

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Frank Apicella/954-797-1063

SUBJECT: Resolution

AFFECTED DISTRICT: N/A

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SELECTRON TECHNOLOGIES, INC. AS A SINGLE SOURCE PROVIDER FOR INTERACTIVE VOICE RESPONSE SYSTEM TO INTERFACE HTE BUILDING PERMIT SOFTWARE.

REPORT IN BRIEF:

Interactive voice response (IVR) system allows building contractors to automatically call into the Town of Davie's computer system and schedule inspection and to check the status of inspections. The system also allows inspectors to call in their results of their inspections, without having to come back to the office. These services and equipment will replace existing IVR equipment that is 10 years old and no longer supported or maintainable. The initial cost of the software licensing agreement is \$ 39,400.00. Thereafter, there will be a yearly maintenance cost that is outline and schedule A of the attached contract.

PREVIOUS ACTIONS:

CONCURRENCES: Contract reviewed by the Town attorney's office.

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$ 39,400.00

Account name: Capital Outlay (052-0259-593-6400)

Additional Comments: none.

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s):

Quotation, Support and Maintenance Agreement, Statement of Work, Single source letter, Procurement Authorization.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SELECTRON TECHNOLOGIES, INC. AS A SINGLE SOURCE PROVIDER FOR INTERACTIVE VOICE RESPONSE SYSTEM TO INTERFACE WITH HTE BUILDING PERMIT SOFTWARE.

WHEREAS, the Town is currently using an existing Interactive Voice Response system; and

WHEREAS, this current Interactive Voice Response system is very old and cannot be maintained or repaired; and

WHEREAS, Selectron Technologies Inc. is a single source provider for Interactive Voice Response equipment and software that works with HTE building permit software; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the proposal made by Selectron Technologies Inc. for equipment, service, software and yearly maintenance and authorizes the Mayor to execute the contract with Selectron Technologies Inc., for providing equipment, service and software which is attached hereto and identified as Attachment A.

SECTION 2. The Town Council hereby authorizes this expenditure from the Technology and Information Management department Capital Outlay account..

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2005

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2005



June 10, 2005

Town of Davie
6591 SW 45th Street
Davie, FL 33314-3399

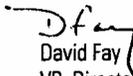
RE: Acquisition of Selectron Technologies, Inc. Interactive Voice Response (IVR) Solution

To Whom It May Concern,

This letter is to confirm that Selectron Technologies, Inc. is a sole source provider of Interactive Voice Response (IVR) solutions for community development and utility billing systems integrated with SunGard HTE host software. Selectron has a proven solution that has been installed in more than fifty SunGard HTE city and county sites across the United States.

The proposed solution includes support for version updates of the SunGard HTE software as defined in the support and maintenance agreement.

Best regards,


David Fay
VP, Director of Sales



VoicePermits™ Interactive Voice Response

\$34,900

Included Functionality:

- | | |
|---------------------------|------------------------|
| Schedule an Inspection | Speak Site Address |
| Cancel an Inspection | Permit Based Messaging |
| Obtain Inspection Results | VP Reporting Module |
| Post Inspection Results | |

Server (Minimum Specifications Summary):

- | | |
|---|---------------------------------|
| Intel® Xeon™ Processor 3GHz | Microsoft™ Windows® 2003 Server |
| 1 GB RAM | Microsoft SQL Server |
| Two (2) 80 GB hard drive (RAID 1 mirroring) | Remote Access Software |
| CD ROM, 56K Modem, Network Card | 4-Port Voice Card |

Additional Functionality

| | |
|---|-----------------|
| Inspection Failure Codes | 3,000 |
| Professional Voice Recording of Call Flow and System Prompts | 1,500 |
| Project Management | Included |
| Solution Design and Development | Included |
| On-Site Installation and Training | Included |
| One-year warranty on Selectron Technologies-provided hardware and software Upon Completion of On-Site Installation | Included |
| Full System Documentation | Included |
| Total Solution Cost | \$39,400 |

Required Items Not Included in Selectron Technologies Offering

- Phone lines and network service required to support the installation
- Required Host Interface (Please contact SunGard HTE for pricing for 'BV-BP Voice Response Selectron Interface')
- SQL DB2 Tool Kit (should be obtained through SunGard HTE with purchase of Host Interface)
- Host Interface components must be installed and functioning prior to on-site installation



PAYMENT INFORMATION

SCHEDULE

- 25% Invoiced at time of execution of contracts
- 50% Invoiced at completion of on-site installation
- 20% Invoiced 30 days after on-site installation
- 5% Invoiced upon final acceptance

Initial Payment

Invoiced at completion of contract negotiations and upon receipt of purchase order. Enables Selectron Technologies to purchase necessary hardware, fund travel expenses, and invest the technical support hours to design and develop the application for your jurisdiction.

Second Payment

Invoiced at the completion of the on-site installation and training phase of the implementation, or when the system is available for customer testing at customer site. The Warranty also begins on this date.

Third Payment

Invoiced 30 days after the completion of the on-site installation. The customer is given thirty days to test functionality as defined by the contract and the agreed upon call flows. It is the customer's responsibility to ensure full testing is completed during this period.

Final Payment

Invoiced after Client has completed the Final Testing and Acceptance of the system. Selectron Technologies will have resolved all issues found during testing. If Final Acceptance is delayed beyond thirty days, not due to any fault of Selectron Technologies, the payment will become immediately due.

TAXES

Sales Tax or any other applicable taxes are not included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

PAYMENT TERMS

Terms are net 30 from date of invoice. Past due invoices are subject to a 1.5% per month late fee.

VENDOR INFORMATION

Selectron Technologies, Inc.
7405 SW Tech Center Drive, Suite 140
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052



ADDITIONAL INFORMATION

ADDITIONAL VOICE PORTS HARDWARE *(Price includes 12-month parts and labor warranty)*

| | |
|---|-----------|
| 4-Port Voice Board and software licenses | \$ 6,000. |
| 8-Port Voice Board and software licenses | \$12,000. |
| 12-Port Voice Board and software licenses | \$18,000. |

TIME-AND-MATERIALS BILLING RATES

Selectron will provide custom programming and non-warranty maintenance customer support on a time-and-materials basis.

Requested design, programming, testing, documentation, implementation work, and customer support will be performed at our then current, standard published billing rates. Selectron will issue a quote and scope of work to the customer. A purchase order must be issued before work can be scheduled or begin.

ADDITIONAL TRAVEL AND ON-SITE SUPPORT

All travel and associated expenses for the on-site installation work during the initial setup are included in the Base System price.

If the customer requests additional on-site work, travel and out-of-pocket expenses will be billed at \$1,500 per day (minimum of 2 days) with at least 15-day notice. If 8-14 days advance notice is provided the rate increases to \$2,000.00 per day; if the notice is less than 7 days the rate increases to \$2,500.00 per day.

If changes are made to a travel schedule after plans are confirmed, the Customer is responsible for any change fees or price changes incurred for airfare, hotel or car rental.

ON-GOING SUPPORT

Selectron Technologies' PremierPro Support Plan includes full replacement of any failed hardware component, with overnight shipping as required, a toll-free support hotline, and dial-in technical support for all software provided with the solution, as well as a quarterly system review and support for host or backend database upgrades. The Customer has the option of extending the PremierPro program upon expiration of the warranty. Annual fees are due at the conclusion of the 12-month warranty period. Based upon the configuration within this quote, please budget \$7,092 for the extended PremierPro Service Plan. Once a final configuration is determined, Selectron will provide a quote for these services.



ADDITIONAL FUNCTIONALITY

AUTOMATIC RESULTS NOTIFICATION

This module allows the *VoicePermits* system to make outbound calls to contractors as soon as the inspection results have been posted to the permitting database. The contractor hears the permit number and inspection type, and whether the inspection passed or failed, and any messages left by the inspector through the IVR system. If the Inspection Failure Codes module is in use, the reason for a failure will be provided. A Fax option of this module is available and would allow the contractor to have a fax of the inspection results automatically sent (SmartFax required).

Automatic Results Notification \$8,500.

CERTIFICATE OF OCCUPANCY (ON-DEMAND AND/OR AUTOMATIC)

(SmartFAX required) Enables jurisdiction to have Certificate of Occupancy documents automatically faxed. The IVR system creates the document as defined by the jurisdiction and faxes it to the fax destination number contained in the host database. This can be done per call or as a batch fax at a time determined by the jurisdiction.

