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TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	ENERGOV SOLUTIONS
SUBJECT/PROJECT:	SOFTWARE PURCHASE CONTRACT
CITY DEPARTMENT:	ADMINISTRATION
YEAR:	2009
EXPIRATION DATE:	10/27/2010 WITH OPTION TO RENEW
DESTRUCTION DATE:	01/01/2017

Software Purchase Contract

** ORIGINAL **

City of Grand Junction

250 North 5th Street

Grand Junction, CO 81501

enerGovSolutions™
Government Connected Solutions

THE POWER OF ENTERPRISE.
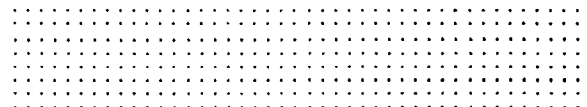
Use Linux to fix a dead computer

February 4, 2010 —by Steven J. Vaughan-Nichols - There are several Linux distributions that are designed to help you bring dead PCs back to life no matter what operating system they're running. I have two favorites in this line: Damned Small Linux, which will run on almost any 486 or newer PC, and SystemRescueCD. With both, I've brought PCs back from fried hard drives, corrupt memory, and innumerable cases of Windows malware crud. If you ever do computer repair, you must have at least one of these in your repair kit. They're incredibly powerful and useful.

This tip is adapted from "And the best Linux desktop distro of all is..." by Steven J. Vaughan-Nichols.

Damn Small Linux

Biz-Card Desktop OS

* Runs from CD, USB pendrive or embedded as a guest OS
* Extendable via MyDSL   * Installs to HD as Debian
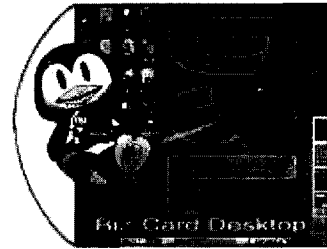
What is DSL?

Damn Small

Linux is a very versatile 50MB mini desktop oriented Linux distribution.

Damn Small is small enough and smart enough to do the following things:

- Boot from a business card CD as a live linux distribution (LiveCD)
- Boot from a USB pen drive
- Boot from within a host operating system (that's right, it can run *inside* Windows)
- Run very nicely from an IDE Compact Flash drive via a method we call "frugal install"
- Transform into a Debian OS with a traditional hard drive install
- Run light enough to power a 486DX with 16MB of Ram
- Run fully in RAM with as little as 128MB (you will be amazed at how fast your computer can be!)
- Modularly grow -- DSL is highly extendable without the need to customize

DSL was originally developed as an experiment to see how many usable desktop applications can fit inside a 50MB live CD. It was at first just a personal tool/toy. But over time Damn Small Linux grew into a community project with hundreds of development hours put into refinements including a fully automated remote and local application installation system and a very versatile backup and restore system which may be used with any writable media including a hard drive, a floppy drive, or a USB device.

DSL has a nearly complete desktop, and a tiny core of command line tools. All applications are chosen with the best balance of functionality, size and speed. Damn Small also has the ability to act as an SSH/FTP/HTTPD server right off of a live CD. In our quest to save space and have a fully functional desktop we've made many GUI administration tools which are fast yet still easy to use. What does DSL have?

XMMS (MP3, CD Music, and MPEG), FTP client, Dillo web browser, Netrik web browser, FireFox, spreadsheet, Sylpheed email, spellcheck (US English), a word-processor (Ted), three editors (Beaver, Vim, and Nano [Pico clone]), graphics editing and viewing (Xpaint, and xzgv), Xpdf (PDF Viewer), emelFM (file manager), Naim (AIM, ICQ, IRC), VNCviwer, Rdesktop, SSH/SCP server and client, DHCP client, PPP, PPPoE (ADSL), a web server, calculator, generic and GhostScript printer support, NFS, Fluxbox and JWM window managers, games, system monitoring apps, a host of command line tools, USB support, and pcmcia support, some wireless support.

Curious about who we are? Check out the contributors page.

3.x Supports Application launching from limited icons. Application centric. Menu driven.
Current 3.x version 3.4.12, screenshots: 1 2 Older Screenshots

4.x Supports Drag-N-Drop, Folder/Document centric. Many icons. Can be run menuless.
Current 4.x version: 4.4.10, screenshots: 1 2

Get The Official Damn Small Linux Book.

Where to go to from here?

Applications   see what we packed inside...
Packages   what DSL is made of

Microsoft
.net

This Master Customer Agreement is made and entered into as of the Effective Date (defined below) and between: EnerGov Solutions, LLC ("EnerGov"), a Georgia limited liability company located at 2160 Satellite Blvd, Suite 300, Duluth, Georgia 30097, and the City of Grand Junction, Colorado ("Customer"), City Hall located at 250 North 5th Street, Grand Junction, CO 81501.

EnerGov Solutions and Customer hereby agree as follows:

This Master Customer Agreement consists of this signature page, the Terms and Conditions attached hereto and the Proposal attached hereto.

This Master Customer Agreement and that certain Software Support Agreement constitute the entire agreement between the parties on the subject hereof and superseded all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral. This Master Customer Agreement does not operate as an acceptance of any conflicting or additional terms and conditions and shall prevail over any conflicting or additional provisions of any purchase order, RFP or any other instrument of Customer, it being understood that any purchase order or RFP issued by Customer shall be for Customer's convenience only. This Master Customer Agreement may not be amended, modified, supplemented, or deviated from, except by a writing executed by authorized officials or employees of EnerGov and Customer. By executing this Master Customer Agreement, Customer and EnerGov acknowledge that they have reviewed the terms and conditions of this Master Customer Agreement and agree to be legally bound by the same.

Effective Date of the Master Customer Agreement: _10/27/09_ ("Effective Date")

EnerGov: Customer:

EnerGov Solutions, LLC   City of Grand Junction, Colorado

By: _____   By: _____

(Print Name): _Mark A. Bewly_   (Print Name): _Jay Valentine_

Title: _Exec. Vice Pres._   Title: _Purchasing Mgr_

Date: _10/20/2009_   Date: _10/27/09_

Confidential Information - Do Not Distribute

EnerGov .NET Enterprise Package Overview

Software Cost (Itemized)	# user licenses	Software / Service Fees	Annual Maintenance & Support	Notes / Descriptions
EnerGov .NET Enterprise Land Management Suite				
Package Includes:				
Project & Plan Management				
Permit Management	35	$174,965	$32,437	Licenses are for concurrent users. Additional licenses are $4,999 / per license.
Inspection Management				
Code Enforcement Management				
EnerGov GIS Viewer	35	$20,470	$3,795	EnerGov GIS Viewer can be deployed in both ArcGIS Server and ArcGIS Desktop environments; requires ArcEngine runtime for each user if not using ESRI Server-based Technology. Additional viewer licenses are $584/license
EnerGov GIS Server Standard	1	$24,995	$4,634	Requires ArcGIS Server. Provides full two-way GIS interface
EnerGov eReviews	1 Server License	$49,999	$9,269	Electronic Plan Review and Submittal application
EnerGov Citizen Access	1 Server License	$19,999	$3,708	Web portal for on-line application submittal and status review for project/plan/permit management
Credit Card Processing through Citizen Access	1	$2,999	$556	Requires Customer to maintain merchant account
Total Software Costs		**$293,427**	**$54,399**	NOTE: First year support/maintenance fees are waived. Will begin on the first anniversary of "Go Live." Please see Schedule 1.
Development & Implementation Services				
Comprehensive Setup & Implementation		$120,718		Includes Comprehensive Setup & Configuration (i.e. EnerGov places **NO LIMITATION** on Permit Types, Plan Types, Inspection Types, License Types, Case Types, Contact Types, Fee Types, Review Types, etc.)
Custom Reports	30	No extra Charge		EnerGov includes over 200 standard reports. Additional customer reports are quoted time and material.,
Novel Groupwise - Interface		$8,344		
New World Financial - Interface		$4,768		
Planning/Permitting Import from Oracle DB		$10,880		
Code Enforcement Import from Oracle DB		$8,344		
Total Implementation Services Cost		**$153,054**		
EnerGov Training Services				
Complete On-Site Staff Training & Go Live Support				
End User				Complete On-Site Training w/ EnerGov Project Team; 26 days training /1 5 days go live support;

EnerGov Solutions Software Purchase Proposal	System Administrative Operations Staff		41 days onsite		includes full service training for System Administrators, Power Users, Clerical Staff, Field Staff, General Inquiry.
Total Training Services			$37,653		Additional training provided at the rate of $918/day plus travel costs.
Project Travel Expenses					
Project Travel Costs			$30,500		Additional travel invoiced at costs
Project Subtotal			$514,634		EnerGov is including (1) Registration Voucher for the 2009 Annual User Conference @ no charge
Small Government Discount			($64,634)		
Total Purchase Price			$450,000		Initial purchase price = $400,000 with $50,000 deferred
Deferred Costs			$50,000		Costs deferred to years 2 through 4 at the rate of $4,166.67/quarter
Total Annual Maintenance-Support Fees				$54,399	Invoiced quarterly beginning on the 5th Quarter following "Go-Live"

Standard Rate Table for Additional Services
(does not include travel-related expenses)

RESOURCE COSTS	Daily Rate
Onsite Project Manager	$1,112
Business / Configuration Analyst	$1,112
Training Manager	$1,112
Trainer	$792
Development Manager	$1,592
Developer / Data Conversion Specialist	$1,192
GIS Analyst	$1,112
Technical Analyst	$896
GIS Application Developer	$1,992
Offsite Project Management	$312

These Terms and Conditions are entered into by and between EnerGov Solutions, LLC and Customer as of the Effective Date as set forth on the Master Customer Agreement signature page to which these Terms and Conditions are attached.

1. **Definitions.** In addition to any other terms defined in this Agreement, the following capitalized terms shall have the following meanings:

   a) "Agreement" means the Master Customer Agreement and shall include the signature page of the Master Customer Agreement, these Terms and Conditions, the Proposal, and those portions of Energov's Response to RFP which have been referenced on Exhibit C attached hereto, and any other Exhibits, schedules, attachments or addenda to which the parties have agreed. In the event the items referenced in Exhibit C create any conflict with the terms of the Master Customer Agreement, the Proposal, or these Terms and Conditions, then the Master Customer Agreement, the Proposal, and these Terms and Conditions shall control.

   b) "Citizen Users" means individuals granted access by the Customer only to the web-enabled components of EnerGov Software such as Citizen Access Web Portal and the e-Reviews Portal.

   c) "Concurrent User" means User accessing or operating the EnerGov Software simultaneously with other Users of the software. Citizen Users shall not be included in the calculation of Concurrent Users.

   d) "Customer" means the City of Grand Junction, a home rule municipality, the entity executing the Master Customer Agreement with EnerGov to which these Terms and Conditions are attached.

   e) "Deliverables" means the Products and Services.

   f) "Designated System" means the Customer's computer and hardware operating systems which meet or exceed the minimum specifications set forth by EnerGov in the Proposal.

   g) "Documentation" means the user documentation and any other operating, training, and reference manuals relating to the use of the EnerGov Software, as supplied by EnerGov to Customer, including any modifications and derivative works thereof.

   h) "EnerGov Software" means any and all EnerGov software as listed in the Proposal and described in the Technical Matrix. In the event that there is any inconsistency or conflict between the terms of the Proposal and the Master Customer Agreement and the description included in the Technical Matrix, then the terms of the Proposal and the Master Customer Agreement shall control.

   i) "Escrow Agreement" means the Three-Party Escrow Agreement by and among EnerGov, Customer and Escrow Associates, LLC, a form of which is attached hereto as Exhibit D.

   i) "Fees" means all fees and expenses payable to EnerGov pursuant to this Agreement.

   j) "Major Release" means a revision to the EnerGov Software indicated by a change in the first digit of the version number.

   k) "Minor Release" means a revision to the EnerGov Software indicated by a change in the second digit of the version number.

   l) "Object Code" means the binary machine-readable version of the EnerGov Software.

   m) "Products" means the EnerGov Software and Documentation.

   n) "Proposal" means the EnerGov software license and services proposal attached to and incorporated into the Master Customer Agreement to which these Terms and Conditions are attached.

   o) "Release" means either a Major Release or Minor Release issued by EnerGov with respect to EnerGov Software.

   p) "Services" means the Installation Services, Training Services, and/or any additional services to be provided to Customer pursuant to and in accordance with this Agreement.

   q) "Technical Matrix" means the portion of EnerGov's Response to Customer's RFP attached hereto as Exhibit B.

   r) "Users" means the employees of Customer permitted to use the EnerGov Software as described in Section 2 below.
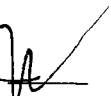
2. **License of EnerGov Software.**

   2.1 Subject to these Terms and Conditions, including, without limitation, the payment of all Fees, EnerGov hereby grants to Customer and Customer accepts a limited, personal, non-exclusive, non-transferable, non-assignable license:

   (i) To use only in the United States, unless accessed outside of the United States by a Citizen User, and allow Users to use, the EnerGov Software in executable Object Code form only, on the Designated System for Customer's internal, in-house purposes only to process Customer's data for transaction and reporting purposes;

   (ii) To make multiple copies of the EnerGov Software solely for backup or archival purposes and not for operational use;

   (iii) To use the Documentation as reasonably necessary for its internal use in connection with the EnerGov Software license granted pursuant to this Agreement;

   (iv) To make the web-enabled components of the EnerGov Software available to Citizen Users; and

   (iv) provided, however, that Customer may not have more than the number of Concurrent Users set forth in the Proposal.

   2.2 Customer may install the copy of the EnerGov Software on multiple servers which may be accessed and used by Users via Customer's local and wide area network. A copy of the EnerGov Software shall be considered in "use" when it is

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loaded into the temporary memory (i.e., RAM) of a computer. Citizen Users accessing the web-enabled components of the EnerGov Software, such as Citizen Access Portal and e-Review Portal, shall access the website through Customer's designated web server(s).

2.3 EnerGov employs authorization devices that enable the temporary and permanent use of the EnerGov Software ("Registration Codes"). EnerGov may issue temporary Registration Codes to enable the Customer's use of the EnerGov Software prior to receiving payment in full from the Customer in accordance with the terms of this Agreement. Any temporary Registration Codes issued will expire on the due dates listed on the payment schedule (attached hereto as Schedule 1) unless EnerGov has timely received each applicable payment on or before each applicable due date. Customer acknowledges and agrees that the EnerGov Software will not operate in the event the temporary Registration Codes expire. Permanent Registration Codes will only be issued after payment is received in full. Until such time, any temporary Registration Codes may be administered at EnerGov's discretion, which administration may be modified from time to time. Customer shall not modify any Registration Code or other security device used by EnerGov to protect the EnerGov Software or attempt to bypass or circumvent such Registration Code or other device.

2.4 Except as explicitly provided in this Section 2, no license under any patents, copyrights, trademarks, Trade Secrets, or any other intellectual property rights, express or implied, are granted by EnerGov to Customer under this Agreement.

3. **Ownership; Reservation of Rights.**
   3.1 EnerGov reserves all rights not expressly granted in this Agreement. Customer may use the EnerGov Software and Documentation only to process Customer's and Citizen Users' data and may not, and shall not knowingly permit any third party to, (i) use the EnerGov Software or Documentation for time-sharing, rental, or service bureau purposes; (ii) copy (except as permitted in this Agreement), sublicense, distribute, transfer, or transmit the EnerGov Software and Documentation; or (iii) translate, reverse engineer, decompile, recompile, update, disassemble, or modify all or any part of the EnerGov Software and Documentation (including without limitation, any source code) or obtain possession of any source code or other technical material relating to the EnerGov Software. Customer shall not knowingly allow any third party (other than the Users) to have access to the EnerGov Software or Documentation without EnerGov's prior written consent. Customer shall not remove any proprietary notices on the EnerGov Software and Documentation and shall affix all proprietary notices affixed to the EnerGov Software and Documentation delivered to Customer to all copies of the EnerGov Software and Documentation permitted to be made hereunder.

