

ESS90PRS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: ESCOM SOFTWARE SERVICES, INC

STREET ADDRESS/PARCEL NAME/SUBDIVISION: RECREATION
SOFTWARE LICENSE AGREEMENT, PERPETUAL

CITY DEPARTMENT: PARKS AND RECREATION

YEAR: 1990

EXPIRATION DATE: PERPETUAL

DESTRUCTION DATE: NONE

THIS LICENSE AGREEMENT made as of the 11th day of July 1990.

BETWEEN:

ESCOM DISTRIBUTION LTD., a Company duly incorporated pursuant to the laws of the Province of British Columbia and having its registered office at Ste. 1270 Stock Exchange Tower, 609 Granville Street, Vancouver B.C. V7Y 1G6 (hereinafter referred to as ESCOM)

AND:

CITY OF GRAND JUNCTION, A body politic formed and existing under the laws of the State of Colorado and having its administrative offices at 250 North 5th Street, Grand Junction, Colorado, 81501 (hereinafter referred to as Customer)

WHEREAS ESCOM is the licensee with the right to sublicense programs, all as more particularly described in Appendices A, C and D attached hereto and forming part of this agreement by reference, and which are referred to as the "Licensed Programs" which it is prepared to license to the Customer, all on the terms and conditions hereinafter set forth:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and promises hereinafter contained to be performed by the respective parties hereto, the parties do covenant and agree with each other as follows:

1. ESCOM hereby grants a nontransferable, non-exclusive license to the Customer to use the Licensed Programs in its business operations.
2. It is understood and agreed that this Agreement shall remain in effect as a perpetual lease from the date on which it is executed by the parties hereto unless terminated by ESCOM for noncompliance by the Customer of the terms and conditions hereof.
3. It is understood and agreed that upon execution of this agreement, the Customer shall pay to ESCOM the sum, as detailed in Appendix A attached hereto, by check or certified funds, in respect of the grant of license hereunder.
4. In addition to the charges due hereunder, the Customer agrees to pay State of Colorado, United States, City of Grand Junction or Mesa County tax liability resulting from this agreement or the activities hereunder exclusive of any tax on the net income of ESCOM or taxes that may be assessed by the Province of British Columbia, the nation of Canada or any other tax liability otherwise imposed on ESCOM.

5. The Customer shall be entitled to use the Licensed Programs granted hereunder in connection with its business operation but it is expressly understood and agreed that the Customer shall not sell, lease, market or otherwise make available in any manner such Licensed Programs to any other person, entity or operation without the prior written consent of ESCOM and in the event the Customer does so sell, lease or otherwise make available in any manner such Licensed Programs, ESCOM may terminate this agreement.

6. The Customer is hereby authorized to use the Licensed Programs in machine readable form on its data equipment or such other data processing equipment as it uses in the course of its business operation. Save and except for these purposes, the Customer shall not have the right to use, print or copy the Licensed Programs or such other materials as are supplied hereunder.

7. The shipment or delivery date for the Licensed Programs will be as specified by ESCOM. However, ESCOM does not represent or warrant that the shipment dates will be met.

8. The Customer will take the appropriate action by instruction, agreement or otherwise with any persons permitted access to the Licensed Programs and or associated material so as to enable the Customer to satisfy the Customer's obligations under this agreement.

9. All copies of Licensed Programs made by the Customer are the property of ESCOM. The Customer will reproduce and include the copyright notice on any such copies in accordance with reasonable copyright instructions as may be provided to the Customer by ESCOM.

10. The Licensed Programs and or related material supplied hereunder are supplied with a ninety (90) day warranty. The warranty period shall begin on the first working day following completion of installation and training. ESCOM agrees to repair or replace elements of the Licensed Programs which do not perform according to the written documentation, specifications and representations made by ESCOM including but not limited to the representations made in Appendix C hereto attached and incorporated by reference.

11. The Customer shall have the right to renew or cancel the CLASS software maintenance agreement. The maintenance agreement service provisions are set forth in Appendix D attached hereto and incorporated herein by reference. Failure to annually renew, by payment of maintenance premium amount, shall serve as cancellation of the maintenance agreement.

12. The Customer shall have the right to renew or cancel the PICK Database maintenance agreement. The maintenance agreement service provisions are set forth in Appendix D attached hereto and incorporated herein by reference. Failure to annually renew, by payment of maintenance premium amount, shall serve as cancellation of the maintenance agreement.

