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BluePrince® 2.0 Community Development Software

**Master Software and Services Agreement
for Town of Nags Head, North Carolina**

July 15, 2011



BluePrince®

Software and Services for Community Development

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Software License and Services Agreement

THIS SOFTWARE LICENSE AND SERVICES AGREEMENT (the "Agreement") is made and entered into as of July 15, 2011 by and between **BUILDERADIUS, INC.**, a North Carolina corporation having its principal place of business located at 16 Biltmore Avenue, Suite 300, Asheville, NC 28801 ("BUILDERadius"), and **THE TOWN OF NAGS HEAD, NC** a town having its principal place of business located at 5401 S. Croatan Hwy., Nags Head, NC 27959 (the "Customer").

BUILDERadius is in the business of licensing the Program Products (as defined in Exhibit B) for commercial use and providing associated professional services. The Customer desires to license from BUILDERadius and BUILDERadius desires to license to the Customer, the Program Products, all upon the terms and conditions of this Agreement. Now therefore, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **Agreement Use.** This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements, and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

2. **Grant of License.** Subject to the terms and conditions of this Agreement, BUILDERadius grants to Customer a non-exclusive and non-transferable license to use the object code to the computer software program(s) identified and described on Exhibit B attached hereto (the "Program Products").

3. **Limitation on the Use of the Program Products.** The Customer shall not: (a) sell, transfer, publish, disclose, display, sub-license, assign or otherwise make available the Program Products or any copies thereof to any third party; (b) reverse assemble, reverse compile, reverse engineer or otherwise translate the Program Products; (c) use the Program Products in any way for creating or designing any derivative works, including, without limitation, any competitive software package; (d) modify the Program Products beyond the configuration and personalization allowed; (e) make any copies of the Program Products or any part thereof or any documentation related thereto; (f) remove any copyright, legal, restrictive or other proprietary rights notice contained on or included in the Program Products or any part thereof; (g) use the Program Products for any purpose other than the Customer's own internal business purposes; (h) sabotage the use of or purposefully alter the configuration of the program; or (i) install or use the Program Products at any site other than the primary Customer site. Customer agrees to secure and protect the Program Products and each part thereof in a manner consistent with the maintenance of BUILDERadius' rights hereunder, and to take all necessary action to ensure that its employees, officers, directors, agents, and consultants comply with the terms of this Agreement.

4. **Services.** Subject to the terms and conditions of this Agreement, BUILDERadius agrees to provide the services described below and listed in Exhibit A ("Software and Services Pricing and Payment").

a) **Implementation and Training Services.** During the term of this Agreement, BUILDERadius will provide Customer with the implementation and training services set forth in the Professional Services Statement of Work ("SOW") attached hereto as Exhibit C. The terms and conditions of the SOW are hereby incorporated by reference into and made a part of this Agreement.

b) **Support and Maintenance Services.** During the term of this Agreement, BUILDERadius will provide Customer with the support and maintenance services described in Exhibit D (Support and

Maintenance Services) attached hereto, as long as the Customer maintains continuous coverage for the Program Products via a Support and Maintenance Agreement with BUILDERadius. Customer may be required to pay additional costs for Professional Services beyond the delinquent Support and Maintenance payments to renew a Support and Maintenance Agreement with BUILDERadius after a lapse in continuous coverage for the Program Products. The terms and conditions of support and maintenance are hereby incorporated by reference into and made a part of this Agreement.

5. Updates and New Releases. During the term of this Agreement, BUILDERadius will provide Customer with all updates to the Program Products listed in Exhibit B, provided these Program Products are under Warranty or Support and Maintenance Agreement with BUILDERadius as defined in Exhibit D. BUILDERadius will not be obligated to provide Customer with any New Program Products or modules, defined as those separately marketed and priced by BUILDERadius, unless Customer purchases these New Program Products at additional cost.

6. Pricing and Payment. Pricing and payment for this agreement are laid out in Exhibit A and attached hereto.

7. Term. The term of this Agreement shall commence on the effective date hereof and continue for twenty four months thereafter (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive 12-month terms unless either party delivers written notice of non-renewal to the other party no less than 30 days prior to the end of the then-current term.

8. Termination.

a) **Right to Terminate.** Each party shall have the right to immediately terminate this Agreement if: (i) the other party materially breaches this Agreement and does not cure the breach within 10 days of receiving written notice thereof; (ii) the business of the other party is terminated or suspended; (iii) a petition in bankruptcy is filed by or against the other party; (iv) a receiver is appointed on account of the insolvency of the other party; or (v) if any assignment is made of the other party's business for the benefit of its creditors. A material breach of this Agreement shall include, but not be limited to, Customer's failure to pay BUILDERadius any amounts due hereunder.

b) **Effect of Termination.** Upon termination of this Agreement for any reason, the license granted in this Agreement shall terminate and the Customer shall immediately cease using the Program Products and return to BUILDERadius the Program Products, any copies thereof, and all diskettes, CD-ROMs, DVDs, object codes, operating instructions, operating manuals and documentation related to the Program Products. In addition to any other rights or remedies BUILDERadius may have, upon termination of this Agreement, the Customer acknowledges and agrees that BUILDERadius may terminate Customer's access and use of the Program Products via electronic means. The termination of the Agreement shall be in addition to and not in limitation of any other rights or remedies to which either party is or may be entitled. Termination of this Agreement, for any reason other than termination for BUILDERadius' material breach of this Agreement, shall not relieve Customer of liability for payment of sums due or to become due to BUILDERadius hereunder. The provisions and covenants contained in Sections 9(b), 10, 13, 15, and 16 shall survive and shall not be affected by the termination for any reason of this Agreement.