   3.2 All patents, copyrights, circuit layouts, mask works, Trade Secrets, and other Proprietary Information in or related to the EnerGov Software and Documentation are and will remain the exclusive property of EnerGov, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the EnerGov Software or Documentation is used or licensed. Customer will not take any action that jeopardizes EnerGov's proprietary rights or acquire any right in the Software, the Documentation or other items of Proprietary Information. EnerGov will own all rights in any copy, translation, modification, adaptation, or derivation of the EnerGov Software, Documentation or other items of Proprietary Information, including any improvement or development thereof. Customer will obtain, at EnerGov's request, the execution of any instrument that may be appropriate to assign these rights to EnerGov or perfect these rights in EnerGov's name.

   3.3 The parties agree to enter into a mutually acceptable Escrow Agreement in a form substantially similar that attached hereto as Exhibit D. EnerGov shall bear the costs associated with said Escrow Agreement during the term of this Agreement.

4. **Installation Services.**
   4.1 EnerGov will deliver the EnerGov Software to Customer and install and configure such EnerGov Software ("Installation Services") in accordance with, and for the Fees set forth on, the Proposal. Notwithstanding the foregoing, all quoted installation dates, including dates related to terms such as "Installation", and "Completion of Training", on any Proposal or otherwise are estimates only. In the event that the timeline for installation, training, or otherwise, will deviate by more than thirty (30) days from the timeline provided to Customer as of the date this Agreement is executed, both parties must approve the revised timeline, such approval not to be unreasonably withheld.

   4.2 The Installation Services shall not include any modifications to the EnerGov Software beyond what is described in the Proposal. Except as expressly provided in the Proposal, any modifications to the EnerGov Software requested by Customer and agreed upon by EnerGov shall be provided at EnerGov's current time and materials rate.

5. **Training Services.** EnerGov will provide on-site training services ("Training Services"), if any, in accordance with, and for the Fees set forth on, the Proposal. EnerGov and Customer shall schedule a mutually agreeable time to conduct the Training Services. A Training Service day shall include at least eight hours of on-site training exclusive of travel time and breaks for meals, but including all class-room, and one-on-one teaching time.

   The Installation and Training Services shall be performed by the project team described on Exhibit E, provided that EnerGov

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EnerGov Initials:

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may substitute other qualified personnel in place of those listed on Exhibit C from time to time in its sole discretion.

6. **Support Services.** Any EnerGov Software support services ("Support Services") shall be provided to Customer if Customer enters into a separate EnerGov Software Support Agreement ("Support Agreement").

7. **Fees, Expenses, and Payment.**
   7.1 Subject to Section 7.2, Customer agrees to pay to EnerGov:
      (i) the fees for the license of the EnerGov Software ("License Fees") in the amounts set forth on the Proposal;
      (ii) the fees for the Training Services ("Training Fees") in the amounts set forth on the Proposal;
      (iii) the fees for the Installation Services ("Setup and Installation Fees") in the amounts set forth on the Proposal; and
      (iv) the amounts indicated on the Proposal for travel and other expenses.
   7.2 Customer is a governmental agency. Anticipated expenditures/obligations beyond the end of the current Customer's fiscal year shall be subject to budget approval. If Customer's City Council fails to appropriate or authorize the expenditure of sufficient funds to provide for the continuation of this Agreement, or if a lawful order issued in or for any fiscal year during the term of this Agreement reduces the funds appropriated or authorized in such amounts as to preclude making the payments set forth herein, this Agreement shall terminate on the date said funds are no longer available without any termination charge or other liability incurring to the Customer. Customer shall provide EnerGov with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice shall suffice. Notwithstanding anything to the contrary in this Section 7.2, Customer agrees that full payment of all Fees due upon Contract Signing (as shown on Schedule 1) have already been fully authorized and appropriated by Customer's City Counsel and shall **not** be subject to any additional budgetary approvals or authorizations.
   7.3 Subject to Section 7.2 and except as expressly provided in this Agreement, the aggregate sums of the Fees described in Section 7.1 shall be due and paid strictly in accordance with the payment schedule attached hereto as Schedule 1. Upon advance written notice to Customer, EnerGov may permit a third party to bill the Customer and may direct Customer to pay the Fees to a third party.
   7.4 Any Services provided by EnerGov at the request of Customer that are not listed or described in the Proposal shall be provided at EnerGov's current time and materials rate. Additionally, Customer shall reimburse

EnerGov for all other expenses reasonably incurred in rendering on-site Services to Customer. All fees and services not expressly set forth in this Agreement must be approved in writing by Customer before any expenses are incurred.

7.5 All Fees payable to EnerGov under this Agreement are net amounts to be received by EnerGov, exclusive of all taxes, whether federal, state, or local, however designated, that may be levied or based upon this Agreement or upon the Deliverables furnished hereunder (collectively, the "Taxes") and are not subject to offset or reduction because of any Taxes incurred by Customer or otherwise due as a result of this Agreement. Customer shall be responsible for and shall pay directly, any and all Taxes relating to the performance of this Agreement, provided that this paragraph shall not apply to taxes based solely on EnerGov's income.

7.6 Subject to Section 7.2, all sums payable to EnerGov pursuant to this Agreement which are past due shall accrue interest at the rate of 1.5% per month or the highest legal rate allowed whichever is less, commencing with the date on which the payment was due, unless such payments are the subject of a good faith dispute of which Customer has notified EnerGov in writing within thirty (30) days of receipt of the applicable invoice.

7.7 Notwithstanding Sections 7.1, 7.3, 7.4, 7.5 and 7.6, the amounts budgeted for training days and travel costs not utilized during the implementation of the EnerGov Software shall be deducted from the Deferred Payment designated on Schedule 1 for the year in which it is determined that such training days and travel costs will not be utilized.
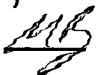
8. **Confidentiality.**
   8.1 For the purposes of this Agreement, (i) "Proprietary Information" means Trade Secrets and Confidential Information; (ii) "Trade Secrets" shall have the meaning assigned thereto in Section 10-1-761 of the Official Code of Georgia Annotated, as amended from time to time; and (iii) "Confidential Information" shall mean any confidential and proprietary material, data, or information (in whatever form or media) of EnerGov which is of a special and unique nature and has tangible or intangible value including without limitation all non-public information pertaining to the Deliverables and information concerning or related to the business of EnerGov that could be used as a competitive advantage by competitors if revealed or disclosed to such competitors or to persons revealing or disclosing same to such competitors; provided however, that Confidential Information shall not include any information which Customer can prove was or became generally known or available to the public (other than by reason of any violation by Customer or any other person of any written or other obligation of confidence).
   8.2 Subject to its obligations under the Colorado Open Records Act (as may be amended from time to time), Customer agrees that, at all times during the term of this Agreement, and (i) with respect to all Proprietary Information constituting Trade Secrets, for so long thereafter as such Proprietary Information

continues to constitute Trade Secrets (or for the period beginning on the last day of the term of this Agreement and ending on the fifth (5th) anniversary thereof, whichever is longer), and (ii) with respect to all Proprietary Information not constituting Trade Secrets, for the period beginning on the last day of the term of this Agreement and ending on the fifth (5th) anniversary thereof, Customer (A) shall hold such Proprietary Information in strict confidence, (B) shall not directly or indirectly disclose, divulge or publish to any third party any of such Proprietary Information, and (C) shall not directly or indirectly, on behalf of Customer or any other third party, use any of such Proprietary Information for any purpose other than solely as permitted in this Agreement or as otherwise required to treat the Proprietary Information in accordance with the Colorado Open Records Act. Customer shall take all actions necessary to protect the Proprietary Information against any unauthorized disclosure, publication or use. Customer shall immediately notify EnerGov of any intended or unintended unauthorized disclosure, publication or use of any Proprietary Information by Customer or any third party of which Customer becomes aware or reasonably should become aware. Customer shall assist EnerGov, to the extent reasonably necessary, in the procurement or protection of the rights of EnerGov to or in any and all Proprietary Information.

8.3 Notwithstanding Section 8.2 hereof, in the event that Customer becomes legally compelled (by deposition, interrogatory, request for production of documents, subpoena, civil investigative demand, request pursuant to the Colorado Open Records Act, or similar process) to disclose any of the Proprietary Information, Customer shall provide EnerGov with prompt prior written notice of such requirement so that EnerGov may seek a protective order or other appropriate remedy, and Customer will cooperate fully with EnerGov's efforts to obtain any such order or other remedy. In the event that such protective order or other remedy is not obtained, Customer will furnish only that portion of the Proprietary Information which Customer is advised by written opinion of Customer's legal counsel is legally required, and shall not be deemed to have breached Section 8.2 hereof because of such limited disclosure of such Proprietary Information.

9. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ENERGOV MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, WITH RESPECT TO THE ENERGOV SOFTWARE, DOCUMENTATION OR SERVICES OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY

PARTICULAR PURPOSE OR USE BY CUSTOMER, NONINFRINGEMENT, OR OF ERROR FREE AND UNINTERRUPTED USE, ALL OF WHICH ARE HEREBY EXCLUDED AND DISCLAIMED IN ALL RESPECTS.

10. **Proprietary Rights Indemnification.**
    10.1 EnerGov will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the EnerGov Software directly infringes any United States copyright or misappropriates any Trade Secret (as defined in Section 8.1), and EnerGov will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

    10.2 EnerGov's obligations under Section 10.1 with respect to an action are conditioned on (i) Customer notifying EnerGov promptly in writing of such action, (ii) Customer giving EnerGov sole control of the defense thereof and any related settlement negotiations, and (iii) Customer cooperating with EnerGov in such defense (including, without limitation, by making available to EnerGov all documents and information in Customer's possession or control that are relevant to the infringement or misappropriation claims, and by making Customer's personnel available to testify or consult with EnerGov or its attorneys in connection with such defense).
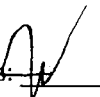
    10.3 If the EnerGov Software becomes, or in EnerGov's opinion is likely to become, the subject of an infringement or misappropriation claim, EnerGov may, at its option and expense, either (i) procure for Customer the right to continue using the EnerGov Software, (ii) replace or modify the EnerGov Software so that it becomes non-infringing, or (iii) terminate Customer's right to use the EnerGov Software and give Customer a refund or credit for the License Fees actually paid by Customer for the infringing components of the EnerGov Software less a reasonable allowance for the period of time Customer has used the EnerGov Software.

    10.4 Notwithstanding the foregoing provisions of this Section 10, EnerGov will have no obligation or otherwise with respect to any infringement or misappropriation claim based upon (i) any use of the EnerGov Software not in accordance with this Agreement or for purposes not intended by EnerGov, (ii) any use of the EnerGov Software in combination with other products, equipment, software or data not supplied by EnerGov, (iii) any use of any Release of the EnerGov Software other than the most current Release available to EnerGov customers, or (iv) any modification of the EnerGov Software made by any person other than EnerGov.

11. **General Indemnity.**
    11.1 Subject to the other limitations contained in this Agreement, EnerGov agrees to indemnify and hold harmless Customer, and Customer agrees to indemnify and hold harmless EnerGov respectively, from any liabilities, penalties, demands, or claims finally awarded (including the costs,

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expenses, and reasonable attorney's fees on account thereof) that may be made by any third party for personal bodily injuries, including death, resulting from the indemnifying party's negligence or willful acts or omissions or those of persons furnished by the indemnifying party, its agents, or subcontractors or resulting from the use of the EnerGov Software, Products, Installation Services and/or Training Services furnished hereunder. EnerGov agrees to defend Customer, at Customer's request, and Customer agrees to defend EnerGov, at EnerGov's request, against any such liability, claim or demand. Customer and EnerGov respectively agree to notify the other party promptly of any written claims or demands against the indemnified party for which the indemnifying party is responsible hereunder. The foregoing indemnity shall be in addition to any other indemnity obligations of EnerGov or Customer set forth in this Agreement.

11.2 If the indemnifying party fails to assume the defense of any actual or threatened action covered by this Section 11 within the earlier of (i) any deadline established by a third party in a written demand or by a court and (ii) thirty (30) days of notice of the claim, the indemnified party may follow such course of action as it reasonably deems necessary to protect its interest, and shall be indemnified for all costs reasonably incurred in such course of action; provided, however, that the indemnified party shall not settle a claim without the consent of the indemnifying party.

12. **Insurance**. EnerGov has commercial general and automobile liability insurance in such amounts as are set forth in Exhibit A (attached hereto) and shall maintain such insurance in amounts not less than the amounts indicated on Exhibit A while EnerGov performs the Installation Services and the Training Services on Customer's premises.

13. **Disclaimer and Limitation of Liability**.

13.1 NEITHER ENERGOV NOR ANY OF ITS DIRECTORS, OFFICERS, OR EMPLOYEES SHALL BE LIABLE FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY ORDER OR THE OPERATION OR USE OF THE ENERGOV SOFTWARE, DOCUMENTATION OR SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST CUSTOMER BY ANY THIRD PERSON; (II) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY ENERGOV TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND ENERGOV'S REASONABLE CONTROL; OR (III) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST ENERGOV MORE THAN TWO YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

13.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, BUT EXCLUDING ANY CLAIMS FOR INDEMNIFICATION UNDER SECTION 10.1, LIABILITIES OF ENERGOV (AND ITS DIRECTORS, OFFICERS, OR EMPLOYEES) UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE SHALL BE LIMITED TO CUSTOMER'S DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY ENERGOV UNDER THIS AGREEMENT.

13.3 Without limiting the foregoing, Customer agrees that neither EnerGov nor any of its officers, directors, agents, or employees (i) shall have any liability for errors or omissions in the output of any EnerGov Software caused by inaccuracies of Customer's input, (ii) shall be responsible for any loss of Customer's data, "downtime", loss or corruption of other software program files, whether arising in contract, negligence, strict liability, products liability, or otherwise and (iii) shall have any liability for (A) the acts or omissions of non-EnerGov personnel, agents or third parties, (B) misuse, theft, vandalism, fire, water or other peril or (C) any alterations or modifications made to the EnerGov Software by the Customer.

13.4 Customer acknowledges and agrees that the allocation of risks provided in this Agreement are reflected in the Fees charged pursuant to this Agreement are reasonable and appropriate under the circumstances.

13.5 Customer specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
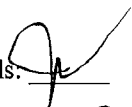
14. **Term and Termination**.

14.1 The term of this Agreement and the software license provided herein shall commence upon the execution of this Agreement and shall continue until terminated as provide for herein.

14.2 This Agreement may be terminated at any time upon the giving of written notice:

(i) By EnerGov in the event that (A) Customer makes an assignment for the benefit of creditors, or commences of has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium, or (B) Customer breaches Sections 2, 3 or 8 of these Terms and Conditions or if Customer otherwise misuses the EnerGov Software or Documentation in contravention of this Agreement; or

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EnerGov Initials:

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(ii) By either party in the event that the other party (A) fails to timely pay any amounts due pursuant to this Agreement and such failure is not cured within thirty (30) calendar days after written notice of such failure is provided to the other party, or (B) fails to commence remedying any other breach of this Agreement within thirty (30) days after written notice specifying such breach is provided to the other party.

