

ORDINANCE NO. 2010-05

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE LICENSING AGREEMENT WITH SOFTWARE SOLUTIONS, INC. AND DECLARING AN EMERGENCY

WHEREAS, Council has determined it to be in the best interest of the Village of Buckeye Lake, and its residents, to approve a Software Licensing Agreement with Software Solutions, Inc.,


NOW, WHEREFORE, Be It Ordained by the Council of the Village of Buckeye Lake, State of Ohio:

SECTION 1: That a software licensing agreement is hereby approved, and the Mayor be, and he hereby is, authorized and directed to execute a Software Licensing Agreement with Software Solutions, Inc.

SECTION 2: That this ordinance is hereby declared to be an emergency measure, such measure being in the best interest of the public health, safety and welfare, and therefore, shall take effect immediately upon its passage and approval by the Mayor.

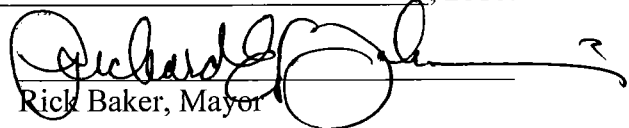
ADOPTED: 1-25, 2010.

ATTEST: 
Clerk of Council


President of Council

Date filed with Mayor: 1-25, 2010.

Date approved by Mayor: 1-25, 2010.


Rick Baker, Mayor

Approved as to form: _____
Richard S. Bindley, Solicitor

SOFTWARE LICENSING AGREEMENT

Agreement this 25th day of JANUARY, 2010, by and between SOFTWARE SOLUTIONS INC., Lebanon, Ohio (hereinafter referred to as "SSI") and the Village of Buckeye Lake (hereinafter referred to as "Licensee").

A. PURPOSE OF AGREEMENT, SOFTWARE DESCRIPTION, LICENSE FEES, AND TRAINING

1. The purpose of this Agreement is to state the terms and conditions under which SSI will grant to Licensee a nonexclusive license to use and operate certain proprietary computer programs and related documentation identified and described more fully in paragraph 2 below.
2. The computer programs which are the subject to this Agreement and the fees to be paid by Licensee therefore shall consist of the following:
See attached quote SSIQ1680-1
3. The sole computer hardware and related equipment (the "Hardware") upon which the Programs will be installed and are authorized to be operated are as follows:
Windows 2000 or XP workstations and Windows 2000 server
4. Based upon an agreed-upon training schedule and within two years after this contract is signed, SSI will make available to Licensee, four (4) days training or on-site assistance for the computer programs licensed hereunder. Additional training will be available at SSI's then current rates.

B. DEFINITIONS

1. For purposes of this Agreement, the term "SSI Programs" shall be deemed to refer to those computer programs and related documentation specifically identified and described above in Section A(2) above and all other computer programs and related documentation which SSI and Licensee agree in writing to have included under Section A(2) of this Agreement. Unless the context otherwise requires, the term "SSI Programs", as used in this Agreement, shall also include all versions, corrections, enhancements and improvements furnished or required to be furnished by SSI under or pursuant to the terms of this Agreement.
2. For purposes of this Agreement, the term "Third Party Programs" shall be deemed to refer to those computer programs and related documentation identified and described above in the attachment to this Agreement and all other computer programs and related documentation which SSI and Licensee agree in writing to have included under the attachment to this Agreement. With respect to each such additional computer program, the parties shall formally amend this Agreement to incorporate the same and shall specify any license fees or other terms and conditions unique to such program. Unless the context otherwise requires, the term "Third Party Program", as used in this Agreement, shall also include all versions, corrections, enhancements and improvements furnished or required to be furnished by SSI under or pursuant to the terms of this Agreement.
3. For purposes of this Agreement, the term "Programs" shall be deemed to refer collectively to both the SSI Programs and the Third Party Programs, as those terms are defined above.
4. For purposes of this Agreement the term "Specifications" shall be deemed to mean the specifications of the Programs set forth in the user manuals supplied to Licensee by SSI hereunder.
5. For purposes of this Agreement, the terms "Problems or Defects" shall mean any failure of the Programs to operate in substantial compliance with the Specifications.