9. Ownership of Intellectual Property. The Program Products, all applicable rights to patents, copyrights, trademarks, and trade secrets in the Program Products, any enhancements or modifications to the Program Products, and all copies of any of the foregoing are and shall remain the sole and exclusive property of BUILDERadius, and all title thereto shall remain with BUILDERadius. In addition,

BUILDERadius shall be the sole and exclusive owner of all copyrights, patents, trade secrets, trademarks, and other proprietary rights, as well as all rights in all reports, analyses, letters, memoranda, documentation, know-how, techniques, lists, information, and materials developed by BUILDERadius in the course of performing the services under the SOW (the "Work Product"). BUILDERadius shall retain all rights in all preexisting copyrights, patents, trade secrets, trademarks, and other proprietary rights, and all preexisting rights in all reports, analyses, letters, memoranda, documentation, know-how, techniques, lists, information, and materials, which have been previously developed or acquired by BUILDERadius and that are used in connection with the performance of the services under the SOW (the "Preexisting Work"). Should any rule of law or court of competent jurisdiction provide or declare that any Work Product or Preexisting Work should not be owned by BUILDERadius, the Customer hereby expressly assigns all rights in any such Work Product and Preexisting Work to BUILDERadius. Upon receipt in full of all payments required under this Agreement, BUILDERadius hereby grants the Customer, for the Customer's own benefit, a non-exclusive license to use during the term of this Agreement all Work Product delivered to the Customer by BUILDERadius.

10. Data Management. The Customer agrees that (a) BUILDERadius hosts a separate and complete copy of the data contained in the BluePrince database; (b) BUILDERadius may use the data for commercial purposes; and (c) that BUILDERadius shall have all rights to all of the fees it collects pursuant to the services described above.

11. Certain Responsibilities of Customer. The Customer shall be exclusively responsible for the supervision, management, and control of its use of the Program Products, including, but not limited to: (a) ensuring proper machine configuration, program installation, audit controls, password protection, and operating methods; (b) establishing adequate backup plans, based on alternate procedures, in the event of a licensed program malfunction; (c) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction; (d) maintain a dedicated Internet connection; and (e) provide BUILDERadius full access to the BluePrince database for the purposes of software support, backup, and hosting of the online services available through the Citizen Access Portal. It is understood that it will be the Customer's responsibility to enter into the Customer's system the data necessary for the operation of Program Products and to ensure the accuracy of said data and to update and monitor the accuracy of the Program Products. The Customer's failure to provide sufficient oversight to the use of the Program Products, which results in BluePrince staff intervention, will be subject to support charges at the rate noted in Exhibit A.

12. Limited Warranty. BUILDERadius warrants that for a period of 60 days after the Program Products have been installed, the Program Products shall operate in all material respects with BUILDERadius' then current specifications for the Program Products. If BUILDERadius breaches the foregoing warranty and Customer promptly notifies BUILDERadius in writing of the nature of the breach, BUILDERadius shall make commercially reasonable efforts to promptly repair or replace the non-conforming Program Products without charge. If, after a reasonable opportunity to cure, BUILDERadius does not repair or replace the non-conforming Program Products, Customer shall have the right to terminate this Agreement. In addition, BUILDERadius will continue to offer Support and Maintenance Services as described in Exhibit D for the Program Products as long as continuous coverage is purchased from BUILDERadius. BUILDERadius shall have no liability under this Agreement for the failure of the Program Products to conform with the warranty in this Section 14 if such failure is the result of (a) Customer's negligence or misuse of the Program Products, (b) Customer's modification or other change of the Program Products, other than changes made or authorized by BUILDERadius, (c) failure or breakdowns of any third-party hardware or

software. This is Customer's sole and exclusive remedy for breach of the warranty in this Section 14. **THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

13. Limitation on Liability and Damages. BUILDERADIUS SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, OR LOSS PROFITS, EVEN IF BUILDERADIUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT BUILDERADIUS' TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO BUILDERADIUS UNDER THIS AGREEMENT.

14. Miscellaneous.

a) **Relationship of the Parties.** BUILDERadius and Customer are independent entities engaged in the operation of their own respective businesses. Neither party is, or is to be considered as, the agent or employee of the other party for any purposes whatsoever. Neither party has authority to enter into contracts or assume any obligations for or on behalf of the other party or to make any warranties or representations for or on behalf of the other party.

b) **Entire Agreement.** This Agreement and Exhibits A thru F, attached hereto (which Exhibits are incorporated herein and made a part of this Agreement) include all agreements and understandings with respect to the subject matter hereof and supersede all previous or contemporaneous agreements and understandings relating to the subject matter hereof, whether oral or in writing. This Agreement constitutes the final and entire agreement of the parties hereto. This Agreement cannot be amended or modified except by a subsequent written agreement (designated as such) manually executed by duly authorized representatives of both parties.

c) **Severability.** If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

d) **No Waiver; Remedies Cumulative.** No failure or delay on the part of any party in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any provision of this Agreement, nor will any single or partial exercise of any such right preclude other or further exercise of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

EXHIBIT A: New Installation Pricing and Payment

The prices below will remain valid through July 15, 2011.

Total License and Services Costs for Customer

This table shows the current software and service costs to be invoiced per this Agreement.

One-Time License Costs	
BluePrince 2.0 (Version 2.8)	
• Core Platform	\$6,250.00
• Building Permitting and Inspections Module	\$4,250.00
• Code Enforcement Module	\$4,250.00
• Planning and Zoning Module	\$4,250.00
• Citizen Access Portal	Fee Waived
<i>Credit for MS 2008 Server License for Installation of BluePrince</i>	(\$450.00)
One-Time License Cost, Initial Term	\$18,550.00
Annual Support & Maintenance, Subsequent Terms, Invoiced Annually	\$4,200.00
Solution Implementation and Training Services	
Solution Implementation and Training	\$6,800.00
Days On-Site (Included at no additional cost)	4
<i>Rate for additional Days of Training during Initial Term</i>	\$1,800.00
<i>Rate for additional Consulting Hours required ²:</i>	\$150.00
Other Professional Services	
Data Imports to include GIS Property and Black Bear ¹ data, Initial Term	\$2,000.00
Minimum Charge/File for Changes to Legacy Data after Execution of Agreement	\$1,500.00
TOTALS	
Total Cost for all Licenses & Services, Initial Term ³	\$27,350.00
Annual Support & Maintenance, Subsequent Terms ⁴, Invoiced Annually	\$4,200.00

¹ A sample of legacy data from GIS and Black Bear PTWin is required prior to execution of this contract.

