

City of Pataskala - Cloud Migration

Quote

Prepared For:

Pataskala, City of

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Prepared by:

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Date Issued:

10.26.2024

Expires:

11.20.2024

VIP Cloud	Price	Qty	Ext. Price
VIP Cloud Setup and Configuration (one-time fee)	\$2,300.00	1	\$2,300.00
VIP Cloud Annual Fee	\$16,874.00	1	\$16,874.00
Subtotal:			\$19,174.00

Quote Summary	Amount
VIP Cloud	\$19,174.00
Total:	\$19,174.00

Additional Terms

VIP Cloud Terms of Service

The subscription fee will be invoiced annually at \$16,874 and requires a minimum one-year commitment. It will begin when the city is provided credentials to the VIP cloud hosted database.

On-site hardware resources may still be required for services like Check Printing, Receipt Printing, etc. As quoted VIP Cloud includes one live instance of VIP Database. If the customer would like to have a VIP sandbox after go-live on VIP, the annual subscription fee for the sandbox is an additional \$3,000 annually.

TERMS AND CONDITIONS OF SALE

1. SELLER RESPONSIBILITIES

1.1 Provision of Purchased Services. Seller will (a) provide Web and Cloud Back-up Services of Customer's VIP applications to the applicable Seller Software pursuant to this Agreement, and as specified in the attached Quote, (b) be solely responsible for setting applicable data processing and transmission parameters, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours per day and 7 days a week, except for: (i) planned down (of which Seller shall give notice), (ii) failure of equipment, software or services not under the direct control of Seller and (iii) any unavailability caused by circumstances beyond Seller's reasonable control, including but not limited to, a Force Majeure event (an act of God, act of government, natural disaster, civil insurrection, terrorist act, internet service provider failure or delay, war or other act of military force, epidemic or pandemic, or strike or other labor dispute.)

1.2 Protection of Customer Data. Seller will maintain reasonable administrative, physical, and technical safeguards for protection of the security of Customer data. Those safeguards will include measures designed to prevent unauthorized access of Customer Data (other than by Customer or Authorized Users.) Seller shall have no liability to Customer for any lost data or information, or any data or information accessed via any security breach or unauthorized login. Seller will provide best effort cooperation in response to any data restoration services needed during the term of this agreement.

2. CUSTOMER RESPONSIBILITIES.

2.1 Customer Acknowledgment. Customer acknowledges and agrees that access to these Services will require Customer to agree to the terms and conditions of Seller's designated supplier of hosting services.

2.2 Network Requirements. Customer acknowledges and agrees that the operation of any product Deliverable is dependent upon Customer having and maintaining appropriate hardware, software, and internet capabilities (the "Network Requirements"). The Network Requirements may change as a result of any updates or upgrades to a product Deliverable, and Customer acknowledges and agrees that Customer shall, at its cost, meet those Network Requirements, in order to obtain the applicable hosting services.

3. DISCLAIMER OF CONSEQUENTIAL DAMAGES; LIMITATIONS ON REMEDIES. Seller hereby disclaims any and all consequential and incidental damages arising out of or relating to the agreement, including but not limited to loss of use, downtime, lost profits, cover, recall costs, loss of goodwill, freight expenses, independent contractor expenses, employee wages and benefits, and lost or destroyed data or information. In no event shall Seller's liability to customer or any third party, arising out of or relating to a deliverable or the agreement, whether for breach of warranty, breach of contract, or arising in tort or otherwise, exceed the amount of one month's subscription service fees for the deliverable to which the claim relates, or \$1,000, whichever is the greater amount.

4. TERM. The term of this hosting agreement commences on the effective date of the Agreement and is perpetual. Seller may terminate this agreement upon written notice to Customer in the event of Customer's breach of the Agreement. Customer may terminate this agreement at any time after hosting services begin and payment of all fees, upon at least ninety (90) days written notice to Seller; provided, however, no such termination shall result in reimbursement of any fees paid or payable to Seller.

5. POST-TERMINATION OBLIGATIONS. Within ninety (90) days after termination of this Agreement, Seller shall: provide rehosting of license and data to Customer's Local Server.

To proceed with this order, please return signed quote with purchase order number to:
beasterling@mysoftwaresolutions.com.

Printed Name: _____

Signature: _____

Title: _____

Purchase Date: _____

Purchase Order Number: _____