14.3 Upon termination of this Agreement (i) either party shall be entitled to seek to recover any damages and obtain any additional rights and remedies set forth in this Agreement against the other party (if any) and (ii) Sections 3, 7, 8, 9, 10, 11, 13, 15, 20, 21 and 24 of these Terms and Conditions shall survive the termination of this Agreement.

14.4 Customer may terminate the Agreement in the event of the occurrence of any of the following:

14.4.1 Insolvency of EnerGov: EnerGov shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition for bankruptcy has been filed, and whether or not insolvent within the meaning of the Federal Bankruptcy Law;

14.4.2 The filing of a voluntary petition to have EnerGov declared bankrupt;

14.4.3 The appointment of a Receiver or Trustee for EnerGov; or

14.4.4 The execution by EnerGov of a general assignment for the benefit of creditors.

The rights and remedies of Customer provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of a Notice of Termination for insolvency or in the event of non-appropriation, and except as otherwise directed by Customer, EnerGov shall stop work under this Agreement on the date and to the extent specified in the Notice of Termination. After receipt of a Notice of Termination for Insolvency or Non-Approriation, EnerGov shall submit to Customer, in the form and with any certifications as may be prescribed by Customer, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than (3) months from effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, Customer may determine on the basis of information available to Customer, the amount, if any, due to the Contractor in respect to the termination and such determination shall be final. When such determination is made, Customer shall pay EnerGov the amount so determined. Subject to the provisions of this section, Customer and EnerGov shall negotiate an equitable amount to be paid EnerGov by reason of the total or partial termination of work pursuant to this clause, which amount shall be consistent with the line-item Payment Schedule attached hereto as Schedule 1 and may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. Customer shall pay the agreed amount; provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

15. **Equitable Remedies.** Customer acknowledges that each provision in this Agreement providing for the protection of EnerGov's Software, copyrights, source code and other Proprietary Information is material to this Agreement. Customer agrees that any threatened or actual breach of EnerGov's Software, copyrights, source code and other Proprietary Information by Customer shall constitute immediate, irreparable harm to EnerGov for which monetary damages is an inadequate remedy and for which equitable remedies may be awarded by a court of competent jurisdiction without requiring EnerGov to post any bond or any other security. If a court of competent jurisdiction should find that Customer has breached (or attempted or threatened to breach) any such provisions, Customer agrees that without any additional findings of irreparable injury or other conditions to injunctive relief, it shall not oppose the entry of an appropriate order restraining Customer from any further breaches (or attempted or threatened breaches). Nothing contained herein shall limit either party's right to any remedies at law, including the recovery of damages for breach of this Agreement.

16. **Compliance With Laws.**

16.1 EnerGov and Customer each shall strictly comply with all applicable laws and regulations relating in any way to the use of the Deliverables, including, but not limited to, obtaining licenses or permits and any other government approval.

16.2 Customer agrees that the EnerGov Software will not be exported directly or indirectly, separately or as part of any system, without the prior written consent of EnerGov and without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required. Without limiting the foregoing, Customer acknowledges that the EnerGov Software may contain encryption technology that may require a license from the U.S. State Department.

17. **Publicity.** All media releases, public announcements or other public disclosures by either party or their employees or agents relating to this Agreement or its subject matter shall be coordinated with and approved by an officer of the other party prior to release. Notwithstanding the foregoing, each party hereby agrees the other party may use its name, URL and logo on its website and in its customer and partner lists for corporate and financial presentations.

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18. Authority. Each party represents and warrants to the other that it has the right to enter into this Agreement.

19. Assignment. Except as provided in the last sentence of this Section 19, neither Customer nor EnerGov may assign or transfer its interests, rights or obligations under this Agreement whether by written agreement, merger, consolidation, operation of law, or otherwise, without the prior written consent of an authorized executive officer of the other party. Any attempt to assign this Agreement by either party shall be null and void unless written consent has been obtained beforehand. Notwithstanding the foregoing, EnerGov may assign this Agreement without Customer's prior consent in the event of a merger or sale of all or substantially all of EnerGov's assets.

20. Governing Law and Venue. The validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Colorado, except as to its principles of conflicts of laws, provided, however, that the laws of the State of Georgia shall govern with respect to the validity, construction, interpretation and performance under Sections 3 and 8 (except for the application of the Colorado Open Records Act, which shall be interpreted under Colorado law) of this Agreement. Each party hereto hereby voluntarily (i) submits to personal, exclusive jurisdiction in the State of Colorado, with respect to any suit, action or proceeding by any person arising from, relating to or in connection with this Agreement, (ii) agrees that any such suit, action or proceeding shall be brought in any state court of competent jurisdiction sitting in Mesa County, Colorado, or the United States District Court applicable to such county, (iii) submits to the jurisdiction of such courts, and (iv) irrevocably agrees not to assert any objection as to the venue of any such suit, action or proceeding in the courts described above and any claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

21. Costs and Attorneys' Fees. In any action, suit, arbitration, mediation or other similar proceeding brought by any party hereto for enforcement hereof or arising out of or relating hereto or breach hereof, the non-prevailing or unsuccessful party shall promptly pay directly, or promptly reimburse the prevailing or successful party for all costs and all consultants' and attorneys' fees and expenses, paid or incurred by the prevailing or successful party in enforcing this Agreement, in addition to other such relief as such prevailing or successful party may be entitled. For purposes of this Section, the determination of which party is to be considered the prevailing or successful party shall be decided by the court of competent jurisdiction or independent party (i.e., mediator or arbitrator) that resolves such action, suit, dispute, claim, or litigation.

22. Waiver. No waiver of breach or failure to exercise any option, right, or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.

23. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable under the laws of the jurisdiction where enforcement is sought, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of EnerGov and Customer shall be construed and enforced accordingly.

24. Notices. All notices, demands, or other communications herein provided to be given or that may be given by any party to the other shall be in writing and delivered to such party at the address set forth on the signature page of this Agreement or at such other address as such party may hereafter designate to the other party in accordance herewith, which other address shall not be effective for purposes hereof until the receipt of same by such other party as designated below. All such notices, demands, or other communications given in accordance herewith shall be deemed to have been given and received (i) on the date of receipt if delivered by hand; (ii) on the earlier of the date of receipt or the date five (5) business days after depositing with the United States Postal Service if mailed by United States registered or certified mail, return receipt requested, first class postage paid and properly addressed; or (iii) on the next business day after depositing with a national overnight courier service if sent by national overnight courier service, priority delivery, properly addressed.

25. Incorporation of Exhibits and Other Attachments. Any Schedules, Exhibits or Proposals referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

26. Third Party Beneficiaries. This Agreement is entered into solely for the benefit of EnerGov and Customer. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement.

27. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

28. Delivery of Electronic Copy of Executed Agreement. The parties agree that electronic transmission via facsimile or email to the other party of a copy of this Agreement bearing such party's signature shall suffice to bind the party transmitting same to this Agreement in the same manner as if an original signature had

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been delivered. Without limitation of the foregoing, each party who electronically transmits an executed copy of this Agreement via facsimile or email bearing its signature covenants to deliver the original thereof to the other party as soon as possible thereafter.

29. **Independent Contractor.** EnerGov shall be legally considered an independent contractor and neither EnerGov nor its employees shall, under any circumstances, be considered servants or agents of Customer; and Customer shall be at no time legally responsible for any negligence or other wrongdoing by EnerGov, its servants, or agents. Customer shall not withhold from the contract payments to EnerGov any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to EnerGov. Further, Customer shall not provide to EnerGov any insurance coverage or other benefits, including Workers' Compensation, normally provided by Customer for its employees.

30. **Employment Discrimination.** During the performance of the contract, EnerGov agrees to the following:
    30.1 EnerGov shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of EnerGov. EnerGov agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    30.2 EnerGov, in all solicitations or advertisements for employees placed by or on behalf of Energov, shall state that EnerGov is an Equal Opportunity Employer.
    30.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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Schedule 1

Payment Schedule

In accordance with the terms of this Agreement, the following payment schedule will be adhered to for the Products and Services rendered by EnerGov.

1. Payment Schedule

Due Date	Amount	Description
Contract Signing	$218,432.00	100% of Total Software Costs
Pre-Installation Analysis	$45,392.00	25% implementation/setup costs due after pre-installation meeting, but no earlier than January 1, 2010 (Requirement: City Acceptance Signature)
Project Reviews	$45,392.00	25% implementation/setup costs due upon project reviews/sign offs (Requirement: City Acceptance Signature)
EnerGov .NET Core Training	$45,392.00	25% implementation/setup costs due after training completion (Requirement: City Acceptance Signature)
EnerGov "Go-Live" for completed system	$45,392.00	25% implementation/setup costs due upon "Go-Live" for Citizen Acceptance (Requirement: City Acceptance Signature)
Deferred Payment Year 2	$16,666.66	Divided into four equal payments of $4166.67, invoiced quarterly beginning on the fifth quarter following "Go-Live"
Deferred Payment Year 3	$16,666.66	Divided into four equal payments of $4166.67 invoiced quarterly
Deferred Payment Year 4	$16,666.66	Divided into four equal payments of $4166.67 invoiced quarterly

* All payment terms are net 30 unless otherwise indicated.

Payment Schedule for Support Fees (.NET base system). Payments begin on 5th quarter following "Go-Live".

Due Date	Amount	Description
January 1 of every year	$13,599.75	Software Support/Maintenance 1st Qtr.
April 1 of every year	$13,599.75	Software Support/Maintenance 2nd Qtr.
July 1 of every year	$13,599.75	Software Support/Maintenance 3rd Qtr.
October 1 of every year	$13,599.75	Software Support/Maintenance 4th Qtr.

1.2 EnerGov may issue temporary Registration Codes to enable to the Customer's use of the EnerGov Software prior to receiving payment in full from the Customer in accordance with the terms of this Agreement. Any temporary Registration Codes issued will expire on the due dates listed above unless EnerGov has timely received each applicable payment on or before each applicable due date. Customer acknowledges and agrees that that the EnerGov Software will not operate in the event the temporary Registration Codes expire. EnerGov will issue Permanent Registration Codes only after payment is received in full.

1.3 EnerGov assumes no responsibility for delays caused by the United States Postal Service or any other delivery service.

1.4 Interest will be charged by EnerGov on overdue amounts not paid to EnerGov as provided hereunder at the rate of ONE AND ONE-HALF PERCENT (1-1/2%) per month or the maximum amount allowed by law, whichever is less, commencing with the date payment was due, unless such payments are the subject of a good faith dispute of which Customer has notified EnerGov in writing within thirty (30) days of receipt of the applicable invoice.

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EXHIBIT A

Insurance

[Certificate showing required coverage amounts to be inserted by EnerGov prior to execution.]

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2009

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
BB&T - Sidney O. Smith 200 Broad Street (30501) PO Box 1357 Gainesville, GA 30503		
	INSURERS AFFORDING COVERAGE	**NAIC #**
INSURED Energov Solutions LLC 2160 Satellite Blvd Ste 300 Duluth, GA 30097	INSURER A: Hartford Underwriters Insurance	30104
	INSURER B: Hartford Fire Insurance Company	19682
	INSURER C: Sentinel Insurance Company, Ltd	11000
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	20SBAUT9181	10/09/09	10/09/10	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
C		**AUTOMOBILE LIABILITY** [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	20UECND5315	05/23/09	05/23/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN EA ACC AUTO ONLY: AGG	$ $
A		**EXCESS/UMBRELLA LIABILITY** [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	20SBAUT9181	10/09/09	10/09/10	EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
B		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	20WECRW4354	10/09/09	10/09/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
A		**OTHER** Professional Liability	20SBAUT9181	10/09/09	10/09/10	$2,000,000 Occurrence $2,000,000 Aggregate $10,000 Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION 10 Days for Non-Payment
City of Grand Junction, CO 250 North 5th Street Grand Junction, CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL __30__ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE *Tina Mickelberr*

#S4104646/M4039506 TEC © ACORD CORPORATION 1988

EXHIBIT B

Technical Matrix

[17 pages manually attached.]

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
General Systems			
GS.1	Ability to drill down from any summary field to supporting detail documentation.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.2	Ability to import or export data to/from the following:	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products allow for export functionality to .doc, .xls, .pdf, HTML, .txt, .csv, .bmp, .rtf, .mht files.
GS.2.1	Ability to provide on-line permitting services ie: fence building, etc.	F	EnerGov Citizen Access
GS.2.2	Ability to accept on-line payment	CU	EnerGov Citizen Access. Requires the City to provide appropriate credit card "gateway".
GS. 2.3	Ability to allow the public to view the status of their application for developments or permits	F	EnerGov Citizen Access
GS. 2.4	Ability to accept electronic submittal of:		
GS. 2.4.1	Development Applications	F	EnerGov Citizen Access and eReviews module
GS. 2.4.2	Technical Reports	F	EnerGov Citizen Access and eReviews module
GS. 2.4.3	Engineered Drawings	F	EnerGov Citizen Access and eReviews module
GS. 2.4.4	Site Plans	F	EnerGov Citizen Access and eReviews module
GS.2.5	Microsoft Excel	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products allow for export functionality to .doc, .xls, .pdf, HTML, .txt, .csv, .bmp, .rtf, .mht files.
GS.2.6	Microsoft Access;	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products allow for export functionality to .doc, .xls, .pdf, HTML, .txt, .csv, .bmp, .rtf, .mht files.
GS.2.7	Microsoft Word	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products allow for export functionality to .doc, .xls, .pdf, HTML, .txt, .csv, .bmp, .rtf, .mht files.
GS.3	Ability to scan and store documents.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.4	Ability to route and approve documents electronically.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.5	Ability to query based on: Tax Parcel Number, Project Name, Street Address	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.5.1	= (equal to), > < (greater or less than);	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.5.2	>= (greater than or equal to), <= (less than or equal to);	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.5.3	? (single character wild card); and	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
GS.5.4	advanced boolean operators	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.5.5	partial name.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.6	Ability to print any screen.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.7	Ability to print on laser printer in portrait, landscape, or condensed format.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.8	Provide user-defined system defaults.	F	EnerGov .NET Project/Planning, Permitting, Code Enforcement, EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.9	Provide full interactive system, including a multi-tasking and multi-user environment. No process shall force any user to exit a subsystem.	F	EnerGov .NET Project/Planning, Permitting, Code Enforcement, EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.10	Provide real-time online access.	F	EnerGov Citizen Access Web Portal
GS.11	Ability to cancel or rerun a report after a printer jam or malfunction.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.12	Provide remote access for data entry and inquiry with appropriate security and controls.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews utilizing remote desktop, Windows Server 2008, Citrix, etc.
GS.13	Ability to archive data and to retrieve archived data.	F	EnerGov .NET Project/Planning, Permitting, Code Enforcement, based on best practice management, can allow specific users archive attachements related to application data.
GS.14	Ability for administrator or user-defined customize screens, including:		
GS.14.1	Add user-defined data fields;	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.14.2	Change size of fields;	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.14.3	Remove unused fields; and	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.14.4	Add pop-up (drop-down) windows.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.15	Ability to "move" customized screens to upgraded versions of the software.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.16	Provide an event driven menu system that can be user-modified.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
GS.17	Provide, if the source code is not available, the source code in a third-party escrow, available to the City in contract stipulated circumstances, and provide the source code for each subsequent release of software.	F	All modules supplied by EnerGov can be placed in Third Party Escrow for the City. All related Escrow agent fees will be the City's responsibility.
GS.18	Provide all upgrades to the software for the life of the system, as long as the software maintenance contract is in force.	F	EnerGov .NET Project/Planning, Permitting, Code Enforcement, EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.19	Ability to integrate with a records management system	CU/CO	EnerGov .NET Project/Planning, Permitting, Code Enforcement, EnerGov GIS products, and Citizen Access Web Portal, eReviews. EnerGov is a LASERFICHE Professional Business Partner and has an establishe API for LASERFICHE 8.0. Allo other document management systems would require a custom interface and can be provided by EnerGov. This RFP proposal does not include integration costs with a document management system since one has not been selected at this point in time.
GS.20	Provide standardized menu screens with common functionality throughout system.	F	EnerGov .NET Project/Planning, Permitting, Code Enforcement, EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.21	Menu screens are logically arranged to telescope from general to specific functions with Windows compliant navigation.	F	EnerGov .NET Project/Planning, Permitting, Code Enforcement, EnerGov GIS products, and Citizen Access Web Portal, eReviews