² Additional Consulting Hours to be charged only upon agreement with customer through Change Order.

³ Final Payment due at Close of Project or 6 months after Contract Execution, whichever is sooner

⁴ Support and Maintenance in Subsequent Terms may increase at no more than 3% each year.

1. **Payment Terms.** The Customer agrees that all invoices are due within 30 days of the date of the invoice. The Customer agrees to be invoiced in full for the (a) one-time license fees, (b) all professional services, and (c) first year recurring costs in two parts as follows. Fifty percent of the above "Total Cost for all Licenses & Services, Initial Term" will be invoiced upon the signing and execution of this Agreement. The remaining 50 percent of the above will be invoiced 6 months from the signing and execution of this Agreement or at the Project Closeout date, whichever occurs first.

2. **Support and Maintenance Term.** The Support and Maintenance period commences two weeks after product Go-Live date. The Support and Maintenance period is for one full year and renews annually. As previously noted, the rates quoted for Support and Maintenance Services only apply for continuous coverage from BUILDERadius.

3. **Payment for Annual Recurring Costs In Subsequent Terms.** In order to avoid a lapse in services or coverage, the payment for Annual Recurring Costs will be invoiced annually prior to expiration of services. Annual Recurring Costs are recalculated on a yearly basis and only apply for continuous coverage from BUILDERadius.

4. **Change Orders.** This is a fixed price based on the scope outlined in this document and will only be adjusted through a written change order agreed to and signed by both parties.

5. **Late Fees.** BUILDERadius will invoice Customer for all amounts due under this Agreement. All invoices are due within 30 days of the invoice date. With respect to any invoice not paid in full within 10 days of the due date set forth in the invoice, Customer shall pay BUILDERadius a late fee calculated as 5% of all past due amounts. If the invoice remains unpaid in full for over 30 days, the Customer shall pay BUILDERadius an increased late fee of 10% of all past due amounts. In addition, if Customer fails to pay any amount that is past due for over 90 days after notice from BUILDERadius, then Customer acknowledges and agrees that BUILDERadius may terminate Customer's access and use of the Program Products via electronic means.

EXHIBIT B: Description of Modules and Services

Program Products

BUILDERadius will provide the following modules for the BluePrince 2.0 Program Product (Version 2.8.10 or later):

1. **BluePrince 2.0 Core Features:** The BluePrince system provides enhanced project management components which allow your municipality to manage all planning and development activity through the industry's most in-depth GIS integration capabilities. During the development process, projects need to be managed across several departments, and BluePrince is designed to facilitate the flow of required approvals and tasks. Users across municipal departments are authorized to perform different tasks (e.g., approvals, assess fees, send notification letters).
2. **Building Permitting and Inspections:** This module allows you to track the vertical construction process from permit application through Certificate of Occupancy issuance. Issue an unlimited amount of building permit types and track their corresponding inspections. Utilize the fee and valuation calculation features to assure consistent tracking. Construction happens in the field, and that's where your inspectors get their essential work done – at the job site. Inspection management features help your inspectors spend more productive time in the field and less time completing paperwork and other administrative-type tasks in the office.
3. **Code Enforcement:** With this module you can create and manage code enforcement events including, but not limited to, property maintenance and zoning violations. Action items are initiated when a case is created.
4. **Planning and Zoning:** The planning and zoning module includes tools for issuing permits for zoning standards, tracking districts (including overlay districts) on properties, tracking variances, and tracking conditional use permits. Characteristics of each zoning district within your jurisdiction can be entered and stored within the program.
5. **Citizen Access Portal:** BluePrince Citizen Access enables the community to access powerful information from a single, online, user-friendly portal. Contractors can use the portal to access their online permit and approvals center (Project Page) and easily track, request, and pay for permits and inspections, and citizens can view full property history information. This service helps to improve public code awareness and enhances public safety by providing property history directly to citizens.

One-Time Installation Services

BUILDERadius will provide the following one-time installation services:

1. **Solution Implementation:** The BUILDERadius staff will provide off-site installation, configuration, and training, as described in detail in the Professional Services Statement of Work (Exhibit C).
2. **Data Conversion and Importation:** The BUILDERadius staff will take existing data from the source(s) listed in Exhibit C, convert the data and import it for use in BluePrince.
3. **Training:** The BluePrince staff provides training for all modules and services through advanced online training techniques, telephone calls, and on-site implementation and / or training support as described in Exhibit C.

Ongoing Services

Customers under Warranty or who have Service and Maintenance Agreements have access to the Support and Maintenance Services defined in Exhibit D. These customers also have the opportunity to purchase additional Software and Professional Services unavailable to other customers.

EXHIBIT C: Professional Services Statement of Work

This section describes the scope of the project. As the implementation progresses, any additional items that are not included in this section will require a change order for additional professional services and fees.

Definitions of Departments and Use

1. **Use Definitions:** The Customer Departments that may be impacted by this project are:
 - Administrative Services – assignment/ review of Fee Categories and accounting data
 - Information Technology – consultation during installation, maintenance, and support of users
 - Planning & Development
 - Planning & Zoning – Zoning Ordinance management & enforcement, Planning and Zoning Reviews, Zoning and Yard Sale Permits, fee collection
 - Building Inspections – Development Application Acceptance/Review, Building Permit issuance, coordination w/Planning & Zoning reviews, updates to Valuation data, Building Code enforcement, fee collection

For each Customer department, the potential usage of BluePrince should be identified. This information is used to plan the installation, configuration, training, and User Acceptance testing required during Implementation. The anticipated size of each impacted user group should also be estimated.

