

**Accessible Solutions Inc.**  
840 North Cocoa Blvd., Suite D  
Cocoa, FL 32922  
(321) 454-6944  
[www.accessiblesolutions.com](http://www.accessiblesolutions.com)



## El Paso County Community Services - ServTracker® Contract

Quote # JP000675 Version 5

Prepared for:  
El Paso County Community Services

Prepared by:  
Jordan Phillips

## GENERAL TERMS AND CONDITIONS

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### ACCESSIBLE SOLUTIONS, INC.

The Terms and Conditions of this contract shall prevail notwithstanding any variations from the Terms and Conditions of any past or present order by the Licensee for software licensing maintenance services and may not be changed or terminated orally. No terms, conditions, deletions, modifications, or other understandings, oral or written, in any way purporting to vary these terms and conditions, whether contained in Licensee forms or elsewhere, shall be binding upon ASI unless approved in writing and signed by ASI.

Each section, part, term, and provision of this contract shall be considered severable and if, for any reason, any section, part, term, or provision herein is determined to be invalid, contrary to, or in conflict with any existing or future law or regulation of a court of agency having valid jurisdiction, such shall not impair the operation nor affect the remaining portions, sections, parts, terms, or provisions of this contract, and the latter will continue to be given full force and effect and bind the parties hereto, and said invalid section, part, term or provision shall be deemed not to be a part of this contract.

1. **TERM:** This contract is effective from the Commencement Date and shall continue for an initial term of one year. The Commencement Date is defined as the point in time when all parties have signed this agreement and ASI has received the deposit as specified herein. To assure continuity of service, this contract will be renewed automatically on a month-to-month basis at the appropriate rate for the next period.

Rates will be reviewed on an annual basis with rate increases not to exceed 5%. ASI may change the prices or other terms and conditions provided hereunder after the expiration of a sixty (60) day written notice is sent to the Licensee at the conclusion of the initial annual contract term or anytime thereafter. All charges are exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future.

2. **SECURITY INTEREST:** The Licensee grants to ASI, and ASI retains, a security interest in all software. ASI may file any order resulting from this quotation as a financial statement. In the event of failure to make payment on the due date in accordance with terms designated, the entire balance shall become due and payable at once. In case of default of payment, ASI shall have the right to terminate the access to your account. The Licensee agrees to pay ASI reasonable attorney fees and legal expenses of collection and that the same are secured by the security interest granted herein.
3. **LIMITATION OF WARRANTY AND REMEDIES:** The warranty shall be in effect for the full term of the license contract. All warranty periods are from the contract effective date. Warranty service is available during normal ASI working hours, generally Monday through Friday from 8am to 6pm ET. Services not covered by ASI's maintenance and support will be invoiced at the prevailing ASI labor rates. ASI shall not perform or invoice Licensee for such additional services without Licensee's prior written approval.

ASI shall not be liable for any indirect, incidental, economic, or consequential loss or damage to the licensee or use of the software arising out of the failure of the product to operate, non-performance or delay in performance of the terms and conditions herein, where such non-performance or delay is due to acts of nature, wars, riots, or any unforeseen event beyond its control.

ASI warrants that the software and all modifications and customizations to the software made pursuant to this Agreement will be free from defects and will operate and perform as described in the published specifications, and that the software does not infringe upon the intellectual property rights of any other third party. ASI warrants that it is the owner of the Software or otherwise has the right and authority to license the Software as set forth in this Agreement. ASI will indemnify and hold Licensee, its officers, employees, and agents harmless from and against all such infringement claims, losses, suits and damages. This warranty is effective only if the Licensee is in good standing with the payment of all licensing fees.

Except for the express warranties stated in this contract, ASI disclaims all warranties, expressed implied, including statutory warranties and including all implied warranties or merchantability and for a particular purpose and for workmanlike service.

4. **AS-IS SOFTWARE:** The Licensee hereby acknowledges that the software system covered by this contract is a Commercial Off The Shelf (COTS) package and therefore its functionality is limited to what has been presented prior to the execution of this contract. The software presented is a subset of the total base functionality of the system. However, any forms, reports, data, or other functionality outside of what has been presented, or of the base system, is not included nor implied unless specifically defined in this contract.
5. **LIMITATION OF LIABILITY:** Licensee and ASI acknowledge and agree that the license price has been negotiated in consideration of their agreement to limit certain liabilities of ASI. Accordingly, in no event is ASI liable for any special, consequential, economic, indirect or incidental damages, however caused; including but not limited to loss of profits, business or property; resulting loss of data, loss of use of the products or loss of products, even if advised of the possibility of such damage. This limitation of liability applies regardless of the form of action, whether in contract or tort, including negligence.