Certificate of Occupancy \$5,000.

COMPLAINT/CODE ENFORCEMENT

Callers wishing to check the status of a complaint or code violation can automatically retrieve this information by calling into the Interactive Voice Response system. Upon caller request, the status code of the complaint is translated into a descriptive voice recording and played to the caller. The caller learns the status without interrupting departmental staff. This feature requires that permit software support complaints.

Complaint/Code Enforcement..... \$4,000.



DYNAMIC INFORMATION SYSTEM

(SmartFAX required). This module enables callers to request spoken informational messages and faxed copies of documents stored in a designated database ("library"). Callers can access the voice information boxes to retrieve recorded messages on procedures and policy, where to seek help, governmental meetings, minutes, schedule of events, etc. All items are in voice form and may be easily updated. The faxing portion of this module is perfect for distributing many kinds of documents: blank forms, job descriptions, annual reports, schedules, marketing materials, technical literature, etc. A numeric code is used to designate each document. Each library will include a Document Catalog that explains how to use the system and lists all available documents. Callers will be prompted to request the Catalog or, if they're already familiar with the system, to enter the code that corresponds to the document they require. Then, the system will prompt the caller to enter the destination fax number, where they will receive the fax.

| | |
|---|-----------------|
| Up to 100 Messages and fax documents combined | \$2,000. |
| Up to 200 Messages and fax documents combined | \$3,500. |
| Unlimited number of Messages and fax documents | \$5,500. |
| Multi-Departmental Use | \$7,500. |

ESCROW ACCOUNT STATUS

Callers wishing to check the status of their Escrow Account can call the IVR system to obtain the Account information.

| | |
|------------------------------------|-----------------|
| Escrow Account Status | \$3,500. |
|------------------------------------|-----------------|

INSPECTION RESULTS AND HISTORY (FAX/E-MAIL)

(SmartFAX/Smart E-mail required). Callers requesting results have the option to request the last inspection result and/or a complete history to be faxed or e-mailed to a requested destination.

| | |
|--|-----------------|
| Inspection Results & History (fax) | \$3,000. |
| Inspection Results & History (fax & e-mail) | \$4,500. |

INSPECTION FAILURE CODES

Allows inspectors to leave detailed inspection failure information when posting results to the database through the IVR system. When a contractor calls into the IVR system for results of an inspection, the IVR system will retrieve the codes input by the inspector and play the corresponding failure message.

| | |
|---------------------------------------|-----------------|
| Inspection Failure Codes | \$3,000. |
|---------------------------------------|-----------------|



PAYMENT PROCESSING

This module includes the ability to set up this functionality with your merchant account. The setup cost will only need to be purchased once, regardless of the number of applications utilizing credit card payments (i.e. Utility Bill Payments, Parking Citations, Building & Planning, Tax, etc...). Selectron will provide software on the IVR system to capture credit card information, initiate the contact with the merchant account for immediate authorization and report the authorization and payment information into the host database. This module does not include any set up or processing fees from your merchant.

| | |
|--|-----------------|
| Module Initial Setup (required once per system) | \$9,500. |
| • Initial Application Setup | |
| • Interface to City merchant Account | |
| Credit Card Processing Module | \$5,500. |
| E-Check Processing Module | \$5,500. |

PERMIT VERIFICATION

Inspectors and other authorized staff can check the active permit status of a building or construction site via the telephone and the IVR system. This is used to assist inspectors in locating construction activity that has not obtained the necessary permits.

| | |
|----------------------------------|-----------------|
| Permit Verification | \$4,000. |
|----------------------------------|-----------------|

PLAN REVIEW STATUS

(SmartFAX/Smart E-mail required). Allows caller to enter their permit number and fax number and have three categories of information delivered via fax:

- Site Info (Permit Number, Site Address, Record, etc.).
- Departments and Review Status (ex. Plan Review-Pending, Utilities-Approved, etc.).

| | |
|---|-----------------|
| Plan Review Status (spoken & fax) | \$6,000. |
| Plan Review Status: (spoken, fax & e-mail) | \$7,500. |

SMART E-MAIL

This is the software required to enable an e-mail application to function on the IVR system. It is required only once regardless of how many of the e-mail applications are utilized. This module assumes the use of the jurisdiction's existing e-mail server. The e-mail system installed at the jurisdiction must be accessible through a SMTP compatible interface.

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|---------------------------|-----------------|
| Smart E-mail | \$1,500. |
|---------------------------|-----------------|



SMARTFAX

This is the hardware and software required to enable a fax application to function on the IVR system. It is required only once regardless of how many of the Selectron fax applications are utilized.

SmartFAX \$3,500.

SPANISH LANGUAGE

A Spanish version can be added to the Standard English version on your IVR system. This module includes the necessary call flows, dictionary menus, and programming, needed to support the additional language.

Spanish Language \$3,000.

SPEECH RECOGNITION

This is the licensing and software required to support Speech Recognition in the system. As the jurisdiction incorporates this technology into the Call Flow there may be additional costs. Pricing is calculated for each port installed.

AlphaNumeric String, Continuous Digits, Item List, VoiceMenu, Yes/No, Date, Credit Card Number, Credit Card Expiration Date, Currency, Item List, Natural Numbers, Social Security Number, Spelling, Time of Day, US Telephone Number, US Zip Code

Initial Set-up (required) \$7,500.

Per Port Price (per language) \$1,500.

STAFF DIRECTORY

Enables jurisdictions that have an existing voice mail system to use the IVR system to direct callers to the staff voice mailboxes. This is a menu option that request that the caller either input an extension number if known, or spell out a portion of the desired staff's name. The system can enable the caller to be transferred to the staff's telephone extension or voice mailbox.

Staff Directory \$2,000.

TEXT-TO-SPEECH

With this module, the IVR system can convert text into audible speech and generate the audio file for system responses and prompts. Responses like street names are generated dynamically, as they are read directly from the host database, while menu prompts are defined and stored during the call flow design

Initial Set-up (required) \$2,500.

Per Port Price (per language) \$750.



UTILITY NOTIFICATION (FAX/E-MAIL)

(SmartFAX or SmartE-mail required). With this module, the IVR can automatically fax a Request for Activation document to the utility when final inspection is completed for gas or electric service. These fax documents can either be sent as the inspection information is posted by the inspector or batch-faxed at the end of the workday.

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|--|-----------------|
| Utility Notification (fax) | \$2,500. |
| Utility Notification (fax & e-mail) | \$4,000. |

ZONING STATUS (FAX/E-MAIL)

(SmartFAX/Smart E-mail required). Allows callers to receive zoning information for a specific piece of property over the phone 24 hours a day, 7 days a week. This module also provides the caller the ability to receive a spoken or faxed version of the regulations for a specific zone classification.

| | |
|---|-----------------|
| Zoning Status (fax) | \$3,500. |
| Zoning Status (fax and e-mail) | \$5,000. |

VoicePermits™

interactive voice response system

In communities across North America, government agencies are faced with the challenge of reducing expenditures while meeting an increasing need for taxpayer services. Fortunately, technology offers a myriad of solutions to automate processes, speed data integration, and reduce workload.

VoicePermits™ is a dynamic interactive voice response (IVR) solution built to meet the needs of Community Development agencies. IVR allows interaction with a database via telephone, using a combination of spoken messages and touchtones. As a direct interface to permitting and inspection information, *VoicePermits* enables processing functions to be performed in real time, from any location, 24 hours a day, 7 days a week, without compromising security.

CONTRACTORS

VoicePermits allows building contractors to schedule or cancel inspections and review inspection results; inspectors are able to post inspection results from the field. The base system also provides spoken site address verification, and enables two-way permit-based voice messaging between inspectors and contractors.

ENHANCEMENT MODULES

VoicePermits offers a wide range of a la carte enhancement modules. Among these are Code Enforcement, Permit Verification, Plan Review, and Zoning Status.

Also available are a variety of automatic and by-request fax and email applications. Utility Notification, Plan Review Status, Inspection Results & History, plus static documents regarding permit processing, zoning, or any other topics can be sent via the system.

