WHEREAS, VENDOR is willing to provide SBBC with the equipment, license of programs for its registered software solutions and support services; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on June 30, 2017.

2.02 **Services.** The VENDOR shall provide SBBC goods and services as described in the VENDOR's Master Customer Agreement, **Attachment A** and the VENDOR's Addendum to Master Agreement, **Attachment B** which are incorporated herein by reference.

2.03 **Pricing.** SBBC shall pay VENDOR for Software and Services per **Attachment A,** Master Customer Agreement and Hosting Project Overview & Pricing per **Attachment B** and incorporated herein by reference.

2.04 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

> First: This Agreement; then
> Second: **Attachment A** - Master Customer Agreement; then
> Third: **Attachment B** - Addendum to Master Agreement

2.04 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e)   Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f)   Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g)   Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h)   Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.05 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To SBBC:	Chief Information Officer 7720 W. Oakland Park Blvd., Suite 323 Sunrise, Fl .33351
To VENDOR:	Juan Rodriguez President & CEO 901 Yamato Road, Suite 180 Boca Raton, Fl. 33441
With a Copy to:	Laurie VanDoezelaar Director of Sales 901 Yamato Road, Suite 180 Boca Raton, Fl. 33441

2.06 **Background Screening**: VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.07 **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

      3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

      3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

      3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall pay VENDOR for all goods and services provided through the effective date of termination.

      3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

      3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section. \

      3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such

erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records**. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonable susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward county, Florida.

3.13 **Governing Law and Venue**.   This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. **Attachment A and B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.**   No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

<div align="center">

FOR SBBC

</div>

(Corporate Seal)   THE SCHOOL BOARD OF BROWARD
                                                COUNTY, FLORIDA

                                                By_____
ATTEST: Patricia Good, Chair

_____   Approved as to Form and Legal Content:
Robert W. Runcie, Superintendent of Schools

                                                Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ADVANCED PROCESSING & IMAGING , INC.

ATTEST:

By _Juan Rodriguez_

_____
, Secretary
-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _Florida_ .

COUNTY OF _Palm Beach_

The foregoing instrument was acknowledged before me this _May_ day of _13th_ , 20_14_ by _Juan R. Rodriguez_ of
Name of Person

Advance Processing Imaging , on behalf of the corporation/agency.
Name of Corporation or Agency
He/She is personally known to me or produced _Driver Lic_ as identification and did/did not first take an oath.
                                    Type of Identification

My Commission Expires:

March 19, 2016

Irma A. Rivera
Signature – Notary Public

Irma A. Rivera
Printed Name of Notary

(SEAL)

_EE 181105_
Notary's Commission No.

IRMA A. RIVERA
Commission # EE 181105
Expires March 19, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

ADVANCED
PROCESSING &
IMAGING, INC.
www.apimg.com

Attachment A

Master Customer Agreement

This **Customer Agreement (herein called the "Agreement") covers the major business transactions** *Advanced Processing and Imaging, Inc.* **(herein called "API") may do with** The School Board of Broward County, Florida. **(herein called the "Customer"), including:**

> (a) sale of equipment;
> (b) license of programs; and
> (c) provision of services.

API agrees to provide the equipment, programs and services, listed within designated Schedule(s) and/or Attachment(s). The equipment, programs and services provided will be in accordance with the Terms and Conditions stated in this Agreement.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ EACH OF THE TERMS AND CONDITIONS IN THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

Contract #: R0131201401

Software and Service Schedule

See Statement of Work on pages 6-17.

Payment Schedule:

Payment terms are due net 30 upon receipt of product and services rendered. Late fees will be assessed at 1.5% interest per month from date of invoice. Payment due upon sign off and completion of each professional service step as stated in the attachments. Non API delays in the professional service progress are subject to Progress terms as stated in Professional Service terms and conditions section 2.

- Amount due upon software delivery $22,650.00
- Professional services & maintenance*
    - Upon completion of central environment.................... $10,500.00
    - Upon completion of Workflow & form design training $ 7,500.00
    - Upon completion of OptiSpool overlay................. $ 1,500.00
    - Upon completion of Migration $22,500.00
    - Maintenance**... $ 4,530.00

*Payment due upon sign off and completion of each professional service step. Non API delays in the professional service progress are subject to Progress terms as stated in Professional Service terms and conditions section 2.
**Maintenance to be prorated to Broward Schools annual maintenance

For wire transfer send to Square 1 Bank, 406 Blackwell Street, Suite 240, Durham, NC 27701.
Phone: 919-314-3040; Transit/Routing #053112615; Account # 2121818

GENERAL TERMS AND CONDITIONS

1) **DEFINITIONS.** The definitions below are for clarification of the terms used in this agreement.
   a) **COMMENCEMENT DATE** - The commencement date is defined as the date this agreement is signed by all parties.
   b) **CHARGES** - Charges are the software, professional services and software maintenance fees that are due.
   c) **SOFTWARE** - Software is all products listed in the Software and Service Schedule on page 1.
   d) **SERVICES** - Services are all services listed in the Software and Service Schedule on page 1.

2) **GENERAL.** The customer, at API's discretion, may license additional software product(s) and purchase additional hardware by way of a schedule referencing the license number of this Agreement. Such additional product(s) and services shall be governed by the terms of this Agreement.

3) **NON-ASSIGNMENT.** The customer shall not assign, transfer, sublicense, grant, endow or gift any portion of API Software, Hardware, Professional services, Intellectual Property, etc. as covered in this Agreement in whole or in part without the prior written consent of API. With prior written consent of API, the Customer may assign any portion of this Agreement to an entity that has an enforceable right: to control, is controlling or is under common control of the Customer or to which substantially all of the Customer's assets are sold, provided that such entity is not a competitor, affiliate, organization, branch, association, partner or subsidiary thereof and that all financial obligations and/or debts owed to API, both prior and thereafter the sale of Customer's assets, are satisfied as set forth in this agreement.

4) **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other for any special, indirect or consequential damages including, but not limited to, economic loss, lost profits, lost revenue, and damages relating to lost data or use, whether the claim is made for breach of contract, breach of warranty, limited to the conditions set forth in section 9 Exclusive Remedies.