Also, ASI shall not be liable for any breach caused by a *Force Majeure* Event as defined in the Terms and Conditions of this contract. In no event shall ASI be liable for any breach for which Licensee or anyone in the employ or contract with Licensee (other than ASI) or in reasonable control or prevention of Licensee is a contributing cause. Accordingly, in the case of potential liability for breach of security resulting in Licensee's data being compromised, clear and convincing evidence must be produced that the data was stolen directly from the servers of ASI by a third party unrelated in any respect to the Licensee or the agents, vendors, or those with any direct relationship with Licensee. In any case, the total liability of ASI for damages arising out of or in connection with the breach in identity of Licensee's clients shall be limited to ***the limits of professional liability insurance carried by ASI or in the absence of such insurance, liability shall be limited*** to the lesser of \$10,000 or the total of the fees (excluding expenses) due ASI under the contract.

6. **FORCE MAJEURE:** ASI may suspend its performance in accordance with this contract in the event of a *Force Majeure* Event. If a *Force Majeure* Event prevents ASI from effecting a cure of a breach existing on the date of the occurrence of the *Force Majeure* Event, the cure period provided under this contract with respect to the breach is extended on a day-for-day basis for so long as the *Force Majeure* Event continues. If suspension of performance of ASI for cause of a *Force Majeure* Event continues for a period of more than thirty(30) days, either party is entitled to terminate this contract by giving notice to the other party pursuant to the notice provisions of this contract. Following termination of this contract due to a *Force Majeure* Event, neither party has any further obligation to perform under this contract or to make any further payments other than payments due and owing before the termination date. Any *Force Majeure* Event affecting subcontractors or third party contractors of ASI constitutes a *Force Majeure* Event affecting ASI. If there is an act or event that constitutes a *Force Majeure* event under the contract between ASI and any subcontractor or third party contractor, as the case may be, then that act or event is a *Force Majeure* Event as to ASI. A *Force Majeure* Event means war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist act, military action, epidemic, famine or plague, shipwreck, action of a court or public authority, strike, Change in Law, or any action beyond the control

of ASI. "Change in Law" means any of the following:

- Any adoption after the date of this contract of any law, statute, act, ordinance, rule, regulation, requirement or order of any national, state or local government, or any agency, commission or other body or their instrumentalities (collectively, "Laws") affecting ASI.
- Any change after the date of this contract in any Law or in its interpretation or administration by any governmental instrumentality affecting ASI.
- Any requirement to obtain any permit, approval, consent, license or other authorization not required on the date of this contract, or any amendment or attachment to any permit, approval, consent, license or other authorization required on the date of this contract of any terms or conditions that have an adverse effect on the rights or the performance of ASI of its obligations under this contract.

7. **GENERAL:** Any provision of a contract resulting from a quotation prohibited by the law of any state shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of the contract. ASI shall not be bound by statements or promises made by any representative of ASI which are not stated in and made a part of a quotation or contract.
8. **TAXES, LICENSES AND PERMITS:** The Licensee is responsible for obtaining all licenses and permits and for paying all applicable taxes and fees.
9. **CANCELLATION:** In the event that the Licensee cancels this contract without *just cause* prior to the initial twelve month term, Licensee shall be liable to ASI for an amount equal to 50% of the remaining **contract value** in addition to the fees for work already completed by Accessible Solutions, Inc. This amount shall be construed as **LIQUIDATED DAMAGES** representing any approximation of all administrative, engineering, and any other costs incurred by ASI in reliance upon the contract, not as a penalty. ASI's rights under this clause shall be in addition to all other rights and remedies available to it in law or equity and shall not be construed as ASI's damages in any way recoverable as a result of Licensee's breach.

Notwithstanding the forgoing, after the initial twelve month term, Licensee may at its option, elect to cancel this License Agreement and the Maintenance Agreement, by providing written notice to ASI at least 30 days prior to the end of the current term. In such event, Licensee shall have no further obligation to ASI after the end of the current term.

If either party shall neglect or fail to perform any of its obligations under this contract, and such failure continues for a period of sixty (60) days after written notice thereof, the other party shall have the right to terminate this contract immediately.

**Just cause** is defined as either the software not performing as designed or support and maintenance is no longer provided in accordance with the maintenance and support agreement. The validity of just cause for any other reason will need to be determined by a court of law.

**Contract value** is defined as all of the one-time fees as well as the monthly and/or annual licensing fees outlined herein.