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
GS.22	Ability to bypass menus using:		
GS.22.1	Shortcuts; and	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.22.2	User-customized menus.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.23	Provide some form of validation to assist the user in populating every field that requires information defined elsewhere, for example vendor numbers.	F/CU	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal. Validation is inlcuded "out of the box" with the Citizen Access Web Portal. Additional validations through GIS interface are considered custom code modifications.
GS.24	Share tables between modules where appropriate	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.25	Ability to modify tables during data entry, for example to add, delete, or modify codes and code descriptions.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement)
GS.26	Provide online validation of critical data so that invalid values cannot be entered into system.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal. Validation is inlcuded "out of the box" with the Citizen Access Web Portal. Additional validations through GIS interface are considered custom code modifications.
GS.27	Provide meaningful message when users cannot access a record because of use by another user or because a batch process is being run.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.28	Ability to define default dates.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.29	Ability at all data entry levels for users to add notes to the object being entered.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.30	Ability for all users, based on security measures, to view notes.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.31	Provide an on-screen indicator that alerts the users to the existence of notes to any data entry object.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.32	Ability to add user-defined validation tables.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal
GS.33	Ability to add user-defined screens.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal
GS.34	Provide error logging whereby all critical errors are automatically logged to the program's error logging file.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
GS.35	Use error trapping so the program will return to the user to the menu rather than exit the user to the operating system.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal
GS.36	Ability to interrupt a current procedure (payment entry, etc.) to perform another function and then return to the point left.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal
GS.37	Ability for the user to select text from one field or screen and paste that text to other fields or screens.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal
GS.38	Provide toll free telephone support. Describe hours of operation for easy access for troubleshooting	F	In addition, EnerGov provides each customer with a "Dedicated Account Manager" for all support issues. Hours of operation for customer support are 8:00 a.m. to 8:00 p.m.PST.
GS.39	Provide an online help forum for support.	F	Currently this functionality is build directly into the EnerGov application. On-line forum will be available in a future release not determined at this point in time.
GS.40	Ability for workflow to be specific to a particular user or available to all users.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.41	Provide user-defined system defaults.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.42	Ability to scan and identify documents with metadata, attaching them to workflow documents, available for review when drilling down from summary information.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.43	Ability to drill down from any module to view detail.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.44	Describe your conversion process for imported data	CU	EnerGov has a dedicated data services department who has performed hundreds of data conversions (in-house-no third party vendors). The process includes data analyzation, data massaging, and development of customized utilities for each business process. This process is provided on data migrations for each module/business process along with parcel, contractor, contact, and other customer specific requirements along with GIS related components.
GS.45	Provide navigational standards across all applications, for instance an icon for filing data should not be labeled "file" on one screen and "save" on another yet yield the same results.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GS.46	Provide an undo function for all practical modifications, deletions, additions, and processes.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement) provides complete historical data tracking for users, with appropriate right, to provide any necessary "undo" functions for applications.

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
GIS			
GIS.1	Strong GIS integration - bi-directional data flow utilizing current City of Grand Junction GIS capabilities	F	EnerGov GIS Server "Advanced" (requires ArcGIS Server Advanced) provides a bi-directional data flow with ArcSDE enabling the City to utilize the ArcSDE as a "centralized repository " for all property data and not redundantly storing with the EnerGov .NET application. In addition, with the Server Advanced products from ESRI and EnerGov, the City can create "spatial logic" for workflow management, fee assignment, etc. Please be advised, EnerGov has proposed our EnerGov GIS "Viewer" product in response to this RFP since the City infrastructure does not include ESRI ArcGIS Server Standard or Advanced.
GIS.2	Ability to track historical parcel information	F	EnerGov GIS "Viewer"
GIS.3	Ability to link into current GIS System (AUTODesk Map Guide 2009)	CU	A custom interface has been proposed within the RFP to accommodate sharing data from EnerGov .NET to AUTODesk Map Guide 2009 via SQL or ArcSDE.
GIS.4	Include with RFP response a detailed overview of the systems GIS integration capabilities.	F	See Section 3 Tab J
GIS.5	Must be ODBC and OLE compliant and able to link to both external and internal databases that are ODBC and OLE compliant.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
GIS.6	Provide documentation of how images and documents (jpg, tiff, ecw, etc) are stored	F	Images and documents are stored directly into the EnerGov SQL "Attachements" database or document management system (if available and integration is provided).
GIS.7	The proposed system must integrate with ArcSDE/GIS.	F	See GIS .4
GIS.7.1	ArcSDE Compatibilty	F	EnerGov GIS "Viewer",EnerGov "Server Standard", and EnerGov "Server Advanced" are fully compatible with ArcSDE.
GIS.8	Are there any encrypted fields and if so, what are they? Such as installing documents in database records, ie:blobs. We would prefer the field containing the file name, not blob.	F	EnerGov does not currently encrypt fields within GIS and does not store informaiton in "blob" format.
Permitting			
PM.1	Ability to automatically number permts in a predetermined format	F	EnerGov .NET Planning Suite
PM.2	Ablilty to automatically generate applicant data (contractor info. Etc.) if applicant already exists in system.	F	EnerGov .NET Planning Suite
PM 3	Ability to automatically notify users of previous and current related projects, bulk standards, floodplain, property conditions or enforcement activities that are placed on a property, permit, address, parcel of building	F	EnerGov .NET Planning Suite
PM.4	Ability to access information based on variety of fields such as Planner, Engineer, parcel number, street address, owner/applicant name, Representative, Developer and others	F	EnerGov .NET Planning Suite
PM.5	Ability to allow user defined fields in permit process to be changed after issuance. (such as contractor, job valuation, etc.) and the ability to tract changes.	F	EnerGov .NET Planning Suite
PM.6	Ability to void a permit	F	EnerGov .NET Planning Suite
PM.7	Ability to automatically calculate fees based upon preset features, with overide ability.	F	EnerGov .NET Planning Suite
PM.8	Ability to document fees and accept payments/Interface with New World Financial System	CU	Interface is included in RFP proposal

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
PM.9	Ability to support variable-rate calculation for different types of permits	F	EnerGov .NET Planning Suite
PM.10	Ability to provide detailed receipts	F	EnerGov .NET Planning Suite
PM.11	Ability to allow partial payments	F	EnerGov .NET Planning Suite
PM.12	Ability to manually distribute partial paymens across various accounts	F	EnerGov .NET Planning Suite
PM.13	Ability to manually change /add fees with proper persimissions	F	EnerGov .NET Planning Suite
PM.14	Ability to to accept payments made for non-permit-related items (e.g., books, coversheets copies)	F	EnerGov .NET Planning Suite
PM.15	Ability to have a graphic permit designer that allows insertion of all relevant fields	F	EnerGov .NET Planning Suite and Citizen Access Web Portal
PM.16	Ability to refund fees	F	EnerGov .NET Planning Suite and Citizen Access Web Portal
PM.17	Ability for contractors to apply for permits on line and capture digital certifcate or electronic signature	F	Citizen Access Web Portal
PM.18	Ability for contractors to see status of all approvals for permits in real time and online.	F	Citizen Access Web Portal
PM.19	Ability for contractor to view historical documents and payments.	F	Citizen Access Web Portal
PM.20	Capture basic application data and track review status across multiple departments	F	EnerGov .NET Planning Suite
PM.21	Ability to allow access to all permit history searching by any data element in the data base	F	EnerGov .NET Planning Suite
PM.22	Ability to attach electronic documents (example images) to permits	F	EnerGov .NET Planning Suite

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
PM.23	Notes any restrictions or specials established by reviewing departments as a prerequisite within the permit process	F	EnerGov .NET Planning Suite
PM.24	Identifies expired open permits (user-defined by permit type) and provides for multiple mail notification methods to original applicants	F	EnerGov .NET Planning Suite
PM.25	Capability to track contractor and other vendor's licenses/certifications	F	EnerGov .NET Planning Suite
PM.26	Provide for calculation of standard fees and multi-tiered fees with effective dates using user provided formulas or tables, with history of any changes made.	F	EnerGov .NET Planning Suite
PM.27	Ability to notify applicant of permit approvals, issuance of certificates of occupancy, issuances of permits and notify other departments and external entities	F	EnerGov .NET Planning Suite
PM.28	Ability to calculate fees with a base fee plus additional charge based on various user defined statistics (e.g. square footage) and track fee collections and receivables.	F	EnerGov .NET Planning Suite
PM.29	Ability to override default fee with a manual amount.	F	EnerGov .NET Planning Suite
PM.30	Generate a letter informing a client that a permit is about to expire and/or a second letter informing client that the permit has expired will need to submit another application	F	EnerGov .NET Planning Suite
PM.31	Ability to document temporary and final Certificates of Occupancy,	F	EnerGov .NET Planning Suite
PM.32	Delete multiple duplicate records at one time	F	EnerGov .NET Planning Suite
PM.33	Ability to generate permit from GIS map	F	EnerGov .NET Planning Suite and EnerGov GIS "Viewer"
PM.34	Ability to tract from Planning Clearances the total expense per parcel(s) to prevent going over the 25% allowance before Site Plan Review is required	F	EnerGov .NET Planning Suite. Based on Addendum No 2, all permit/planning clearance history for a property is available for review.
PM.35	Ability to copy an entire file by changing Name and Type without losing data.	F	EnerGov .NET Planning Suite
Planning			
PL 1	Ability to accept plan submittal review fees on-line, or in person	F	EnerGov .NET Planning Suite
PL 2	Support unlimited user-defined plan types and identifiers	F	EnerGov .NET Planning Suite
PL 3	Supports auto generated case numbers	F	EnerGov .NET Planning Suite
PL 4	Ability to automatically route the project to reviewers electronically	F	EnerGov .NET Planning Suite
PL.6	Ability to automatically notfy users for new submittals	F	EnerGov .NET Planning Suite
PL 7	Ability to search and identify multiple review types within a project and approve individually	F	EnerGov .NET Planning Suite
PL 8	Ability to integrate General Meeting notes into file on submission	F	EnerGov .NET Planning Suite
PL.9	Ability to generate property information from GIS Data Base for any project type	F	EnerGov .NET Planning Suite and GIS "Viewer"
PL.10	Ability to track all site inspections	F	EnerGov .NET Planning Suite
PL.11	Ability to track expiration dates and extensions current for all projects including DIAs, Planning Clearances	F	EnerGov .NET Planning Suite
PL.12	Development phase tracking	F	EnerGov .NET Planning Suite
PL.13	Ability to track/report active and conditionally approved projects	F	EnerGov .NET Planning Suite
PL.14	Ability to validate that the tasks/processes were completed correctly before advancing work	F	EnerGov .NET Planning Suite
PL.15	Ability to record dual outcomes of any project	F	EnerGov .NET Planning Suite
PL.16	Ability to automatically notify Planners when items in Timeline/Tickler are not completed.	F	EnerGov .NET Planning Suite
PL.17			
PL.18	Ability for the Administrator to override the autogenerated work flow process	F	EnerGov .NET Planning Suite
PL.19	Abiltiy to schedule meetings	F	EnerGov .NET Planning Suite
PL.20	Ability to have mulitple timeline formulas for different project types	F	EnerGov .NET Planning Suite
PL.21	Ability to return to the previous step in work process	F	EnerGov .NET Planning Suite
PL.21	Ability to generate code violations based on inspection results and establish follow-up activity notifications or		EnerGov .NET Planning Suite and Code Enforcement
PL.22	Ability to easily identify the status of a project and status of assigned tasks	F	EnerGov .NET Planning Suite
PL.23	Ability to accept reviewer's comments with unlimited text	F	EnerGov .NET Planning Suite

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
PL.23	Ability to provide to do list of all pending projects for reviewers	F	EnerGov .NET Planning Suite

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
PL.24	Ability for the Project Manager to initiate or prompt public notification based on certain conditions	F	EnerGov .NET Planning Suite
PL.25	Ability to Maintain parent/subordinate project relationship for plan applications and permits	F	EnerGov .NET Planning Suite
PL.26	Unlimited User defined contact types	F	EnerGov .NET Planning Suite
PL.27	Ability to track a project that consists of multiple parcels	F	EnerGov .NET Planning Suite
PL.28	On-line Plan submission capability	F	EnerGov Citizen Access Web Portal
PL.29	On-line Plan/Project status checking	F	EnerGov Citizen Access Web Portal
PL.30	Compatible with Mac and Apple for On-line users	F	EnerGov Citizen Access Web Portal is compatible with Mozilla, Safari, Firefox, and IE web browsers
PL.31	Maintain historical data by original address, project name, parcel number	F	EnerGov .NET Planning Suite
PL.32	Abilty to input and identify confidential and privileged information (Not for Public view)	F	EnerGov .NET Planning Suite
PL.33	Ability to track the hits on-line on any project	F	EnerGov Citizen Access Web Portal
PL.34	Ability for citizens to enter comments on-line with required data fields (name, phone no.)	F	EnerGov Citizen Access Web Portal
PL.35	Automatic response for comments made on-line, example Thank you for the Comment	F	EnerGov Citizen Access Web Portal
PL.36	Ability to designate fields for public viewing on-line	F	EnerGov Citizen Access Web Portal
Code Enforcement			
CE.1	Ability to autogenerate case numbers	F	EnerGov .NET Code Enforcement
CE.2	Ability to track code violations per parcel/address/ownership	F	EnerGov .NET Code Enforcement
CE.3	Ability to auto-populate fields based on violation type.	F	EnerGov .NET Code Enforcement
CE.4	Prevent or Alert of Duplicate Violation on a Parcel	F	EnerGov .NET Code Enforcement
CE.5	Ability to track and enter corrective actions on code violations	F	EnerGov .NET Code Enforcement
CE.6	Ability to track various activities associated with a code case such as abatement, legal proceedings, invoicing/charges, etc.	F	EnerGov .NET Code Enforcement
CE.7	Ability to create standard letters and documents that merge property and citizen information with violation information and generate address labels	F	EnerGov .NET Code Enforcement
CE.8	Ability to generate notification letters	F	EnerGov .NET Code Enforcement
CE.9	Ability to enter results of code case inspections from the field	F	EnerGov .NET Code Enforcement with a connection to EnerGov .NET server (i.e. Windows 2008, Citrix, VPN, etc.)
CE.10	Ability to schedule, route, and assign code case inspections	F	EnerGov .NET Code Enforcement
CE.11	Ability to flag properties with alerts - exmaple: dangerous dog/person	F	EnerGov .NET Code Enforcement
CE.12	Ability to automatically schedule reinspections based on violation type	F	EnerGov .NET Code Enforcement
CE.13	Ability to incorporate a list of notes onto the daily inspection listings so that the inspectors can be notified of particular issues concerning the property	F	EnerGov .NET Code Enforcement
CE.14	Allow inspector to enter inspection resuls from the field directly into the database	F	EnerGov .NET Code Enforcement
CE.15	Ability to receive payment transactions via the intenet	F	EnerGov Citizen Access Web Portal
CE.16	Ability to report code violations online	F	EnerGov Citizen Access Web Portal
CE.17	Ability to cancel inspections	F	EnerGov .NET Code Enforcement
CE.17	Ability to generate automatic invoices and interface with New World Financial System	CU	Included in RFP proposal as a custom integration
CE.18	Ability to track and divert inspector's workload assignments	F	EnerGov .NET Code Enforcement
CE.19	Ability to support variable-rate calculation for different types of permits	F	EnerGov .NET Code Enforcement and Planning Suite
CE-.20	Ability to autogenerate case numbers for Temporary Use Permit	F	EnerGov .NET Code Enforcement and Planning Suite
CE.21	Ability to accept code violation payments and provide detailed receipts	F	EnerGov .NET Code Enforcement and Planning Suite
CE.22	Identifies expired open permits	F	EnerGov .NET Code Enforcement and Planning Suite
CE.23	Abilty to customize user screen by the indivual's needs (dashboard)	F	EnerGov .NET Code Enforcement
CE.24	Ability to track reporting party	F	EnerGov .NET Code Enforcement