13. The Customer receives machine readable programs only and is not allowed to modify those programs. The Customer may add new programs but is solely responsible for any and all results.

14. In the event of any breach or default on the part of ESCOM in connection with the capability of the Licensed Programs, as identified by this agreement and by Appendix C, as would otherwise entitle the Customer to damages and or to be discharged or released herefrom by, law, the parties having specifically considered the matter, expressly agree that ESCOM's liability shall be limited to the amount paid by the Customer to ESCOM pursuant to this agreement and that ESCOM shall have no further liability for damages of any nature, whatsoever, whether direct, special, indirect, consequential or otherwise.

15. The Customer hereby expressly agrees with respect to the Licensed Programs that it assumes responsibility for the program selection, installation, use and the results obtained therefrom.

16. This agreement (Appendices A, B, C and D and other documents included by reference or previously furnished by ESCOM) constitutes the complete and exclusive statement of the agreement between the Customer and ESCOM.

17. This agreement shall be deemed to have been made in the Province of British Columbia and shall be governed by and construed in accordance with the laws of the Province of British Columbia.

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APPENDIX A

Class 1 Software - Recreation Registration>	
Class 2 Software - Facility Scheduling> (4-10 user version)	\$12,000. ✓
PICK Database (10 concurrent user version)	3,750. ✓
Training Class 1 (5 days scheduled)	1,875.
Training Class 2 (5 days scheduled)	1,875.
Installation/Setup**	750.
Travel***	2,675.
First year pick Database maintenance	420.
First year Class Software maintenance payable ninety days following installation (including new version updates, technical notes and documentation updates)	1,860.
Total acquisition cost	\$25,205.

*Appendix B (training schedule) attached hereto and incorporated by this reference.

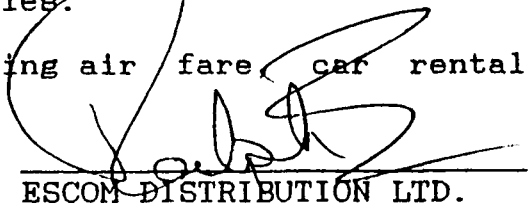
**The City's Computer Services Staff shall be provided with technical data and specifications prior to delivery of the database and software to evaluate whether City Staff possess the technical competence for installation and setup. The City (CUSTOMER) shall have the exclusive option to install the database and software and such installation shall not effect ESCOM warranty responsibilities.

***Travel is an estimate including air fare, car rental, lodging, and meals.


CITY OF GRAND JUNCTION

Date

7/11/90


ESCOM-DISTRIBUTION LTD.

Date

7/15/90

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PURCHASE AGREEMENT

This document outlines the City of Grand Junction's (Customer) agreement to purchase software and services (see Appendices A, B, C and D) from ESCOM Distribution Ltd. (ESCOM) pursuant to the following conditions:

1. Items outlined in attached Appendices and incorporated by this reference will be provided at a total cost of \$25,205.00 if the Customer is unable to perform the installation. If Customer is able to perform installation the price will be reduced by \$750.00. The price aside from the contingency shall include travel expenses, freight, training, PICK Database, CLASS 1 and 2 Software and one year maintenance agreements for database and software.

2. The purchase price does not include computer hardware, leased line charges, dedicated telephone line for modem and site preparation.

3. A twenty five (25) percent deposit of the system price (software, database, training and installation) in the amount of \$4,875.00 is required at the time of signing this agreement. The balance is due at the completion of installation and all training sessions.

4. CLASS 1 and 2 Software and PICK Database maintenance for one year is due and payable in the amount of \$2,280.00 90 days after installation/expiration of 90 day warranty. Warranty period shall commence on the first working day following completion of installation and training.

AGREED TO BY:

CITY OF GRAND JUNCTION
Mark Cleburn
Authorized Signatory
City Manager
Capacity
7/11/90
Date

ESCOM DISTRIBUTION LTD.
[Signature]
Authorized Signatory
PRESIDENT
Capacity
7/18/90
Date

18. This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, executors, administrators or assigns.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first written above.

CITY OF GRAND JUNCTION

Mark Dechen
Authorized Signatory

City Manager
Capacity

7/11/90
Date

ESCOM DISTRIBUTION LTD.

[Signature]
Authorized Signatory

PRESIDENT
Capacity

7/18/90
Date

APPENDIX B

CLASS TRAINING SCHEDULE

Training will be divided into two sections: Database Maintenance and System Training.