To further advance the capabilities of *VoicePermits*, Text-To-Speech, Speech Recognition, and *WebPermits* are available.

ENVIRONMENTAL AWARENESS

VoicePermits is adaptable to the unique needs of any community. Built on a full featured, industry-standard, scalable environment that supports all standard architectures, the system is able to integrate with both commercial and custom database systems.

The system can also be attached to multiple hosts, allowing the jurisdiction to operate several departmental applications such as Business License, Courts, Elections, Parking Citation, Taxation, and Utility Billing on one system, exponentially increasing return on investment.

SYSTEM ADMINISTRATION

VoicePermits is equipped with user-friendly, remote administration tools, with an easy-to-navigate graphical user interface (GUI) that allows even an amateur user to easily manage the system.

Additionally, multiple standard reporting features are built into *VoicePermits*. The system logs every transaction and provides detailed reports, such as Port Usage, Usage by Time of Day, Menu Selection, and Inspection Posting Information.

PERFORMANCE

By taking over the majority of phone and data entry work being performed, *VoicePermits* improves accuracy by reducing transcription. Increases efficiency through decreasing time spent in the office.

Reduces workload of office staff by equipping users with self-help capabilities. Improves customer satisfaction by making information available quickly and easily.

try it out for yourself

to schedule a hands-on evaluation, or for more information, contact Selectron Technologies:
866.978.0048 or www.SelectronTechnologies.com



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VoicePermits™ Additional Functionality

OUTBOUND CALLS TO CONTRACTORS

This module gives the VoicePermits system the ability to make outbound calls to contractors as soon as the inspection results have been posted to the permitting database. The contractor hears the permit number and inspection type, and whether the inspection passed or failed, and any voice messages left by the contractor. If the Inspection Failure Codes module is in use, the reason for a failure will be provided. A fax option of this module is available and would allow the contractor to have a fax of the inspection results automatically sent (SmartFax required).

COMPLAINT AND VIOLATION STATUS

This module allows callers to check the status of a complaint or code violation by calling into the IVR system.

ESCROW ACCOUNT STATUS

Callers wishing to check the status of their Escrow Account can call the IVR system to obtain information.

INSPECTION FAILURE REASONS

This module allows inspectors to post the most common causes for a failed inspection to the database through the IVR system using a short numeric code. When contractors obtain inspection results through the IVR system, they can hear the reason the reason for the failure.

This module enables jurisdictions to accept credit card and/ or e-check payments via their Interactive Voice or Web Response system. The *Payment Processing* module utilizes the VeriSign® Payflow Pro application to securely process payment transactions.

PERMIT STATUS

This module allows inspectors and other authorized staff to check the active permit status of a building or construction site via the IVR system. This is used to help inspectors identify when a construction site does not have the necessary permits.

PLANS SUBMITTED

This module allows callers to learn the status of a submitted plan in either a spoken, faxed or e-mailed format. Information provided to the caller can include approval status, dates submitted or completed, and associated fees.

SPANISH

This module allows callers to communicate with the IVR in Spanish instead of the standard English. This module includes the necessary call flows, dictionary, and programming needed to support the additional language.

SPEECH

Speech Recognition enables the IVR system to recognize human speech in addition to telephone touchtones. The IVR system utilizes key words and phrases to maintain accuracy rates, and support continuous phrases, spotting, and barge in functions.

MAILBOXES

This module allows jurisdictions that have an existing voice mail system to use the IVR system to direct callers to the staff voice mailboxes by inputting the extension or spelling out a portion of the staff member's name.

PROMPTS

With this module, the IVR system generates the audio file for system prompts and responses, so the jurisdiction does not have to record voice segments. Responses like street names are generated dynamically, as they are read directly from the host database, while menu prompts are defined and stored during the call flow design.

This module allows callers to retrieve property zoning status information contained in the host database. Once the zoning status plays, callers can optionally request a faxed copy of the pertinent zoning regulations.

For more information, contact Selectron Technologies:
866.878.0048 or www.SelectronTechnologies.com



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RD20-04

VoicePermits™ Fax/E-mail Functionality

Selectron Technologies is continually expanding the capabilities of IVR technology beyond the basic functions. We focus on fully utilizing fax, e-mail, and multi-host integration. With these added features, we are able to offer a wide range of add-on modules to truly customize IVR technology to meet your jurisdiction's needs.

Fax Module
This module is required to support a fax application on the IVR system. It is required only once, regardless of how many fax applications are utilized.

E-mail Module
This module is required to support an e-mail application on the IVR system. It is required only once, regardless of how many e-mail applications are utilized.

Certificate of Occupancy (CO) Module
This module allows user to check the status of the Certificate of Occupancy for a site. *VoicePermits* will speak the site address, date issued, permit status and whether or not the certificate has been issued. When end-users want to have a paper copy of their certificate, they can request a fax or e-mail of the information.

Informational Messages Module
This module allows callers to listen to informational messages and request copies of documents stored in a designated database ("library"). Callers can access the voice information boxes to retrieve recorded messages on procedures and policy, where to seek help, governmental meetings, minutes, schedule of events, etc. This module is perfect for distributing many kinds of documents: blank forms, job descriptions, annual reports, schedules, marketing materials, technical literature, etc.

Inspection Results Module
Callers requesting results have the option to request the last inspection result and/or a complete history to be faxed or e-mailed to them.

Plan Status Module
This module allows callers to learn the status of a submitted plan in either a spoken, faxed or e-mailed format. Information provided to the caller can include approval status, dates submitted or completed, and associated fees.

Request for Activation Module
With this module, the IVR can automatically fax a Request for Activation document to the utility when final inspection is completed. These fax documents can either be sent as the inspection information is posted by the inspector or batch-faxed at the end of the workday.

Zoning Regulations Module
This module allows callers to retrieve property zoning status information contained in the host database. Once the zoning status plays, callers can optionally request a copy of the pertinent zoning regulations be faxed or e-mailed to them.

For more information, contact Selectron Technologies:
866.878.0048 or www.SelectronTechnologies.com



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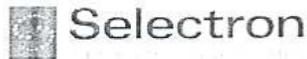
PR420-04

VoicePermits™ Budgetary Pricing

| | |
|---|---------------------------|
| VoicePermits™ Base System (Hardware and Software) | \$34,900 |
| Application Server | |
| 4-Port Voice Card & Software License | |
| Included Functionality: | |
| Schedule Inspections | Speak Site Address |
| Cancel & Reschedule Inspections | Permit Based Messaging |
| Obtain Inspection Results | Standard Reporting Module |
| Inspector Update Results (Pass/Fail) | Transaction Logging |
| Voice Port Expansion: | |
| 4 VoicePorts..... | 6,000 |
| Additional Functionality: | |
| Automatic Results Notification | 8,500 |
| Certificate of Occupancy (Fax) | 5,000 |
| Complaint/Code Enforcement | 4,000 |
| Dynamic Information System | |
| Up to 100 messages & Fax documents | 2,000 |
| Up to 200 messages & Fax documents | 3,500 |
| Unlimited messages & Fax documents | 5,500 |
| Escrow Account Status | 3,500 |
| Inspection Results and History (Fax)..... | 3,000 |
| Inspection Failure Codes..... | 3,000 |
| Payment Processing | |
| Initial Setup (Required once per site installation) | 9,500 |
| Credit Card Processing Module..... | 5,500 |
| ACH/E-check Processing Module | 5,500 |
| Permit Verification | 4,000 |
| Plan Review Status (Speak/Fax)..... | 6,000 |
| SmartFax..... | 3,500 |
| SmartE-mail | 1,500 |
| Spanish Language..... | 3,000 |
| Speech Recognition | |
| Initial Setup (Required once per site installation) | 7,500 |
| Price per Port | 1,500 |
| Staff Directory | 2,000 |
| Text-to-Speech | |
| Initial Setup (Required once per site installation) | 2,500 |
| Price per Port | 750 |
| Utility Notification (Fax)..... | 2,500 |
| Zoning Status (Fax)..... | 3,500 |

Disclaimer: These prices do not include a cost to interface with host computer. Host interface costs will be quoted separately once host system is identified and system capability is confirmed.

For more information, contact Selectron Technologies:
866.878.0048 or www.SelectronTechnologies.com



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RD420-04

Selectron Technologies, Inc.

