

NF
Clerks
Larry
Weckerle

FILED
NO. 2000.023

APPROVED 2/17/2000 COMMISSIONERS MEETING

'00 FEB 22 A8 53
Billing Information

BARBARA REED
CLERK
[Signature]
DEPUTY

Contact Name	Larry Weckerle
Customer Name	DOUGLAS COUNTY
Address	PO Box 218
City, State, Zip	Minden, NV 89423
P.O. Number	
License Effective	
Acct. Number	
Contact Phone	775-782-9008
Contact Fax	775-782-9016

Shipping Information

Contact Name	Same as Above
Customer Name	Same as Above
Address	1616 Eighth Street
City, State, Zip	Minden, Nv 89423
Terms	40% with Purchase Order, 40% on Delivery, 20% on Acceptance

Purchase Information

System Information

Qty	Part Number	Description	Total Cost
10	RPI	One-Step for Windows Application (10 Users)	50,000.00
1	SWLSA	Annual Software License	7,500.00
10		MAG Stripe readers w/keyboard wedge	1,750.00
9	TMU375	Epson journal receipt printers	7,200.00
		See proposal for fiscal year 7/2000 to 6/2001 And fiscal year 7/2001 to 6/2002 additional license Pricing.	
		Customization/Configuration/Project Management	39,125.00
		Pre-Installation Planning	1,650.00
		On-Site Training/Installation at Main Location	4,125.00
		On-Site & Miscellaneous Expenses	TBD
		Delivery(Hardware)	275.00

Total System Cost \$111,625.00

[Signature]
CORE Representative Signature
Joe B... National Sales Manager
Printed Name, Title

[Signature]
Customer Representative Signature
Barbara J Reed, Clerk-Treasurer
Printed Name, Title

[Signature]
Customer Representative Signature
Jacques Etchegoyhen, Chairman Board of Commissioners
Printed Name, Title

1/21/00
Date

1-14-2000
Date

2-17-00
Date

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**CORE Business Technologies
Software License Agreement**

1. *This agreement is subject to acceptance by an officer of CORE Business Technologies.*
2. *For the purpose of this agreement, all references to CORE Business Technologies or CORE or any form thereof shall be construed to mean Wonderware Incorporated d/b/a CORE Business Technologies, a duly-organized Rhode Island corporation.*
3. *CORE will coordinate the delivery and installation of the software listed on the face of this agreement. The buyer is responsible for all delivery and installation charges. Delivery charges listed on the face of this agreement are for standard ground transportation unless specified otherwise.*
4. *CORE reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid when due, without regard to subsequent deliveries. Delays in delivery of any installment shall not relieve the buyer of the obligation to accept remaining installment.*
5. *This agreement may be terminated by CORE without notice in the event of the default of the buyer under any of the following terms and conditions:*
 - a. *The buyer's failure to pay, when same shall be due and payable, the installment, as contained herein, within thirty (30) days of when same is due and payable;*
 - b. *Assignment of this agreement without prior written consent of the purchaser;*
 - c. *Assignment of the business of the buyer for the benefit of creditors or upon filing of a petition into receivership, petition of bankruptcy (voluntary or involuntary) which has not been discharged within thirty (30) days;*
 - d. *Assignment without the prior written consent of CORE Business Technologies of the equipment covered under this agreement;*
6. *CORE shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond CORE's control, including, without limitation, strikes, lockouts, fires, embargoes, war - or other outbreaks of hostility, inability to obtain materials or shipping space, machinery breakdown, delays of carriers or suppliers, governmental acts and regulations, other causes beyond CORE's control.*
7. *The customer acknowledges that the standard software listed does not include custom modifications, such as software for the customer's host systems, check digit routines, interest computations, OCR edits, etc. These specifications are chargeable and have been delineated in a separate line item.*
8. *The buyer agrees to insure against loss, theft, damage, or any other natural or unnatural acts, no matter how occasioned all software and/or other goods which are subject matter of this agreement. In that regard, in the event this agreement contains an installment sale or credit terms, the buyer shall deliver to CORE prior to delivery of any goods, satisfactory evidence of insurance and/or other surety required hereunder.*
9. *This order shall not be canceled by the buyer for delays in delivery or other causes until ten (10) days after written notice of such intention has actually been received by CORE and the buyer shall be obligated to accept any portion of the goods shipped or delivered by, during such period. Said written notice shall be rendered to CORE, Certified Mail, Return Receipt Requested.*
10. *All claims for goods or delay in delivery shall be deemed waived unless made in writing and delivered to CORE within ten (10) days after receipt of goods by the buyer. This limitation of remedy and damages is pursuant to and consistent with the Uniform Commercial Code, Section 2-718 and 2-719, as found in the General Laws of the State of Rhode Island, Title 6A.*
11. *It is specifically understood and agreed between the parties that all right, title, and interest of any and all goods which are delivered to the buyer under this agreement shall remain in the name of CORE and shall not pass, transfer, or otherwise inure to the benefit of the buyer until CORE has received in hand good and sufficient consideration and is otherwise paid in full under the terms of this agreement. In the event the buyer fails to make timely payment under any credit or installment terms of this agreement, same shall constitute a default under the fifth paragraph hereof and CORE shall have the right to enter upon the premises of the buyer or any location under the buyer's control where the goods and equipment are so kept to repossess and otherwise obtain possession of said goods.*
12. *It is agreed between the parties that in the event any of the conditions of default mentioned herein occur, the buyer shall pay CORE costs and expenses of collection, repossession and delivery of goods, and cost of litigation, including, but not limited to, the maximum attorney's fee permitted by law.*
13. *Each software program is warranted by the original manufacturer to conform to the specifications as defined in the applicable Software Reference manual provided by the original manufacturer for that release version. In the event the program fails to conform to the applicable specifications, and the buyer has advised CORE of such failure in writing during the term of the warranty, CORE will, at its option, either correct or replace the program at no additional charge.*
14. *The warranty is applicable to each unaltered release of the software program commencing on the date of delivery of the software to the buyer and terminating ninety (90) days thereafter or upon termination of this license agreement, whichever is earlier.*
15. *No representation or other affirmation of fact, including, but not limited to statements regarding capacity, suitability for use, or performance of the equipment shall be deemed to be a warranty by CORE for any purpose, nor give rise to any liability or obligation of CORE whatsoever.*