2. **Finance / Accounting Usage Description:** *As the Town of Nags Head has purchased a new Financial Package (Edmunds and Associates), the Implementation Team will need to understand how the accounting data collected by BluePrince will be identified, accumulated, reported to and reviewed by members of the Financial and Accounting departments so that these aspects can be included in the Configuration and User Acceptance Test Planning. This section should be expanded to define in detail how this financial data is to be used and tested. The current assumption is that a CSV file will be exported from BluePrince and imported into the financial system as needed, using a manual mechanism.*

3. **Database Platform:** BluePrince will be installed using MySQL.

Implementation Consulting

1. **Total Consulting Hours:** The estimated number of implementation and training consulting hours for this project is based on the scope as defined in Exhibit A. These hours may be spent in a variety of project related activities, as documented in Exhibit F. Customer will not be charged for any additional consulting hours without agreement through a Change Order as noted below.

2. **Configuration Assistance and Product Training:** Configuration assistance and training are conducted over the phone or in a *GoToMeeting* setting, unless on-site days are listed in Exhibit A. See Exhibit A for a complete list of modules that will be configured and trained.

3. **Additional Hours:** If the scope of this project changes and as a result, additional hours are required, a change order will be issued and if executed, additional implementation consulting will be billed at the rate noted in Exhibit A. This mechanism is only used if the scope or scheduling for the project prevents BUILDERadius from completing the implementation within a reasonable timeframe for reasons outside BUILDERadius' control.

On-Site Consulting

The Number of Days On-Site is identified in Exhibit A. If on-site days are included, a BluePrince engineer will make a site visit to the Customer after Go-Live. During this visit, additional training and support for the Go-Live service launch will be provided, depending on the specific needs of the customer. The Go-Live travel date will be arranged to best suit the needs of the on-site visit.

Data Import

The legacy data to be imported is defined in this section.

1. **Property Data.** Legacy property data will be imported from:

ESRI GIS geodatabase

- a) **Data Description:** *Analysis of sample data is required prior to execution of agreement by BUILDERadius. This is to confirm the estimates used for pricing as well as to establish the expected format of the data to be imported.*
- b) **Timing and Mechanism(s) of Import:** One-time, pre-Go-Live import using BluePrince Property Importer tool and periodic, post-Go-Live updates using the BluePrince Property Importer tool.
- c) **Data Objects to be Imported from this Source:** *To be determined during analysis of sample data – may include: Properties, Owners, Structures, Variances*
- d) **Exceptions/Special Conditions of Import:** *To be determined during analysis of sample data – may include: identify/eliminate duplicates, Properties use unique PINs*
- e) **Sample of Data Source has been provided to BUILDERadius:** *no*

2. **Permit and Inspection Data.** Legacy permit and inspection data will be imported from:

Black Bear PTWin System

- a) **Data Description:** *Analysis of sample data is required prior to execution of agreement by BUILDERadius. This is to confirm the estimates used for pricing as well as to establish the expected format of the data to be imported.*
- b) **Timing and Mechanism(s) of Import:** One-time, pre-Go-Live import using custom scripts. Scripts and results of import will be tested and reviewed by customer prior to Go Live.
- c) **Data Objects to be Imported from this Source:** *To be determined during analysis of sample data – may include: Building Permits, Zoning Permits, Code Enforcement Cases, Inspections, Contractors, Properties, and Owners*
- d) **Exceptions/Special Conditions of Import:** *To be determined during analysis of sample data – may include: identify/eliminate duplicates, Properties use unique PINs*
- e) **Sample of Data Source has been provided to BUILDERadius:** *no*

Other Special Conditions for BluePrince Implementation

This section identifies any special conditions related to the BluePrince Implementation Agreement that have not been documented in the previous sections, such as:

1. **Modules to be Implemented at a later date:** none
2. **Specific network or IT considerations:** none
3. **Specific reporting considerations:** none
4. **Specific inter-departmental considerations:** none

Note that conditions related to Data Imports, Custom Programming, or other sections of this Agreement should be documented in those sections rather than within this "Other Special Conditions" section.

EXHIBIT D: Support and Maintenance Policy

BUILDERadius will provide both Support and Maintenance for the life of this Agreement for the BluePrince software products integrated by the BUILDERadius Team and the accompanying online services. The descriptions of Support and Maintenance are listed in the sections below.

Software Support Overview

As part of this Support, the Customer is entitled to the following services:

1. Support Specifics

- a) E-mail support via trouble ticketing system and unlimited telephone answering service with a guaranteed response time of two business hours (Mon - Fri, 8am - 5pm Eastern Time).
- b) Full shared screen support using GoToMeeting, enabling support engineers to remotely see the Customer's computer screen and execute commands when needed.
- c) The opportunity to purchase:
 - i) Customized training programs
 - ii) BluePrince optimization consultations
 - iii) Custom programming (System/Database interface, Data Export, Reporting)

2. System Defect Classifications

- a) **Blocker** – System failure that halts business operations. This failure is due to a BluePrince software failure and is not related to hardware, network, or other infrastructure difficulties. No workaround exists.
- b) **Critical** – Component failure. One or more pieces of the BluePrince software suite does not work as intended and no workaround exists. In this case, core functionality remains, but the system is not fully operable. Web services might not function, for example.
- c) **Major** – Failure or defect that may impede but does not prevent business operations and for which a workaround exists.
- d) **Minor** – Defect such as a misspelling or an incorrect link is encountered. Full or usable functionality remains.
- e) **Enhancement** – Request for development that will improve functionality or usability.

3. Response Goals and Documentation

- a) **Response goals** for all support issues will be within two hours of initial reporting and within two hours of each subsequent customer correspondence (during BUILDERadius customer support hours). BUILDERadius will provide e-mail and / or telephone support as needed and may use screen sharing using GoToMeeting to resolve the problem.
- b) **Ticket Logging**. All tickets and calls will be logged into the system, identified according to severity and immediately dispatched to the appropriate support work groups. If performance is not satisfactory, please direct complaints to your BUILDERadius Account Manager.
- c) **Customer notification**. The Customer will be notified through the automated trouble ticketing system as soon as an issue is logged, and the BluePrince Support Team will personally document a response within two hours via e-mail. There may be more information requested if this initial response cannot resolve the issue. BUILDERadius will communicate with the Customer to gather all information to correctly resolve or identify and escalate the system issue¹. All e-mail correspondence

¹ In order to properly prioritize each issue, BluePrince will assign a defect classification after consulting with the Customer.

should include appropriate trouble ticketing information to correctly route communication according to the appropriate issue and support work group.