C. LICENSE FEES AND PAYMENT TERMS

1. In consideration of the License granted hereunder, Licensee agrees to pay SSI the License Fees set forth in paragraph A2 of this Agreement according to the following schedule:
The payment for each software module is due when that module is installed. The payment for training and services is due as these are performed.
2. The License Fees set forth in this Agreement do not include any taxes. Where applicable, there shall be added to such License Fees amounts equal to any taxes (however designated, levied, or based) on such License Fees, on this Agreement or on the Programs or their use, including, but not limited to, state and local privilege or excise taxes, if applicable.

D. SCOPE AND NATURE OF LICENSE GRANTED

1. SSI hereby grants to Licensee on, and only on, the Hardware (a) a non-exclusive right to use and operate the SSI Programs subject to the terms and conditions of this Agreement, and (b) a non-exclusive right to use and operate the Third Party Programs subject to the terms and conditions of this Agreement and to SSI's rights and obligations under its license agreement(s) with the licensor(s) of the Third Party Programs.
2. It is mutually agreed that this Agreement involves a right and license for the use and operation of the Programs and that nothing contained herein shall be deemed to convey any title or ownership interest in the Programs to Licensee. It further is mutually agreed that nothing in this Agreement grants, or should be construed to grant, Licensee the right to give, market or sublicense the Programs to any third party without the express written consent of SSI.

E. TERM AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall commence effective on the date first written above and shall continue in perpetuity, unless terminated as provided in paragraphs 2 or 3 below of this Section E.
2. SSI shall have the right upon 30 days written notice to terminate this Agreement and all rights and privileges granted hereunder if:
 - (a) Licensee defaults in its obligations to timely pay the License Fees or other such charges specified in this Agreement and such default continues for a period of 30 days, or
 - (b) Licensee defaults in any other of its obligations under this Agreement and fails to cure such default within 30 days after written notice of such default to Licensee, or
 - (c) Licensee shall (i) become insolvent, however evidenced, (ii) make a general assignment for the benefit of creditors, (iii) file or have filed against it a petition in bankruptcy, for a reorganization or an arrangement or for a receiver, trustee or similar creditors' representative for Licensee's property or assets or any part thereof, or any other proceeding under any federal or state insolvency law, and the same shall not have been dismissed or discharged within 60 days of such filing.
3. Licensee shall have the right upon 30 days written notice to terminate this Agreement and all rights and privileges granted hereunder if:
 - (a) SSI defaults in any of its obligations under this Agreement (including, but not limited to, its obligations under Section F of this Agreement with respect to completing installation of

the Programs) and fails to cure such default within 30 days after written notice of such default to SSI, or

(b) SSI shall (i) become insolvent, however, evidenced, (ii) make a general assignment for the benefit of creditors, (iii) file or have filed against it a petition in bankruptcy, for a reorganization or an arrangement or for a receiver, trustee or similar creditors' representative for Licensee's property or assets or any part thereof, or any other proceeding under any federal or state insolvency law, and the same shall not have been dismissed or discharged within 60 days of such filing.

4. Within thirty days of the date of termination of this Agreement by either party for any reason, Licensee shall return to SSI the original Programs and any copies thereof in its possession, custody or control, including any and all physical embodiments, documentation, or other materials or copies related to such Programs, and shall also erase from all computer storage any image or copies thereof. Contemporaneously with the return or destruction of such property, Licensee shall certify in writing to SSI that the original and all copies of such property have been returned to SSI or destroyed. The parties hereto understand and agree that it is the purpose of this paragraph E(4) to protect SSI's and certain third party licensors' proprietary interest in the Programs and to prevent the unauthorized copying or use of the Programs after termination of this Agreement. In accordance with that purpose, the parties further understand and agree that nothing contained in this paragraph E(4) shall be construed to bar or prohibit Licensee from retaining after termination of this Agreement copies of reports, listings or other forms of computer printed output which consist of Licensee's own processed or raw data or other such information in which SSI or third party licensors have no proprietary interest.

5. Licensee understands and agrees that in the event of termination of this Agreement by either party for any reason other than a default by SSI of its obligations hereunder, all license fees or other such charges already paid by it to SSI hereunder as of the date of termination are nonrefundable and shall be retained by SSI as at least partial compensation for the services provided and rights granted by SSI hereunder while this Agreement was in effect.

6. Notwithstanding any termination of this Agreement for any reason, the terms and conditions set forth in Section G (Limited Warranty and Disclaimer), H (Limitation on Liability and Remedies), I (Intellectual Property Rights), and J (General) of this Agreement shall survive and continue to bind the parties and their legal representatives, successors, heirs and assigns.