5) **LIMITED WARRANTIES.** The only warranties provided by API are those specifically set forth in this Agreement, and such limited warranties are in lieu of any and all other warranties, express or implied, including any warranties of merchantability and fitness for a particular purpose. API has authorized no other warranty or representation and the Customer has not relied on any other warranty or representation in its decision to execute this Agreement and purchase goods and/or services. API's limited warranties shall be suspended by API without recourse on the part of the Customer during the period in which the Customer's computer equipment fails to perform according to its standard performance specifications or the operating system and other program products upon which the API software product(s) depend for successful operation fail to perform according to the manufacturer's specifications as contained in their product documentation. API's limited warranties shall not apply to extent of any defect, error or other problem caused or contributed to by the Customer or any third party, including without limitation, misuse, misapplication or failure to comply with the terms of this Agreement and all related manuals and documentation.

6) **LIMITATIONS ON LIABILITY.** API and the API Parties shall not be liable for direct, indirect, special, incidental, consequential or punitive damages of any type, arising out of or in connection with this Agreement, the Software and/or Services, whether or not API and its licensors have been advised of the possibility of such damages and whether based upon breach of contract or tort (including negligence). API and the API Parties shall have no liability for any damages resulting from alteration, destruction or loss of any data or information input, generated or obtained from access and/or use of the Software and Services, including any reports or numeric results, whether or not API and the API Parties have been advised of the possibility of such damages. The limitations of damages and liabilities set forth in this Agreement are fundamental elements of the basis of the arrangement between API and the Customer, and the pricing for the license reflects such limitations.

7) **EXCLUSIVE REMEDIES.** The exclusive remedies of the Customer for a breach by API of any term of this Agreement shall be those specifically set forth herein, and shall be subject to the time limitations and notice requirement set forth herein. In the event of a breach by API of any term of this Agreement, the Customer shall be entitled to a claim for direct damages actually caused by such breach. IN NO EVENT SHALL API'S LIABILITY TO THE CUSTOMER UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE LICENSE FEES PAID TO API HEREUNDER, REGARDLESS OF WHETHER THE CLAIM IS MADE FOR BREACH OF CONTRACT, BREACH OF WARRANTY, IN TORT OR OTHERWISE.

8) **INDEMNITY.** Customer agrees to defend, indemnify and hold API and each API Party, as well as the directors, officers, agents, and employees of API and each API Party, harmless from any losses, liabilities, damages, actions, claims or expenses (including reasonable attorneys' fees and court costs) arising or resulting from Customer's breach of any term of this Agreement or caused by acts or omissions performed by Customer or under Customer's Password or any password issued by Customer to Licensed Users as governed by SBBC agreement Article 2 section 2.07.

9) **INFRINGEMENT INDEMNITY.** API will defend, at its cost, any claim brought against the Customer that the current release version of any programs provided under this Agreement infringes a patent, trademark, copyright or other intellectual property right of third parties, and will indemnify the Customer against those costs and damages finally awarded or settled by negotiations in any action against the Customer based on any such claim provided that :
   a) the Customer promptly notifies API in writing of any such claim;
   b) API has sole control of and the Customer cooperates in all respects in the defense of any such claim and all related settlement negotiations; and,
   c) Such claim does not relate to any act of the Customer, including without limitation, a change in the software program, use thereof in a manner other than that specified by API or any other breach of this Agreement by the Customer.
   d) If a judgment against API for any such claim has occurred, or in API's opinion is likely to occur, the Customer agrees to permit API, at its option and expense, either:
      i. to produce for the Customer the right to continue using the program; or,
      ii. to modify the same so that it becomes non-infringing; or,
      iii. to replace the same by non-infringing material so that the material as modified or replaced performs the same functions as the infringing material; or,
      iv. to terminate the license for the allegedly infringing product and refund a pro-rated amount of the license fees paid.

10) **PROPRIETARY RIGHTS.** The Software and Services are protected by applicable United States and foreign laws and treaties, including copyright laws and treaty provisions. API or its licensors own all rights, title and interests in the Software and Services, including trade secrets, patents, copyrights and database rights, and the Software and Services shall remain the sole and exclusive property of API or its licensors. Except as provided in the License Grant section of this Agreement, Customer has no, and is not granted, any right, title, interest or license in the Software or Services.

11) **ACKNOWLEDGMENT.** Upon written approval by the Customer, the Customer grants to API the right to use the Customer's name as a customer of API in publicity, advertising releases or other materials prepared by and on behalf of API.

12) **COMPUTER CONTROLS.** The Customer will be responsible for implementing sufficient procedures and checkpoints to satisfy the Customer's requirements in relation to security and accuracy of input and output data, including re-start and recovery in the event of a computer malfunction. The Customer shall provide suitably qualified personnel to run the computer.

13) **EXPENSES.** The Customer agrees to reimburse API for reasonable incidental expenses incurred by its staff for all travel and related living expenses (out-of-pocket expenses) as a result of work performed under this Agreement in accordance to Florida Statues Chapter 112.061. API shall obtain written approval from Customer to incur out of pocket expense prior to any travel by API employees.

14) **PAYMENT.** The Customer agrees to pay all invoices for the Software and Services in compliance with the Florida Local Government Prompt Payment Act, Ch. 218, Florida Statutes.

15) **TAXES.** The Customer agrees to pay all sales, use, or other taxes or similar charges when due now or in the future, to the extent required by any local, state or federal law.

18) **NON-API ERRORS.** The Customer agrees that if operational problems or errors are subsequently discovered to be attributable to malfunction of the Customer's computer(s) or the malfunction of software other than the software product(s) supplied by API, then all work performed by API in investigating and/or correcting such situation shall be payable by the Customer at API's standard rates. If the Customer or its agents has altered, added to or deleted from the program coding and/or the data files of the software product(s) so as to cause them to vary from the software product(s) delivered or subsequently upgraded by API, and, if API is called upon to repair any malfunction in the software product(s) as a result of the changes made by the Customer or its agents, then the Customer shall pay API, at standard rates for all time spent by API representatives incurred in making such repairs as well as all out-of-pocket expenses. Additionally, the customer assumes the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components, unless such errors or viruses are the direct result of API's gross negligence or willful misconduct.