10. **PAYMENT TERMS:** A down payment, consisting of first and last month license fees, hardware fees and all initial license fees, is required for the licensing of ASI software. Payment in full is due upon receipt of each monthly invoice thereafter. Monthly invoicing will occur by the 15<sup>th</sup> of the month prior to the services received and payment is expected by the 1<sup>st</sup> of the month. The effective date for the commencement of the monthly fees shall be the month in which the

first training session is held and access to the software has been made available.

Additional fees that are part of the contract, such as data conversion, software customization, project management and training will be billed 50% upfront and the remaining 50% upon completion of the work, due Net 30.

In the event payment is not received according to terms, ASI may, at its discretion, assess interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is lower. The Licensee also agrees to pay reasonable and customary legal fees or agency commissions sustained by ASI in pursuit of past due payments.

11. **CHOICE OF LAW/VENUE/INTERPRETATION** It is the intention of the parties that the laws of Florida shall govern the validity of this contract, the construction of its terms, and the interpretation of the rights and duties of the parties, and venue for any legal or other proceeding shall be in Brevard County, Florida, or the Middle District of Florida. All the terms and provisions of this contract shall be binding on and inure to the benefit of ASI and be enforceable by the ASI and its successors and assigns. The interpretation of this contract shall not be construed against the drafter of this contract.
12. **ASSIGNMENT.** Neither this contract nor any right created by this contract shall be assignable by Licensee. Nothing in this contract expressed or implied, is intended to confer on any person, other than the parties and their successors, any rights or remedies under or by reason of this contract. The parties are not, and shall not be considered as joint ventures, partners, franchisor-franchisee, agents, or servants of each other and neither shall have the power to bind or obligate the other except as set forth in this contract.
13. **OWNERSHIP OF DATA.** Licensee shall have all right, title and interest in licensee's data and may request a copy of said data from ASI at any time. ASI will make available licensee's data in the format as it exists while in the care of ASI.
14. **CONFIDENTIALITY AND NON DISCLOSURE.** WHEREAS, the parties wish to protect, pursuant to this Agreement, such information. NOW, THEREFORE, the parties, intending to be legally bound hereby, agree as follows:
- a. This Agreement shall apply to all Confidential Information disclosed by or on behalf of (i) ASI to Licensee or (ii) Licensee to ASI (including, without limitation, each party's officers, directors, employees, agents, and other representatives) whether specifically marked "**Confidential**" or not.
  - b. The parties acknowledge and agree that "Confidential Information" means information in whatever form disclosed hereunder, including, without limitation, written, visual, audible or oral, includes, without limitation, (i) information concerning any of a party's customers, clients, or vendors; (ii) information referring to, discussing, or in any way related to a party's business condition, strategies or initiatives, systems, processes, and/or policies; (iii) proprietary technology and systems; and (iv) any other information that a party designates as confidential. The parties further acknowledge and agree that "Confidential Information" also includes any reports, notes, summaries, abstracts, or drafts of Confidential Information or of oral presentations, reports, or discussions referring to, describing, elaborating upon, or otherwise relating to Confidential Information.
  - c. Each party hereto acknowledges that, in connection with the Proposed Transaction, the other party has provided, and from time to time may continue to provide, Confidential Information to the other party in confidence and solely for the purpose of evaluating, negotiating, or otherwise discussing the Proposed Transaction. Each party represents and warrants that it has treated, and will continue to treat, all Confidential Information of the other party as confidential and secret and that it has not disclosed or permitted access to, and will not disclose or permit access to, such Confidential Information except as permitted under this Agreement. Each party acknowledges and agrees that (i) each party claims and reserves all rights afforded under all applicable privacy, intellectual property, and trade secret laws, regulations, and rulings in all Confidential Information furnished to the other party; (ii) a party is granted only a limited right of use of Confidential Information, as specified above, which



right is revocable at will by the party granting such use and not coupled with any interest in the Confidential Information; (iii) this Agreement shall not affect any transfer of right, title, or interest in or to any Confidential Information; (iv) a party shall not assert any right, title, or interest in any Confidential Information of the other party; and (v) neither party grants any license under any patents, trademarks, service marks or copyrights under this Agreement.