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
CE.25	Auto assign a case to a code enforcement officer based on address/area	F	EnerGov .NET Code Enforcement

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
Engineering			
En.1	Construction Phase Tracking	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement)
En.2	Ability to incorporate as-builts	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement) and eReviews
En.3	Notify Engineer when a task is not complete	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement)
Records Management			
RM.1	Ability to integrate with a records/document management system.	CU	EnerGov can provide necessary API integration for document management systems willing to integrate with EnerGov .NET. This integration has not been included within this RFP proposal.
RM.2	Ability to archive data and retrieve archived data.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal
RM.3	Ability to modify tables during data entry, for example, to add, delete, or modify codes and code descriptions while maintaining version & audit controls.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal
RM.4	Ability to scan and identify documents with metadata, attaching them to workflow documents, available for review when drilling down summary information.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal
RM.5	Provide an audit trail by user by module with the ability to enable/disable by module.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal. The ability to enable/disable the audit trail is not a feature in EnerGov based upon best practices management.
RM.6	Provide transaction date/time/user stamps for a clear audit trail for all transactions.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal
RM.7	Ability to purge or archive by user-defined criteria.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal
RM.8			
RM.9	Ability to mark records and case files as "final."	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Poral
RM.10	Ability to associate records and project file with retention schedule.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Poral
RM.11			
RM.12	Ability to provide flags for user-defined key records milestones.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement)
RM.13	Ability to provide reports by record and project/casefile for key records milestones.	R	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement)
RM.14	Ability to provide "litigation hold" to flag and freeze records and casefiles as needed, along with ability to maintain comments/notes specific to each "hold."	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement)
Report Write			
RW.1	Support ad hoc inquiry and report generation on all applications, accessible from all modules in a user friendly environment.	R	EnerGov .NET Planning Suite and Code Enforcement

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
RW.2	Support data filtering by user defined parameter values.	R	EnerGov .NET Planning Suite and Code Enforcement
RW.3	Provide drill down capabilities.	R	EnerGov .NET Planning Suite and Code Enforcement
RW.4	Permit user to send report to:		
RW.4.1	Screen (same view as printed view);	R	EnerGov .NET Planning Suite and Code Enforcement
RW.4.2	Export to Excel, Access, Flat file	R	EnerGov .NET Planning Suite and Code Enforcement
RW.4.3	Standard Windows Printer; and	R	EnerGov .NET Planning Suite and Code Enforcement
RW.4.4	PDF	R	EnerGov .NET Planning Suite and Code Enforcement
RW.5	Permit linking multiple data files for querying.	R	EnerGov .NET Planning Suite and Code Enforcement
RW.6	Provide menu system.	R	EnerGov .NET Planning Suite and Code Enforcement
RW.7	Provide on-line context sensitive help.	F	EnerGov .NET Planning Suite and Code Enforcement
RW.8	Support arithmetic functions on any report:		
RW.8.1	Add, Subtract, Multiply, and Divide;	R	EnerGov .NET Planning Suite and Code Enforcement
RW.8.2	Minimum and maximum;	R	EnerGov .NET Planning Suite and Code Enforcement
RW.8.3	Counts;	R	EnerGov .NET Planning Suite and Code Enforcement
RW.8.4	Percentages;	R	EnerGov .NET Planning Suite and Code Enforcement
RW.8.5	Averaging;	R	EnerGov .NET Planning Suite and Code Enforcement
RW.8.6	Date arithmetic; and	R	EnerGov .NET Planning Suite and Code Enforcement
RW.8.7	Sub-total, and Grand Total;	R	EnerGov .NET Planning Suite and Code Enforcement
RW.9	Provide user-specified scaling – rounding or truncating – for result fields.	R	EnerGov .NET Planning Suite and Code Enforcement

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
RW.10	Permit any sort order in any field.	R	EnerGov .NET Planning Suite and Code Enforcement
RW.11	Permit user to save reports for later printing or edit	R	EnerGov .NET Planning Suite and Code Enforcement
RW.12	Ability for user to control page breaks on all reports.	R	EnerGov .NET Planning Suite and Code Enforcement
RW.13	Provide report templates (end of month/end of quarter/end of year activity/productivity-including numbers for both the period only and the year to date-totals by state, and/or by specified market. All reports must be capable of rolling up to comprehensive totals for the entire sales staff and organization).	R	EnerGov .NET Planning Suite and Code Enforcement
RW.14	Permit merging data from multiple fields into one field.	R	EnerGov .NET Planning Suite and Code Enforcement
RW.15	Ability to produce presentation quality reports.	R	EnerGov .NET Planning Suite and Code Enforcement
RW.16	Provide query and report functions based on:		
RW.16.1	Boolean operators	R	EnerGov .NET Planning Suite and Code Enforcement
RW.16.2	Single and multiple character wild cards	R	EnerGov .NET Planning Suite and Code Enforcement
RW.17	Ability to run and print reports in the background without tying up workstation.	R	EnerGov .NET Planning Suite and Code Enforcement
RW.18	Provide built-in support for laser jet mailing labels with MS Word or Avery templates.	R	EnerGov .NET Planning Suite and Code Enforcement
RW.19	Provide built-in support for form letters.	R	EnerGov .NET Planning Suite and Code Enforcement
RW.20	Provide automatic summary by row and column.	R	EnerGov .NET Planning Suite and Code Enforcement
RW.21	Optimize queries based on predefined relationships.	F	EnerGov .NET Planning Suite and Code Enforcement
RW.22	Provide charting capability	R	EnerGov .NET Planning Suite and Code Enforcement
RW.23	Ability to efficiently use relational database management systems.	F	EnerGov .NET Planning Suite and Code Enforcement
RW.24	Provide the same security by user or by group as the system.	F	EnerGov .NET Planning Suite and Code Enforcement
RW.25	Provide option to search on case sensitive and case insensitive.	F	EnerGov .NET Planning Suite and Code Enforcement
RW.26	Provide multiple levels of selection conditions combined and and/or conditions.	F	EnerGov .NET Planning Suite and Code Enforcement
RW.27	Describe how the report writer handles Null values.	F	All null values will return a blank field. If selection criteria includes a null value field(i.e. all projects with square foor valuations of 10,000 - 100,000), null value will not be returned or displayed on report
RW.28	Ability to import or export data to/from the following:		
RW.28.3	Microsoft Excel;	F	EnerGov .NET Planning Suite and Code Enforcement
RW.28.4	Microsoft Access;	F	EnerGov .NET Planning Suite and Code Enforcement
RW.28.5	Microsoft Word.	F	EnerGov .NET Planning Suite and Code Enforcement
RW.29	Ability to save specialized report formats for future use.	F	EnerGov .NET Planning Suite and Code Enforcement
RW.30	Ability to transmit reports via e-mail.	R	EnerGov .NET Planning Suite and Code Enforcement
Help			
HP.1	Provide on-line context sensitive help.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
HP.2	Provide error message, explanation, and remedy.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
HP.3	Provide on-line tutorials.	F	Included with EnerGov .NET 9.0 to be released in the spring of 2009
HP.4	Ability to preserve user defined help notes, including between application upgrades.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
HP.5	Ability to maintain an on-line procedures manual.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
HP.6	Provide table look-up capability for all validated fields.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
Security			
SE.1	Provide integrated security throughout all modules in the system (including reporting), and from remote locations, that permits administrators to control groups and/or individual access to specific programs, screens, functions, fields, and types of transactions.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
SE.2	Ability to extend read permission to an individual user without being given write privileges.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
SE.3	Ability to apply security permissions at the following three levels or the default "all users:"		
SE.3.1	Individual User;	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
SE.3.2	Groups of Users;	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
SE.3.3	Groups of Groups	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
SE.4	Provide an audit trail by user by module with the ability to enable/disable by module.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
SE.5	Provide transactions date/time/user stamps for a clear audit trail for all transactions.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
SE.6	Provide for automatic user logoff after a specific time period due to no user workstation activity with ability to resolve open database or transaction issues without corrupting database.	F	Included with EnerGov .NET 9.0 to be released in the spring of 2009
SE.7	Provide access to all modules without the need to re-enter a password.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
SE.8	Ability to define and employ electronic approval paths for transaction workflow.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
SE.9	Provide for proxy logons so that designated substitute may make approvals during temporary absence of usual approval path gatekeepers.	NA	However, EnerGov can provide alternative methods of completing the same tasks by utilizing different users(admin/power) and toolsets available in the software. In the event EnerGov cannot provide an alternative process to accommodate SE .9 and SE .10 for the City, EnerGov will provide functionality in the next major release upon determination.
SE.10	Provide proxy security options whereby a person on leave can enter their password and identify the person who will sign in their absence, with ability to include date parameters that will stipulate the time period for the substitution.	NA	See SE . 9

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
SE.11	Ability to purge within a date range to archive or tape.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
SE.12	Ability to require users to change their passwords on a schedule specified by the system administrator.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
SE.13	System has ability to use industry standard encryption and SSL where appropriate	F	Citizen Access Web Portal and eReviews
Technology			
TE.1	Provide Graphical User Interface (GUI) technology.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
TE.1.1	Provide a web-based user interface	F	Citizen Access Web Portal and EnerGov GIS products
TE.2	Ability to operate within a Microsoft Windows client server environment.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
TE.3	Support Microsoft SQL Server (specify the version).	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews supports Microsoft SQL Server 2000, 2005, and 2008.
TE.4	Provide open database connectivity (ODBC) compliant tools.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
TE.5	Ability to support secure remote access through (DMZ) firewall environment.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
TE.6	Provide data security maintained via ODBC access at database, table, and field levels.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
TE.7	Support imaging integration.	F/CU	EnerGov .NET Core (Project/Planning, Permitting, and Code Enforcement) supports "image" attachements (out of the box) and document management interfaces (such as LaserFiche). Please be advised, no document management system interface has been proposed.
TE.8	Ability for forms and reports to print on blank 20 pound bond paper.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
TE.9	Ability to track multiple versions of reports.	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
TE.10	Ability to operate within a Novell Netware environment	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews
Requirement			
RE.1	Ability to develop custom templates or use existing templates	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS products, and Citizen Access Web Portal, eReviews

Module No.	Requirement Description	Response Code	Implementation Module and Method (continue on a separate sheet if necessary)
RE.2	Ability to generate a custom report	F	EnerGov .NET utililzes Crystal Reports for all report writing capabilities. Each module is packaged with a Crystal "Reader" for report viewing. For gerenation of custom reports by the City, a Crystal Report writing license would be required.
RE.3	Abiltiy to save an e-mail in a into a project file	F	EnerGov .NET Project/Planning module.
RE.4	Ability to sort data	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), and Citizen Access Web Portal
RE.5	Ability to have mutiple users sharing access to a file and view the same record at the same time	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), and Citizen Access Web Portal
RE.6	Calendar of events	F	EnerGov .NET Inspections Management (included free of charge with EnerGov .NET Project/Planning and Permitting modules).
RE.7	System to allow attachment of Microsoft documents, Word, Excel, PDF, Tif, JPG, DWG	F	EnerGov .NET Project/Planning, Permitting, Code Enforcement, and Citizen Access Web Portal
RE.8	System must interface "seamlessly" with our current website design.	F	EnerGov Citizen Access Web Portal
RE.9	System must allow for general use by Citizens using the system for contact management.	F	EnerGov Citizen Access Web Portal
RE.10	Provide list of available modules required, if separate, for all functions defined	F	EnerGov .NET Core (Project/Planning, Permitting, Code Enforcement), EnerGov GIS "Viewer", and Citizen Access Web Portal
RE.11	Provide location of backup servers if ASP based	N/A	

EXHIBIT C
PORTIONS OF ENERGOV'S RESPONSE TO RFP

The following portions of EnerGov's Response to RFP No. 2762-08-SN are incorporated herein by reference:

- Part 3, excluding subpart (K), which is superseded by Schedule 1 attached to this Agreement; and
- Part 4.

517622

FORM OF ESCROW AGREEMENT

Three-Party Escrow Agreement

Among

EnerGov Solutions, LLC (Depositor), City of Grand Junction, Colorado (Beneficiary) and Escrow Associates, LLC

(e) <u>Deposit Material Verification</u> - Escrow Associates may be retained by separate agreement or by alternative means, to conduct a test of the Deposit Materials to determine the completeness and accuracy of the Deposit Materials. Escrow Associates shall not be liable for any actions taken on the part of any third party with regards to the Deposit Materials.

2. <u>Term</u>

(a) <u>Term of Agreement</u> – The term of this Agreement shall be for a period of one (1) year from the Effective Date. At the end of the initial and each subsequent term, this Agreement shall automatically renew for an additional one (1) year term unless terminated according to the terms herein.

(b) <u>Termination of Agreement</u> – This Agreement may be terminated by written mutual consent of Depositor and Beneficiary provided that one of the following occurs:
  i. The License Agreement has been terminated or has expired, or
  ii. All Deposit Materials have been released in accordance with the terms hereof.

(c) <u>Termination for Non-Payment</u> – In the event that full payment of any or all fees due to Escrow Associates under this Agreement have not been received by Escrow Associates within thirty (30) days of the date payment is due, Escrow Associates will notify all parties hereto of the delinquent fees. If the delinquent fees are not received within thirty (30) days of the delinquency notification, Escrow Associates shall have the right to terminate this Agreement and destroy the Deposit Materials.

(d) <u>Return of Deposit Materials</u> – Upon termination of this Agreement for any reason other than in the event all Deposit Materials have been released in accordance with the terms of Section 6 herein, Escrow Associates shall return the Deposit Materials to Depositor via commercial courier to the address of Depositor shown in this Agreement, provided that all fees due Escrow Associates are paid in full. If two (2) attempts to return Deposit Materials via commercial courier to Depositor fail or Depositor does not accept the Deposit Materials, Escrow Associates shall destroy the Deposit Materials.

3. <u>Fees</u>

(a) <u>Payment</u> - Upon receipt of signed Agreement or initial Deposit Materials, whichever comes first, Escrow Associates will submit an initial invoice to Depositor for amount shown on Exhibit A attached hereto. If payment is not received, Escrow Associates shall have no obligation to perform its duties under this Agreement. Depositor agrees to pay to Escrow Associates all additional fees for services rendered related to this Agreement as shown on Exhibit A. The fee for any service that is not expressly covered in Exhibit A shall be established by Escrow Associates upon request. All fees are due in advance of service and are non-refundable. Escrow Associates may amend Exhibit A at any time upon sixty (60) days written notice to Beneficiary and Depositor.