19) **MISCELLANEOUS.** Based on the due diligence and extensive investments of time, intellectual resources and capital involved in the competitive proposal-bid process or other highly refined procurement processes which were employed, this agreement provides at any stage during the life of the agreement and for up to one year immediately following with the consent of the vendor (API), that any similar type Government or Public Sector Agency may utilize the provisions of this contract to acquire or contract for similar products and services provided.

Initials: _____

APPLICATION
LICENSING TERMS AND CONDITIONS

1) PROVISION OF SERVICES. API agrees with effect from the Commencement Date in consideration of the payment of the Charges by the Customer to supply to the Customer: the GRANT OF LICENSE, and the Professional Services as the parties have agreed upon under the terms of this Agreement, and subject to the limitations on the number of users authorized to use the software product(s) concurrently at any given time as specified in the attached Software and Service Schedule(s), Page 1. For the purpose of this Agreement, the number of "users" shall be determined by adding the number of individuals using the software product(s) at same time.

2) GRANT OF LICENSE. Subject to the terms of this Agreement, API grants Customer a nonexclusive, nontransferable license to access and use the Software and Services for internal business purposes only, without the right to sublicense such rights, provided Customer unconditionally agrees to access and use the Software and Services in accordance with this Agreement ("License"). Under the License, Customer may print out, or otherwise make, printed copies ("Copies") of the reports, numeric results, and other information or materials generated from Customer's access and use of the Software and Services for internal business purposes only. Any updates, modifications, enhancements or new versions of the Software and Services provided or made available to Customer by API, in accordance with Section named Work Product of this Agreement, shall be considered Work Product subject to this Agreement. API, may at any time and for any reason, elect to modify, discontinue, delete or restrict any aspect or feature of the Software and Services without notice to Customer or any liability to API or any API Party; however, API agrees to make commercially reasonable efforts to provide Customer with prior notice of any such changes. The Customer acknowledges it has no right to the software product(s) except that of usage, subject to the term of this Agreement, and that API, or such other person as API designates, retains sole ownership of the software product(s), including, but not limited to, any modifications, Work Product or extensions provided for the Customer. The Customer further agrees not to contest or challenge in any legal proceedings or otherwise the proprietorship or ownership by API of the software product(s). The Customer acknowledges that any deliverables provided under this Agreement shall be and remain the property of API. In all cases, all rights in API's IP remain ownership of API.

3) SOFTWARE AND SERVICES. Except as otherwise expressly provided in this Agreement, Customer agrees to
   a) only use the Software and Services in the manner, and for the purposes, expressly specified in this Agreement;
   b) not decompile, disassemble, analyze or otherwise examine the Software and Services for the purpose of reverse engineering;
   c) not delete or in any manner alter any notices, disclaimers or other legends contained in the Software and Services or appearing on any screens, documents, reports, numeric results or other materials obtained by Customer through use of the Software and Services ("Notices");
   d) reproduce and display all Notices on copies Customer makes, in accordance with this Agreement;
   e) not provide service bureau facilities or commercial time-sharing services to any third party or support operations for any third party through the access and/or use of the Software and/or Services;
   f) not attempt to access any systems, programs or data of API or any API Party that are not licensed under this Agreement, or otherwise made available by API or an API Party for public use;
   g) not copy, reproduce, republish, upload, post, transmit, or distribute the Software or Services, or any portion thereof, or facilitate or permit a third party to do so;
   h) not use any device or software to interfere or attempt to interfere with the proper operation of the Software and Services; and,
   i) not ship, transmit, transfer, or export the Software and Services into any country or use the Software and Services in any manner prohibited by United States export laws, restrictions or regulations; and abide by all applicable local, state, national and international laws.

4) DISCLAIMERS. Except as otherwise expressly provided in this agreement, the software and services are provided "as-is" and, to the maximum extent permitted by applicable law, API and its directors, officers, licensors, subcontractors and agents ("API Parties") disclaim all warranties of any kind, express or implied, regarding the software and services or otherwise relating to this agreement, including warranties of fitness for a particular purpose, merchantability, non-infringement and accuracy;
   a) neither API nor any API party warrants that the software and services are or will be accurate, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other program limitations;
   b) each of API and the API Parties disclaim and make no warranties or representations as to the accuracy, quality, reliability, suitability, completeness, truthfulness, usefulness, or effectiveness of the reports, data, scores, results or other information obtained, generated or otherwise received by Customer from accessing and/or using the software and/or services or otherwise resulting from this agreement; and,
   c) use of the software, services and reports is entirely at customer's own risk and API and each of the API Parties shall have no liability or responsibility thereof.

5) DATA. Customer agrees that API and the API Parties are permitted to access any information or data that the Customer inputs or provides while accessing or using the Software and Services ("Data") for the sole purpose of ensuring proper access and use of the Software and Services by Customer in accordance with this Agreement and to maintain and troubleshoot API Software.

6) CONFIDENTIALITY. Customer acknowledges that the Software and Services constitute and contain confidential, proprietary and copyrighted information and subject matter of API and API Parties ("Confidential Information"). Customer agrees to not, directly or indirectly, without API's prior written consent, use the Confidential Information for any purpose other than as expressly permitted under this Agreement; divulge, discuss, provide, transmit, copy, make available or otherwise communicate the Confidential Information to a third party; or permit any third party to use such Confidential Information. API shall mark all Confidential Information documents that contain trade secrets, as defined in Florida law, so as to avoid waiver of trade secrets under Public Records law. Notwithstanding the foregoing;
   a) each Party shall be permitted to disclose Confidential Information of the other Party if such disclosure is required by law, provided that the Party required to disclose Confidential Information of the other Party shall:
      i. give prompt notice of such requirement to the other Party so it will have the opportunity to seek a protective order or other appropriate remedy; and,
      ii. cooperate in the other Party's attempts to obtain confidential treatment of such Confidential Information.

7) FORCE MAJEURE. API will provide the software product service as requested by the Customer but disclaim all warranties, express or implied, in favor of the Customer and shall not be liable to the Customer for any damages, whether direct, indirect, incidental or consequential, arising from the use of the applications. If such delays are due to industrial dispute of third parties or any act of God or any act beyond API's reasonable control and in such case API shall be entitled to a reasonable extension of time for performing its obligations. Such instances that may require a reasonable extension of time for API to perform its obligations would include, but be limited to, the availability of: non-API systems, public telephones, computer networks, internet connectivity, etc. as is necessary to access, interact and utilize API products and services whether or not supplied by the Customer or API.