- d. Each party hereto agrees: (i) to protect any and all Confidential Information from unauthorized use or disclosure with at least the same degree of care such party uses to protect its own confidential information of a similar nature but at all times shall use at least reasonable care; (ii) to use the Confidential Information only for the purpose(s) expressly set forth in, and in accordance with, the terms of this Agreement; (iii) not to copy or reproduce any Confidential Information in any form, except to the extent contemplated by this Agreement; (iv) not to disclose to or otherwise permit any third person or entity access to any Confidential Information except with prior written consent of the party owning such Confidential Information; (v) to limit disclosure of Confidential Information to those employees, agents, or other representatives of a party who are necessary for and involved in that party's performance of its obligations under this Agreement; (vi) to ensure that any of a party's employees, agents, or other representatives who receive or obtain Confidential Information are advised of the nature of the Confidential Information and of the obligations such party has undertaken with respect to such information under this Agreement and agree to comply with these obligations; and (vii) to take any and all other steps necessary to safeguard Confidential Information against unauthorized access or disclosure. Each party further agrees that, to assist the other party in identifying any access, disclosure, or use of Confidential Information in a manner inconsistent with the provisions of this Agreement, each party shall, upon request, inform the other party of all individuals or entities to whom Confidential Information has been disclosed or who otherwise have been afforded access to Confidential Information.
- e. Information of a party shall not be deemed Confidential Information if (i) it is already, or otherwise becomes, known to the public other than as a result of any act or omission of the other party, its officers, directors, employees, agents, or other representatives; (ii) it is lawfully received from a third party having the right to disseminate the information without restriction on disclosure; or (iii) it is voluntarily furnished to others by the party owning such Confidential Information without restriction on disclosure. A party shall notify the other party immediately, both orally and in writing, of any known possession, use, or knowledge of any Confidential Information by any person or entity other than those authorized under this Agreement to receive the information.
- f. Upon a party's (the "Disclosing Party") request or termination of the parties' negotiations or discussions, whichever occurs first, the other party (the "Receiving Party") shall voluntarily surrender all Confidential Information of the Disclosing Party in the Receiving Party's possession, custody, or control (including, without limitation, the possession, custody, or control of any of the Receiving Party's officers, directors, employees, agents, or other representatives), including, without limitation, any drafts, copies, or other non-originals, or destroy, at the Disclosing Party's option.
- g. Each Receiving Party acknowledges and agrees that the Disclosing Party operates in a highly regulated and competitive environment; and that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury to the Disclosing Party which will be difficult to measure with certainty or to compensate through money damages. Accordingly, the Receiving Party agrees that injunctive or other equitable relief shall be appropriate in the event of any breach by the Receiving Party of any part or parts of this Agreement, in addition to such other remedies as may be available at law.
- h. The Receiving Party acknowledges and agrees that neither the Disclosing Party, nor its officers, directors, employees, agents, or other representatives (the "Related Parties") has made or will make any representation concerning the accuracy or completeness of Confidential Information; and that neither the Disclosing Party nor any Related Party shall have any liability whatever to the Receiving Party resulting from the Receiving Party's use of Confidential Information.

- i. The Receiving Party shall not use the names, trade names, service marks, trademarks, trade dress, or logos of the Disclosing Party in publicity releases, advertising, or any other external communications or public disclosures without the Disclosing Party's prior written consent.
- j. The Receiving Party shall indemnify, defend, and hold the Disclosing Party and Related Parties harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage (together "Liability"), including, but not limited to, any reasonable attorneys' fees and costs, that the Disclosing Party or Related Parties may incur arising out of or relating to the Receiving Party's breach of any provision of this Agreement.
- k. This Agreement is effective immediately. The rights and obligations under this Agreement shall survive its termination and the termination of any negotiations or discussions between the parties in any event for a period of two (2) years.
- l. In evaluating, negotiating, or discussing the Proposed Transaction, or in performing its obligations under any agreement to consummate the transaction, each party shall act solely in the capacity of an independent contractor and not an agent, servant, employee, or representative of the other party or any related entity. Consequently, each party will not have, and will not make any statement or take any action that might cause any third party to believe the other party has, the authority to transact any business, enter into any agreement, or in any way bind or make any commitment on behalf of the first party or any affiliated entity unless expressly authorized in writing by a duly authorized officer of the first party.
- m. No delay or omission by a party to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by a party of any of the provisions of this Agreement shall not be construed to be a waiver of any succeeding breach thereof or of any other provision.
- n. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to choice of law principles.
- o. This Agreement constitutes the entire Agreement between the parties with respect to its subject matter and there are no understandings or agreements relative to that subject matter other than those that are explicitly expressed herein.
- p. A party shall not partially or completely assign, delegate, subcontract, or otherwise transfer any of its rights or obligations except with the express, prior written consent of a duly authorized officer of the other party.
- q. This Agreement may be altered, amended, or otherwise changed only by a written instrument signed by authorized officers of both parties.
- r. Nothing in this Agreement shall obligate either of the parties to consummate the Proposed Transaction or otherwise enter into any business relationship. Each party claims and reserves the right, in its sole discretion and judgment, to terminate all negotiations and discussions with the other.
- s. All Confidential Information remains the property of the Disclosing Party and no rights to Confidential Information are granted or implied by this Agreement.
- t. Except as may be required by law, the parties agree not to disclose to any person the fact that discussions or negotiations are taking place between the two parties without the prior written consent of the other party.