F. INSTALLATION AND ACCEPTANCE

1. SSI will use its best efforts to commence installation of the Programs as expeditiously as reasonably possible. Licensee understands and agrees, however, that time required for installation of the Programs is subject to factors not entirely within the control of SSI and can only be estimated at this time. SSI shall not be liable for loss or expense of any nature due to a failure to meet a specified installation date or an unanticipated delay in completion of installation.

2. SSI promptly will notify Licensee in writing of the date on which it considers a Program to be completely installed and ready for full use and operation by Licensee. Each Program shall be deemed to be "installed" for purposes of this Agreement (specifically including, but not limited to, for purposes of commencing the limited warranty period set forth in Section G of this Agreement) as of such date regardless of whether any notice of alleged incompleteness has been given by Licensee pursuant to paragraph 3 below of this Section F.

3. Upon receipt of the written notice of installation completion referred to in paragraph 2 above of this Section F, Licensee shall have a reasonable time, not to exceed thirty (30) calendar days, to notify SSI in writing of any and all respects in which it believes installation of the Program is not complete. Licensee understands and agrees that its failure to timely give such notice shall constitute acceptance by Licensee that the Programs have been properly and completely installed.

4. Upon timely receipt by SSI of the notice referred to in paragraph 3 above of this Section F, SSI promptly will either (a) correct the alleged deficiencies identified by Licensee as preventing the Program from being properly and completely installed, and/or (b) notify Licensee in writing which of such alleged deficiencies it believes either do not exist or otherwise do not render the installation of the Program incomplete.

5. In the event that SSI gives Licensee notice pursuant to paragraph 4(b) above of this Section F, Licensee shall have a reasonable time, not to exceed ten (10) calendar days, either to (a) accept the Program as properly and completely installed or (b) notify SSI in writing that it demands that the Licensee Fees it has paid to SSI under this Agreement for the Program be refunded. In the event that Licensee demands such a refund, Licensee agrees upon receipt of such refund to return the Program to SSI and to waive any rights or claims it might otherwise have hereunder relating to such Program. Licensee further agrees that its failure to timely give SSI such a demand for a refund of License Fees will be deemed to constitute agreement by Licensee that the Program has been properly and completely installed.

6. The parties hereto understand and agree that it is the primary purpose of the Section F to establish the dates of completion of installation and acceptance of the Programs for purposes of this Agreement. In accordance with that purpose, the parties further understand and agree that nothing contained in this Section F shall be construed to bar or otherwise limit Licensee's limited warranty rights under Section G of this Agreement with respect to subsequently occurring Problems or Defects in the Programs which are discovered after the dates of completion of installation and acceptance of the Programs.

G. LIMITED WARRANTY AND WARRANTY DISCLAIMER

1. With respect to the SSI Programs only, SSI warrants to Licensee that for a period of 180 days after the installation of the software, each SSI Program will function in accordance with the Specifications if the Programs are properly used and not modified by anyone other than SSI.

2. With respect to the Third Party Programs, SSI agrees to use reasonable efforts to correct and/or cause to be corrected any Problems or Defects in such Third Party Programs. SSI further agrees to assign to Licensee as a third party beneficiary during the term of this Agreement any and all warranties (if any) to SSI by the third party licensors of such third party programs.

3. Licensee understands and agrees that the Programs, like all other such computer software, are of such complexity that they may have inherent or latent Problems or Defects and agrees that SSI's sole responsibility under this limited warranty provision is to correct and/or use its best efforts to correct such

Problems or Defects, if and when they occur, in accordance with paragraphs 1 and 2 above of this Section G. Licensee agrees that during this limited warranty period it will give to SSI prompt written notice of any Problems or Defects experienced by Licensee with the Programs which Licensee believes are covered by this limited warranty provision. Licensee further agrees that the failure to timely give such written notice shall not be deemed to constitute a breach of this Agreement, but shall be deemed to constitute a waiver of any claim by Licensee against SSI hereunder based upon such alleged Problem or Defect with the Programs. For purposes of this notice requirement, Licensee acknowledges and agrees that notice of an alleged Problem or Defect with the SSI Programs shall be deemed untimely if more than one week has elapsed since the date this limited warranty period has expired.