8) TRADENAMES AND TRADEMARKS. This Agreement does not grant to any Party a license to use any trademark, trade name, or logo of the other Party and each Party recognizes that the trademarks, trade names, and logos of the other Party represent valuable assets of that Party and that substantial recognition and goodwill are associated with such trademarks, trade names, and logos. Each Party hereby agrees that it shall not use or permit any third Party to use, at any time, the other Party's trademarks, trade names, or logos.

9) TERM OF AGREEMENT: The term of this Agreement shall be the period described in SBBC agreement Article 2 section 2.01, subject to provisions of early termination described in paragraph SBBC agreement Article 3 sections 3.05 and 3.07 and in 10 below.

10) CANCELLATION - GRANT OF LICENSE. If the Customer defaults in the payment of any amount due and payable under this Agreement, or otherwise defaults in the performance of any other duties hereunder and fails to remedy such default within thirty (30) days after receiving written notice from API, or if the Customer is in material breach of the confidentiality provisions contained in this Agreement, or if the Customer ceases to do business or a receiver is appointed for the Customer, or some other act of bankruptcy occurs, then in addition to and without detracting from any other remedy which API may have, API may forthwith give notice of cancellation of the GRANT OF LICENSE granted herein, whereupon the Customer's right to use the software product(s) and the associated documentation shall cease. However;
   a) the Customer shall have a period of continued use of the software product(s) of up to thirty (30) days from notice of cancellation to allow the Customer to make alternative arrangements and
   b) API will provide the Customer their Data in machine readable format, fees to provide this service may apply; and upon termination,
   c) the Customer shall deliver the software product(s) together with the associated documentation to API and shall take all such steps as may be necessary to destroy copies of the software product(s) and any record of the same contained in any data retrieval systems under the control of the Customer. An officer of the Customer shall, at the end of this thirty (30) day period, warrant in writing to API that the provisions of this Clause have been satisfied.
   d) The exercise of rights under this Clause shall not prejudice any rights of either Party to damages or other equitable relief or remedies, subject to the limitations contained in this Agreement. Termination shall not relieve the Customer of the obligation to pay any fees that are part of this agreement and are otherwise owed by the Customer.
   e) If the cancellation of service is due to Non-Appropriation the Customer will have the ability to use the software in a read-only mode during the period of Non-Appropriation.

11) AGREEMENT. The Customer agrees that they are contracting for services referenced on the Software and Service Schedule with API. This Agreement between and API sets forth the legal rights and obligations governing the API offer,

Initials: _____

provisioning, and delivery of Services to the Customer and the Customer's use of the Services. The Customer will promptly test the software service(s) provided by API using data provided by the Customer and inform API of any material errors. API will correct these. API will not warrant the software service(s) if the Customer proceeds to use the software service(s) in a live environment before API has corrected the errors found during acceptance testing.

12) CONTROLS. The Customer shall be exclusively responsible for the provision of adequate supervision, management and control of the use of the software service(s) including, but not limited to:
    a) the provision of adequate and appropriate machine configuration, software product(s), installation, audit controls and operating procedure including check points and restarts; and,
    b) the generation of the test data needed for the acceptance test.

13) NO REVERSE ENGINEERING. The Customer agrees not to reverse engineer, disassemble or decompile any of the software product(s) delivered in object code and further agrees not to cause or permit reverse engineering, disassembly or decompilation of any such software product(s) by an employee or agent of the Customer. This covenant shall survive termination of this Agreement and the license(s) granted hereunder.

14) SOFTWARE PRODUCT SUPPORT (SPS). Upon the date of delivery of the software product(s), API warrants that it will provide the support described below for API's standard software product(s).
    a) API will use its best endeavors to start and continue remedial work on errors which seriously affect operation of the software product(s).
    b) API will provide program fixes or upgrades to the standard software product(s) plus instruction on how to apply the program fixes or updates to the standard software product(s). Updates shall mean subsequent releases, which are generally made available to all API licenses at no additional charge but shall not include any release of future product that API decides to license separately. Work performed by API at the request of the Customer to apply program fixes or updates to either standard or customized software product(s) is not an additional chargeable service.
    c) API will provide upgrades to documentation after the installation date that API deems necessary to maintain continued effective use of the software product(s) by the Customer.
    d) API will provide hotline support between the hours of 8:30am and 5:30pm EST on normal business days. Hotline support will consist of:
        i) telephone assistance with program errors.
        ii) API will provide on-site assistance where deemed necessary by API and the Customer (all expenses to be paid by Customer).

15) SOFTWARE PRODUCT SUPPORT CHARGES (SPSC). SPSC is the service fee for the use of of the" Licensee and is payable in advance on an annual basis unless otherwise specified herein. Failure to pay this fee causes a cancellation of "GRANT OF LICENSE" (see section 10). Upon payment of the SPSC, API will provide to the Customer the support services described in SOFTWARE PRODUCT SUPPORT (SPS) clause 14 a through d. At the end of the initial contract term, the current SPSC is subject to change at which time API shall have the right, upon three (3) months written notice to the Customer, to change the charges for any given twelve (12) month period.

16) STATEMENT OF WORK /WORK PRODUCT. Statement of Work is a document signed by Customer and API describing a specific set of activities and/or deliverables, which may include Work Product that API is to provide Customer, pursuant to the Contract. Work Product is any and all deliverables produced by API for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any,
    a) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works),
    b) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin,

    c) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, domain names,
    d) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing,
    e) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and
    f) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:
        i) by any API personnel or Customer personnel, or
        ii) any Customer personnel who then became personnel to API or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with API or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer. To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude API from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided no Intellectual Property Rights of Customer are infringed by such competitive materials. To the extent that API wishes to use or acquire licensed rights in certain Intellectual Property Rights of Customer in order to offer competitive goods or services to third parties, API and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

PROFESSIONAL SERVICE TERMS AND CONDITIONS

1) SCOPE. API will supply the Customer with professional services on an as required basis and at the current rates. These professional services will include, but are not limited to, product educating and training and consulting services.