16. *Except as specifically provided in this agreement, there are no other warranties, express or implied, including, but not limited to any implied warranties of merchantability or fitness for a particular purpose. In no event shall CORE be liable to the buyer for loss or profit, indirect, special, or consequential damages arising out of any breach of this agreement or of obligations under this agreement or the license granted or for any claim made against the buyer by any other party, even if CORE has been advised of the possibility such a claim. CORE shall not be liable for any damages caused by delay in delivery, installation, or furnishing of the software or other program products or services under this agreement. This limitation of remedy and damages is pursuant to and consistent with the Uniform Commercial Code Section 2-718 and Section 2-719, as defined and found in the General Laws of the State of Rhode Island, Title 6A.*
17. *In the event the buyer makes use of any software programming in connection with the equipment supplied by CORE which is not provided by or approved in writing by CORE, the buyer acknowledges that CORE has made no representation or warranties with respect to any product not supplied by CORE concerning its performance on the equipment or service supplied by CORE. CORE shall incur no liability to the buyer arising out of the use of such software or devices or the furnishing of such services. The buyer acknowledges that no software is being furnished to the buyer by CORE except pursuant to this agreement or separate license agreements between the buyer and CORE.*
18. *Upon payment of the annual license fee and acceptance of said annual license fee by CORE, the buyer shall be entitled to:*
- a. *Reasonable phone support in the form of counsel and advice on the use of the software or designated buyer personnel;*
 - b. *Corrections for problems diagnosed as defects in the software program when provided by the original manufacturer;*
 - c. *Solutions or "workarounds" to problems relating to the software program as such solutions become known to CORE;*
 - d. *All updates, enhancements, and refinements to the current version of the licensed software which the original manufacturer normally supplies in the course of product development;*
 - e. *Any changes or updates to the current documentation as a result of program maintenance. In the event the documentation is completely revised or a new edition is published, such new editions or complete revisions will be provided as part of the current software product in filling any new orders after the date of publication, and otherwise may be purchased separately for the then-current price.*
19. *If at any time the Buyer shall not timely pay the annual license fee, the Buyer is hereby put on notice that failure to pay the license fee shall terminate the Buyer's right and entitlement to utilize software provided by CORE and that therefore, so as to protect CORE's rights with respect to said software, the software includes a component which will cause it to no longer function if the annual license fee is not paid within thirty (30) days of the due date. Please be advised that although the program will cease to function, Buyer will of course be able to retrieve its data from said program. Failure to pay said annual license fee will also result in Buyer not being entitled to any of the other benefits of this Software License Agreement, until said annual license fee is paid.*
20. *The buyer shall not print or copy in any form, in whole or in part, any software provided by CORE except for its own use. Any copies of the software made by the buyer in any form as may be permitted hereunder shall be the sole and exclusive property of CORE and shall become subject to all terms and conditions of this agreement. All copies of programs permitted hereunder shall remain in the possession, custody, and control of the buyer at the buyer's location. CORE will provide training in the use of the software for the number of days and at the rate specified on the face of this agreement. All reasonable travel expenses, including transportation and lodging for training instructors shall be paid by the buyer.*
21. *Where applicable, CORE grants the buyer a non-exclusive license to use the specified number of copies of each program listed on the face of the agreement. Each licensed copy of a program may be used with a single central processing unit of the buyer's designation. The license, if any, may be granted on behalf of, or in conjunction with the license granted by the original manufacturer of the product.*
22. *CORE, or its supplier, shall retain title and all rights to all programs, documentation, and promotional material related to the software. No buyer may market, lease, sell, transfer, assign, or grant any interest in the license or programs to any third party. CORE may cancel, at its sole discretion, any license for violation of the terms of the license or this agreement. In addition, CORE may seek any legal or equitable remedy available against the buyer for any violation of the terms of this license.*
23. *The buyer acknowledges the valuable and confidential nature of software and that trade secrets are embodied in the programs, and shall use its best efforts to maintain the confidentiality thereof. Pursuant to its obligations of confidence hereunder, the buyer shall not disclose, provide, or otherwise make available to third parties, for any purpose, any software provided from CORE in any form with the prior written consent of CORE. The foregoing restrictions on disclosure shall survive termination of this agreement. CORE or its suppliers may adopt, from time to time, such mechanical or electronic methods deemed necessary to control the unauthorized use or distribution of software.*
24. *This agreement shall be effective from the date of its signing by a duly authorized officer of CORE. Each software license shall commence upon receipt and acceptance by the buyer of any software and shall remain in effect for each software product until either terminated by the buyer at expiration of the Annual Software License or canceled by CORE under the terms of this agreement. Upon acceptance the License Key will be provided for production use of the Software, an annual license key(s) will be issued upon payment on the annual software license fee there after subject to the terms of this agreement. Additional license fees will be prorated to provide a consistent annual license expiration date.*
25. *The buyer's acceptance of any software from CORE shall be conclusive evidence of buyer's agreement that the use of such software is governed by this agreement and/or the license agreement of the original manufacturer when applicable.*
26. *The Buyer agrees to provide Federal Tax ID# that certifies status as a governmental entity and in as such is tax exempt.*
27. *This contract shall be governed by and construed according to the laws of the Nevada.*
28. *This contract and the cost proposal with notes attached, constitutes the entire agreement between the parties and may not be modified or terminated except in writing and signed by an officer of CORE.*