4. LICENSEE ACKNOWLEDGES AND AGREES THAT IN THE EVENT SOURCE CODE FOR THE PROGRAMS IS MODIFIED IN ANY WAY BY ANYONE OTHER THAN SSI WITHOUT THE EXPRESS WRITTEN CONSENT OF SSI, WHETHER OR NOT SUCH SOURCE CODE WAS PROVIDED BY OR ACQUIRED FROM SSI, THE LIMITED WARRANTY PROVIDED HEREUNDER SHALL IMMEDIATELY BE TERMINATED, VOID AND OF NO EFFECT, AND ANY FURTHER USE OR OPERATION OF SUCH PROGRAM WILL BE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

5. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

H. LIMITATION ON LIABILITY AND REMEDIES

1. In all situations involving performance or nonperformance of a Program accepted by Licensee and in any way warranted under this Agreement, Licensee's sole remedy is (a) as to each SSI Program, to receive the correction by SSI in accordance with the terms and conditions of Section G(1) of this Agreement of identifiable Problems or Defects which are preventing such SSI Program from operating as warranted, and as to each Third Party Program, to receive reasonable efforts by SSI to correct or cause to be corrected in accordance with the terms and conditions of Section G(2) of this Agreement of identifiable Problems or Defects which are preventing such Third Party Program from operating as warranted, or (b) at SSI's option and expense, if after reasonable efforts SSI is unable to make that Program operate as warranted, to receive a replacement by SSI of that defective Program.

2. For any claim concerning performance or nonperformance by SSI pursuant to, or in any way related to the subject matter of this Agreement (including, but not limited to, any claim that SSI has failed to satisfy its repair and/or replacement obligation under paragraph 1 above of this Section H), Licensee shall be entitled to recover only its actual damages (specifically excluding, however, any indirect, incidental and/or consequential damages excluded by paragraph 3, below, of this Section H) up to, BUT NOT IN EXCESS OF: (1) the total License Fees paid by it to SSI under the terms of this Agreement, or (2) the sum of \$20,000.00, whichever is greater. It is understood and agreed to by Licensee that the foregoing limitation on damages is fair and reasonable adjustment to the uncertain and difficult-to-ascertain damages which might flow from a breach of this Agreement and is not intended to be a penalty, but rather is intended to limit Licensee's recovery of damages hereunder to a reasonable proportion of the damages it may sustain and to be a reasonable allocation by the parties of the business risks inherent in this, as well as any other, contract.

3. SSI SHALL NOT BE LIABLE TO LICENSEE, ITS EMPLOYEES, AGENTS OR CUSTOMERS, OR TO ANY THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, INJURY TO PROPERTY, DEATH OF OR INJURY TO ANY PERSON, ANY AND ALL LOSS OR DAMAGES CAUSED BY OR RESULTING FROM FAILURE DUE TO ANY ERROR, INTERRUPTION OR OTHER MALFUNCTION OF OR DEFECT IN THE PROGRAMS, OR ANY OTHER SUCH INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES ARISING IN ANY WAY FROM PERFORMANCE OR NONPERFORMANCE BY SSI OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

4. LICENSEE UNDERSTANDS AND AGREES THAT IT IS AND SHALL BE SOLELY RESPONSIBLE FOR ESTABLISHING AND MAINTAINING A PROCEDURE FOR RECONSTRUCTION AND/OR RECOMPILATION OF ANY AND ALL DATA OR INFORMATION LOST OR DESTROYED DURING THE USE, OPERATION, TRANSPORT OR STORAGE OF THE PROGRAMS AND THAT SSI SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES CAUSED BY OR ARISING FROM SUCH LOST OR DESTROYED DATA OR INFORMATION WHICH COULD HAVE BEEN AVOIDED OR PREVENTED HAD CUSTOMER PROPERLY CARRIED OUT ITS RESPONSIBILITY HEREUNDER.

5. Neither party shall be liable to the other in any manner for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance by it due to any cause or circumstance beyond its control, including, but not limited to, any failures or delays in performance caused by strikes, lockouts, labor disputes, fires, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the laws, regulations, orders or policies of any governmental authority, delays in transit or delivery on the part of transportation companies, communication facilities or failures of source of raw materials.

6. No action, regardless of form, arising out of or in any way related to the subject matter of this Agreement, may be brought by either party more than two years after the cause of action has arisen; provided, however, that this limitation shall not apply to any action brought by SSI hereunder for infringement of any of its intellectual property rights in the Programs, which action may be brought by SSI within the period prescribed by the applicable statute(s) of limitations. Any action arising out of or in any way related to the subject matter of this Agreement shall be brought only in a court located in Warren County, Ohio (if the action is brought in state court) or in the Southern District of Ohio, Western Division (if the action is brought in federal court) and any action commenced in such courts shall not be transferred or removed to any other state or federal court. It is understood and agreed that the purpose of this forum selection clause is not to try to oust any other courts from jurisdiction, but rather to establish the consent of the parties to the exercise of jurisdiction by the above-named courts and to establish such courts as their freely negotiated choice of forum for all actions arising out of or in any way related to the subject matter of this Agreement.