2) PROGRESS. The Customer and API shall jointly prepare and agree on an implementation plan for each piece of custom work performed by API. Joint progress meetings shall be held regularly throughout the project to monitor progress against the implementation plan and to set objectives for the next period, to clear any outstanding problems and to review and amend target dates for both API's and the Customer's need as required by changing circumstances. These meetings will normally be at mutually convenient dates. The work content of this Agreement may be extended or reduced as agreed jointly, in writing, by API and the Customer. The Customer shall notify API in writing of requested changes to the work content. API will respond with a service estimate that the Customer will countersign indicating its acceptance. The billing and collection of service fees will occur according to the terms indicated in the agreed upon Statement of Work (attached to the contract) Every non API delay to the agreed upon implementation schedule will result in a cancellation fee of 5% of the professional service fees. Customer cancellation of scheduled services will result in the reimbursement to API of any nonrefundable travel expenses incurred by API. If Customer delays the project unreasonably Customer must pay all outstanding professional service fees.

3) TRAINING. The Customer agrees to release personnel for API training courses as reasonably required by API to ensure the success of the implementation of the software service(s). The courses may be held at the Customer's or at API's premises at the request of the Customer. The charge for these courses shall be as set forth in the Software and Service Schedule.

4) HARDWARE AND SERVICE REQUIREMENTS. Customer is solely responsible for acquiring, servicing, maintaining, and updating all Equipment, computers, software and communications services (such as long distance phone charges) not owned or operated by or on behalf of API, that allow Customer to access and use the Software and Services, and for all expenses relating thereto (plus any applicable taxes). Customer agrees to access and use the Software and Services in accordance with any and all operating instructions or procedures that may be issued by API, and amended by API from time to time. API and the API Parties do not make any commitments with respect to use or performance of the Software and Services.

Initials: _____

SERVICE LEVEL AGREEMENT

1) **SCOPE.** This Service Level Agreement ("Agreement") sets forth the details regarding the level of service and technical support for API solutions (the "Application") that apply when your account is in good financial standing.

2) **DATA.** API shall store and otherwise maintain Data, reports and numeric results, and API shall follow the same archival procedures for Customer's Data, reports and numeric results as API employs for its own data, as modified from time to time at API's discretion. In the event of any loss or damage to Customer's hosted Data, reports or numeric results, Customer's sole and exclusive remedy shall be for API to use commercially reasonable efforts to replace or restore the lost or damaged Data from the latest backup of such Data, reports or numeric results which API has maintained in accordance with its standard archival procedures.

3) **DOWNTIME.** For purposes of this Agreement, a Unit of Downtime is one period of at least one (1) hour during which the Application is unavailable because of problems with or the unscheduled maintenance of our hardware or system software. In any calendar month, we guarantee that Downtime will not exceed two (2) Units of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed on occasion with prior notification. Downtime does not include:

   a) problems caused by factors outside of our reasonable control including force majeure,

   b) problems resulting from any actions or inactions by you or any third party,

   c) problems resulting from your equipment and/or third party equipment not within our sole control, or

   d) network unavailability during scheduled maintenance of our network and/or servers.

   e) problems caused by Custom application coding error

   f) problems caused by Software configuration changes not made or approved by Peak 10

   g) problems caused by hardware configuration changes not made or approved by Peak 10

   h) Regular scheduled or emergency system maintenance

   i) Failure of any components or services not managed by API or Peak 10, including but not limited to hardware, network access, and third party vendor support.

4) **REDUNDANCY.** Our servers connect to the Internet through redundant high-speed connections on diverse backbones, ensuring data delivery to the end user in a quick and efficient manner. We work to ensure the functioning of all network infrastructures through continuous monitoring by our staff.

5) **CREDIT.** If Downtime exceeds two (2) Units of Downtime in any calendar month, we will, upon your written request, credit your account (a "Downtime Credit") in an amount equal to the pro-rata price for one (1) unit of service, for each Unit of Downtime as that term is defined herein. To receive Downtime Credit, you must request such credit by sending an email to info@apimg.com within seven (7) days after the occurrence of Downtime. Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in your final month of service. In such case, a refund for the dollar value of the Downtime Credit will be mailed to you within thirty (30) days of the expiration of your service agreement.

6) **CO-LOCATION SERVICES SERVICE LEVEL.** Power will be available to Customer computer infrastructure 100% of the time if dual power circuits are installed and utilized by Customer in a redundant manner. (Peak 10 is not responsible for outages associated with overloaded power strips or circuits). Daily data center temperature at designated cold aisles will meet or exceed the recommended limits set by ASHRAE TC9.9 for a class 1 data center (64.4°F to 80.6°F) at the designated cold aisle. Peak 10 does not guarantee temperatures within Customer cabinet(s). Daily data center humidity at designated cold aisles will meet or exceed the recommended limits set by ASHRAE TC9.9 for a class 1 data center (41.9° F dew point to 49° F dew point) at the designated cold aisle. Peak 10 does not guarantee humidity within Customer cabinet(s).

7) **INTERNET ACCESS AND VIRTUAL PRIVATE LINE SERVICES SERVICE LEVEL.** Network availability when subscribed to a single network connection ≥ 99.9% Network availability when subscribed to redundant network connections ≥ 99.99%. Packet loss between Peak 10 data centers < 1% Latency between Peak 10 data centers < 80 ms

8) **CLOUD SERVICES SERVICE LEVEL.** Enterprise Cloud – Basic Server availability ≥ 99%. Enterprise Cloud – Standard Server availability ≥ 99.99%. Enterprise Cloud – Advanced Server availability ≥ 99.99%.. Shared firewall availability ≥ 99.99%.. Virtual Private Data Center – Production Resource Pool availability ≥ 99.99%. Virtual Private Data Center – Production Resource Pool CPU availability < 1 GHz per subscribed 8GB of RAM. Storage availability when subscribed to a single connection ≥ 99.99%. Storage availability when subscribed to redundant connections ≥ 99.99%. DR Management – Recovery Point Objective when subscribed to Peak 10 managed cloud services as the source and target and when subscribing to sufficient bandwidth ≥ 30 minutes. DR Management – Beginning the recovery process, the Recovery Time Objective, when subscribed to Peak 10 managed cloud services as the DR target ≤ 60 minutes. SQL as a Service – ≥ 99.99%.

