SPRINGBROOK SOFTWARE
VERSION SEVEN MIGRATION AGREEMENT

This Agreement sets forth additional terms and conditions applicable to Version Seven, Licensed Software Products purchased by the City of Kirksville, MO (Client) from Springbrook Software (Vendor). Version Seven is categorized as a new product by the Vendor. This agreement sets the terms and conditions of the exchange of Version Five & Six product licenses and services for Version Seven product licenses and services and their associated maintenance agreements. This agreement is intended to supplement current licensing and maintenance agreements in effect between the Client and the Vendor, in the event that term or condition in this agreement is in conflict with a previous agreement, this agreement shall prevail.

GENERAL TERMS AND CONDITIONS

1   DEFINITIONS

(Migration Management Services) Migration Management Services are professional services provided to the client as defined in section 5.1.

(Migration Consulting) Migration Consulting are professional services provided by the vendor as defined in section 5.3

(Client Trainer (s)) An Individual or group of individuals employed by the Client (Maximum of 3) that Vendor will train on the use of the products and services covered by this agreement. Client Trainer(s) will be responsible for training the remaining staff in the Client environment.

(Client Project Manager) A Project Manager appointed by the client that will act as a single point of coordination and management for tasks that are the responsibility of the client to perform as a part of this agreement. Client Project manager will coordinate activities with the Vendor Project Manager.

(Vendor Project Manager) A Project Manager assigned by the Vendor to coordinate and manage the overall implementation of products and services covered by this agreement. Vendor Project Manager will manage vendor resources and coordinate with Client Project Manager to ensure that client resources are being allocated to project tasks as required.

(Fees) will have the meaning set forth in section 3.

(Remote Services) Remote Services means services performed by the Vendor at the Vendor place of business with Client at Client's place of business.

(On-Site Services) On-Site Services means services performed by the Vendor and the Clients Place of business.

(Concurrent Users) are defined as the number of users that can simultaneously access the Vendor software at the same time.

(Named Users) are defined as Specific users that are granted access to the Vendor Software. These Licenses are assigned to specific individuals and cannot be shared. Named users are users that need more than two hours a week of access to the Vendor Software.

(Progress Access Agents) are defined as a license for casual users to access the Vendor System.

(Casual Users) are defined as users who access the vendor software less than two hours a week.

(Change Order) is defined as any change to the scope of services of this agreement that is agreed to by both parties. A Change Order could include but is not limited to; additional on-site consulting; additional modules; custom programming and development or services not contemplated by this agreement or the appropriate order form. Change Orders are subject to applicable Fees.

(Progress Report Writer) is a third party proprietary custom report writing tool use to create client custom reports. Reports created with this tool in Progress Version 9 are referred to as "Local Reports".

2   SCOPE OF AGREEMENT.

This Agreement states the terms and conditions pursuant to which Vendor will provide Products and Services to the Client including:

(a) Implementing products and services as defined in the appropriate order form.

(b) Client understands that all or certain portions of the Products sold or licensed under this Agreement may be provided by a third party service or product provider.

(c) Client understands that all Products purchased by the Client as part of this agreement are provided as is. Any Client specific changes (Custom) to the Products will require a Change Order.

(d) Client understands that products and services provided under this agreement are intended to migrate existing business processes and procedures to Version Seven product line. Client understands that if it intended to implement new features and services that it has not previously used that additional professional service fees may apply. Any additional services must be pre-approved by both parties in advance.

3   FEES AND PAYMENT

3.1   Fees.

Client will remit to Vendor all applicable fees for those Products purchased by Client, as set forth in the applicable Order Form(s) or Statement of Work (collectively, "Fees"). In addition, Client shall reimburse Vendor for any reasonable expenses, including travel and related expenses incurred in the performance of Professional Services. All Fees are non-refundable.

3.2   Payment.

Payments due under this Agreement shall be made in U.S. currency in the amounts and at the times set forth in the applicable Order Form or Statement of Work or, if not indicated therein, within thirty (30) days of the date of invoice. If Client fails to timely pay any amount when due, Client shall pay, in addition, interest at the rate of one percent (1.0%) per month, but not to exceed the maximum allowed by law, on such delinquent amount.

3.3   Suspension of Services

Vendor may, at its sole discretion, suspend client's right to use any product under this Agreement if Client fails to remit any payment when due, as defined in the appropriate order form, within ten (10) days after receiving written notice from Vendor that payment is past due.

3.4   Taxes.

All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Products or performance of any services (collectively, "Taxes"). If the

Vendor is assessed taxes related to services provided under this Agreement, Client will be responsible for, and will reimburse the vendor. For the purpose of this section, reimbursement of taxes shall be considered a payment and will be subject to the terms and conditions set forth in section 3.