(b) <u>Currency</u> - All fees are in U.S. dollars and payment must be rendered in U.S. dollars unless otherwise agreed to in advance by Escrow Associates.

4. <u>Indemnification</u> - With the exception of gross negligence, willful misconduct or intentional misrepresentation on behalf of Escrow Associates, Depositor and Beneficiary shall, jointly and severally, indemnify and hold harmless Escrow Associates, to the extent permitted by law, and each of its directors, officers, agents, employees, members and stockholders ("Escrow Associates Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted against any Escrow Associates Indemnitee in connection with this Agreement or the performance of Escrow Associates or any Escrow Associates Indemnitee hereunder.

5. <u>Depositor's Representations and Warranties</u>

(a) The Deposit Materials as delivered to Escrow Associates are a copy of Depositor's proprietary information corresponding to that described in Exhibit B and are capable of being used to generate the Software. Depositor shall update the Deposit Materials as provided for in the License Agreement and/ or as provided for herein. The Deposit Materials shall contain all information necessary to enable a reasonably skilled programmer or analyst to understand, maintain and correct the Deposit Materials.

(b) Depositor owns the Deposit Materials and all intellectual property rights therein free and clear of any liens, security interests, or other encumbrances.

6. Release of Deposit Materials

(a) <u>Release</u> - The Deposit Materials, including any copies thereof, will be released to Beneficiary after the receipt of the written request for release only in the event that the release procedure set forth in Section 6 is followed and:

    i.   Depositor notifies Escrow Associates in writing to effect such release; or

    ii. Beneficiary makes written request to Escrow Associates; and

        a.   Beneficiary asserts that Depositor has failed in a material respect under the License Agreement; or

        b.   Beneficiary asserts that Depositor has ceased all business operations without a successor or assign; or

        c.   Beneficiary asserts that Depositor has filed for bankruptcy protection; and

        d.   Beneficiary includes a written statement that the Deposit Materials will be used in accordance with the terms of the License Agreement; and

        e.   Beneficiary includes specific instructions for the delivery of the Deposit Materials.

(b) <u>Depositor Request for Release</u> - If the provisions of Section 6(a)(i) are met, Escrow Associates will release the Deposit Materials to Beneficiary within ten (10) business days.

(c) <u>Beneficiary Request for Release</u> - If the provisions of Section 6(a)(ii) are met, Escrow Associates will within ten (10) business days forward a complete copy of the request to Depositor. Depositor shall have thirty (30) days to make any and all objections to the release known to Escrow Associates in writing. If after thirty (30) days Escrow Associates has not received any written objection from Depositor, Escrow Associates shall release the Deposit Materials to Beneficiary as instructed by Beneficiary.

(d) <u>Depositor Objection to Release</u> - Should Depositor object to the request for release by Beneficiary in writing, Escrow Associates shall notify Beneficiary in writing within ten (10) business days of Escrow Associates receipt of said objection and shall notify both parties that there is a dispute to be resolved pursuant to Section 7 (Arbitration) of this Agreement. Escrow Associates will continue to hold the Deposit Materials without release pending (i) joint instructions from Depositor and Beneficiary; (ii) dispute resolution according to Section 7 (Arbitration); or (iii) order from a court of competent jurisdiction.

(e) <u>Grant of License to Deposit Materials</u> – As of the Effective Date, Depositor hereby grants to Beneficiary, a non-exclusive, worldwide, perpetual, paid in full license, to install, use, copy, publicly perform and digitally perform, modify and create derivative works from the Deposit Materials delivered by Escrow Associates under this Section, for the sole purpose of continuing the benefits afforded to Beneficiary under this Agreement, including the development of patches and upgrades solely for Beneficiary's internal use.

(f) <u>Restrictions on Use</u> – The following restrictions shall apply to Deposit Materials delivered to Beneficiary: (i) Beneficiary shall not copy the Deposit Materials other than as necessary for installation on Beneficiary's equipment and for backup copies on Beneficiary's equipment, (ii) Beneficiary will keep the Deposit Materials in a secure, safe place when not in use, (iii) Beneficiary agrees to use the Deposit Materials under carefully controlled conditions in accordance with, and for the purposes of, this Agreement, (iv) Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials in accordance with Section 8, and (v) Beneficiary agrees to treat, handle, and store the Deposit Materials in the same manner and with the same care as it treats its most sensitive and valuable trade secrets.

7. Arbitration
7. <u>Arbitration</u> - Except as expressly provided for herein, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled in Atlanta, Georgia by arbitration administered by the American Arbitration Association in accordance with its Commercial or other Arbitration Rules including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall award attorneys' fees and costs to the prevailing party. Any and all costs incurred by Escrow Associates as a result of any Arbitration, including attorney's fees, shall be reimbursed by the non-prevailing party.

8. Confidentiality
8. <u>Confidentiality</u> – Except as otherwise required to carry out its duties under this Agreement, Escrow Associates shall hold in strictest confidence and not permit any third party access to nor otherwise use, disclose, transfer or make available the Deposit Materials except as otherwise provided herein, unless consented to in writing by Depositor.

9. Limitation of Liability - Under no circumstance shall Escrow Associates be liable for any special, incidental, or consequential damages (including lost profits) arising out of this Agreement even if Escrow Associates has been apprised of the possibility of such damages. In performing any of its duties hereunder, Escrow Associates shall not incur any liability to any party for any damages, losses, or expenses, except for willful misconduct or gross negligence on the part of Escrow Associates, and it shall not incur any liability with respect to any action taken or omitted in reliance upon any written notice, request, waiver, consent, receipt or other document which Escrow Associates in reasonably good faith believes to be genuine.

10. Notices – Notices shall be deemed received on the third business day after being sent by first class mail, or on the following day if sent by commercial express mail. All notices under this Agreement shall be in writing and addressed and sent to the person(s) listed in the space provided below:

Depositor

Contact: Mark Beverly   Title: Executive Vice President
Address: 2160 Satellite Blvd, Ste 300
City, State, Zip: Duluth, Georgia 30097
Telephone: 888-355-1093   Fax: 678-474-1002
Email: mbeverly@energov.com

Billing Contact: Mark Beverly _____ Title: Executive Vice President ___
Address: 2160 Satellite Blvd, Ste 300 _____
City, State, Zip: Duluth, Georgia 30097 _____
Telephone: 888-355-1093 _____ Fax: 678-474-1002 _____
Email: mbeverly@energov.com _____
Purchase Order (if applicable): _____

Beneficiary

Company: City of Grand Junction, Colorado
Contact: Trish Valentine _____ Title: Purchasing Mgr
Address: 250 N 5th
City, State, Zip: Grand Jct CO 81501
Telephone: 970 244 1517 _____ Fax: 970 256 4153
Email: trisyva@gjcity.org

Escrow Associates, LLC
Attn: Contracts Administration
1303 Hightower Trail, Suite 220
Atlanta, GA 30350   USA
Telephone: 800-813-3523
Fax: 770-518-2452
Email: info@escrowassociates.com

11. Miscellaneous

(a) Counterparts - This Agreement may be executed in any number of multiple counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(b) Entire Agreement - This Agreement supersedes all prior and contemporaneous letters, correspondences, discussions and agreements among the parties with respect to all matters contained herein, and it constitutes the sole and entire agreement among them with respect thereto.

(c) Limitation of Effect - This Agreement pertains strictly to the escrow services provided for herein and does not modify, amend or affect any other contract or agreement of one or more of the parties. The terms and provisions of the License Agreement, as the same may be physically modified by the terms and provisions hereof, shall continue in full force and effect and be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

(d) <u>Modification</u> - This Agreement shall not be altered or modified without the express written consent of all parties.

(e) <u>Bankruptcy Code</u> - This Agreement shall be considered an agreement supplementary (together with any modification, supplement, or replacement thereof agreed to by the parties) to the License Agreement pursuant to Title 11 United States Bankruptcy Code Section 365(n).

(f) <u>Survival of Terms</u> - All obligations of the parties intended to survive the termination of this Agreement, including without limitation, are the provisions of Sections 2 (Term), 3 (Fees), 4 (Indemnification), 7 (Arbitration), 9 (Limitation of Liability), and 11 (Miscellaneous) which shall survive the termination of this Agreement for any reason.

(g) <u>Governing Law</u> - This Agreement shall be governed by the laws of the state of Georgia.

(h) <u>Time of the Essence</u> - Time is of the essence in this Agreement.

(i) <u>Successors and Assigns</u> - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, provided, however, that Beneficiary shall have no right to assign any rights hereunder or with respect to the Deposit Materials except as permitted with respect to assignment of Beneficiary's rights under the License Agreement.

(Signatures are on following page. Remainder of the page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized agents as of the Effective Date.

Depositor
    EnerGov Solutions, LLC

Signature: _____

Name: Mark Beverly

Title: Executive Vice President

Company: EnerGov Solutions

Date: October 20, 2009

Contract Negotiated by: Victor Cook

Negotiator Telephone: 888-355-1093

Beneficiary
    City of Grand Junction, Colorado

Signature: _____

Name: Jim Valentine

Title: Purchasing Supervisor Manager

Company: City of Grand Jct

Date: 10/27/09

Contract Negotiated by: _____

Negotiator Telephone: _____

Escrow Associates, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

<u>**Exhibit B**</u>
<u>**[to Form of Escrow Agreement]**</u>
Deposit Materials

Please complete Exhibit B form and enclose a copy with the Deposit Materials or contact us for details on electronic depositing.

Attn: Vault Manager
Escrow Associates, LLC
1303 Hightower Trail, Suite 220
Atlanta, GA 30350   USA
1-800-813-3523

Company Name: _____

Escrow Associates Account Number: _____

Product Name & Version: _____

☐ **Three-Party Agreement**   New ☐ **Deposit Account**

☐ **Two-Party Agreement**   ☐ **Update to existing Deposit Account**

Please list specific Beneficiaries under a Two-Party Agreement associated with this product/ update or check here to apply to all Beneficiaries: ☐

_____   _____

_____   _____

Media Description:

Quantity	Type	Description / Label
_____	DVD/CDR	_____
_____	DAT/DDS Tape	_____
_____	Documentation	_____
_____	Other	_____

Deposit Prepared by: Deposit Accepted by *(Escrow Associates)*:

Signed: _____   Signed: _____

E-mail: _____   Name: _____

Date: _____   Date: _____

EnerGov Solutions: Project Personnel & Experience

Personnel Experience

EnerGov Project Team members have extensive experience with all aspects of the implementation process. In addition to fulfilling company-mandated technical training course requirements each year, EnerGov personnel continuously gain invaluable real-world experience through on-site interaction and consultation with a diversified client pool across the United States.

Indeed, with nationwide installations in districts ranging from 5,000 in population to over 500,000, our team of implementation specialists and software engineers has acquired industry knowledge that is absolutely second-to-none. The result -- efficient, reliable, effective and successful implementations.

EnerGov's Microsoft ISV affiliation and Certified Partnership necessitates that each member of our development, support, and training staff remain abreast of and proficient in the latest innovations in the field of information technology. Thus, company personnel are required to attend a variety of seminars and training sessions focused on new product development and deployment over the course of each year.

RFP NO. 2762-08-SN - Project Personnel

As with all implementations, EnerGov will assign a Senior Level Project Manager to act as the primary contact for this project. Moreover, this individual will act in that capacity for the duration of the implementation and will manage, oversee, and coordinate various high-level aspects of the project including the deployment schedule, ATP/UAT formulation, data conversion confirmation, application training & reviews to name a few.

The project manager will be assisted by an on-site team of EnerGov Implementation Specialists responsible for conducting setup reviews, modifications, departmental training, and Go Live support.

Project Team Overview

The following individuals will play an integral role in the deployment / implementation process upon bid award. Concise resumes have been included as requested in the RFP specifications.

Project Team - Development & Data Services

Project:	RFP NO. 2762-08-SN
Team Member:	Jonathan Fife
Capacity:	Product Development
Member Since:	2001
# Projects:	100 +
Educational Background:	Management Information Systems
	University of Georgia
	Horry / Georgetown
Programming Languages:	Visual Basic.Net, Visual Basic 6.0, C, C++, HTML, ASPX
Databases:	MS SQL Server 2000 / 2005, MS Access, MSDE, FoxPro, Paradox, Universe
Environments:	Windows (All Platforms), Unix
Reporting:	Crystal Reports (All Versions)
Miscellaneous:	ArcGIS Server, Web Services, IVR, Telephony

EnerGov Solutions: Project Personnel & Experience

Project Team - Project Management

Project:	RFP NO. 2762-08-SN
Team Member:	Joe Fuller
Capacity:	Management & Implementation
Member Since:	2006
# Projects:	30 +

Educational Background: Computer Information Systems / Chemistry
University of Georgia

Configuration Mgmt: Application Configuration, Application Deployment, Change Management, Change Tracking, Configuration Management, Defect Management; Communication Skills, Conducting Change Control Board Meetings, Sarbanes-Oxley Compliance Control Point Management, Process Analysis, Toolset:Mercury Interactive, Microsoft Office Suite, Unix, IBM ClearCase

Release Management: Application Configuration, Application Deployment, Change Management, Change Tracking, Configuration Management, Defect Management; Communication Skills, Conducting Change Control Board Meetings, Defect Matrix Reporting, Outage Reporting, Sarbanes-Oxley Compliance Control Point Management, Process Analysis, Disaster Recovery Documentation and End User Support Toolset: Mercury Interactive, Microsoft Office Suite, PL/SQL, Unix, CCC Harvest, Quest Software (Toad), End User Migration (EUM), RUMBA, Cygwin, PeopleSoft CRM, Vitria BusinessWare.

Functional Analyst: Application Design and Documentation, Delivery Review and Signoff, Functional Requirement Documentation, Customer Requirement Development, Design Meetings, Defect Management, Analyst Reporting, Change Tracking, Functional Design, Communication Skills, System Analysis, Application Requirement Documentation, Customer Meeting Facilitation, Technical Design Review.