I. INTELLECTUAL PROPERTY RIGHTS

1. Licensee understands that the Programs, and any and all versions, corrections, enhancements and improvements to the Programs, include confidential data and know-how which are claimed as trade secrets or other proprietary information by SSI and/or the licensors of the Third Party Programs. Licensee will take adequate steps and security precautions to prevent unauthorized disclosure of information which is

proprietary to SSI and/or the licensors of the Third Party Programs (and which has been so identified to Licensee by SSI) and to maintain the Confidentiality of such information, including but not limited to: (a) limiting disclosure only to employees of Licensee having a genuine need to know; (2) instructing its employees having access to such information not to copy or duplicate the same or any part thereof and to withhold disclosure or access or reference thereto from unauthorized third parties; and (3) effecting sufficient security measures to safeguard such information from theft or from access by unauthorized parties.

2. Each party hereto understands and agrees that, in addition to the information contained in the Programs themselves, it may from time to time furnish to the other information and documentation for the purpose of supporting the Programs which is confidential and/or proprietary in nature. Each party agrees to take reasonable precautions to prevent disclosure of information which is proprietary to the other and which is clearly so identified, at minimum to the same extent that it protects its own proprietary information. The obligations of this subsection shall not extend to any items which now or hereafter may be in the public domain (a) in the case of information of Licensee, by acts or omissions not attributable to SSI or (b) in the case of information of SSI, by acts or omissions not attributable to Licensee or its customers. It further is agreed that all such proprietary information so furnished to the other in written form will be returned to the supplying party at its request when its further retention by the other is no longer necessary or upon written demand by the supplying party.

3. All natural and statutory rights and powers which arise out of this Agreement, whether in the nature of copyrights, trade secrets, trademarks, service marks, trade names or patents (hereinafter jointly and severally sometimes called "Intellectual Property Rights"), in the Programs shall be and remain in the title of SSI and at its exclusive disposal. SSI reserves the right to use any such rights and powers in the same or other combination or permutation when writing programs for others.

4. Licensee agrees that it may copy or reproduce Programs only to the extent reasonably necessary for normal backup purposes and only provide that all such copies and reproductions carry the appropriate copyrights, proprietary information and/or trademark notices of SSI and/or the licensors of the Third Party Programs.

5. Licensee recognizes that SSI represents itself and the licensors of the Third Party Programs as having the Intellectual Property Rights (either registered or unregistered) relating to the Programs and Licensee will not directly or indirectly dispute or contest the validity of such rights, or directly or indirectly assist any person in disputing or contesting such rights.

J. GENERAL

1. All notices, requests and demands required or permitted to be given hereunder shall be deemed sufficient only if in writing and hand delivered or mailed by certified or registered mail, to the appropriate party hereto at the address set forth in the signature line below.

2. Nothing in this Agreement shall in any way be construed as creating a partnership, joint venture, agency or employer-employee relationship between Licensee and SSI. Licensee is not authorized to, and shall not undertake or assume, any obligation of any kind, express or implied, or to conduct any business, on behalf of SSI.

3. The validity, interpretation and performance of this Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, including but not limited to, the provisions of the Uniform Commercial Code as adopted and codified by the State of Ohio.

4. If any provision, in whole or in part, of this Agreement is held illegal or invalid by any court or administrative agency of appropriate jurisdiction, such provision or appropriate portion thereof shall be deemed severable and the illegality or invalidity of such provision or portion thereof shall not affect any of the remaining provisions of this Agreement. In such event, this Agreement shall be construed as if the illegal or invalid provision, or portion thereof, had not been contained in this Agreement.

5. The failure of either party to require the performance of any term, condition or provision of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent enforcement of such term, condition or provision nor be deemed a waiver of any subsequent breach.

6. Any change in, addition to or waiver of the terms, conditions or provisions of this Agreement shall be binding upon either of the parties only if approved in writing by its authorized representative.