## LICENSING FEES AND SIGNATURES

Contract fee includes: software licensing, web hosting, maintenance, and initial license fee for all of the items, including goods and services, listed below.

### Monthly Licensing Fees - Based on Annual Billing

Description	Price	Qty	Ext. Price
<b>ServTracker License Fee (Users)</b> STLO.010  The quantity listed represents 20 ServTracker User licenses at the rate of \$61.00 per user per month for a 12 month billing period.	\$61.00	240	\$14,640.00
<b>Mobile Meals App</b> (Max Number of Routes)  The quantity listed represents 20 ServTracker Mobile Meals licenses at the rate of \$5.00 per route per month for a 12 month billing period.	\$5.00	240	\$1,200.00
<b>Mobile Meals Dashboard</b> Mobile Meals Dashboard	\$0.00	1	\$0.00
<b>ServTracker Route Optimization</b> (Max Number of Routes)  The quantity listed represents 20 Route Optimization Licenses at the rate of \$1.75 per user per month for a 12 month billing period.	\$1.75	240	\$420.00
<b>ServTracker Touch Application (Number of Centers)</b> Agency is required to provide ASI with a static outward facing IP address for each site where ServTracker® Touch is installed. This can be secured from your internet service provider (ISP).  The quantity listed represents 3 ServTracker Touch licenses at the rate of \$52.50 per site per month for a 12 month billing period.	\$52.50	36	\$1,890.00
<b>Subtotal:</b>			<b>\$18,150.00</b>



## One Time Fees

Description	Price	Qty	Ext. Price
<b>ServTracker Setup Fee (Users)</b> STLO.010	\$300.00	20	\$6,000.00
<b>Mobile Meals App Setup Fee</b> Mobile Meals App Setup Fee	\$250.00	1	\$250.00
<b>Touch Screen Monitor</b> (Per Monitor)	\$700.00	3	\$2,100.00
<b>Shipping</b> Shipping	\$40.00	1	\$40.00
<b>Subtotal:</b>			<b>\$8,390.00</b>

## Professional Services

Description	Price	Qty	Ext. Price
<b>Project Management - ServTracker</b> Project Management	\$110.00	5	\$550.00
<b>Training - Virtual</b> (Number of Hours)	\$90.00	16.25	\$1,462.50
<b>Project Management - ServTracker Touch</b> The quantity established is for 2 hours of Project Management for the first kiosk, and 1 hour of Project Management for every kiosk thereafter.	\$110.00	4	\$440.00
<b>Data Migration (Number of Hours)</b> Data from client is required to be in an acceptable file format - There may be migration limitations based upon what data you have been tracking, the format in which it has been kept, and the general "cleanliness" of that data. Unit history from a legacy system is not a normal part of the data conversion process. If this is required by the client, ASI will have to determine whether or not historical data can be mapped properly to our data structure and a level of effort will need be determined.	\$100.00	40	\$4,000.00
<b>Project Management - Data Migration (Number of Hours)</b> Project Management	\$110.00	4	\$440.00
<b>Subtotal:</b>			<b>\$6,892.50</b>

## Deposit Requirements & Deposit

Accessible Solutions, Inc. requires a deposit with contract execution. Deposit consists of the following elements: First and last month licensing fees, as well as initial license fees and any other one time amounts for goods. In addition, fifty percent (50%) of the Professional Services fees are required with the deposit. Remaining balances are due upon completion of the activities.

Contract Deposit Breakdown					
			Monthly Total	Annual Total	Deposit
<b>Monthly Licensing Fees</b>			\$ 1,512.50	\$18,150.00	
		First + last monthly fees (required for deposit)			\$19,662.50
<b>One Time Fees</b>		Total one time fees		\$8,390.00	\$8,390.00
<b>Professional Services</b>				\$6,892.50	
		Half of Professional Services (required for deposit)			\$3,446.25
				<b>Total Deposit</b>	<b>\$31,498.75</b>
		Second half of Professional Services upon completion			\$3,446.25
		<b>Total initial investment</b>			<b>\$34,945.00</b>

The execution of the contract will be completed upon our receipt of your deposit as highlighted above. You can send a check to us at our main office, attention Gregory Prosser, at the address below:

**Accessible Solutions, Inc.**  
**PO Box 541489**  
**Merritt Island, Florida 32954**

Or, if you would prefer to pay by credit or payment card, phone Jordan Phillips at 321-323-0118.