A. DATABASE MAINTENANCE (5 DAYS)

DAY 1 - Defining Class

- terms definition
- discussing files
- gathering information
- working with Input sheets
- customer account processing

- The aim of our discussions will be to establish what needs to be done (via defining CLASS) to set up the database

- We will examine the key files and how they should be set up

- If time permits, we will do some data entry (brief introduction to the system using accounts)

- This will be good exposure for key staff involved in setting up Class 1 & 2

DAY 2 - Program Registration Maintenance (morning)

- brochure sections
- program categories
- activity codes
- course code structure
- fee code structure
- target groups

DAY 2 - Facility Maintenance (afternoon)

- complex/facility tree structure
- facility codes
- facility types
- booking functions
- seasons

- At the end of Day 2, staff should have a good understanding of CLASS's main files

ESCOM CLASS Training Schedule

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- Staff with good knowledge of program registration and/or facilities will be key to our discussions

DAY 3 - Activity Setup (morning)

- working with specific employees
- data entry of key files for activity setup

DAY 3 - Facility Trees (afternoon)

- setting up facility trees
- data entry of key files for facility setup

DAY 4 & 5 - Data Entry

- entering accounts
- activity entry
- course entry
- complex entry
- facility entry

- These two days will be spent setting up a good portion of the database
- Key personnel who will be responsible for maintaining the database and processing registrations/rentals should be available for the day
- General question and answer period
- Staff will be responsible for setting up the remainder of the database during the period between the two training sessions

B. SYSTEM TRAINING (5 DAYS)

DAY 1 - "How to" process registrations

- activity entry
- client entry
- keyword search
- registration
- waitlist maintenance
- transfers
- withdrawals
- voids

DAY 2 - Program Registration Maintenance

- entering attendance
- completing courses
- course cancellation
- producing and examining reports

DAY 3 - "How to" do a rental

- facility inquiry
- facility booking
- schedules/contracts
- apply payment

DAY 4 - Rental & Report Processing

- amend contract
- cancel contract
- close contract
- produce and examine reports

DAY 5 - Review & Questions

- review program registration (1/2 day)
- review facility scheduling (1/2 day)
- question/comment period

- All the system or "how to" training will involve personnel responsible for processing registrations and rentals

APPENDIX C

SYSTEM REPRESENTATIONS

1. ESCOM certifies that CLASS Recreation System Software will meet or exceed the requirements outlined below. This commitment is backed by a comprehensive product guarantee.
 - 1a. There is a lifetime guarantee that the product will perform as represented at the time of sale. If the product will not meet performance representations and deficiencies are not rectified within a reasonable time period, the full purchase price will be refunded.
 - 1b. There is a twelve (12) month money back guarantee on the product with no questions asked. If the customer elects to return the product within the first twelve (12) months from date of sale, a full refund will be made for all product charges excluding training and any related charges. The only criterion for this guarantee is the Customer must be a fully paid-up member of the CLASS User Group for the twelve (12) month period.
2. It is understood that the general performance representations of the computerized Recreation and Facility Management System are as follows:
 - 2a. Improved efficiency of service through the improvement of procedures and provision of reporting procedures.
 - 2b. Improved marketing methods through the analysis of demographic data and customer history files.
 - 2c. More precise data on course attendance, facility utilization, program participation and cost effectiveness of program.
 - 2d. Reduced time to compile daily revenue reports.
 - 2e. Capability for in-house brochure preparation via desktop publishing.

3. ESCOM represents to the City of Grand Junction (Customer) that the system is capable of performing the following functions:

3a. Recreation/user data compilation, access and control

- Group Name
- Address
- Telephone Number
- Date of Birth
- Parent's Name
- Age and Date of Birth
- Sex
- Outstanding Balance
- Father's business telephone number plus extension
- FAX Number
- Mother's business telephone number plus extension
- Emergency telephone number and name of contact person
- Customer Number
- Track miscellaneous information such as resident vs. non-residents, medical problems or special needs
- Prevent customer from conducting further transactions
- Current and past program enrollment, as well as results
- Facility rental history

3b. Recreation program data compilation, access and control

- Program code
- Program name
- Brochure description
- Program location (building, room number or description)
- Instructor's name and pay rate
- Applicable general ledger account
- Cost for participant
- Additional charges
- Range of ages program intended for
- Receipt/confirmation message
- On screen alerts or message
- Maximum or minimum number
- Current registrants
- Number of spaces available
- Prerequisites