SOFTWARE LICENSE AGREEMENT

This Selectron Technologies, Inc. ("Company") Software License Agreement ("SLA") is a legal agreement between the Town of Davie, Florida ("Customer") and Company for the software provided to Customer by Company, which includes computer software and associated media and printed materials, and may include "online" or electronic documentation ("Software"). By signing below, and/or by installing, copying, or otherwise using the Software, Customer agrees to be bound by the terms of this SLA.

1. Grant of License.

Subject to the terms of this SLA, Company grants to Customer, as the only end-user, a non-exclusive, non-transferable (except as specifically set forth herein), non-assignable, limited license (the "License") to install the Software for which Customer has paid a license fee. The License entitles Customer to use the Software at its principal place of business on a single computer or as specifically identified in the Professional Services Agreement, solely for Customer's internal business use. Except as otherwise notified by Company, the Software may not be used in connection with any software not acquired from Company specifically for use with the Software.

2. Other Rights And Limitations.

Customer may not rent, lease, distribute, sell, assign, pledge, sublicense, loan, timeshare or otherwise use the Software for the commercial benefit of third parties, but Customer may transfer the Software on a permanent basis, provided Customer retains no copies and the recipient expressly agrees in writing to the terms of this SLA.

Limitation on Reverse Engineering, Decompilation, and Disassembly. Customer may not reverse engineer, decompile, translate, or disassemble the Software, except and only to the extent that applicable law notwithstanding this limitation expressly permits such activity.

Other Use Restrictions. Customer may not use the Software for any purpose other than for use on Customer's own internal computer networks, as set forth in this SLA, or make copies of the software, other than a single copy of the Software in machine-readable format solely for backup or archival purposes.

Notice to Users. Customer shall inform all users of the Software of all terms and conditions of the SLA.

3. Copyright.

The Software is licensed, not sold. Title and copyrights in and to the Software (including any images, "applets,"

photographs, animations, video, audio, music, and text incorporated into the Software), accompanying printed materials, and any copies Customer is permitted to make herein are owned by Company or its suppliers and are protected by United States copyright laws and international treaty provisions. Therefore, Customer must treat the Software like any other copyrighted material (e.g., a book or musical recording) except that Customer may either (a) make one copy of the Software solely for backup or archival purposes, or (b) transfer the Software to a single hard disk, provided Customer keeps the original solely for backup or archival purposes. Customer may not copy the printed materials accompanying the Software without Company's prior written approval.

4. Dual-Media Software.

Customer may receive the Software in more than one medium. Regardless of the type or size of media Customer receives, Customer may use only the single medium that is appropriate for Customer's single computer. Customer may not use or install the other media on another computer. Customer may not loan, rent, lease, or otherwise transfer the other media to another user, except as part of the permanent transfer of the Software.

5. Export Restrictions.

The Software is subject to the export control laws of the United States and other countries. Customer may not export or re-export the Software without the appropriate United States and foreign government licenses. Customer must otherwise comply with all applicable export control laws and shall defend, indemnify and hold Company and all its suppliers not liable from any claims arising out of Customer's violation of such export control laws. Customer further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

6. Limited Warranty.

Company warrants that the Software will perform substantially in accordance with the accompanying documentation for a period of one year from the date of the Second Invoice, as that term is defined in the Professional Services Agreement, Exhibit A. Any changes or modifications to the Software by any person other than Company voids this limited warranty.

THE EXPRESS WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ARISING FROM OR RELATED TO THIS AGREEMENT AND ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES

OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT. This warranty disclaimer is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company's is authorized to modify this limited warranty, or make any additional warranties.

7. Customer Remedies.

Company and its suppliers entire liability and Customer's exclusive remedy for breach of this limited warranty shall be, at Company's option, either (a) comply with the Agreement (b) return of the price paid for the Software, or (c) replacement of the Software. The foregoing warranty is void if failure of the Software results from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Company are available without proof of purchase from an authorized non-U.S. source.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS SLA. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS SLA AND THE SOFTWARE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID TO COMPANY HEREUNDER. CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS SLA AND THAT COMPANY WOULD NOT ENTER INTO THIS SLA WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

8. Network Security Disclaimer

8.1 Internet Security.

Company's products may include software that connects to the Internet. The software is designed to operate within Customer's secure network environment. Specifically the software relies fully on the Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding any 3rd party technologies or service's ability to meet Customer's security or privacy needs. This includes but is not limited to operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

8.2 Remote Access Security.

In order to enable development, customer support, and maintenance of the system, Company requires remote access capability. Remote access is normally provided

by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a customer solution such as VPN access. Regardless of what method is used to provide remote access, or who provides remote access software, it is the Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

8.3 Outbound Services Disclaimer.

Company's products may include software capable of automated outbound communication (Outbound Delivery Services). Company furnishes, and Customer accepts, Outbound Delivery Services as-is and with all faults, with no warranties, express, implied or statutory. Company does not warrant that Outbound Delivery Services will operate as intended. Company expressly and specifically disclaims the implied warranties of merchantability, fitness for a particular purpose and non-infringement. To the extent that Customer may not, under applicable law, disclaim any warranty, the scope and duration of such warranty shall be the minimum permitted under applicable law. Customer acknowledges that it has relied on no warranties whatsoever in connection with Outbound Delivery Services, and expressly assumes all risks arising from any failure of Outbound Delivery Services to operate as intended. Customer hereby irrevocably and unconditionally waives, releases and discharges Company and its predecessors, parents, subsidiaries, affiliates, successors, agents, officers, employees and assigns from and against any and all claims, causes of action or liabilities in any way arising from any failure of Outbound Delivery Services to operate as intended. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound dialing feature and understands that it is giving up in advance any right to sue or make any claim against Company if Customer, or Customer's end users, suffer injury or damage due to the failure of Outbound Delivery Services to operate as intended, even though Customer does not know what or how extensive those injuries or damages might be.

9. U.S. Government End Users.

The Software is a "commercial item", as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), the Software is licensed to any U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron

Technologies, Inc., 7405 SW Tech Center Drive, Suite 140, Portland, Oregon 97223, USA.

10. Supports and Maintenance.
Customer may purchase Support and Maintenance by entering into a separate Support and Maintenance Agreement.

11. Governing Law.
This SLA will be governed by the laws of the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Broward County, Florida.

12. Terms And Termination.
This SLA shall continue indefinitely, unless terminated earlier in accordance with this Section 11. Customer may terminate this SLA at any time by returning or deleting all copies of the Software in Customer's possession and providing Company written notice that Customer has done so. (No refund will be provided upon such termination). Company may terminate this SLA (and Customer's right to continue to use the Software hereunder) immediately upon written notice if Customer breaches a material term or condition of this SLA, including Customer's failure to pay fees when due. Sections 3, 5, 6, 7, 8, 10, 11, 12, 13 and 14 shall survive any termination of this SLA.

13. Confidentiality.
The Software contains trade secrets and proprietary know-how that belong to Company and is being made available to Customer in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS SLA, IS STRICTLY PROHIBITED AND IS

ACTIONABLE AS A VIOLATION OF COMPANY'S TRADE SECRETS.

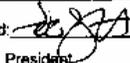
14. Miscellaneous.

Attorneys' Fees.
In the event of litigation between Customer and Company concerning the Software or this SLA, the prevailing party in the litigation shall be entitled to recover attorneys' fees and expenses from the losing party.

Severability.
If any provision of this SLA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 7 will remain in effect notwithstanding the unenforceability of any provision in Section 6.

Entire Agreement.
This SLA constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This SLA may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will have no effect.

Contact Information.
Should Customer have any questions concerning this SLA, or if Customer desires to contact Selectron Technologies, Inc. for any reason, please contact us at: Selectron Technologies, Inc., 7405 SW Tech Center Drive, Suite 140, Portland, Oregon 97223, USA, www.selectrontechnologies.com.

Company: Selectron Technologies, Inc.
By: Todd A. Johnston
Signed: 
Title: President
Date: 7/2/15
Address: 7405 SW Tech Center Drive, Suite 140
Portland, Oregon 97223

Customer:
By: _____
Signed: _____
Title: _____
Date: _____
Address: _____

Selectron Technologies, Inc.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is between Selectron Technologies, Inc., an Oregon corporation and its successors or assignees ("Company") and the undersigned Town of Davie, Florida (the "Customer").