## Important Notes

- Training fees are an estimate only and may be adjusted after evaluation of training needs.
- Data migration is an estimate only and may require further evaluation.

## El Paso County Community Services - ServTracker® Contract



**Prepared by:**

**Accessible Solutions Inc.**

Jordan Phillips  
(321) 323-0118  
jphillips@accessiblesolutions.com

**Prepared for:**

**El Paso County Community Services**

6314 Delta  
El Paso, TX 79905  
Carlos Marquez  
(915) 775-2701  
carmarquez@epcounty.com

**Quote Information:**

**Quote #: JP000675**

Version: 5  
Delivery Date: 07/09/2021  
Expiration Date: 12/30/2022

### Quote Summary

Description	Amount
Monthly Licensing Fees - Based on Annual Billing	\$18,150.00
One Time Fees	\$8,390.00
Professional Services	\$6,892.50
<b>Total:</b>	<b>\$33,432.50</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**Accessible Solutions Inc.**

**El Paso County Community Services**

Signature: \_\_\_\_\_



Name: Jordan Phillips

Title: Account Executive

Date: 07/09/2021

Signature: \_\_\_\_\_

Name: Carlos Marquez

Date: \_\_\_\_\_



**accessible**  
SOLUTIONS

## ***Business Practices***

***Serve Your Community and Track it all with  ServTracker®***

***[www.accessiblesolutions.com](http://www.accessiblesolutions.com)***

## **LICENSING TERMS**

Licensing ServTracker® provides an economical way for our clients to receive the benefits of the software while not forced into a high investment in up-front costs. With the licensing option, there are guidelines that the clients must follow: the client must agree to pay a monthly fee, and the client must sign a one-year contractual agreement.

All other terms to the licensing contract will be outlined in the general terms and conditions.

## **TRAVEL POLICY**

Travel time will be charged at a maximum of eight (8) hours per day. The hourly wage paid for travel is equal to the current ASI published hourly training rate.

All travel accommodations will be paid for, in whole, by the client. This would include, but is not limited to, hotel, meals and transportation. Mileage will be charged at the current rate established by the IRS. ASI will seek to secure economical business class travel recognizing the value of time spent in transit.

## **SUPPORT OPTIONS**

All phone support and software maintenance updates are covered in the ServTracker® licensing contract. The pricing for the maintenance is included in the monthly licensing fee.

On occasion, a problem with the standard functionality of ServTracker® may be uncovered. If a problem is uncovered, ASI is responsible for resolving the problem and re-issuing an updated version of the product, free of charge, to the client. This updated version will be automatically installed by our expert staff for all hosted systems on your behalf.

Other functionality issues and phone support will be covered under the maintenance conditions outlined below. The contract also entitles you to periodic upgrades, which include additional functionality, at no additional charge. Web hosted licensing includes maintenance, technical support, software updates and revisions, which may include additional functionality applied at no additional charge.

## **TRAINING**

ASI offers both onsite and webinar telephone training which is mandatory with each license agreement.

On-site training at your facility is provided with our staff traveling to your location. The client will be billed at the current hourly training rate plus travel expenses. The amount of training required is based upon the size and scope of your implementation. It typically ranges between two (2) and five (5) days. If you choose to have multiple organizations participate in the training, there may be an additional training surcharge.

Webinar telephone training is provided via web hosted video conference software. Again, the amount of training required is based upon the size and scope of your implementation.

Once training is completed, additional questions and/or webinar training may be provided at no charge for up to 30 days.

## **PRODUCT CUSTOMIZATION**

All customization requests will be reviewed and a disposition will be communicated to the client. Modifications will be charged at a rate equal to the current hourly development rate.

The most accurate approach to determine customization costs is with a functional specification of the requirement which has been completed by the client. In these cases, development costs can be



predicted within twenty percent (20%). Optionally, ASI will complete a functional specification billed at the current hourly development rate.

If a functional specification is not provided, and ASI is not authorized to write one, cost estimates could vary widely. Consulting charges will be in effect until the customer approves the change(s).

## **MAINTENANCE, SUPPORT, AND SERVICE RATES**

### **MAINTENANCE AND SUPPORT RESPONSIBILITIES**

ASI agrees, during the period specified in the ASI contract, to maintain the system in good operating condition. Corrective maintenance may be provided on an unscheduled basis when the Licensee notifies ASI that the system is inoperable. ASI shall not be responsible for delays in performing service due to Licensee's failure to have personnel present or available to assist in defining the issue or problem.

ASI agrees, during the period specified in the contract, to provide Technical Support, Monday through Friday, 8 a.m. - 6 p.m. (ET), with an initial response within eight (8) business hours. If the Licensee requests that maintenance service be performed outside of the maintenance period and support responsibilities covered by the contract, services provided will be billed at the Time and Materials rates and terms then in effect and shall be subject to the availability of service personnel.