9) **PATCH MANAGEMENT AND ANTI-VIRUS MANAGEMENT SERVICES SERVICE LEVEL.** Management platform availability ≥ 99.5%. Customer requested patches applied within one business day.

10) **SERVER AND NETWORK DEVICE MONITORING AND MANAGEMENT SERVICES SERVICE LEVEL** Monitoring platform availability ≥ 99.5%. Ticket created within 15 minutes of service fault. Network device configuration files backed up upon configuration modification . Network device configuration restores occur within 4 hours of request. Network device configuration changes occur within 48 business hours of request.

11) **DATA PROTECTION SERVICES SERVICE LEVEL** Backups initiated within 4 hours of agreed upon schedule. Restores initiated within 30 minutes of receiving the request. Restores of off-site data initiated within 30 minutes of receipt of tape or media.

12) **OFFSITE TAPE STORAGE SERVICES SERVICE LEVEL.** 2 hour return request - Media delivered to Peak 10 within 2 hours of receiving authorized request including acceptance of additional fees. 24 hour return request - Media delivered to Peak 10 within 24 hours of receiving authorized request including acceptance of additional fees.

13) **PROTECTPOINT MANAGED SECURITY SERVICES SERVICE LEVEL** Customer requests are responded to within 30 minutes. Monitoring center will be available 99.99% of the time during any given month. IDS signatures and firewall software will be updated daily. Security incidents are addressed within 10 minutes of detection.

14) **BACKUP.** Each subscription includes one full backup per week and one incremental backup for the next 6 days. The customer schedules the start times for backup. Data is retained on local disk for 14 days. Customer is responsible for maintaining the selection of files, folders and application data to be protected & for periodically testing restorations.

Initials: _____

API Solutions:

- **Centralized Software Environment**
- **Business Process Automation**
- **OptiWorkFlow Form Design & Administrator Training**
- **OptiSpool Unlimited Overlay Tool**
- **OptiView Migration: AS/400 to Windows Platform**

Initials: _____

Centralized Software Environment

Applications

Currently the application environment at Broward Schools is dispersed over multiple domains and on different servers. It is Browards intention to have all these applications unified for the purpose of ease of management and performance effectiveness. This will require API to combine databases from multiple workflow systems into one database. API will also need to combine multiple OptiView systems into a single server and centralized storage. To complete these task API and Broward Schools will require to conduct proper planning so as not to disrupt operations for a an extended period of time. To minimized down time API will schedule the migration to a centralize environment in phases starting with the workflow application then OptiView servers for the construction and facility then the OptiView systems of the adult education department. The last system to migrate will be the Student Records department. Once these migrations are complete the training for these systems will occur.

Administrative training: OptiView-OptiSpool Designer

Administrator Training Outline

API's Professional services team will work with Broward County Schools administrators on the training of API solutions in a centralized software environment. The training will consist of technical hardware management, system configuration and installation, system security and capacity planning, user definitions and application configuration. This quote also includes the licensing for the OptiSpool Overlay designer, which will allow the district to eliminate the need to print on preprinted forms.

Training Proposal

During 1 day of combined hands on and classroom training, administrators are shown how to load and maintain the software, set up user security profiles, provide tab and category classification for storing and retrieving documents, set up new users, and how to image enable other applications.

End users typically require two to four hours of training. Formal training will be scheduled to take place onsite after the initial installation has been successfully tested and "power users" have become familiar with the basics of OptiView ECM. The prerequisites and training environment are covered below. The training is done in a hands-on workshop where the trainees will do live exercises with their own applications and OptiView ECM.

Train the Trainer Methodology

API puts administrators through a five step train the trainer process:

   i.   Observe installation and setup.
  ii.   Participate in training as a student.
 iii.   Demonstrate competence with software and practices during an implementation.
 iv.   Observe training and use of materials in support of an implementation.
  v.   Deliver training under observation as part of an implementation.

Administrator Training Outline Prerequisites

The training will cover multiple programs that run on the Windows platform. Administrators should be familiar with the Windows operating and familiar with MS SQQL. Passwords and user ID's with proper authority to load PC software and share files and printers are required, along with access to the network.

Initials: _____

Goals

The Administrators will be taught how to load and maintain the software, set up and change user access, and levels of security for different types of users. They will also learn the critical items to backup and restore. We will cover the special conditions of Broward Schools and how the different systems interoperate with each other. We will also instruct on how OptiSpool can feed OptiView and how to configure OptiSpool Overlays and have these items bridged to OptiView.

Administrator Training Outline – OptiView®

OptiView ECM Administrator Content Outline
1.   Introduction to Imaging - The goal of this section is to show OptiView ECM's capabilities and how it integrates with the customer's application.
Goals of the Imaging Project
Understanding of the Application
Overview of the OptiView ECM Methodology

2. Storage and Retrieval Concepts - This section covers the basic concepts of how documents are stored and retrieved by key fields (Indexes) and organized in electronic folders by Tabs and Categories. An understanding of this information is critical for the Administrative setup function.
3.   OptiView ECM on SQL - This section provides an understanding of the server side of OptiView ECM, which deals with most of the Administrative functions such as integrating with applications, defining users and user security, and setting up the way documents are stored and retrieved. The Administrative personnel will need to have a complete understanding of this section to be able to perform the Administrative functions.
Installation procedures on SQL.
Libraries. General familiarity with the OptiView ECM Library system.
How to enroll Users.
Establishing User Security
Defining the Application to OptiView ECM.

4.   OptiView ECM Client - It is important for the Administrator to be able to install the Client component of the system and to understand the user environment of OptiView ECM. This section will teach the Administrator the basic functions of the system from scanning input to retrieving, viewing, and disseminating documents.
Installation of OptiView ECM on the PC
Editing of OptiConfig
OptiView ECM Scanning: Types of Scanning: Single Pages, Batches, Mass Production
OptiView ECM Retrieval: Applications, Tabs, Categories, Multi Page Documents
Annotations
Importing Documents: WORD, EXCEL, and other PC Documents
Exporting

5.   Background Upload Program. The goal of this section is to understand the background saving function that allows batches of images to be stored while the user is doing other things.

6.   Scanning with OptiView ECM Inbox Scanning. This section deals with the reasons for, and the techniques of creating OptiView ECM Inboxes and scanning documents into them.
Selecting an Inbox Path.
Creating Inboxes.
Multiple Inboxes.