4. **Service Escalation**

- a) In cases where a solution cannot be provided to restore major functionality after identification of Blocker and Critical defects, BUILDERadius support will escalate the issue to the BluePrince Development Team to resolve the difficulty as quickly as possible. Major functionality will be restored as soon as possible via an emergency patch release. The Customer will provide technical support to assist system engineers and product development staff to diagnose and resolve the problem.
- b) Major defects will be resolved as rapidly as practical and will be distributed through planned releases. Fixes will be delivered according to when they were received and prioritized based upon importance. Premium Support customers take preference over Standard Support customers in these issues. BUILDERadius may contact the Customer through phone or e-mail to gather additional information to help resolve these issues and to provide consultation on available workarounds.
- c) Minor and Enhancement defects will be reviewed and resolutions will be distributed through planned releases. Feature requests and enhancements should be made in writing to the BUILDERadius Support Team through the BluePrince trouble ticketing system. Feature requests will be prioritized according to feasibility and anticipated value to the entire BluePrince user base.

5. **Contacting BluePrince Support**

All reports of system problems should be submitted through one of the following means:

- a) BluePrince: Create a trouble ticket directly through BluePrince.
- b) E-mail: Create a trouble ticket by sending an e-mail to Support@blueprince.com
- c) Phone: Call 888-592-5336/828-350-9950, and follow the prompts for "Technical Support" to speak to a technical support engineer (if available) or to create a trouble ticket via our 24 hour answering service.
- d) BluePrince Community: Register for access to our BluePrince Community Forum, and submit a trouble ticket directly from the website.

Software Maintenance Overview

As part of this Maintenance, the Customer is entitled to the following services:

1. **Preferred Notification.** Preferred notification priority and upgrade support for all planned updates to the Program Products purchased.
2. **Forum News.** All news regarding updates will be documented on the BluePrince Community Forum. The Customer may receive automatic notifications by subscribing to the BluePrince Community News Forum.
3. **Release Access.** Access to all maintenance / bug fix updates to the Program Products purchased. A maintenance release is a planned release that addresses non-critical system defects. An emergency bug fix is an unplanned type of maintenance release used to fix Blocker and Critical system defects.
4. **Beta Site Option.** Option to apply for beta site status prior to official release of major upgrade. A major upgrade adds and / or changes significant modules or functionality to the BluePrince software suite and entails a change in system architecture that requires a full implementation cycle.

Software Support Restrictions

BUILDERadius will provide support and maintenance for BluePrince and all associated software developed and released by BUILDERadius, with the following restrictions:

1. **Third Party Programs.** The BluePrince Support Team does not support or maintain any programs or interfaces built by the Customer or third party providers. While any provided BluePrince API is supported, applications, integrations, or interfaces built using the API are not supported by the BluePrince Support Team.
2. **Support Limitations.** If, however, the Customer chooses to develop such an interface, the following limits on this support agreement will be in effect:
 - a) BUILDERadius will not provide support or maintenance for such an interface.
 - b) BUILDERadius will not provide BluePrince technical support for problems caused by such customer developed integration.
 - c) Beyond providing access to historical database backups (up to two months of weekly backups archived on the BluePrince servers), BUILDERadius will not provide assistance in data recovery, restoration, or repair that may be necessary to resolve an issue caused by such an interface.
3. **Product Sunset.** BUILDERadius may choose to discontinue offering Support and Maintenance Agreements for older versions of BluePrince. At that time, the Customer will be offered the opportunity to upgrade to a newer version of BluePrince, for a fee, or continue to run their existing version as long as an existing Support and Maintenance Agreement is active. The Customer must understand that technical issues that exist or arise in a version of BluePrince for which maintenance has been discontinued will not be fixed by BUILDERadius. Customer shall be supported on the BluePrince 2.8.10 or newer product with comparable functionality for at least 60 months after the date of execution of this agreement. Note that should BUILDERadius choose to stop selling Support and Maintenance services on an older version, when any Support and Maintenance Agreement expires, BluePrince will no longer operate as a software solution.

Software Maintenance Restrictions

BUILDERadius will provide support and maintenance for BluePrince and all associated software developed and released by BUILDERadius, with the following restrictions:

1. **Updates.** BUILDERadius will provide the described maintenance as a part of this service in order to provide the most stable software available in a proactive manner. If the Customer chooses not to install specific minor or maintenance releases, BUILDERadius will not be responsible for any system defects that arise as a failure to move to the latest version.
2. **Update Limits.** BUILDERadius will attempt to keep all customers on the latest stable version of BluePrince and will not be responsible for system defects that arise as failure to upgrade because of the Customers' inability to receive updates for reasons outside of BUILDERadius' control, including but not limited to, loss of Internet connection or outdated contact information.
3. **Product Sunset.** BUILDERadius may choose to discontinue offering Support and Maintenance Agreements for older versions of BluePrince. At that time, the Customer will be offered the opportunity to upgrade to a newer version of BluePrince, for a fee, or continue to run their existing version as long as an existing Support and Maintenance Agreement is active. The Customer must understand that technical issues

that exist or arise in a version of BluePrince for which maintenance has been discontinued will not be fixed by BUILDERadius. Enhancements and new features will also not be developed for non-maintained versions of BluePrince. Customer shall be supported on the BluePrince 2.8.10 or newer product with comparable functionality for at least 60 months after the date of execution of this agreement. Note that should BUILDERadius choose to stop selling Support and Maintenance services on an older version, when any Support and Maintenance Agreement expires, BluePrince will no longer operate as a software solution.