Project Team - Project Management & Deployment

Project:	RFP NO. 2762-08-SN
Team Member:	Gary McTall
Capacity:	Implementation & Deployment
Member Since:	2003
# Projects:	70+

Educational Background: Management Information Systems
University of Georgia

Programming Languages:	Visual Basic.Net, Visual Basic 6.0, C, C++, HTML, ASPX
Databases:	MS SQL Server 2000 / 2005, MS Access, MSDE, FoxPro,
Environments:	Windows (All Platforms), Unix, Macintosh
Reporting:	Crystal Reports (All Versions)
Miscellaneous:	ArcGIS Server, Web Services

enerGov Solutions
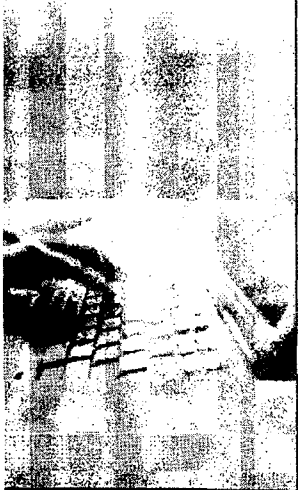Government Connected Solutions

Microsoft
C E R T I F I E D
Partner

.net

EnerGov Solutions: Project Personnel & Experience

Project Team - EnerGov Geographical Information Systems Division

NO LONGER WITH
THE PROJECT TEAM

Project: RFP NO. 2762-08-SN
Team Member: Robert Eyer
Capacity: EnerGov GIS Development
Member Since: 2006
Projects: 25 +

Educational Background: Geography / Information Systems
                        University of Pittsburgh

Programming Languages: Visual Basic.Net, Visual Basic 6.0, C, C++, HTML, ASPX
Databases: MS SQL Server 2000 / 2005, MS Access, MSDE, FoxPro,
Environments: Windows (All Platforms), Unix, Macintosh
Reporting: Crystal Reports (All Versions)
GIS Development Tools: ESRI development applications & additional mapping tools

- ArcGIS 9, 8.X- ArcInfo & ArcView   - ArcView 3.X Image Analysis Ext.
- ArcGIS 3D Analyst 9, 8.X   - ArcView 3.X Business Analyst Ext.
- ArcGIS Spatial Analyst 9, 8.X   - MapObjects 2.X
- ArcGIS ArcGlobe   - MapObjects LT 2, 1
- ArcGIS Tracking Analyst   - ArcLogistics Route
- ArcGIS ArcPubliser 9, 8.X   - ER Mapper 5.5, 6.0, 6.5
- ArcSDE 9, 8.X   - Erdas Imagine
- ArcIMS 9, 4.X, 3.X   - MapInfo 4.X & up
- ArcIMS Route Server   - MapBasic
- ArcPad 6.X   - Vertical Mapper
- ArcPad Application Builder   - AspMap
- ArcView 3.X   - AspMap Route
- ArcView 3.X Spatial Analyst Ext.   - MapPublisher
- ArcView 3.X 3D Analyst Ext.   - MicroStation
- ArcView 3.X Tracking Analyst Ext   - OrthoSpace 1.1
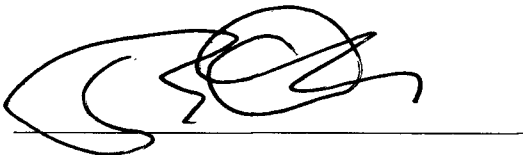
Project Team - Project Management & Deployment

Project: RFP NO. 2762-08-SN
Team Member: Nathan Edberg
Capacity: GIS Analyst
Member Since: 2006
Projects: 25 +

Educational Background: Geography / Management Information Systems
                        University of Georgia

Programming Languages: Visual Basic.Net, Visual Basic 6.0, C, C++, HTML, ASPX
Databases: MS SQL Server 2000 / 2005, MS Access, MSDE, FoxPro,
Environments: Windows (All Platforms), Unix, Macintosh
Reporting: Crystal Reports (All Versions)
Miscellaneous: ArcGIS - Platforms & subsets

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                                          Government Connected Solutions

Change order Request:

This document is to formalize a proposed change in the project. The scope of this change is limited to adjusting the location of Week 1 of the training schedule. Instead of taking place in Grand Junction with a single trainer, we are proposing that training take place at EnerGov headquarters in Atlanta, Georgia on September 13th through the 17th, 2010. Three of the power users from Grand Junction will have the opportunity to learn the system in great detail from our senior staff and in house training department that would otherwise not be available to devote a week off-site. This will be a train the trainer opportunity that will be of great benefit to Grand Junction and EnerGov.

EnerGov is willfully and purposely taking on the additional travel costs of said individuals. We will reimburse 100% of the costs for flight, hotel accommodations, car rental and any meals not provided on site by EnerGov during training. EnerGov requires that Grand Junction initially cover all travel costs stipulated supra, the balance of which will be totaled and then deducted from the next invoice once the totals are known.

Gene K. Oh, Esq.

Project Manager

enerGov Solutions

2160 Satellite Boulevard, Ste. 300

Duluth, GA 30097

P: (888) 355-1093, Ext. 3106

E: goh@energov.com

Amendment

To

Master Customer Agreement

Between EnerGov Solutions and City of Grand Junction, Colorado

This document amends the Master Customer Agreement with Effective Date of 10/27/09, (included by reference) between EnerGov Solutions, LLC ("EnerGov"), a Georgia limited liability company located at 2160 Satellite Blvd, Suite 300, Duluth, Georgia 30097, and the City of Grand Junction, Colorado, ("Customer"), located at 250 North 5th Street, Grand Junction, CO 81501

The **Effective Date** of this Amendment is ___6/14/12___, 2012.

EnerGov and Customer desire to modify the Master Customer Agreement to allow Customer the use of MyGovPay and/or VirtualPay for accepting credit cards through the EnerGov Citizen Assess Portal or directly into the EnerGov Software used internally by the Customer. Under the original contract, EnerGov was to provide this service without additional fees; therefore the Customer is entitled to a $2999 refund.

Therefore, in consideration of the mutual promises and responsibilities described below, the parties agree as follows:

1. **Existing Contract and Amendments.** EnerGov will refund $2999 of the contract price paid by the Customer in one lump sum payment. All terms and conditions and previous amendments of the Master Customer Agreement not herein amended shall remain in full force and effect.

2. **Definitions.** The following definitions shall apply to this document.

   "BCSW" means BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which EnerGov passes credit card transactions.
   "Merchant Agreement" means agreements between Customer and BCSW which provides for the Merchant Fees.
   "Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which EnerGov has no authority.
   "Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Table 1.

3. **MyGovPay/VirtualPay.**
   3.1 If Customer elects to utilize MyGovPay and/or VirtualPay, products of EnerGov *(Powered by BankCard Services Worldwide),* designed for citizen users for processing online payments, then the Use Fees listed in Table 1 below will apply, and
       i) Customer agrees that Merchant Fees are direct fees levied by Visa, Mastercard, Discover, or other payment card companies and are not subject to this Amendment, and
       i) Customer agrees that Use Fees are separate from any Merchant Fees, and
       ii) Customer agrees that this document in no way represents any modifications to Customer's Merchant Processing Agreement (provided separately) between Customer and BCSW, and
       iii) Customer agrees the Use Fees listed in Table 1 for use on the MyGovPay online system and/or the VirtualPay back-office system will not be deposited or owed to Customer in any way.
   3.2 Customer acknowledges that the ability to assess these fees, including Use Fees, is dictated by the Card Associations, whose rules may change at any time and for any reason. If MyGovPay is unable to process

Customer Initials: _SJK_
EnerGov Initials: _MR_

payments using any of these Use Fees or if actions by the Card Associations compel EnerGov to alter the Use Fees, Customer agrees that EnerGov may negotiate a new pricing model with Customer for the use of MyGovPay and/or VirtualPay.

3.3 EnerGov agrees that for a period of three (3) years from the Effective Date of this Amendment, EnerGov will not alter the Use Fees as listed in Table 1 unless compelled by actions of the Card Associations as provided in Section 3.2.

3.4 Customer and EnerGov agree that the Use Fees listed in Table 1 are current as of the Effective Date of this Amendment.

4. **Term.** Subject to annual appropriation by the Grand Junction City Council, the term of this Amendment shall be for three (3) years ("Initial Term") commencing on the Effective Date unless terminated sooner as a result of an actions listed in Section 3.2 and if EnerGov and Customer are unable to reach agreement on a new pricing model, otherwise this Amendment will automatically renew annually unless 30-days written notice is provided by either party to the other.

Table 1 – Use Fees

VirtualGov Payment processing Fees/Rates

Online Payments (MyGovPay) – Without Convenience Fee

Technology Fee	0.7125% per Transaction
Authorization Fee	$0.475 per Transaction

Back Office Credit Card Processing Only (VirtualPay):

Technology Fee	0.30% per transaction
Authorization Fee	$0.20 per Transaction

IN WITNESS WHEREOF, the parties have executed this Amendment under seal as of the Effective Date.

CITY OF GRAND JUNCTION, COLORADO	ENERGOV SOLUTIONS, LLC
By: _Scott Hopkins_	By: _Mark A. Bev_
Printed Name: _Scott Hopkins_	Printed Name: _Mark A. Beverly_
Title: _Purchasing Supervisor_	Title: Executive Vice President

Alpine Bank

June 19, 2012

Re: Merchant Account Verification
     City of Grand Junction

To whom it may concern:

Please accept this letter as confirmation of information on the merchant account for the City of Grand Junction. The account information is as follows:

Depository Name: Alpine Bank
Routing Number: 102103407

Account Holder's Name: City of Grand Junction
                        Merchant Account
Checking Account Number: 7717012020

If you have any questions or concerns, please feel free to contact me at (970) 254-2016.

Sincerely,

Tara Bunnell
Vice President
(970)254-2016
tarabunnell@alpinebank.com

Merchant's Business Name (Legal):

BankCard Services
WORLDWIDE

(*powered by*
NPC)

Welcome to National Processing Company ("NPC"). Please carefully complete the enclosed Application and read the attached Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. **Keep a Copy of the entire Application and the Terms and Conditions for your records**. Your Application is subject to NPC/Bank's underwriting review process. NPC/Bank's acceptance of this Application will be made in a manner authorized in the attached Agreements.

Office Address:
5100 Interchange Way
Louisville, KY 40229
Phone: 888-208-7231
FAX: 877-822-1248

Section 1
IMPORTANT DISCLOSURES

Merchant further acknowledges receipt of NPC Documentation, which includes Merchant Processing Agreement.

MEMBER BANK:	IMPORTANT MEMBER BANK RESPONSIBILITIES:
First National Bank of Omaha One First National Center 16th and Dodge Street Omaha, NE 68197	1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement. 3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. 4. The Visa Member is responsible for and must provide settlement funds to the Merchant.

IMPORTANT MERCHANT RESPONSIBILITIES:	
(1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Visa Operating Regulations.	The responsibilities listed above do not supercede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

Section 2
PATRIOT ACT AND BACKGROUND AUTHORIZATION

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying document. The undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks NPC or Member Bank whether or not a consumer report was requested, NPC and/or Member Bank will tell such individual and, if NPC and/or Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally authorize NPC and Member Bank to obtain your consumer credit report.

Sales Representative ID Number (9 digit code) or Sales Code (16	Merchant's Business Name (Legal):	

T1031R044

Quote#:	Bank # or Merchant Association #:

Section 3 BUSINESS INFORMATION   ☐ Corporate Headquarters

Business Legal Name:
City of Grand Junction

Contact Name:
Aeron White

Business Name (DBA):
Planning

E-mail address:
aeronw@gjcity.org

Website:

Business Location Address:
250 N 5th Street

Business Billing Address: (If different from location address.)

City, State, Zip:
Grand Junction CO 81504

City, State, Zip:

Phone #
970-244-1448

Fax #
970-256-4031

Phone #
970-256-4012

Fax #
970-256-4153

Section 4 OWNERSHIP INFORMATION

Ownership: ☐ Sole Prop.   ☐ Corporation   ☐ Tax-Exempt Organization (501C)
☒ Government (Federal / State (Local))   ☐ LLC   ☐ Partnership

Title:	Tax ID#: **84-6000592**	D & B#:

Owner/Officer/Principal Name:	DOB:	SSN #:

Home Address:	City, State, Zip:	Phone #:

Section 5 BUSINESS PROFILE AND ASSUMPTIONS

of Locations: **1**   ☐ Add'l. Location   1st Location MID:

% = Card present	**100**% = Card not present	Percent of sales

☐ Ownership or Legal Entity Change   CLOSE NPC EXISTING MID#

% Card Swiped   % MOTO   **0** % To Consumer

Open Date:
3/28/2012 12:00:00AM

Date of Current ownership: **3/28/2012 12:00:00AM**

% Imprint (Manually Keyed)   **100** % Internet   **0** % To Business

Annual Volume (Visa/MC/DS):

Average Ticket (Visa/MC/DS):

Highest Ticket (Visa/MC/DS):

Type of Goods/ Service **Planning Permits**

☒ Never Accepted Cards   ☐ Processor Change - How many processing statements are you including?   % of International Cards   **0**   %

REFUND POLICY (Check One):   ☐ No refund   ☐ Refund in 30 days or   ☐ Merchandise exchange only   ☒ Other -

Seasonal Sales: ☐ Yes   ☒ No   Active Months: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC

Section 6 COMPLIANCE INFORMATION

Do you (MERCHANT) have a   ☐ 3rd party software application/gateway or   ☐ POS Terminal

Are you compliant with the Payment Card Industry Data Security Standards?   ☒ Yes   ☐ No

If yes, identify Security Assessor and certificate number: **Self Assessed**

Last Certification Date: _____

Have you been notified by Visa, MasterCard or Discover that you may have been the victim of a compromise of cardholder data?   ☐ Yes   ☒ No

If yes, have you completed remediation   ☐ Yes   ☐ No

Do you store cardholder data? Paper-   ☐ Yes   ☒ No   Electronic   ☐ Yes   ☒ No

Identify all third parties that have access to cardholder data on your behalf:

(if so, Section 12 must be completed):

All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. NPC may at any time require that Merchant validate its compliance with the PCI DSS, and if requested, Merchant will provide NPC with evidence that Merchant (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. NPC has created the NPC Platinum Security Protection Program (the "PCI Program") to assist merchants in securing card data and complying with the PCI DSS. If you cannot validate your compliance upon request, NPC will enroll you in the PCI Program and the applicable fees will be assessed in accordance with the terms of the PCI Program. Information on the PCI Program is set forth in Section 14.0 of the Terms and Conditions and will also be provided to you in a separate document, which will detail the applicable fees.

Section 7 MERCHANT BANK ACCOUNT INFORMATION   Please supply voided check or preprinted bank letter for each account requested.

Deposit Time Frame: ☒ Premium ACH   ☐ Alternative Funding*
Deposit Type: ☒ Combined   ☐ By Batch

In accordance with the terms set out in the Merchant Processing Agreement, funds will be transferred to/from the account as delineated. If nothing is checked, MERCHANT will receive Premium ACH.

Routing #1:	**102103407**	DDA Account type: ☒ Checking ☐ Savings	ACH can be performed by the following entities: Member Bank, NPC or any authorized agent of NPC or any Third Party Service Provider with whom you have contracted.
Account #1:	**7717012020**		If more than one account is indicated this account will be used for Sales.
Routing #2:		DDA Account type: ☐ Checking ☐ Savings	
Account #2:			If a second account, this account is used for: ☐ Discount ☐ Fees ☐ Credits ☐ Chargebacks

Any ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals

Section 8 CHECK / ACH SERVICES -

If NPC Check Services are selected and by signing Merchant Agreement, Merchant agrees to accept NPC Check Services pursuant to, and to be bound by, the terms and conditions for NPC Check products acceptance as stated in the Merchant Processing Agreement or as provided by NPC Check services provider, GETI, or other service provider. Merchant must be approved by NPC Check and its service provider, GETI, or by other service provider. ++Check Recovery: An inactivity Fee of $5.00 per month may be charged after 6 months of inactivity. +++For Non-Guarantee checks $10,000 and greater: A premium of .10% (ten basis points) will be charged in addition to the discount rate. ^^^ These fees apply per account.