1. **Engagement of Services.** Company may from time to time issue a Scope of Work in the form attached to this Agreement as Exhibits A and B. Subject to the terms of this Agreement, Company will render the services set forth in the Scope of Work accepted by Customer (the "Project"). The manner and means by which Company chooses to complete the Project are in Company's sole discretion and control. Customer will make its facilities and equipment available to Company when necessary. Company, in its sole discretion, may have the services performed by a Third Party/Independent Contractor, provided that any such Third Party/Independent Contractor agrees in writing to the terms of this Agreement.

2. **Hardware.** Pursuant to this Agreement, and in combination with any Company Software (which shall be licensed pursuant to a separate Software License Agreement), Company shall provide Customer with third-party hardware for use with Company Software (the "Hardware"), as set forth in Exhibits A and B (if any).

The Customer is entitled to all manufacturer warranties as they apply to the specific hardware provided. Warranty dates are based solely on the specific manufacturer terms and conditions. The manufacturer warranties are provided in addition to those included in the Support and Maintenance Agreement.

3. **Compensation.**

3.1 **Standard Compensation.** Customer will pay Company a fee for services rendered under this Agreement as set forth in the Project(s) undertaken by Company. Customer shall be responsible for all expenses incurred within Exhibit A of this Agreement. Customer will be responsible for all expenses, with prior written approval, outside Exhibit A of this Agreement. Upon termination of this Agreement for any reason, Company will be paid fees and expenses on a proportional basis as stated in the Scope of Work for work which is then in progress, to and including the effective date of such termination. All returned hardware is subject to a 15% restocking fee. Unless other terms are set forth in the Scope of Work for work which is in progress, Customer will pay Company for services and will reimburse Company for previously approved expenses within thirty (30) days of the date of Company's invoice.

3.2 **Change Requests.** Customer agrees to the Scope of Work as set forth in Exhibits A and B. If there is

a change to Exhibits A or B after Company has committed resources to the Project, Customer agrees to pay the full amount set forth in Exhibit A. However, if, during the course of a Project, Customer wishes to modify the Scope of Work (other than a proposed reduction in the amount of services provided), Company shall provide Customer with a modified fee estimate. If Customer accepts the modified estimate, Company will perform the Project according to the modified specifications after a purchase order has been provided to the company. If Customer rejects the modified estimate, Company shall have no obligation to perform the modified Project.

4. **Independent Contractor Relationship.** Company's relationship with Customer will be that of an independent Contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Company is not the agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer. Company will not be entitled to any of the benefits, which Customer may make available to its employees, such as group insurance, profit sharing or retirement benefits. Company will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Company's performance of services and receipt of fees under this Agreement.

5. **Proprietary Information.** Both parties agree during the term of this Agreement and thereafter that they will take all steps reasonably necessary to hold the other party's Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining the disclosing party's express written consent on a case-by-case basis. By way of illustration but not limitation "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of the disclosing party. Notwithstanding the other provisions of this Agreement, nothing will be considered to be Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received

by the receiving party from a third party without confidential limitations; (3) it has been independently developed for the receiving party without reference to the disclosing party's Proprietary Information; or (4) it was known to the receiving party prior to its first receipt from the disclosing party.

6. Representations and Warranties. Both parties hereby represent and warrant that (a) they have full right and power to enter into and perform this Agreement, (b) they will take all reasonable precautions to prevent injury to any persons (including employees of the other party) or damage to property (including the other party's property) during the term of this Agreement. Company warrants that any Hardware provided pursuant to this Agreement shall operate in good working order for a period of one year from the date of the Second Invoice, as that term is defined in Exhibit A. Any changes or modifications to the Hardware by any person other than Company voids this limited warranty.

7. Indemnification. To the maximum extent provided by law, each party will indemnify and hold harmless the other party, its officers, directors, employees, sublicensees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty (a "Claim") set forth in Section 6 of this Agreement. It is specifically understood that Customer is a municipal corporation of the State of Florida.

8. Warranty Disclaimer. The express warranties in Section 6 are in lieu of all other warranties, express, implied or statutory, arising from or related to this agreement and any hardware provided hereunder, including, but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties other than the express warranties in this agreement. This warranty disclaimer is made regardless of whether Company knows or has reason to know of Customer's particular needs. No Company employee, agent, or dealer is authorized to modify this limited warranty, or make any additional warranties.

9. Limitation of Liability. In no event will Company be liable for any consequential, indirect, exemplary, special or incidental damages, including any lost data and lost profits, arising from or relating to this Agreement. Company's total cumulative liability in connection with this Agreement and the services provided hereunder, whether in contract or tort or otherwise, will not exceed the amount of fees paid to Company hereunder. Customer acknowledges that the fees reflect the allocation of risk set forth in this Agreement and that Company would not enter into this Agreement without these limitations on its liability.

10. Network Security Disclaimer

10.1 Internet Security. Company's products may include software that connects to the Internet. The software is designed to operate within Customer's secure network environment. Specifically the software relies fully on the Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding any 3rd party technologies or service's ability to meet Customer's security or privacy needs. This includes but is not limited to operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

10.2 Remote Access Security. In order to enable development, customer support, and maintenance of the system, Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControllIT, or other industry standard remote access software. It may also be provided through a customer solution such as VPN access. Regardless of what method is used to provide remote access, or who provides remote access software, it is the Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

11. Termination. Either party may terminate this Agreement at any time that there is no uncompleted Project in effect upon fifteen (15) days' prior written notice to other party. The parties agree that Customer's failure to pay any undisputed fees is a material breach of this Agreement

12. Government Contracts. In the event that Company shall perform services under this Agreement in connection with any Government contract in which Customer may be the prime contractor or subcontractor, Company agrees to abide by all laws, rules and regulations relating thereto. To the extent that any such law, rule or regulation requires that a provision or clause be included in this Agreement, Customer agrees that such provision or clause shall be added to this Agreement and the same shall then become a part of this Agreement.

13. General Provisions.

13.1 Governing Law and Venue. This Agreement will be governed by the laws of the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Broward County, Florida.

13.2 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 9 will remain in effect notwithstanding the unenforceability of any provision in Section 8.

13.3 Notices. All notices, consents and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

13.4 Attorneys' Fees. In the event of litigation between Customer and Company concerning the Hardware or this Agreement, the prevailing party in the litigation shall be entitled to recover attorneys' fees and expenses from the losing party.

13.5 Injunctive Relief. A breach of any of the promises or agreements contained in this Agreement may result in irreparable and continuing damage to Company for which there may be no adequate remedy at law, and Company is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

13.6 Survival. Section 5 ("Proprietary Information"), 6 ("Representations and Warranties"), 7 ("Indemnification"), 8 ("Warranty Disclaimer"), 9 ("Limitation of Liability"), 10 ("Network Security Disclaimer"), 11 ("Termination") and 13 ("General Provisions") will survive expiration or termination of this Agreement for any reason.

13.7 Waiver. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.8 Entire Agreement. This Agreement and the attached Exhibits, which are incorporated herein by reference, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will have no effect.

13.9 Sovereign Immunity. This In no event shall any provision within this Agreement be deemed a waiver of the Customer's sovereign immunity under the law of the State of Florida. No provision herein shall be construed as a grant of any right or privilege to any third party.

In Witness Whereof, the parties have caused this Professional Services Agreement to be executed by their duly authorized representative.