29. *The term "this agreement" as used herein includes any future written amendments made in accordance hereunder.*
30. *The buyer acknowledges that he has read this agreement, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals oral or written and all other communication between the parties relating to the subject matter of this agreement, except as set out below, and the additional terms and conditions on the reverse side hereof are incorporated in and made part of this agreement. No change, alteration, or amendment of the terms or conditions of this agreement are authorized or effective unless they have been agreed to in writing by an officer of CORE. No course of dealing or other conduct or buyer shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.*
31. *The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the buyer in respect of CORE except any equipment lease agreement entered into between the parties.*

32.

Conditions for Release of Source Code. The Source Code may be released by the Supplier to the Customer upon the occurrence of any of the following events and compliance with all other terms of this agreement.

(i) Supplier makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they mature, has a trustee or receiver appointed to manage all or a substantial part of its assets, or commences or has commenced against it a proceeding under the United States Bankruptcy Code and such proceeding is acquiesced in or is not dismissed within sixty (60) days and Supplier has not made adequate provisions of the continued support of the Customer; or

(ii) Supplier ceases, for any reason, to do business and has not made adequate provisions for the continued support of the Customer; or Supplier ceases, for any reason, to provide the Maintenance and the Support Services it is obligated to render under the terms of the Software Licensing Agreement and has not made adequate provisions for the continued support of the Customer.

In the event Supplier disputes the release of the Source Code and related Documentation, representatives of Supplier and Customer shall meet no later than five (5) days after delivery of Supplier's notice to Customer objecting to such release and shall enter into good-faith negotiations to resolve the dispute in a satisfactory manner. If such persons are unable to resolve the dispute within five (5) days, either Supplier or Customer may seek binding arbitration.