Initials: _____

Scanning to an Inbox.

7.   Imaging with Inbox Viewer. This section concerns viewing the documents that have been placed in OptiView ECM Inboxes and archiving these documents.
Selecting an Inbox Path.
Opening an Inbox Box.
Making an Archive Selection
Sequencing pages.
Transfer to another Inbox Box
Deleting pages.

8.   The Document Maintenance Utility. The Administrator needs to have a good understanding of how to move documents that are stored in the wrong place.
Documentation Maintenance Utility
 API provides user manuals or sections of manuals in Word format on CD or via FTP for all system elements. We also provide an initial version of the documentation in binder format. The current library includes:
OptiView ECM – Getting Started
OptiView ECM – Archive
OptiView ECM – Web Client
OptiView ECM – Server
Supplements – OptiConnect, Proxy

Administrator Training Outline – OptiSpool® Designer

Administrators should be familiar with the Windows OS. Proper permissions to access the Windows Server is required. A PC is also required where OptiSpool client will be installed.

Goals
These Administrators will be taught how to use the OptiSpool Overlay tool to create unlimited number of overlays for the districts spool files.
OptiSpool Outline
1.   Introduction to Overlay Designer - The goal of this section is to show the designer capabilities and how it can be utilized within a client's environment.
2.   Overlay capture- This section provides an understanding of the several methods of creating an overlay and importing it to OptiSpool.
3.   Mapping Spool files to Overlay- This covers the many functions of the designer including font selection, conditional changes and how to use best practices to create the output desired.

Centralized Software Environment:
Total Project Duration   5 -days
Cost..$10,500.00

Initials: _____

Business Process Automation
OptiWorkFlow Expansion Project:

Business Process Management – OptiWorkFlow®

OptiWorkFlow is a Web-based solution for automating business processes. Review/approval documents are managed electronically instead of manually, giving employees the ability to access the system from anywhere. Complex workflows involving various levels of approvals, as well as conditions, loops and simultaneous routing can be easily assembled without programming with OptiWorkFlow's robust graphical studio. As electronic documents move through these workflows, OptiWorkFlow monitors their status and related approvals, and sends notifications when deadlines are not met. Integration with OptiView® ECM provides additional functionality, including document storage and archiving.

Expansion Project:

It is our recommendation to begin the expansion project with a block of 25 licenses. We will provide an audit every six (6) months to provide a budgetary quote to add additional users for next year. Our report will identify for your forecasting needs the average number of users over a 6 month period.

Cost for 25 user add on license pack...$18,875.00 per pack
Maintenance...$ 3,775.00 annually

OptiWorkFlow Form Design & Administrator Training
Professional Services

The purpose of this training is to provide a comprehensive training class on the OptiWorkflow system. It will cover all aspects of creating forms and designing workflows.

Administrator Training Outline – OptiWorkFlow®

Prerequisites

Administrators should be familiar with the Windows Server OS and MS SQL Server. Proper permissions to access the Windows Server is required. A PC or PCs are also required where OptiWorkFlow Form Designer, Process Studio, and Management Console will be installed.

Goals

These Administrators will be taught how to use the OptiWorkFlow Management Console to set up and change user access, assign roles for different types of users and manage active and completed processes. Administrators will also be able to design an electronic form and a workflow process. Depending on output needs, administrators will learn how to configure exports so that process data is output to the required formats.

OptiWorkFlow Administrator Content Outline

1.   Introduction to OptiWorkFlow - The goal of this section is to show OptiWorkFlow capabilities and how it utilized within a client's environment.

Initials: _____

Goals of OptiWorkFlow
Understanding of the Application
Overview of the OptiWorkFlow Methodology

2.   OptiWorkFlow and SQL - This section provides an understanding of the server side of OptiWorkFlow, which deals with most of the Administrative functions such as user and process management, and web server management. The Administrative personnel will need to have a complete understanding of this section to be able to perform the Administrative functions.
Installation procedures of Form Designer, Management Console and Process Studio
General familiarity with OptiWorkFlow Server.
How to Manage Server Settings, Users, and Processes.
How to integrate Forms to SQL tables for lookups

3.   OptiWorkFlow Web Desktop- It is important for the Administrator to understand the end user environment of OptiWorkFlow. This section will teach the Administrator the basic functions of the Web Desktop and how to use the published forms and processes.

4.   Using OptiView ECM to initiate workflow processes-This section deals with the reasons for, and the techniques of initiating a process from OptiView ECM Inboxes and scanning documents into them.
Selecting an Inbox Path.
Scanning to an Inbox.
Initiating a workflow process

5.   Working with OptiWorkFlow Output-This section deals with the type of output that can be achieved with OptiWorkFlow. Administrators will learn how to export completed processes to OptiView ECM as well as how to perform additional Form Exports to extract process data to be used in other applications.

Total Project Duration   5- Days
Cost...$7,500.00

OptiSpool Unlimited Overlay Tool

Allows users to create unlimited graphic spool file overlays for forms, billing & statements. (i.e. Transcripts, finance reports, and much more)
Cost
Unlimited Overlay Tool... $3,775.00
Professional Services... $1,500.00
Annual Maintenance.. $ 755.00

OptiView Migration: AS/400 to Windows Platform

Statement of Work
Professional services agreement

Initials: _____

The Broward County School District is interested in moving the OptiView AS400 system to a Windows based OptiView system.

This process includes converting all database information on the AS400 as well as the current licenses. API will install OptiView Server/Administration on a windows based server and migrate the DB2 database over to a SQL database on a windows server. This includes all Applications, Tabs, Categories, stored documents, Classes and Users. API will provide training on the Windows version of the software and assist with creating one application to verifying that everything is working appropriately and that all images are being found either through index searches or text search.

The District's IT staff will need to send out an email to all users informing them that the system will be shut down during the days of the actual live conversion.

The following process will be utilized: This is the full conversion:

OptiView:

The first step is to verify that the AS400 OptiView is on the newest release – if not, it must be upgraded.

A date for the conversion will be agreed upon.

A conference call will be put together as a kickoff to make sure everyone is on the same page and understands the process.