Online Services Support and Maintenance

BUILDERadius will provide citizens of the Customer with the following:

1. **Support.** Access to unlimited telephone, e-mail, and shared screen support for trouble tickets.
2. **Hosting.** Support and maintenance includes direct support from BUILDERadius to the customer, freeing your departments from dealing with online support requests from citizens.

EXHIBIT E: Customer Obligations

Based upon BUILDERadius' experience, in order to successfully implement the BluePrince software solution for the Customer by the Go-Live date, the Customer must meet the following obligations. Please communicate these obligations to the appropriate party within your organization.

- 1. Project Manager.** Customer will assign a Project Manager as the single point of contact and escalation for all project related issues. This Project Manager will be the primary interface for the BluePrince Implementation Project Manager and will be responsible for facilitating the efforts and escalations with the jurisdiction's employees and departmental stakeholders to ensure that the project milestones and deadlines are met. Additionally, this Project Manager will ensure participation by departmental stakeholders in regularly scheduled status review meetings hosted by the BluePrince Implementation Project Manager.
- 2. Cooperation.** In order for BUILDERadius to properly implement BluePrince software, every department that interacts with BluePrince software shall actively assist BUILDERadius in defining the workflow, data, system interface, testing and training requirements of the customer, participating in training and User Acceptance Testing, and in implementing the complete BluePrince installation.
- 3. Documentation.** The Customer will actively participate in defining the detailed the workflow, data, system interface, testing and training needs critical to success of the Implementation and will review and participate in change control of baselined documentation on which the implementation is based. This should include all user perspectives and activities expected to be supported by BluePrince.
- 4. Legacy Data for Export, Conversion and Import.** The Customer acknowledges that the definition of legacy data sources specified in Exhibit C is accurate and is a complete list of legacy data to be imported to BluePrince. The customer will provide a sample or complete set of the relevant data in the source data format specified to BUILDERadius at each Milestone defined in the Implementation Schedule and in the Data Integration Test Plan. BUILDERadius will make its best efforts to import as much of the legacy data provided by the Customer and to do so as cleanly as possible. However, 100% data conversion cannot be guaranteed, and BUILDERadius is not required to resolve data integrity / cleanliness issues that are native to the legacy system. BUILDERadius and the Customer will work cooperatively to test, review, and analyze imported data so that conversion issues are identified and resolved as quickly as possible.
- 5. Mobile Hardware.** Unless specifically stated, no customized support for mobile wireless hardware will be provided. If required, specific Mobile Hardware must be identified as a system interface and included in all system interface testing plans.
- 6. Process Optimization.** The Customer will actively direct and take ownership for any business process optimization enabled by BluePrince.
- 7. Training.** The Customer will dedicate uninterrupted time of appropriate personnel for training. Customers who choose to reduce BluePrince training requirements by participating in "Train the Trainer" sessions agree to take ownership of the associated training hours. The Customer will make its best effort to maximize attendance in the training sessions and cooperate with the BluePrince Team so that training is as effective as possible.

8. **Enable Online Collaboration Tools.** The Customer will make its best effort to enable GoToMeeting for the purposes of shared desktop functionality needed for training and configuration tasks.

9. **Enable Communication.** The Customer will allow for e-mail communications to and from builderadius.com and its domain aliases. The Customer will allow outbound Internet access to the BUILDERadius website and its aliases from each client and the server.

10. **Deadlines.** The Customer will commit all appropriate resources to meeting the deadlines.

11. **Changes and Enhancements.** The Customer understands that while BluePrince is a highly configurable software package, it is not custom software. Any and all changes to the Project or BluePrince enhancement requests will need to be considered by BUILDERadius for incorporation. Change/Enhancement requests will be submitted to the BluePrince Project Manager during the Implementation Project utilizing the change order request, or to the Support Team during Support and Maintenance utilizing the trouble ticket process. Depending upon the urgency, complexity and anticipated cost of the requested enhancement, a Project Impact Statement, with a quote, may be generated and provided to the customer.

12. **Third Party Software.** The Customer is responsible for obtaining, prior to the Project Kick-Off date, all third party software necessary for this BluePrince installation, as listed in the table below and consistent with the Technical Environment noted in Exhibit C.

Relevant Third Party Software
Operating System Licenses (for each workstation and server)
ArcGIS Runtime Engine 9.3 Licenses (for each workstation)
ArcView 9.3 License (for GIS Administrator)

13. **Minimum Requirements.** The following minimum system requirements must be in place before the kick-off date.

Server Minimum:

Windows 2000 (SP3)/XP (SP2)/Server2003

1GB RAM

Pentium IV 1.7GHz

4GB available hard drive space

SVGA display

Internet access via a reliable and available internet connection (i.e., not dial-up or ISDN)

Workstation(s) Minimum:

Windows 2000 (SP3)/XP (SP2)

256MB RAM

Pentium III 733 MHz

100MB available hard drive space

SVGA display (800 by 600 resolution)

TCP/IP access to Server

Internet access via a reliable and available internet connection (i.e., not dial-up or ISDN)

EXHIBIT F: Project Methodology

This section describes the methodology and timeline the BluePrince Implementation Team will utilize in the implementation of the BluePrince software solution for the Customer. Evaluation, planning, and training are based on industry best practices that have been identified and fine-tuned by BUILDERadius based on our cumulative understanding of customer needs and operational procedures. The times and durations of tasks listed below (in hours or days) are provided as indicators of approximate level of effort and are only rough estimates.

Timeline

Both parties recognize the importance of meeting the targeted Go-Live date. Hitting this date is dependent upon successful progress throughout the Project and both parties meeting the responsibilities outlined in this Agreement.

1. **Standard Timeline:** The standard timeline for the installation, configuration, and training is 16 weeks. Listed below you will find a chart of the major milestones and responsible parties.
2. **Timeline Changes:** Any timeline changes should be submitted in writing and agreed to by both parties. Any delays that are communicated throughout the implementation process and mutually agreed to in writing by both parties will have no penalties associated with them.
3. **Penalties for Missed Deadlines:** If the Go-Live date is missed as a result of delays on the part of the Customer, then BUILDERadius reserves the right to postpone the implementation to a later date. Missed deadlines may also result in change orders at an additional cost to the Customer.
4. **Fast Tracking:** The timeline below may be shortened to allow the Customer to go live with BluePrince as soon as possible. This adjustment will be determined after kick-off and depends largely on the Customer's willingness to use the self-training tools and aggressively meet project deadlines.