Check Service	Discount Rate	Transaction Fee	Check Service	Discount Rate	Transaction Fee	Other Check21 Fees
☐ Check Conversion w/Guarantee			☐ Check21 POS - Guarantee ☐ Check21 POS - Non-Guarantee+++			Check21Return Fee^^^: N/A
☐ Check Conversion w/o Guarantee			☐ Check21 Remote - Guarantee ☐ Check21 Remote - Non-Guarantee+++			Monthly Check21 Access Fee^^^: N/A
☐ Paper Check w/Guarantee			☐ Check21 POS Payroll option - *Guarantee*: Discount Rate + 3% premium ☐ Check21 POS Payroll option - *Non-Guarantee*: Discount Rate + 1% premium			
# of Checks Monthly:	Average Amount:	Largest Check Amount:	Monthly Service Fee^^^:	Batch Fee:	Monthly Minimum^^^: N/A	Annual Fee^^^: N/A	Termination Fee^^^: N/A

☐ Monthly Billing   ☐ NPC Check Recovery Service ++

T1024.0610.IMA   National Processing Company ("NPC") is a registered ISO/MSP of First National Bank of Omaha. Omaha, NE

Merchant's Business Name (Legal):

Section 9 SCHEDULE OF FEES

Discount: ☐ Daily ☒ Monthly   Card Acceptance Options: ☐ Debit Card   ☐ Other Cards ☒ All Cards

BUSINESS TYPE	☐ Retail ☐ Restaurant ☐ Mail/Telephone O ☒ Internet only	☐ Lodging ☐ Fuel	☐ Supermarket	☐ Cash Advance
SUB-BUSINESS TYPE	☐ Retail / Key Entered ☐ MOTO / Card Swipe ☐ Dial Pay Capture	☐ Health Care		

SPECIAL PROCESSING   ☐ FPS   ☐ Large Ticket   ☐ Utility

VISA/MASTERCARD/DISCOVER Rate Category		Discount Rate	Transaction Fee	☐ Debit PIN-Based (Debit Network Interchange and other fees and sponsorship, switch and gateway fees will be passed through to Merchant)		Monthly Fee:	Discount %	Transaction Fee:
Debit NON PIN-Based Processing Fees 3 (Visa, MasterCard and Discover interchange fees, assessments and other fees will also be passed through to Merchant)		N/A %	+ $ 0.00			$ N/A	N/A %	$ N/A
Credit Processing Fees 4 (Visa, MasterCard and Discover interchange fees, assessments and other fees will also be passed through to Merchant)		N/A %	$ N/A					

American Express†*	☐ Flat Rate	Discount Rate	Processor Transaction Fee† †	☐ NPC Secure 3 Or other Internet	Setup Fee: $ N/A	Monthly Hosting Fee: $ N/A	Transaction Fee: + $ N/A
	Franchise CAP #:	RATES VARY %	$ N/A	☐ EBT†*3	☐ Food Stamps ☐ Cash Benefits ☐ Both	Monthly Fee: $ N/A	Transaction Fee: + $ N/A
☐ New ☐ Existing	Existing Account #				FCS Account #:		

☐ Wireless Service 3	Setup Fee: $ 0.00	Monthly Hosting Fee: $ N/A	Transaction Fee: + $ N/A	☐ Voyager†* ☐ Wright Express†*	Check box for service	Additional paperwork required.

VISA/MASTERCARD/DISCOVER Tier Rate Category	Discount Rate:	Transaction Fee:	VISA/MASTERCARD/DISCOVER Tier Rate Category	Discount Rate:	Transaction Fee:
Mid-Qualified Exception 1 (Applies to Retail merchants only)	+ %	+ $	**Non-Qualified Exception 2**	+ %	+ $

1This is added to the Credit Processing Fee discount rate and transaction fee. 2This is added to the mid-qualified discount rate and transaction fee for retail, which is the Credit Processing Fee rate plus the Mid-Qualified Exception, or the Credit Processing Fee discount rate and transaction fee for MOTO. 3 This transaction fee will be in addition to the applicable qualified, mid-qualified or non-qualified transaction fee for the transaction, regardless of how the transaction qualifies. 4 Transaction fees are charged for all transactions, which means any transaction, including without limitation, any interaction between Merchant and a customer, any authorization attempt, credit, closing and capturing daily sales batches and any other transactions which makes use of any NPC device. †* These services will be provided to you and funded by independent third party service providers, not by NPC or Bank. Neither NPC nor Bank makes any warranty with respect to these services. American Express may assess in addition to above, a transaction fee of $.10 or $.15, a statement fee and downgrade surcharges. See Page 4 for additional information regarding American Express. Voyager and Wright Express may assess other rates and fees. ††Same as qualified transaction fee if left blank; if qualified transaction fee is left blank the fee will be $0.30.

Section 10
OCCURRENCE FEES

Paper Statement   ☒ Yes   ☐ No

On File Fee	$ 0.00	/month	Retrieval / Chargeback	$ 15.00	/each	☒ myNPCdata.net	$	/month
Batch ††	$ 0.00	/each	☐ NPC Gold Service Package	N/A	/each	Annual Fee: N/A	/charged in the month of _____	
Voice Authorization	$ 0.95	/each	☐ NPC Service Package	N/A	/each			
ACH/DBA Change Fee	$ 25.00	/each	Early Termination Fee 1	$ 0.00	/each	Semi Annual Fee: N/A	/charged in the months of N/A and 6 months thereafter	
Minimum Bill	$ 0.00	/each						

Return ACH(s) are subject to a $25.00 fee for each occurrence. 1The initial term of the Merchant Agreement is 3 years and automatically renews for additional 2-year periods. If this Agreement is terminated prior to the expiration of the initial term or any renewal term, you will be subject to an Early Termination Fee in accordance with the terms of Section 10.D.iv of the Terms and Conditions. Participation in and compliance with all the requirements of the Merchant Assurance Program may result in a reduction of the Early Termination Fee. If limited by state law, your Early Termination Fee may be modified in accordance with Section 10.D.iv of the Terms and Conditions.†† Batch fee is the same as the transaction fee for Visa/MC or 30¢ if the Visa/MC transaction fee is left blank. Please refer to the Merchant Processing Agreement for more information.

Merchant agrees to and accepts the terms and conditions set forth in this Application and the Terms and Conditions which are incorporated herein by reference as if fully set forth herein (collectively, the "Merchant Agreement") and acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Agreement for all legal purposes. Merchant represents, warrants and certifies to NPC and Member Bank that it has reviewed all 4 pages of this Application, that all information provided herein is true, correct and complete and that NPC and Member Bank may rely on the information contained in this Application, without further investigation, for all purposes. Merchant acknowledges and agrees that NPC and Member Bank are in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider or independent sales representative. Merchant represents that it has chosen for itself any services, equipment or third party selected in connection with the Merchant Agreement, and it has not relied on any promises, representations, warranties, or covenants of the Independent Sales Representative, NPC or others. Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party.

* X _(initials)_ By initialing here, I agree that I have read and understand Section 1, Important Disclosures and Section 2, Patriot Act and Background Authorization.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives effective on the date signed by NPC. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

MERCHANT	National Processing Company ("NPC")	MEMBER BANK
Signature * X _(signature)_	Signature (Signature may be evidenced by facsimile)	Signature (Signature may be evidenced by facsimile)
Name (please print) Aeron White Date 4/19/12	Name (please print) Date	Name (please print) Date

PERSONAL GUARANTEE: In consideration of the undertakings of NPC contained in the Merchant Agreement, the undersigned, ("Guarantor"), being interested in the business and success of Merchant and to induce NPC to enter into the Merchant Agreement, does hereby absolutely and unconditionally guarantee the performance and payment by Merchant of all Merchant's obligations to NPC, together with all costs, expenses and attorney's fees incurred by NPC in connection with any actions, inactions, or defaults of Merchant. The liability of Guarantor shall not be affected by any settlement, modification, release, waiver, discharge or variation of terms of any obligation of Guarantor, of Merchant, or any other person or by any failure of NPC to exercise or enforce any of its rights against Merchant. Each Guarantor hereby waives every kind of notice to which the Guarantor might be entitled and agrees that the Guarantor's liability shall not be affected by any act or omission of NPC/Member Bank, or indulgence granted by NPC/Member Bank, respecting Merchant; in addition, Guarantor specifically waives notice of acceptance of guarantee, notice of demand, prosecution of collection, all exemption and homestead laws and all setoffs and counterclaims. This guarantee shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Guarantor agrees, in the event of any dispute regarding this guarantee, the courts of the Commonwealth of Kentucky shall have and be vested with personal jurisdiction over Guarantor. Any lawsuit or other action arising directly or indirectly out of this guarantee shall be litigated exclusively in a State or Federal court located in Jefferson County, Kentucky. The Guarantor waives any right to require NPC to proceed against other persons or Merchant or to require Merchant to comply with Merchant Agreement. This is a guarantee of payment and not of collection. This is a continuing guarantee and shall remain in effect until 180 days after receipt by NPC of written notice by Guarantor terminating or modifying the same. The termination of the Merchant Agreement or this guarantee shall not release Guarantor from liability with respect to any obligations incurred prior to the effective date of termination. This guarantee shall not be affected by the dissolution of Merchant, by any change in legal status of Merchant or any change in the relationship between Merchant and Guarantor. This guarantee binds and inures to the benefit of the personal representatives, heirs, administrators, successors and assigns of Guarantor and NPC.

* Authorized Signature of Guarantor: (Do Not Include Title) X	Social Security #:	Date of Signature:
Name of Guarantor: (Do Not Include Title)	Merchant Legal Name:	

Merchant's Business Name (Legal):

<table>
<tr><td>Section 11
EQUIPMENT SETUP</td><td colspan="7">FE CODE: VSN = VITAL/TSYS GPE = GLOBAL EAST GPC = GLOBAL CENTRAL PMT = PAYMENTECH BYP = BUYPASS
PROVIDER CODE: NPC = NPC to ship equipment SOF = Sales office to ship equipment MER = Merchant Owned</td><td>FE CODE</td></tr>
<tr><td>TERMINAL</td><td>QTY.</td><td>MEM. SIZE</td><td>PROVIDER CODE</td><td>PRINTER</td><td>PROVIDER CODE</td><td colspan="2">PIN PAD</td><td>PROVIDER CODE</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td><td colspan="2">☐ NEW ☐ EXCHANGE</td><td></td></tr>
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<tr><td>Other:</td><td colspan="2">Provider Code:</td><td>Other:</td><td colspan="2">Provider Code:</td><td colspan="2">Other:</td><td>Provider Code:</td></tr>
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EQUIPMENT SOFTWARE INFORMATION

SOFTWARE NAME	PUBLISHER	VERSION

EQUIPMENT OPTIONS   THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW

☐ **RETAIL / MOTO**

AVS Both	☐ Yes	☐ No
AVS ZIP Only	☐ Yes	☐ No
Last 4-Digits	☐ Yes	☐ No
CVV 2	☐ Yes	☐ No
Purchase Card/Level 2	☐ Yes	☐ No
Invoice # Prompt	☐ Yes	☐ No
PBX Code	☐ 8	☐ 9
Multi-Merchant	☐ Yes	☐ No
First Merchant MID		

Auto-Close ++ ☐ Yes   ☐ No

TIME _____
Store N Forward ☐ Yes   ☐ No
Pre-Dial ☐ Yes   ☐ No
Cash Back ☐ Yes   ☐ No

Debit Cask Back _____

++ Auto-Close Time for Alternate Funding needs to be no later than 10:00 pm CST.

☐ **RESTAURANT**

Tips	☐ Yes	☐ No
Servers	☐ Yes	☐ No
Tables	☐ Yes	☐ No
Bar Tab	☐ Yes	☐ No
Suggested Tip	☐ Yes	☐ No

☐ **FAST PAY (FPS)**
☐ Both receipts signature line
☐ Both receipts NO signature line
☐ NO receipts under $25

☐ **CASH ADVANCE**

☐ **LODGING**

PASSWORD

All	☐ Yes	☐ No
Void	☐ Yes	☐ No
Return	☐ Yes	☐ No
Settlement	☐ Yes	☐ No
Other	_____	

Custom Header / Footer:	Wireless ID #:
	Comments

EQUIPMENT SHIPPING INSTRUCTIONS   Required *ONLY* if ordered through NPC - Default shipping options (indicated by *) will be applied for any option not selected below

Ship To: ☐ Merchant Location *   ☐ ISO Location   ☐ Other | ☐ 1-3 Day   ☐ Over Night Priority *   ☐ Ground   ☐ Saturday

Attn: _____

Payment For Equipment Will Be:
☐ Lease   ☐ Check   ☐ Cash   ☐ 30 day (Bill Group)
☐ Visa   ☐ MC   ☐ Disc   ☐ Amex

Address: _____

City: _____   State: ___   Zip: ___   Phone #: ___

☐ Special Instructions: _____

NPC TO REPROGRAM/TRAIN MERCHANT?	☐ Yes	☐ No	NPC TO SHIP WELCOME KIT?	☐ Yes	☒ No

WELCOME KIT ALTERNATE SHIPPING INSTRUCTIONS | Required if welcome kit is shipping to separate address from above

Ship To: ☐ Merchant Location   ☐ ISO Location   ☐ Other | Attn:

Address: _____

City: _____   State: ___   Zip: ___   Phone #: ___

<table>
<tr><td>Section 12
THIRD PARTY VENDOR DATA</td><td colspan="2">This section is for reporting third-party vendors that have access to merchant's data.</td></tr>
<tr><td>Software vendor:</td><td>Version #</td><td>Merchant data to which this vendor has access:</td></tr>
<tr><td>Does software store cardholder information? ☐ Yes ☐ No</td><td colspan="2">Is vendor software PCI compliant? ☐ Yes ☐ No</td></tr>
</table>

Section 13
SITE INSPECTION INFORMATION

I represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies):

☐ I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the Owner/Officer Information Section, and witnessed their signing of the Agreement.

☐ An NPC approved third party site inspection vendor will supply a site inspection within 15 days of my signature below or I have informed NPC that a site inspection is needed.

☒ I have not physically inspected the business premises of the Merchant; but have verified the validity of the business using outside sources and confirmed the identity of the person listed

Business / Inventory / Shipments:

Does business appear as represented?	☐ Yes	☐ No
Is business open and operating?	☐ Yes	☐ No
Is inventory sufficient for business type?	☐ Yes	☐ No
Are goods and services delivered at the time of sale?	☐ Yes	☐ No
Goods and services charged to credit cards on	☐ Order	☐ Shipment
If goods are shipped, is a Fulfillment House used?	☐ Yes**	☐ No
Fulfillment House :	0	% of total shipments by this vendor

Location Type:	☐ Retail Store Front	☐ Office Building	☐ Industrial Building	☐ Residence	☐ Trade Show

Sales Organization:	Bankcard Services Worldwide	Sales Rep Signature:	**BCSW Management**	Application Date:

APPLICABLE ONLY IF MERCHANT ACCEPTS AMERICAN EXPRESS: By signing this Application, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete and accurate. I authorize American Express Travel Related Services Company, Inc ("American Express") to verify the information on this Application and to receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon American Express' approval of the entity indicated above to accept the American Express card, the terms and conditions for American Express Card Acceptance (Terms & Conditions) will be sent to such entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions. A $7.95 monthly flat fee is mandatory for MOTO/Internet/Home based businesses. American Express services will be provided to Merchant and funded by independent third party service providers not by NPC or Member Bank. Neither NPC nor Member Bank makes any warranty with respect to these services. The Processor Transaction Fee stated in Section 9 are in addition to any fees assessed by American Express.

Important Merchant Account Disclosures

Payment Gateway

(only applicable if you are using online payment gateway services with this merchant account)

I acknowledge that I will be charged for Payment Gateway services associated with my merchant account. These will be automatically deducted monthly by BankCard Services Worldwide.

The fees are as follows:

- Monthly Gateway Fee: $ N/A
- Gateway Transaction Fee: $ N/A

Termination of Services

I acknowledge that if I wish to cancel my merchant account and/or gateway services I must do so by contacting Merchant Services at 1-800-838-9699. Termination of another service (i.e. ecommerce account, shopping cart software, web hosting), does not constitute termination of your merchant account and/or gateway service.

By signing below, I, merchant, agree that I am an authorized signer for the business applying for this merchant account and that I have read, understand and agree to the terms set within the "Important Merchant Account Disclosures" document:

Company Name:	The City of Grand Junction
Authorized Signer's Name:	Aaron White
* Authorized Signature	X _(signature)_
Date:	4/19/12