Upon receipt by one party of written notice from other party calling for arbitration with respect to any dispute respecting release of the Source Code, the matter shall be conducted under the commercial rules then prevailing of the American Arbitration Association. The sole issue for arbitration shall be whether circumstances have occurred that permit release of the Source Code under the terms of the Agreement. The parties agree that the arbitrator(s) shall have computer-related experience and background. The decision of the arbitrator(s) shall be final and binding on Supplier and Customer and may be entered and enforced in any court of competent jurisdiction by either party. The prevailing party in the arbitration proceedings shall be awarded reasonable attorneys fees and all other costs and expenses incurred directly or indirectly in connection with the proceedings, (including fees and expenses of the Escrow Agent) unless the arbitrator(s) shall for good cause determine otherwise. If the arbitrator(s) shall so determine in favor of the Customer, the parties will be notified and the Supplier or Escrow Agent shall immediately deliver the Source Code and Documentation to Customer so long as all invoices due and owing by Customer to Supplier have been paid in full.

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Douglas County, Nevada
One-Step Payment Processing System
December 1, 1999

Application Software

10	RP	CORE One-Step for Windows 95/NT (1-5User)	\$5,000.00	\$50,000.00
	SW-LSA	Annual Software License Fee	15%	\$7,500.00
Total Application Software				\$57,500.00

Peripherals - Individual pricing includes setup and staging at CORE's office

9	TM-U375	Journal/Validation Printer	\$800.00	\$7,200.00
10	MAG	Magnetic Strip Reader with Keyboard Wedge	\$175.00	\$1,750.00
Total Peripherals				\$8,950.00

Training, Installation & Customization

1		Project Management & Spec Design	\$4,125.00	\$4,125.00
2		Days Pre-Install Planning and Custom Specification Document (\$960.00/day & cust. pays expenses.)	\$825.00	\$1,650.00
1		Customization - Design & Configuration	\$35,000.00	\$35,000.00
5		Days Training/Installation (\$825.00/day & cust. pays expenses.)	\$825.00	\$4,125.00
Total Training and Installation				\$44,900.00

Fiscal Year 7/2000 to 6/2001 additional license pricing

1	RP5	CORE One-Step for Windows 95/NT (1-5 Add. User)	\$25,000.00	\$25,000.00
1	RP1A	CORE One-Step for Windows (each users above 5)	\$4,500.00	\$4,500.00

Fiscal Year 7/2001 to 6/2002 additional license pricing

1	RP5	CORE One-Step for Windows 95/NT (1-5 Add. User)	\$27,500.00	\$27,500.00
1	RP1A	CORE One-Step for Windows (each users above 5)	\$4,950.00	\$4,950.00

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NOTES:

The enclosed proposal is in response to the product demonstration and discovery meeting for an Automated Cashier Payment System.

Customization to be done by Core includes: Custom Payment Screens-1 generic useable by all sites with specific table data
1 specific to the Treasurer
Credit Card Processing Capability/IC Verify to be provided by customer
Batch Update for Treasurer-Real & Personal Prop. Tax only
Mag stripe configuration
Configuration of Base Package & Database
Customer Information Table Interface
NWS General Ledger Accounts validation/File to be provided by customer

Additional Custom programming (tailoring) would be at additional expense. (\$150/hr)

CORE reserves the right to charge for anything outside the scope of the project

This quote assumes that the customer will provide the computing hardware, LAN and connection to the information systems on the Mainframe or in the client server environment.

Customer to supply local database for all workstations or CORE will Quote.

Customer to supply primary database on existing or new server.

Installation of operating system and database is the responsibility of the Customer. If needed CORE will quote for this service.

Remote Access is required for development and testing to database --
Exact method to be determined during 2 day Pre-Install/Planning session

It is assumed that the customer will take responsibility for the laying of cable and the physical connection to the mainframe or the Client/Server.

CORE's terms are 40% completion of pre-installation meeting, 40% on delivery of peripherals and base code and 20% on acceptance.

The customer is a Governmental entity and thereby exempt from sales and use tax.

The customer is responsible for all reasonable expenses incurred during pre-installation planning, installation & training and customization.

Reasonable expenses include Airfare, lodging, transportation and meals.

If you buy hardware from CORE your hardware warranty and maintenance agreement resides with the original equipment manufacturer. CORE strongly suggests that you contract for on-site maintenance of all hardware components.

If the customer delays the installation or there is a delay as a result of another system, there may be a charge to the customer at our then daily rate for the delay.

Pre-installation meeting 1/13/2000 - 1/14/2000
Base Code delivery date to be determined during pre-installation meeting.
Project completion date to be determined during the pre-installation meeting.

Accepted By Barbara J. Reed Accepted By Jacques Etcheberry
Print Name BARBARA J. REED Print Name JACQUES ETCHERRY
Title CLERK - TREASURER Title CHAIRMAN, BOARD OF COMMISSIONERS
Date 1/14/2000 Date 1/1

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REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 FEB 22 AM 11:47

LINDA SLATER
RECORDER

\$ 10 PAID R2 DEPUTY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: February 22, 2000
B. REED Clerk of the 19th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL

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