Timeline Estimation Chart

This chart provides a rough template of timing for a BluePrince Implementation Project. The critical Dependencies for each step in the Project are also defined. The next chart provides an Implementation Schedule and Deliverables Tracking sheet specific to this Project.

Event	Responsible Party	Week #	Dependencies
Project SOW Meeting	<ul style="list-style-type: none"> BluePrince Territory Manager and Implementation Manager Jurisdiction Project Manager 	1	Agreement Signed
Project Kick-Off Meeting	<ul style="list-style-type: none"> BluePrince Territory Manager and Implementation Manager Jurisdiction Project Manager and Key Departmental Contacts 	1	SOW Review Completed, Key Contacts Identified
Evaluation of Current State	<ul style="list-style-type: none"> BluePrince Engineer Jurisdiction Project Manager (Usage) and IT Contact (Environment) 	1	Project Kick-Off Meeting Completed
Data Import Planning & Testing	<ul style="list-style-type: none"> BluePrince Engineer Jurisdiction IT Contact 	1-3	Project Kick-Off Meeting Completed, Legacy Data Samples received
Business Process Analysis	<ul style="list-style-type: none"> BluePrince Engineer Jurisdiction Key Departmental Contacts 	1-3	
Software Installation	<ul style="list-style-type: none"> BluePrince Engineer Jurisdiction IT Contact 	2-3	Required Environment Available
Jurisdiction Training	<ul style="list-style-type: none"> BluePrince Engineer Jurisdiction Users 	2-6	User Groups & Needs Identified
Software Configuration	<ul style="list-style-type: none"> BluePrince Engineer Jurisdiction Key Departmental Contacts 	2-6	Business Process Analysis Complete for Area
Testing and Pre-Live Audit	<ul style="list-style-type: none"> BluePrince Engineer Jurisdiction Users 	2-6	Configuration Complete
Go-Live	<ul style="list-style-type: none"> BluePrince Engineer Jurisdiction IT Contact 	3-7	All critical issues resolved; followup items aligned
Two-Week Tweak Audit	<ul style="list-style-type: none"> BluePrince Engineer Jurisdiction Project Manager 	5-9	
Online Services Launch	<ul style="list-style-type: none"> BluePrince Engineer Jurisdiction Project Manager 	6-10	Configuration of Online Services
Project Close-Out Meeting	<ul style="list-style-type: none"> BluePrince Project Manager, Engineers Customer Project Manager, Key Departmental Contacts 	6-10	All critical issues resolved; followup items aligned

Implementation Schedule and Deliverables Tracking

This chart should be updated and maintained throughout the Project to track completion of critical milestones.

Customer: TOWN OF NAGS HEAD, NC
 Project Manager (Customer): _____
 Project Manager (BluePrince): _____

Project Deliverable or Event	Target Date	Actual Date
Software and Services Agreement Signed		
Project SOW Meeting		
Project Kickoff Meeting		
Evaluation of Current State		
Implementation Schedule Established		
Business Process Analysis		
Workflows Identified / Defined		
Workflow Configuration		
Form/Template Requirements Identified		
Report Requirements Identified		
Legacy Data Import		
Legacy Data Import Milestones Defined		
Legacy Data Import Mapping Signoff		
Legacy Data Import Testing Complete		
System Integration (GIS, Laserfiche, Offline)		
Integration Milestones Defined		
Integration Testing Complete		
Training and User Acceptance Testing		
Training Plan		
Training Complete		
User Acceptance Test Plan		
User Acceptance Test Complete		
Go Live and Project Closeout		
Punch List for Go Live Defined		
Go Live		
Two-Week Tweak Audit Complete		
Online Services Configuration Complete		
Online Services Launched		
Punch List for Closeout Defined		
Project Closeout		

Project Methodology Details

1. **Statement of Work Meeting** – The Statement of Work meeting is the first official meeting for this project and will be used to review and confirm the details of the project scope, to discuss concerns about establishing a schedule (e.g., holiday/vacation schedules, accounting issues), to review the processes to be used throughout the project, and to clarify the roles of the impacted departments. It is during this meeting that technical requirements for server/client configurations are reviewed. The number of user groups/departments and approximate size is identified. Requirements for PayPal and Project Pages are discussed. The BluePrince Implementation Manager will lead this meeting and will use the Statement of Work as a baseline to affirm the above for this project. Throughout the project, any changes to the scope, schedule, roles or deadlines will be handled utilizing Change Orders that are mutually executed.
 - a) **Identify key representatives for each customer role:** Project Manager, IT Contact, Primary and Ultimate Escalation Contacts, Key Departmental Contacts (Zoning, Building Permits and Inspections, Code Enforcement, Roads and Bridges, GIS, etc.).
 - b) **Identify key representatives for each BUILDERadius role:** Territory Manager (TM), Implementation Manager, Primary and ultimate escalation contacts, and BluePrince Engineers.
2. **Kick-Off Meeting** – The Kick-Off meeting is used to establish an Implementation Schedule, critical milestones and to discuss preferred contact methods. The number and size of user groups/departments is reviewed and confirmed. The BluePrince Implementation Manager leads this meeting and uses a Project Checklist to affirm the above for this project. Throughout the project, any changes to the scope, schedule, roles or deadlines will be handled through Change Orders as defined in Exhibit A.
3. **Evaluation of Current State** – A BluePrince Engineer will work with your IT staff to evaluate your IT environment and make recommendations to ensure the optimal performance of the BluePrince solution.
 - a) **Environment, including:** hardware, software, connectivity to Internet and security, and network.
 - b) **Usage, including:** number of proposed departments/users, and volume of proposed data.
4. **Business Process Analysis and Recommendations for Improvement** – Prior to software configuration, the BluePrince Engineer will gain an understanding of your detailed business processes and determine how to best represent them in BluePrince. Additionally, where practicable, the BluePrince Engineer will offer recommendations on optimizing existing business processes to eliminate bottlenecks and maximize efficiencies across departments in your jurisdiction.
 - a) **Workflows.** Capture workflow process from beginning to end for all project types (e.g., Code Enforcement, Approvals, Inspections).
 - b) **Accounting.** Identify and represent fee assignment and payment procedures.
 - c) **Contractors and Companies.** Understand and translate the detailed requirements for contractor and company participation in the building processes.
 - d) **User Accounts.** Understand and represent the Customer's user types, options, usage, and access.
 - e) **Project Steps.** Implement and review the relationship between Projects, Workflows, People, and Accounts – who does what, and in what order.
5. **Software Installation** – A BluePrince Engineer will you through the installation process.
 - a) **IT contacts.** Establish a primary and backup IT contact responsible for working with BUILDERadius. Explain examples of when BUILDERadius Technical Support might contact IT, and review the details of how IT can contact Technical Support, as specified in Exhibit D.