7. Licensee shall have the right to assign or otherwise transfer its rights or obligations under this Agreement only with the prior written consent of SSI. In the event of any assignment (whether by consent, operation of law, or otherwise), all covenants, stipulations and promises in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

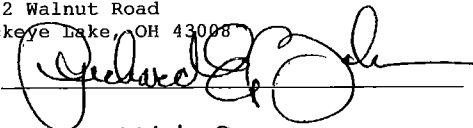
8. EACH PARTY ACKNOWLEDGES THAT HE OR ITS AUTHORIZED REPRESENTATIVE HAS READ THIS AGREEMENT, REVIEWED IT WITH COUNSEL, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, EACH PARTY AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

IN WITNESS WHEREOF, SSI and Licensee have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first written above.

Software Solutions, Inc.
420 East Main Street
Lebanon, Ohio 45036

Village of Buckeye Lake
5192 Walnut Road
Buckeye Lake, OH 43008

By: _____

By:  _____

Title: _____

Title: MAYOR



Phone: 1-800-634-5644 - Fax 513-932-4058 - Email: sales@ssi-software.com

QUOTE

Date	Rep	Quote #
11/20/09	Sheila	SSIQ1680-01

Sold To: Buckeye Lake, Village of
 Tim Matheny
 P.O. Box 27
 Buckeye Lake, OH 43008

Ship To: Buckeye Lake, Village of
 Tim Matheny
 P.O. Box 27
 Buckeye Lake, OH 43008

Phone:
Fax:

Phone:
Fax:

P.O. Number	Ship Via

Qty	Description	Unit Price	Ext. Price
SSI Utility Billing Software			
1	S-EGP-UB Utility Billing		
Single User - (additional users can be added at anytime)			
1	S-EGP-WO Work Orders - single user		
1	WRDRC11-ODB Crystal Reports Standard Edition with one ODBC seat and a startup library of reports		
1	S-ODBC-CR Credit ODBC Seat		
	SubTotal		\$10,295.00
Discount			
1	Discount for NEW customer		
	SubTotal		-\$3,603.00
SSI Backflow Device Management			
1	S-EGP-BACKFLO W Backflow Device Management		
1	Special Promotion - No Charge		
	SubTotal		\$0.00
Professional Services			
1	S-EGP-INSTALL SSI Access License (First user)		
4	TRAINING On-site training and configuration (per day) - includes onsite assistance on 1st live billing!		



Quote #
SSIQ1680-01

Sold To: Buckeye Lake, Village of
 Tim Matheny
 P.O. Box 27
 Buckeye Lake, OH 43008

Qty	Description	Unit Price	Ext. Price
1	S-INT-HH Meter Read Interface - Sensus Flexnet		
1	S-SMART SSI Bill Processing Interface with Smartbill		
SubTotal			\$9,786.00
Data Conversion			
1	S-EGP-CONV2 eGovProfessional Conversion - Import basic customer data from Excel spreadsheet	\$2,500.00	\$2,500.00

Software has a 6 month warranty. Annual support will begin after the warranty period and will be \$4652 for the first year.

1	HW Req.	RECOMMENDED HARDWARE MINIMUMS: *Workstations: Pentium II - 300 Mhz; 64 mg of Ram; Windows 2000, and Windows XP Professional *Server: Operating System - Novell 4.1.1, Windows NT 4.0 with service pack 6, or Windows 2000 or 2003;256 mg of ram;at least 1 GB of available disk space *Operating System: eGovProfessional is designed to work with business operating systems only. Therefore, Windows ME and Windows XP Home are not supported.	\$0.00	\$0.00
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OTHER NOTES:

For problem diagnosis by our support team, dial-up modem or high speed remote access is required. PCAnywhere will be installed on your network to control the session.

eGovProfessional comes complete with ODBC tables. Each workstation using the ODBC tables (via Crystal Reports, Access, Excel, etc.) requires an ODBC seat.



Quote # SSIQ1680-01

Sold To: Buckeye Lake, Village of
 Tim Matheny
 P.O. Box 27
 Buckeye Lake, OH 43008

Unit Price	Ext. Price
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Qty	Description
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Payment Plan Option for Buckeye Lake:

Due upon Installation of Software - \$ 6326
Due in September 2010 - \$ 6326
Due in March 2011 - \$ 6326

TOTAL	\$18,978.00
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Software prices quoted are valid for 90 days.

Hardware prices are guaranteed 30 days from the date of quote. Availability of products is subject to SSI's ability to obtain like products from our vendors.