Company: **Selectron Technologies, Inc.**

By: Todd A. Johnston

Signed: _____

Title: President

Date: _____

Address: 7405 SW Tech Center Drive, Suite 140
Portland, OR 97223

Customer:

By: _____

Signed: _____

Title: _____

Date: _____

Address: _____

EXHIBIT A

SCOPE OF WORK

| | |
|---|--|
| VoicePermits™ Interactive Voice Response | \$34,900 |
| Included Functionality: | |
| Schedule an Inspection | Speak Site Address |
| Cancel an Inspection | Permit Based Messaging |
| Obtain Inspection Results | VP Reporting Module |
| Post Inspection Results | |
| Server (Minimum Specifications Summary): | |
| Intel® Xeon™ Processor 3GHz | Microsoft™ Windows® 2003 Server |
| 1 GB RAM | Microsoft SQL Server |
| Two (2) 80 GB hard drive (RAID 1 mirroring) | Remote Access Software |
| CD ROM, 56K Modem, Network Card | License and hardware for (4) voice ports |
| Additional Functionality | |
| Inspection Failure Codes | 3,000 |
| Professional Voice Recording of Call Flow and System Prompts | 1,500 |
| Project Management | Included |
| Solution Design and Development | Included |
| On-Site Installation and Training | Included |
| One-year warranty on Selectron Technologies-provided hardware and software | Included |
| Upon Completion of On-Site Installation | |
| Full System Documentation | Included |
| <hr/> Total Solution Cost | <hr/> \$39,400 |

Required Items Not Included in Selectron Technologies Offering

- Phone lines and network service required to support the installation
- Required Host Interface (Please contact SunGard HTE for pricing for 'BV-BP Voice Response Selectron Interface')
- SQL DB2 Tool Kit (should be obtained through SunGard HTE with purchase of Host Interface)
- Host Interface components must be installed and functioning prior to on-site installation

PAYMENT SCHEDULE

| | |
|-----|---|
| 25% | Invoiced at time of execution of contracts |
| 50% | Invoiced at completion of on-site installation |
| 20% | Invoiced 30 days after on-site installation |
| 5% | Invoiced upon final acceptance |

The initial invoice is sent at completion of contract negotiations and upon receipt of purchase order enables Company to purchase necessary hardware, fund on-site expenses and invest the technical support hours to design and develop the customized Interactive Voice Response application for your jurisdiction.

The second invoice is sent at the completion of the on-site installation and training phase of the implementation, or when the system is available for customer testing at customer site.

The warranty period also begins on this date.

The third invoice is sent 30 days after the completion of the on-site installation, which will give the customer the opportunity to carefully test all functions and requirements as defined by the contract and agreed upon call flows. It is the customer's responsibility to supply adequate staff to ensure full testing is completed in a period not to exceed thirty days.

The final invoice is sent after the system has completed the Final Testing and Acceptance. Company will have resolved all issues found during the last phase of testing.

If completion of the Final Testing and Acceptance is delayed beyond 30 days, and is not due to any fault of Company, the payment will become immediately due.

Phased Implementation: When a phased implementation is mutually agreed to, the same payment terms will be applied to each phase.

Taxes: Sales Tax or any other applicable taxes are *not included* in any of this proposal's pricing information. If Sales tax or any other tax becomes applicable, these taxes will then need to be added to the proposed pricing.

Payment Terms: Terms are net 30 from date of invoice. Past due invoices are subject to a 1.5% per month late fee.

ADDITIONAL INFORMATION

Time-and-Materials Billing Rates:

Company will provide custom programming and non-warranty maintenance customer support on a time-and-materials basis.

Requested design, programming, testing, documentation, implementation work, and customer support approved by Company will be performed at our then current standard published billing rates. Company will issue a quote and scope of work to the customer. A purchase order must be issued before work can be scheduled or begin.

Additional Training and On-Site Support:

All travel and associated expenses for the on-site installation work during the initial setup are included in the Base System price.

If the customer requests additional on-site work, travel and out-of-pocket expenses will be billed at \$1,500.00 per day (minimum of 2 days) with at least 15-day notice. If 8-14 days advance notice is provided the rate increases to \$2,000.00 per day and if the notice is less than 7 days the rate increases to \$2,500.00 per day.

If changes are made to a travel schedule after plans are confirmed, the Customer is responsible for any change fees or price changes incurred for airfare, hotel or car rental.

On-Going Support:

The Customer has the option of extending the Support and Maintenance program upon expiration of the warranty. Annual Support and Maintenance fees are due at the conclusion of the 12-month warranty period. The Support and Maintenance Agreement includes the Scope of Work and Pricing associated with the extended support and maintenance program.

EXHIBIT B
STATEMENT OF WORK

Standard Terms and Conditions were revised January 2004



VoicePermits™
Interactive Voice Response System

modules:

Inspection Failure Codes
Professional Voice Recording

| | |
|---------------------------------|---|
| Overview | 1 |
| Deliverables | 1 |
| Functionality | 3 |
| Implementation Process | 6 |
| Customer Responsibilities | 8 |

Selectron Technologies, the Selectron Technologies logo, and all Selectron Technologies product names contained herein are trademarks or registered trademarks of Selectron Technologies, Inc. in the USA and/or other countries. All other brand names are trademarks of their respective holders.

OVERVIEW

This Statement of Work outlines the software, hardware, and implementation services entailed with the purchase of the VoicePermits™ interactive voice response (IVR) system. This solution includes the Inspection Failure Codes module and Professional Voice Recording. Additionally, this document describes your role in providing a suitable environment and facilitating a successful implementation of the VoicePermits IVR system.

DELIVERABLES

Selectron Technologies, Inc. delivers and installs a server¹ with the VoicePermits IVR system already configured to your jurisdiction's specifications. This pre-configured product interacts with the permitting database to provide information and services via the phone to building and planning customers. The system provides your customers with an interface to schedule inspections, cancel and reschedule inspections, and obtain inspection results. Inspectors can use the system to receive messages from contractors and post inspection results. The following list gives a quick overview of the additional modules and features:

- The Inspection Failure Codes module provides codes for inspectors to enter when posting results. The Inspection Failure codes denote specific violations and are used to play a description of the violation to the end-users when they obtain inspection results.
- With Professional Voice Recording system prompts, which may include codes and street words, will be recorded for you prior to installation. Any new or updated prompts will be professionally recorded on a quarterly basis.

1. Multiple application solutions are installed on one server.



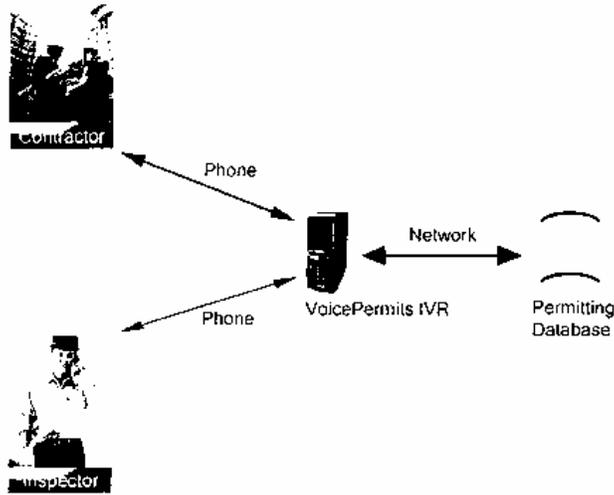


Diagram of the VoicePermits IVR System



FUNCTIONALITY

The Functionality section explains all of the end-user, inspector, and administrator tasks. Features are dependent upon the support of the permitting database. Tasks marked by a / are part of an add-on module.

The following is a list of tasks that end-users can perform while using the VoicePermits IVR system.

Scheduling Inspections

After end-users have been issued a permit, they can call VoicePermits to schedule an inspection. End-users can select the inspection type and the day for the inspection.

Canceling and Rescheduling Inspections

When an inspection needs to be cancelled, the end-user can call VoicePermits and cancel the inspection. After cancellation, the end-user is given the option to reschedule the inspection.

Obtaining Inspection Results

After an inspection, end-users can call VoicePermits and enter a permit number and inspection type to hear whether the inspection passed or failed. If the inspector has left a voice message for the contractor, it can be played after the inspection results message.

Obtaining Inspection Failure Descriptions /

When an inspection has failed, end-users will hear a description of the failure code(s) for the inspection, if they have been posted by the inspector.

Leaving Permit Based Messages

When an inspection is scheduled the user can leave a voice message for the inspector. The inspector is then notified of the message associated with the inspection when the inspection is assigned.

Speak Site Address

During inspection scheduling, VoicePermits will speak the site address for the inspection back to the user for confirmation.

The following is a list of tasks that inspectors can perform while using the VoicePermits IVR system.

Posting Inspection Results

After an inspector has completed the inspection, they can call VoicePermits, login using their inspector PIN, choose Post results, enter the permit number and inspection type, and enter the inspection results. These results are then immediately available for users who call to obtain results of inspections.



Posting Inspection Failure Codes -/

When the result of an inspection is posted, the inspector can choose to enter the failure code(s) for the inspection. The description of these failure codes are then available for callers obtaining results of inspections.