- Date and time program starts and ends
- Day and time schedule for programs for integration with the facility scheduling data
- Number of sessions per program
- Number of hours per session
- Class status indicator
- Class list
- Reserve spots for participants
- Waitlist
- Revenue designation and ability to defer program revenues
- Maintain varying courses status
- Duplication of like programs previously created
- Addition of more programs after registration
- Register and create programs concurrently
- Rollover of existing programs

3c. Recreation facility data compilation, access and control

- Facility code
- Facility name
- Facility description
- Type of facility
- Contact data
- Hours of operation and season of use
- Fees and charges
- Additional charges
- Type of activities permitted
- General ledger account
- Damage deposit required
- Association with other facilities
- Shared usage (i.e. baseball diamonds on soccer fields) information
- Capacity
- Maintenance requirements
- Lighting
- Special instructions

3d. Recreation Registration processing

- Monitor course maximum, with allowance for override
- On screen access to list waitlists or class lists
- Access to customer data for reference and modification
- Data selection options using non-technical recreation language
- Ability to prevent customers from conducting transactions
- Unregister option
- Ability to conduct multiple registrations

- Course listing identifying title, location, day of week, time, availability, course description, etc.
- Alerts to identify course maximum, prerequisites and age criteria
- Ability to accept multiple payment types and track amounts owing
- Capacity to utilize account credits and issue cash, check and VISA/MC credits
- Generate the following outputs:
 - Receipt
 - Confirmation
 - Class list
 - Waitlist
 - Instructor schedule
 - Attendance register
 - Program status
 - Program revenue
 - Payments due

- Capacity to process withdrawals, transfers and refunds from a single entry point, along with the ability to handle differing course fees and process refund/credit vouchers
- Print mailing labels and generate merge letters
- Automatic reservation of spaces for customers on waiting lists
- Prorate and adjust fee, as well as to itemize additional charges
- Allocate/control cash receipts, revenue distribution and deferred revenue designations

3e. Recreation facility booking processing and control

- Allow different units of time to be used for booking different facilities
- Record bookings up to 12 months ahead
- Display and print slots that are booked and available
- Capacity to provide for repeat bookings in the same time slot, for consecutive weeks, as well as for recurring monthly or weekly events.
- Storage of data:
 - Facility booked
 - Date and time period booked
 - Name of individual or organization (or course/program number)
 - Name of contact person
 - Two telephone numbers
 - Reference number (contact or confirmation number)

- Memo entries up to 60 characters to note special needs such as setup required
- Damage deposit payments
- Automatic determination of charges, depending on time slot, day of week and month
- Ability to add additional charges to the invoice and print a supplementary invoice for additional charges
- Maintain accounts receivable records for all invoices issued
- Cancel and modify bookings
- Select and search for facility availability using common recreation terms, as well as capacity, date range and time of day
- The system will generate:
 - Facility permit
 - Payment receipt
 - Invoice
 - Statement of account
 - Facility schedule
 - Usage statistics
 - Facility revenue
 - Maintenance schedule
- Book holidays globally, while allowing exceptions
- Book scheduled maintenance periods
- Assignment and tracking of damage charges

Mark St. Alban

CITY OF GRAND JUNCTION

7/11/90

Date

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[Signature]
ESCOM DISTRIBUTION LTD.

7/15/90

Date

APPENDIX D

MAINTENANCE AGREEMENT SERVICES

1. ESCOM/Datasense provides the following services to customers who are covered by an Annual Maintenance Agreement.
2. The software maintenance and support charge shall be:
 - (a) 15 percent of the then current software list price per year, payable annually in advance, or
 - (b) 2 percent of the then current software list price per month, payable on the 1st day of each and every month hereafter
 - (c) Annual statement will be sent to user to detail the charge
3. All costs of the transportation of ESCOM/Datasense's agents or employees to the locations at which software maintenance and support is to be conducted will be borne by the Customer in addition to the software maintenance and support charge.
 - (a) All training costs, following initial installation and training period outlined in the Purchase Agreement, will be billed at a rate of \$300.00/day plus expenses.
 - (b) Hardware maintenance (computer, communications, etc.) contracts must be arranged on an individual basis with the appropriate vendor at the customer's expense.
4. Product Guarantee

There is a lifetime guarantee that the product will perform as represented (see Appendix C) at the time of sale. If the product will not so perform and the deficiencies are not rectified within a reasonable time period, the full purchase price will be refunded.