Preferable methods of reporting problems or requests to ASI are the following:

- a) E-mail request to [service@accessiblesolutions.com](mailto:service@accessiblesolutions.com). Your problem will be logged into our CRM and you will receive a response outlining your issue with an assigned Ticket # for future reference.
- b) For critical problems, please contact us at our toll free phone number.

If additional supporting documentation is required it can either be e-mailed to the above e-mail address, or can be faxed to our office at 321-305-5949.

ASI agrees to obtain permission, at Licensee's discretion, to remotely access a client's PC for additional trouble shooting.

### **EXCLUSION**

The following items are also not part of ASI maintenance program:

If the below support is required, we may provide the following support based upon our ability to help with these issues and/or having available staff to help with these items. In certain circumstances we may have to outsource the support for these items, resulting in a fee that is greater than our standard rate charged for the support provided by our internal resources.

- a) Internal Printer issues
- b) Networking problems
- c) Operating system support
- d) Product training

### **LICENSEE'S**

Licensee's maintenance and support for all product(s) and services, is included in the monthly licensing fee described under the Licensing Fees and Signatures in the contract.

## **DATA MIGRATION SERVICE AND DATA IMPORT UTILITY (THE DIFFERENCE BETWEEN THE TWO)**

### **DATA MIGRATION SERVICE**

With the Data Migration service, we will work with you to understand your data in the format where it currently resides. Once we have a thorough understanding of your data, and you have provided us with an initial copy, we will work to get that data migrated into ServTracker®. There may be migration limitations based upon what data you have been tracking, the format in which it has been kept, and the general “cleanliness” of that data. There may still be manual entry and editing required on your part depending upon the criteria listed above. There is a fee for this service as well as the project management hours required to identify the data format.

Importing client data from an external (foreign) source is accomplished by Accessible Solutions on a “best effort” basis.

In most cases, values in fields corresponding to ServTracker® fields will transfer directly. In the case of fields existing in client data that do not exist in ServTracker®, the client will be notified of the fields that WILL NOT be imported. In some cases, depending upon the field values, data will be transferred to fields in ServTracker® not specifically designed for that purpose i.e., a comments field for example. In such cases, this information will be shared with the client during the review process.

As a general rule, the better the Licensee understands the data being submitted and can guide ASI through the transfer process, the better the result will be.

1. ASI will configure a secure Dropbox site for Licensees use to upload a copy of their existing data files. It is requested that the client compact/zip their data files prior to uploading to our site.
2. ASI requests data from client in an acceptable format:
  - a) Excel document.
  - b) Access Database
  - c) CSV file
  - d) MS SQL
  - e) Fox Pro
  - f) TXT file
  - g) Other formats upon special review and approval by ASI team
3. Initial Data Upload - Licensee uploads data to secure Dropbox site
4. ASI downloads file from secure Dropbox site to customer folder on server and informs the migration team that file is available
5. ASI reviews data and compiles questions for Licensee
6. Licensee responds to questions
7. ASI completes initial migration
8. ASI schedules a meeting with Licensee to review migration
  - a) Identify any issues with data or data placement.
  - b) Once preliminary transfer is approved, NO CHANGES in file structure (i.e., field names, table names, etc.) are to be made to the data submission by the Licensee without prior ASI approval.
9. Training and final migration are scheduled.
10. Final migration is typically completed on the weekend prior to training and is in conjunction with “Go-Live” to ensure accurate and up-to date data.
11. Final Data Upload - Licensee uploads data to secure Dropbox site by 3:00pm EST (Friday before training begins).
  - a) At this time, any updates to the licensee’s legacy system will need to be tracked and manually entered in ServTracker®.

**NOTE:**

- *Unit history from a legacy system is not a normal part of the data migration process. If this is required by the client, ASI will have to determine whether or not historical data can be mapped properly to our data structure.*
- *Accounting billing history is not transferred during the data migration process. Typically, licensees will begin billing in ServTracker® as of a target date and will enter open balances on existing client records through credit/debit adjustments.*  
*It is expected that clients will have access to their legacy system for historical data needs, such as audits, etc., for data prior to their ServTracker® transition.*

**DATA IMPORT UTILITY FOR ServTracker®**

Currently the built-in ServTracker® Data import Utility supports the following data fields:

**Client Data**

- |                             |   |
|-----------------------------|---|
| • Institution (Y/N)         | • Email Address                                       |
| • First Name                | • Voting District                                     |
| • Last Name                 | • Medicare Number                                     |
| • Middle Initial            | • Medicaid Number                                     |
| • Social Security #         | • Home Phone  |
| • Date of Birth             | • Comments  |
| • Deceased Date             | • Primary Language                                    |
| • US Citizen (Y/N)          | • Monthly Income                                      |
| • Gender                    | • Household Qty                                       |
| • Marital Status            | • Residential Address                                 |
| • Race                      | • Mailing Address (if applicable)                     |
| • Ethnicity                 | • Bill To Address (and name, if applicable)           |
| • Education Level           | • Primary Emergency Name (and address, if applicable) |
| • Veteran (Y/N)             | • County  |
| • Understands English (Y/N) |   |

**Service Data**

**\*\*Only four (4) services are supported in the data import function – Congregate Meals, Nutritional Education, Recreation, and Volunteer Tracking.**

**\*\*Users can import client data without importing service authorization data**

The following fields may be imported for service data:

- |  |                                 |
|--|---------------------------------|
| • Service Type (CO, NE, RE or VO)            | • End Reason                    |
| • Provider                                   | • Disabled (Y/N)                |
| • Funding                                    | • Last Assessment Date          |
| • Site                                       | • Meal Type (if applicable)     |
| • Service Start Date                         | • Diet Type (if applicable)     |
| • Service End Date (leave blank if on-going) | • Beverage Type (if applicable) |
|  | • Meal Category (if applicable) |

It is important to understand that this utility does not have the capability to import all demographics and all service data available in ServTracker®, and may not be appropriate for your migration initiative.

If you have chosen the Data Import utility of ServTracker®, you will be required to:

- Extract the data from your existing system;

- Format the data based upon the documentation provided;
- Follow the suggested processes when running that utility;
- Address any issues that arise from the execution of that import;
- Manually enter any data for each of your clients that is not imported.

While there is a fee associated with the support of this utility, please understand that it does not include:

- Assisting in the extract of your data from your existing system;
- Executing the Data Import utility on your behalf;
- Repairing any fields in your data that may be causing errors while importing.

## **SERVTRACKER® TOUCH REQUIREMENTS**

### **IP ADDRESS**

Licensee is required to provide ASI with a static outward facing IP address for each site where ServTracker® Touch is installed. The licensee can work with their Internet Service Provider (ISP) to obtain this.

### **WORKSTATION**

There will be a workstation required for use with ServTracker® Touch. A Microsoft Windows compatible machine is required, and may be either a laptop or desktop style machine. With either, the following configurations will be required:

- Internet connectivity, with outward facing static IP address as specified above.
  - Either wireless or wired connection. However, a wired connection is highly preferred.
- 1 video port for display connection to touchscreen device
  - If server does not have a VGA port, an adapter will be required to connect from the display port on the server to the VGA jack from the touchscreen
- 2 USB ports
  - 1 for the touch interface with the touchscreen
  - 1 for the interface to the scanner

### **SCANNER**

An omnidirectional laser scanner, similar to a Honeywell MS3780 Fusion is required.

### **TOUCH SCREEN**

A touchscreen device similar to a model number WM-2111-35B from One World Touch is required.

### **Bar Coded Key Tags**

If your contract includes bar coded key tags, we require that you submit a copy of your agency logo in one of two ways: vector format by Adobe Illustrator or by JPEG in 300 dpi. You will also need to provide us with the starting number that you would like. These items should be sent to us in email with the starting number in the body of the email message and the logo as an attachment to the address [service@accessiblesolutions.com](mailto:service@accessiblesolutions.com) with the subject line of "Key Tag order for (your agency name)". Also, confirm that the address on this quote is the address that should be printed on the back of the key tags. If it is not correct, please send an email to the same email address as above with "Address Correction for (your agency name)" in the subject line.

## **ALTERNATIVE – MICROSOFT SURFACE**

A Microsoft Surface device can be used. But if so, a scanner will still be required.

### **ASI'S HOLIDAY SCHEDULE**

ASI will be exempt from providing services on the following days:

New Year's Day, Jan. 1

Good Friday, actual date varies from year to year

Easter Sunday, actual date varies from year to year

Memorial Day, actual date varies from year to year

Independence Day, July 4

Labor Day, actual date varies from year to year

Thanksgiving Day, actual date varies from year to year

Day after Thanksgiving Day, actual date varies from year to year

Christmas Eve Day, Dec. 24

Christmas Day, Dec. 25

- In certain circumstances a holiday may fall on a weekend and we may recognize that holiday on the Friday before or the Monday after the holiday.
- ASI will make best efforts to provide assistance and support during these holidays, but does not make any of the above contractual promises for assistance and/or at the above guaranteed response time.