Leaving Permit Based Messages

After results for an inspection have been entered by the inspector, the inspector may leave a voice message for the contractor. When the contractor calls to hear the inspection results, they can listen to the message associated with the inspection.

The following is a list of the tasks administrators can perform to configure and update the system for their jurisdiction.

Generating Reports

Administrators and operators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Netscape Navigator® 6.0, Mozilla Firefox™ 1.0, or newer with access to the jurisdiction's intranet. The table below enumerates the reports with their respective definitions. Reports can be saved as PDF files from the browser.

| | |
|-------------------------|--|
| System Usage | Calls received by day for selected date range |
| System Line Usage | Calls received by line for selected date range |
| System Usage by hour | Calls received by hour for selected date range |
| Action | Number of times a menu option was selected for selected date range |
| Call Activity Details | A detail of each action associated with a permit. |
| Inspector Post Activity | Posts by inspectors for selected date range |
| Permit | Permits for a selected date range |

Setting Operator Transfer Extension

At certain points during a call, the end-user may request to be transferred to an operator. Setting the operator transfer extension tells VoicePermits where to transfer the call. VoicePermits can transfer to different extensions depending on the time of day and what task the user is performing. Once the transfer extensions have been set, VoicePermits will transfer calls successfully.

Updating Office Hours

When an end-user requests to be transferred to an operator, the system checks against the office hours of the jurisdiction to determine if a transfer can be made to a person. Updating Office Hours gives the system the correct guidelines to transfer calls successfully.

Setting Office Holidays

When an end-user requests a transfer, VoicePermits checks against the office holiday schedule to determine the correct action. With the office holidays updated, VoicePermits will transfer end-users appropriately.

Appending an Optional Greeting

Appending an Optional Greeting instructs the system to play an additional greeting message when end-users are addressed. The optional greeting can be used to inform end-users of changes in office hours or holidays in the future.

Setting Maximum Message Length

After an end-user has scheduled an inspection they are given the option to leave a message for the inspector. Setting the Maximum Message Length determines a specific amount of time for the message. By setting the Maximum Message Length, you can help to save inspectors' time.

Defining Schedule Days

When end-users are scheduling inspections, VoicePermits offers a specific number of days ahead for inspections to be scheduled. By Defining Schedule Days, the system knows how many days in the future to schedule inspections.

Controlling Administration Access to the IVR System

To control access to the operation of VoicePermits, you can create and delete administrator accounts, as well as edit account access levels and change the prompt recording access PIN. Access levels can be set to permit only reporting capabilities or to allow full access.

Adding New Streets

As new streets are added to the jurisdiction, it is important they are added to VoicePermits as well. Adding new street names and words requires two steps: creating the file in the database, then recording the name or word using the telephone (if Professional Voice Recording is not implemented).

Recording Prompts and Responses

New street words, codes, or system prompts will need to be recorded into the system (if Professional Voice Recording is not implemented). Recording Prompts and Responses creates an audio file for use by VoicePermits during a call. Each word or phrase has a unique identifying number that is used in recording. After a report is generated showing the numbers of unrecorded words, you can call the system to record the missing words.

Maintaining Inspection Failure Codes

The jurisdiction may add, edit, and delete failure codes using the Administration tool. When inspection failure codes are added, a corresponding recording of the description must be made for VoicePermits to play to callers.

Checking Current System Status

The IVR monitor window displays the status of the IVR system. All lines are displayed with their status and what (if any) actions are taking place during the call.



IMPLEMENTATION PROCESS

This section gives a general overview of the implementation process. For a more detailed explanation of the implementation process contact the Project Manager.

Establish Implementation Timetable

The Project Manager will provide the jurisdiction with an implementation questionnaire. The questionnaire will be used to better understand the jurisdiction's functional needs as well as provide information for the drafting of an initial call flow diagram representing the IVR system menus and logic. As the call flow design progresses, the Project Manager will work with the jurisdiction to create an implementation timetable.

Provision of Customer Data

As the software is designed for your jurisdiction, certain pieces of information will be useful to create a precisely integrated fit. The jurisdiction will need to provide the files specified. See "Jurisdiction Specific Information" on page 9.

Call Flow Development

The Project Manager will work with the jurisdiction to complete the call flow design. Software development cannot begin until the call flow design is completed and verified by the jurisdiction.

Throughout the call flow development, the Project Manager will work with the jurisdiction to choose both the speech rate and style of voice for all text-to-speech generated prompts (if applicable).

Professional Voice Recording

The Project Manager will coordinate with the jurisdiction to obtain a customer-approved call script for each language, based upon the approved call flow. Once approved, the call script will be professionally recorded and installed on the IVR server.

VoicePermits Server Preparation

The VoicePermits server will be delivered with the following software configured for your jurisdiction:

- Microsoft® Windows 2003® Server
- Remote access software
- Microsoft SQL® Server 2000
- VoicePermits application software
- Microsoft SDK 5.1 for Windows

In addition to the software listed above, the VoicePermits base system includes two licenses for the Administration Tool. One license will be pre-installed on the VoicePermits server; the second license allows the jurisdiction to install the Administration Tool on a workstation. With the Administration Tool, users can remotely define configurable settings in the IVR system.



Confirmation of Pre-Installation Tasks

The Project Manager will provide you with a pre-installation checklist. At the completion of the checklist, the Project Manager will schedule the on-site installation.

The Installation Specialist will provide two days of installation and training for VoicePermits IVR.

System Installation

An Installation Specialist will install the VoicePermits server. The Installation Specialist will perform any configuration required, and will test the system installation. The customer should have telephony and network staff on stand-by to assist the installation specialist if needed.

Training

Training for the administrator will be provided by the Installation Specialist as planned in the Implementation Timetable. Training will also be provided for how to instruct inspectors on use of the system. Voice prompt recording training will also be provided.

Documentation

An Administration Manual will be delivered with the on-site installation. Additionally, an electronic version of the Administration Manual will be sent to the jurisdiction.

The jurisdiction will have 30 calendar days after an on-site installation to verify the functionality of the VoicePermits system. Within the 30-day system acceptance period the System Acceptance Sign-off form must be sent to the Project Manager.



CUSTOMER RESPONSIBILITIES

This section outlines the software, hardware, and tasks that are not included with the VoicePermits IVR system, but must be acquired or performed for the implementation to be successful.

Prompts and Responses

To enable the jurisdiction control over the tone and style of prompts and responses, it is the responsibility of the jurisdiction to record all of the IVR's prompts and responses (if Professional Voice Recording has not been implemented). Training will be provided during installation on how to record prompts and responses.

Database Access

The VoicePermits server must have access to the permitting database and must be allowed access as a user on the database. The IVR server may require additional licenses in order to have full access to the permitting database; these licenses are the jurisdiction's responsibility. In addition, the jurisdiction must purchase and implement the permitting database vendor's application programming interface (API).

Network Access

The VoicePermits server must have network access via a 10/100 connection and a fixed IP address or domain name.

Remote Access

Remote access to the VoicePermits server should be provided to Selectron Technologies staff for development and technical support. There are multiple options for how to setup remote access—the Project Manager will help the jurisdiction choose a solution that best fits the situation.

Phone Lines

One analog phone line per port must be provided and installed by the jurisdiction. In order to ensure that incoming calls for a single number are quickly directed to the open phone lines, the phone lines must be part of a hunt group.



Jurisdiction Specific Information

The following information is to be provided by the jurisdiction to create a precisely integrated product. For further clarification on the format and detail of the following data contact your Project Manager.

- Street names
- Failure codes and descriptions
- Inspection Result Codes and description
- Permit Status Codes and Types
- Inspection Types and description
- Validations used for scheduling an inspection
- Observed holidays
- Extensions used for the transfer function
- Permit numbering scheme



Selectron Technologies, Inc.
Support and Maintenance Agreement

This Support and Maintenance Agreement (this "Agreement") is entered into upon commencement of the Warranty between Selectron Technologies, Inc. ("Company") and the Town of Davie, Florida ("Customer").

For the fees specified below, Company will provide to Customer support and maintenance for the Products, as outlined below and as set forth in Exhibit A, for the term of the Agreement.