There is a twelve (12) month money back guarantee on the product with no questions asked. If the customer elects to return the product within the first twelve (12) months from date of sale, a full refund will be made for all product charges excluding training and any related charges. The only criterion for this guarantee is the customer must be a fully paid-up member of the CLASS User Group for twelve (12) month period.

5. Hotline Support

ESCOM/Datasense Product Support Department offers a telephone support service called the Hotline. The Hotline is designed to provide quick answers to any questions relating to ESCOM's/Datasense's products and services.

The Product Support Department is staffed by trained specialists called Software Support Representatives (SSR) from 8:00 a.m. (P.S.T.) to 5:00 p.m. (P.S.T.), Monday through Friday, holidays excepted.

The Product Support Hotline should be used when the client has questions about:

- High priority errors
- Using the software application
- Change request status information

Product Support's telephone Hotline offers:

- Highly qualified staff who are always available
- Same day response to all application questions
- Centralized problem-solving for all Datasense clients
- Rapid delivery of error corrections
- Unlimited number of calls

6. New Software Releases

ESCOM/Datasense is committed to the continual improvement of its products as the requirements of the marketplace evolve. ESCOM/Datasense's Release Service will make these improvements available to existing customers.

(a) General Release

A General Release contains major enhancements. It replaces any previous versions of the software. A General Release is a functional superset of the previous release. This means that the new software will still perform all of the same functions, with the added benefit of new enhancements.

It is ESCOM/Datasense's policy to distribute a new General Release every 12 to 18 months. General Releases every 12 to 18 months:

- (1) Minimize the disruption caused by changes
- (2) Provide new enhancements on a reasonably frequent basis

b. Release Updates

ESCOM/Datasense uses Release Updates to deliver minor functional enhancements between General Releases. An example of a Release Update might be a new report or an on-line inquiry. Release updates do not replace any existing functions in the software. They are distributed on an as-needed basis determined by ESCOM.

7. System Engineer Support

System Engineering is provided to those clients requiring either Project Leader assistance or Technical Programming assistance. This service is performed by a senior ESCOM/Datasense Systems Engineer.

8. Semi-Annual News Report

The CLASS Chronicles Newsletter is published semi-annually by ESCOM/Datasense and is sent to all User Group members. This report service allows clients to exchange tips and techniques with each other. The Newsletter also identifies new User Group members.

9. On-Line Software Support

The On-Line Problem Diagnostics Service enables ESCOM/Datasense to sign on directly into the client's computer facility. Problems can be diagnosed, and corrections delivered, more quickly than would otherwise be possible. With the On-Line Problem Diagnostics Service, ESCOM/Datasense can solve problems by dialing into the computer remotely, before serious impact on operations develop.

In order to receive this service, all customers must supply a private telephone line with a modem. The modem must be approved by ESCOM/Datasense to ensure compatibility. This compatibility must be established at the time of installation.

10. Refresher Courses/Ongoing Training

ESCOM/Datasense is committed to providing the best in software, support and training on a continuing basis. Integral to this effort are the regional training conferences ESCOM/Datasense provides. These events are scheduled annually and will be 3 days long. Sessions will cover operations analysis, advanced operation training, modification review, focus groups and refresher training.

In addition, as staff turnover can drastically affect system operations, it is necessary to ensure that refresher courses be scheduled when greater than 50% of staff changes, or the system operator/manager leaves the department. On-site training is available, at the user's request, at a rate of \$300.00 per day.

11. Hardware Support

Customers purchasing hardware from vendors other than ESCOM/Datasense will be billed at prevailing hourly rates (\$75.00/hour) for any support deemed to be hardware-related by the CLASS Product Manager.

12. Sysop Responsibilities

Each CLASS user must have a designated system operator (Sysop) who is responsible for the system.

Sysop responsibilities consist of monitoring the amount of available disk space on the computer and ensuring that regular backups of the data are done. A full file save should be done frequently enough so that everything input since the last account save could be reentered if necessary; we recommend account saves be done daily. File saves and account saves should be done daily. File saves and account saves should NEVER be done over top of the last version; at least two rotating sets of disks or tapes should be used. File saves and account saves should always be verified.

ESCOM/Datasense support caused by failure to carry out the Sysop responsibilities will be billable.



CITY OF GRAND JUNCTION

Date 7/11/90



ESCOM DISTRIBUTION LTD.

Date 7/15/90