- b) **Server configuration checkpoint.** Designate the hardware to be used for the BluePrince server. Preferably a stand-alone system running no other software.
 - c) **Server Installation.** Installation will take approximately one hour with detailed instructions and full on-line and phone support from a BUILDERadius engineer.
 - d) **Client Installation on each end user machine.** The BluePrince client installer has an "msi" file extension. Manual installation steps are required to accept or overwrite the settings during the installation for each client machine.
6. **Legacy Data Import** – A BluePrince Engineer will help configure existing import utilities and / or create one-time custom import scripts to convert data from legacy systems to be replaced by BluePrince
- a) Sample of legacy data including all fields to be imported must be previewed and analyzed prior to completion of this agreement. Details of fields to be imported are reflected in the Statement of Work.
 - b) Imported data will be provided in the BluePrince schema to the Customer for review and signoff during the Implementation Project.
 - c) All legacy data must be provided in the same format as all prior samples by 5:00 PM EST one business day prior to Go-Live date for final import into BluePrince.
 - d) Data for the final import into BluePrince must be provided in the exact format as the sample imported for final customer review and signoff. If the data provided for the final import is in a different format than the data originally provided, a minimum charge will be applied for each modified file format, as noted in Exhibit A. Unexpected modifications to anticipated file formats may result in a delay of going live and additional project costs.
7. **Software Configuration** – A BluePrince Engineer will help you configure BluePrince to accurately reflect your business processes through a series of shared desktop configuration sessions:
- a) **Workflows.** Configure BluePrince modules.
 - b) **User Accounts.** User account configuration.
 - c) **Project Steps.** Establish a list of Project Types and their corresponding steps.
8. **Jurisdiction Training** – A BluePrince Engineer will help direct users to self-service training materials. He or she will also provide remote instruction over GoToMeeting shared desktop technology.
- a) **Self-Service Training**
 - i) BluePrince University: On-line videos and recorded webinars.
 - ii) Training Mode: at user's own pace.
 - b) **Instructor-Led Training,** for all purchased modules (Remote over GoToMeeting)
9. **Testing and Pre-Live Audit** – While key jurisdiction users test the functionality of the configuration prior to going live with the BluePrince software solution, a BluePrince Engineer will perform a pre-live audit to capture any remaining issues.
- a) **User Acceptance Test (UAT):** Testing of all modules, permits, fees, user access options, and approvals executed prior to Go-Live. Key jurisdiction user personnel execute this testing in cooperation with the BluePrince Engineer.
 - b) **Pre-Live Audit:** One day for BluePrince Engineer to perform. Typically less than one week for jurisdiction to implement changes resulting from audit.
10. **Pre Go-Live Alignment Meeting:** Prior to scheduling a final Go Live date, a punch list of items to be addressed for the project must be reviewed and signed off between the BluePrince Implementation Project Manager and Customer Project Manager. A review meeting of these outstanding items is scheduled, with

the BluePrince Sales and Client Services Executives invited to participate, to ensure that all expectations from the Sales cycle have been met and that all preconditions for completion of the Implementation and handoff to Client Services have been addressed. Some of these items may be required prior to Go Live, but some of them may be scheduled after Go Live. The purpose of this list is to ensure that the Go Live is successful and the Project can be closed out efficiently with a clear plan for any outstanding items.

11. **Go-Live** – On this date all new users and departments covered under the scope of this project will be “live” with the BluePrince software solution.

- a) This is the deadline by which the following conditions are met:
 - i) Configuration, training, data import complete.
 - ii) All new departments and users begin using BluePrince full time.
 - iii) Legacy systems to be replaced are no longer used.
- b) This date is a commitment by the Customer to BUILDERadius that if not met could result in an amendment to this Agreement with the potential for additional professional services fees.

12. **Two-Week Tweak** – A BluePrince Engineer will perform a quality audit to confirm proper and efficient use of the BluePrince software solution by the jurisdiction staff.

- a) After going live, BUILDERadius will perform an audit of the configuration, data and usage of BluePrince. This will take one day and will require no participation by the Customer. A list of observations and recommendations for improvement will then be provided to the Customer.
- b) BUILDERadius proposes that the Customer implement any recommended changes within a week to get the benefits of a BluePrince system that is optimized for best practices and delivery of quality online contractor services.

13. **Post Go-Live Alignment:** After Go Live and prior to formal Project Closeout, the updated punch list of items is again reviewed and signed off between the BluePrince Implementation Project Manager and Customer Project Manager. A copy of this list is provided to both the BluePrince Sales and Client Services Executives. If there are any outstanding items on the list, a Change Order is created to define how the remaining items will be handled and identifying any costs associated with the extension of the Implementation.

14. **Project Closeout** – A formal Closeout meeting is held to ensure that all project participants understand the status of remaining items and so that all users know how to contact BluePrince Support.

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