1. Term:

a) The Term of this Agreement shall commence upon the issuance of the Second Invoice (as that term is defined in the Professional Services Agreement, Exhibit A) of the Company product(s) to which this Agreement relates (the "Products"), and shall end on the last day of the twelfth month. A list of the Products is attached as Exhibit A.

b) If this Agreement is entered into after the commencement of the Warranty or subsequent support periods, the Customer will be charged for the entire Term beginning on the Warranty Date.

2. Renewal:

a) The Term of this Agreement will automatically renew for successive terms of one year each unless either party gives written notice of non-renewal prior to thirty (30) days before the end of the then-current term.

b) The Customer shall maintain continuous coverage of its support contracts in order to be eligible for telephone support, and other services provided hereunder. If this Agreement is not renewed and the Customer later decides to reinstate support services, the Customer must pay all fees that would otherwise have been paid had this Agreement been renewed without interruption.

c) The Customer may request concurrent expiration dates for support agreements purchased at different times of the year. The Customer must work directly with Company to adjust (prorate) their support coverage so the terms of all such agreements expire concurrently.

3. Termination: This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Upon termination by Company without cause or by Customer for material breach, Company will refund any fees paid for months subsequent to termination.

4. Fees: The Customer shall prepay Company an annual fee for the support services as set forth in Exhibit A.

5. Support Services: Company shall provide customer support for technical problems that occur when using the Products. This Agreement does not include support of the following items:

- a) Altered or modified Software not performed by Company.
- b) Errors caused by the Customer's negligence, or other causes beyond Company's reasonable control.
- c) Version Upgrades of Host or backend database software.
- d) Enhancements or modifications to current versions performed at the Customer's request and not intended to resolve a product failure.

Company Software Developers will directly handle the Customer issues outlined in the following levels of support.

6. Support and Maintenance:

PremierPro Support

The fee for PremierPro Support includes:

- a. Telephone Support for installation and general use questions during normal business hours (6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday).
- b. Use of Company's Toll Free Number
- c. On-Line technical diagnostic support
- d. Software correction upgrades
- e. 1 business day relief goal
- f. 24 Hours, 7 days per week, 365 days per year support for emergency (system down or inoperable) calls
- g. Development work necessary to support standard updates to your Host database (i.e. land management software, utility billing software, etc...) and back-end database. This requires two (2) weeks notice prior to planned system upgrade in order to accommodate scheduling of resources. Please contact support@STIgov.com to schedule.

h. Quarterly Proactive System Review. Selectron will perform the following system diagnostics and create a history file and notify the primary Customer contact with the results of these actions:

1. Assess the current machine resources including memory, processor, and disk-space utilization
2. Examine log files including error logs to identify any anomalous entries
3. Apply current validated software updates to the operating system, device drivers, and database server software.

i. 'Out-of-cycle' critical updates. Updates that meet these criteria are failures that might be likely to cause hardware damage, system unavailability, data corruption, or severe data vulnerability.

Non-emergency calls made after normal business hours will be billed at an hourly rate of 1.5 times the current day labor rate, with a two hour minimum charge.

7. Hardware Maintenance. Company, at its sole discretion, may use new or refurbished parts for the repair or replacement of any Company provided Hardware.

8. Customer Warranty: Customer shall perform all necessary preventative maintenance as outlined in Company's Administrative Guide. If Customer's failure to perform the required preventative maintenance is determined, in Company's reasonable discretion, to be the cause of any support call, Customer will be billed at the current hourly rate.

9. Response Times: Non-emergency support calls will be responded to within one business day, however most calls are handled within two hours of receipt. For Premier Support during non-business hours, an answering service takes all support calls. Calls that are placed as an emergency (system down or inoperable) will be dispatched to the on-call support staff for response within four hours. Non-emergency calls will be directed to support personnel, and will be responded to the next business day.

10. Customer Contacts: Three customer support contacts are allowed. Additional contacts may be added at any time for an additional \$500.00 per contact. Only Customer's customer support contacts may contact Company for support services.

Customer's customer support contacts are as set forth on Exhibit A. Customer may change its customer support contacts upon 30 days written notice to Company.

11. Warranty Disclaimer: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED TO CUSTOMER "AS IS" AND COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. This limitation on liability is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company is authorized to modify this limited warranty, or make any additional warranties.

12. Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO COMPANY HEREUNDER. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

13. Limited Remedy: If Company materially fails to perform its obligations under this Agreement, and such failure results in downtime of the relevant hardware and software that exceeds 48 hours, Customer's sole remedy, and Company's entire liability, shall be a pro rata refund for the services ("Downtime Credit"). In order to receive a Downtime Credit, the Customer must notify Company in writing within 7 days from the time of Downtime. In no event shall any Downtime Credit or the total cumulative damages for a breach of this Agreement by Company be more than the amounts previously paid by Customer under this Agreement in the 12 month period immediately preceding the Downtime Credit or breach.

14. Severability: If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Sections 12 and 13 will remain in effect

notwithstanding the unenforceability of any provision in Section 11.

15. Force Majeure: Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

16. Independent Contractors: The relationship between Customer and Company is that of an independent contractor, and neither party is an agent or partner of the other. Customer or Company will not have, and will not represent to any third party that it has, any authority to act on behalf of either party.

17. Applicable Law: This Agreement will be governed by the laws of the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the

federal or state court located in Broward County, Florida.

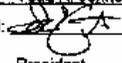
18. Attorney's Fees: In the event of litigation between Customer and Company concerning this Agreement, the prevailing party in the litigation shall be entitled to recover attorneys' fees and expenses from the losing party.

19. Survival. Sections 11, 12, 13, 14, 16, 17, 18, 19 and 20 will survive expiration or termination of this Agreement.

20. Entire Agreement: This Agreement and the attached Addendum, which are incorporated herein by reference, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will have no effect.

Selectron Technologies, Inc.

By: Todd A. Johnston

Signed: 

Title: President

Date: 9/8/05

Address: 7405 SW Tech Center Drive, Suite 140
Portland, OR 97223

Customer

By: _____

Signed: _____

Title: _____

Date: _____

Address: _____

EXHIBIT A

Pricing

Effective Dates: 12-Month Warranty begins at the completion of on-site installation

Extended Maintenance Estimate:

| Item | Dates covered | Amount | Payment Due Date |
|--------------|---------------------------------------|------------|--------------------|
| VoicePermits | October 1, 2005 to September 30, 2006 | Warranty | Included |
| VoicePermits | October 1, 2006 to September 30, 2007 | \$5,910.00 | September 15, 2006 |
| VoicePermits | October 1, 2007 to September 30, 2008 | \$6,200.00 | September 15, 2007 |
| VoicePermits | October 1, 2008 to September 30, 2009 | \$6,515.00 | September 15, 2008 |
| VoicePermits | October 1, 2009 to September 30, 2010 | \$6,850.00 | September 15, 2009 |

Notes:

- For this purpose, we will assume a October 1, 2005 warranty date on the currently scheduled System. Actual date is based on the on-site implementation and will be mutually determined with your Project Coordinator.
- The System Value for maintenance calculations is \$39,400.00.
- Maintenance estimates for future periods do not include increases to reflect additional functionality purchased.
- Maintenance estimates for future periods are not a guarantee that annual support agreements will be offered. You will receive a minimum of 12 months notice of discontinuance of annual support agreements.

Products and Licenses

VoicePermits™ Interactive Voice Response

Included Functionality:

| | |
|---------------------------|------------------------|
| Schedule an inspection | Speak Site Address |
| Cancel an inspection | Permit Based Messaging |
| Obtain inspection Results | VP Reporting Module |
| Post inspection Results | |

Server (Minimum Specifications Summary):

| | |
|---|--|
| Intel® Xeon™ Processor 3GHz | Microsoft™ Windows® 2003 Server |
| 1 GB RAM | Microsoft SQL Server |
| Two (2) 80 GB hard drive (RAID 1 mirroring) | Remote Access Software |
| CD ROM, 56K Modem, Network Card | License and hardware for (4) voice ports |

Additional Functionality

Inspection Failure Codes

Professional Voice Recording of Call Flow and System Prompts

Customer Support Contacts

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Email _____ Telephone: _____

Contact: _____ Email _____ Telephone: _____

Contact: _____ Email _____ Telephone: _____

Group Email for all three contacts: _____

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