The conversion will take approximately 15 to 20 business days – mentioned here

API will work with Broward to create testing scripts that will be used to verify data conversion is correct after conversion is completed. Prior conversion tests will be done on current system – verifying data(Day 1)

Libraries will be copied from the AS400 OptiView system(Day 2).

CD/DVD/External Hard drive will be burned by the District's IT staff and API will pick up this hard drive to remove a wasted day caused by the mail(Day 2).

API Developers will proceed with testing the conversion in house(Days 3-10 depending on size of libraries)

Once testing is completed steps 6, 7, and 8 will be repeated. The OptiView System will be down while the repeated steps are done. Typically, we bring down on a Thursday afternoon. Work on conversion over the weekend and provide the SQL database for installation on the following Monday (Days 11-13). OptiView only has to be down from this Thursday to Monday period.

During these down days API Support can install the Windows based software on a provided server

After the conversion is complete the libraries/database are transferred back to District (Day 14).

The same test is run from Day 1 above to verify data is correct. (Day 15)

API Support will upload the media for the Windows based system to the FTP site for download prior to scheduled installation date. API Support will remotely install Windows based system on server provided by the district.

The District's IT department will need to run a sample test on AS400 OptiView system and will need to repeat this test on the new MS SQL OptiView system. This is required to verify everything has been converted properly. API Support will assist in the creation and running of these tests. API Support is planning on being onsite during these verification tests.

At that point, if the verification looks good, the system will be ready for production.

Once this is completed, an API representative will provide Administration training on the Windows based OptiView System.

Initials: _____

At this point everything moving forward will be run through the windows based system. Because the OptiView client is the same for both Windows and AS400 the end users should not notice a difference.

Users can now use the Windows based OptiView system.

Assumptions

Customer must:

Designate and make available a technical point of contact throughout the project.

Provide Window Server environment for installation of OptiView.

Provide MS SQL 2008 database and SQL SA password for migration of database tables.

Verify that all backups have been run prior to the conversion

Make arrangements to grant remote access of their systems for verification and testing.

Change management process

Once the project begins, customer-driven changes to the requirements and/or specs will be evaluated separately for effort required, cost and impact to the original project schedule, before accepting and implementing the changes. Once reviewed, a written change order will be required to be signed by both parties before any changes can occur.

Engagement related expenses

It is our assessment that some travel may be required to the customer's site to complete this project. API's work effort may be split onsite as required by the client and remotely through standard networking protocols. Any travel related expenses or additional costs of doing business will be billed at actual cost.

Project Steps

Item description	Delivery schedule (Business days)	Cost
Upgrade and Install OptiView Server to v 8.3 on Windows Server Copy and Migrate Application configurations from iSeries to Windows OptiView Server Migrate DB2 Database to SQL Server database	~ 20 days	$22,500.00
OV Windows Admin Training	~Includes 1 day training	
Total Project Total		$22,500.00
Phase	Completion date	Payments due
Upon start of project	TBD	$10,000.00
Upon completion of project	TBD	$12,500.00

Initials: _____

Project Summary

Phase	Cost	Professional Services	Annual Maintenance
Centralized Software Environment (5 days)		$10,500.00	
Business Process Automation (25-User add on pack)	$18,875.00		$ 3,775.00
OptiWorkFlow Form Design & Administrator Training (5 days)		$ 7,500.00	
OptiSpool Unlimited Overlay Tool	$ 3,775.00	$ 1,500.00	$ 755.00
OptiView Migration: AS/400 to Windows Platform		$22,500.00	
Total Investment	*$22,650.00*	*$42,000.00*	*$ 4,530.00*

Initials: _____

Attachment B

Addendum to Master Agreement

Hosting Project Overview & Pricing v2

Issue

Broward County Schools has been a customer of API's since October of 2003. They are considering moving away from their current OptiView/OptiWorkFlow Premise based systems to a hosted one.

Broward County Schools current Image repository is approximately 625 Gigs.

The users would notice no significant difference in OptiView after moving from the premise based environment to a hosted one. All integrations will continue to work just as they are today.

Solution

API will provide a Hosted based solution that will replace their current infrastructure. The hosted environment is configured to provide the district flexibility.

Benefits of a Fully Hosted environment:

- Instant and continuous access to the latest technology you need to run your business - without the risks, costs and administrative responsibilities associated with developing and maintaining the required IT infrastructure.
- Improved ability to focus resources on core business issues, rather than IT concerns.
- Faster implementation of new applications and technologies - with reduced risk to your existing systems environment and bottom line.
- Ability to scale and deploy rapidly to meet growing business needs.
- Access to applications without the burden of maintaining a distributed computing environment.
- Eliminate the purchase, installation, upgrading, and maintenance of software and hardware.

Assumptions

API has included in this proposal all the professional services required to move the districts existing configurations to the hosted environment. In addition, this solution requires a network connection from the district network to the API hosted network. The cost for this connection configuration is also included in the professional services. The district must designate and make available a technical point of contact throughout the project. The district must make arrangements to grant remote access of their systems for verification and testing.

Change Management Process

After the project begins, customer-driven changes to the requirements and/or specs, including any changes to the forms, are evaluated separately for effort required, as well as cost and impact to the original project schedule, before accepting and implementing the changes. Once reviewed, a written change order is required to be signed by both parties before any changes can occur. Additions to the original scope are charged on a time & materials basis.

Customer Acceptance Period

For each Deliverable under this Agreement, the project shall be considered complete on delivery or installation. Customer shall have 15 days after delivery to communicate to API any deviations in functionality from that defined in this SOW. During this period API will make reasonable efforts to

Initials: _____

resolve any omissions or bugs.   Any further request for modification is considered as a billable customer change order.

Project Duration

On customer signature of this agreement, API will determine the anticipated start and completion dates of the project based on current commitments and resource availability. It is anticipated that this project will be completed and delivered within two months of project start however, this is determined by the availability of resources at the time of signage.

Project Deliverables

Item description	Cost
Windows Complete Hosted Environment	$6,500/Month

Payment Terms: Fully Hosted option

Phase	Terms	Amount Due
Upon Start of Project	1st and Last Month	$13,000
Contract Period	3Yrs	
Monthly Hosting Fee	36 Months	$6,500
Professional Services (Setup)	1-Time Charges	$5,000

Initials: _____

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