4 PRODUCT LICENSING

4.1 Vendor Products

Client is exchanging Version Six licenses for Version Seven Licenses as defined in the appropriate Order Form.

4.2 Third Party Products Provided By Vendor.

(a) Client is exchanging Progress Version 9 licenses for Progress Version 10 Licenses. Unless Client is already using Progress Version 10.

(b) For each Progress 9 Concurrent User, client will receive a Progress 10 Named User license.

(c) Client may be provided Progress Access Agents for a fee as required to support Casual Users as defined in the appropriate order form.

(d) A minimum of Five Progress Named User Licenses is required. If Client currently does not have Five Concurrent License, client will be required to purchase additional licenses.

(e) If Client wishes to change the database platform being used, additional costs will apply and Client will be required to complete a Change Order.

(f) Client understands that the Report Writer Feature of Progress was retired in Progress Version 10. Vendor is not providing a migration path for reports written by Client utilizing Progress Report Writer.

5 VENDOR RESPONSIBILITES

5.1 Migration Management Services

Migration Management Services include the following Remote Services:

(a) Vendor Project Manager to plan, schedule and track the complete migration process.

(b) Migration of applicable client data to new products.

(c) Project Management to maintain communication with Client Project Manager, both verbally and in writing, regarding schedules, tasks and events throughout the process.

(d) Project Management to schedule and manage Vendor resources including; support, programming, technical services, and consulting.

(e) Technical consultation and services to assist client in assuring adequate hardware configuration.

(f) Technical services to install Vendor products on Client servers.

(g) Technical services to assist in the migration of client data to new environment.

(h) Scheduling and coordination of on-site, classroom, or Internet training covering new software

(i) Scheduling and coordination of training for financial applications, utility billing applications, land management and ancillary applications. This training may occur on different dates and be performed by different consultants.

(j) Project Management and Business Analyst review of existing and custom forms

(k) Project Management and Business Analyst review of existing Reports including and "Local" Reports that may have been modified using Progress Report Writer

(l) Project Management and Business Analyst review of existing Process Flow

(m) Project Management, Programmer and Business Analyst review for Custom Code Reduction if applicable

(n) Project Management, Programmer and Business Analyst review of third-party software integration points if applicable.

5.2 CUSTOM CODE RE-WRITE

Based on the results of the Custom Code Review, and with mutual approval by both parties vendor will re-write custom to run on the Version Seven products as defined in the appropriate Order Form.

5.3 Migration Consulting

Migration Management Services include On-Site Services and Remote Services. The services are comprised of but not limited to the following:

(a) Custom Code review will be conducted to evaluating current client custom code with the goal of reducing the need for said code in new environment.

(b) Review of new software and changes between new environment and old environment.

(c) Recommendations to Client on best practices associated with use of the new products.

(d) Client specific training on use of products and services. Training is limited to features and functionality that client is currently using in the old environment as applied to new environment.

(e) Vendor takes a "Train the Trainer" approach to training activities associated with the services provided under this section, for that purpose, all services provided to the client under this section will be provided to the Client Trainer(s).

6 CLIENT RESPONSILBITES

6.1 Migration Scheduling

(a) Client will participate in the Scheduling session to determine the Migration Schedule and schedule training and consulting dates.

(b) Client will approve in writing the mutually agreed to schedule. Client schedule change requests after approval will require a Change Order.

6.2 Access

(a) Client will provide administrative level access to servers and other equipment as requested by Vendor to facilitate the services being rendered by the Vendor under this agreement.

(b) Client will provide training and meeting facilities as defined by Vendor, at the client location to accommodate Vendor and Client staff.

6.3 Custom Code Documentation and v7 Analysis

(a) Client will participate in Custom Code Review meetings.

(b) Client will require that personnel with the authority to make decisions about the exclusion or inclusion of custom code are at all meetings.

(c) Client will provide written sign off and acknowledgement of decisions made regarding custom code inclusion or reduction prior to the migration. Written acknowledgement will be considered part of the Statement of work, and any alterations made after the project (Kick off) will require a change order, be subject to applicable fees, and will be considered outside of the timeline and scope of the project.

6.4 Review of New Environment and legacy Environment differences (Gap Analysis).

(a) Client will participate in (Gap Analysis) Review meetings.

(b) Client will require that personnel with the authority to make decisions about how Gap Analysis items are integrated into Clients Business Environment are at all meetings.

(c) Client agrees and understands that it is purchasing a new product and that features and functionality in the new system may have been updated to support the needs of the overall Springbrook client base. Client is responsible for ensuring that software provided meets their needs.

(d) Client agrees and understands that changes to standard functionality are considered custom requests and will require a change order.

6.5   V7 Software Installation

Client will make their information technology staff available as requested by Vendor Project Manager to facilitate the installation of software.

6.6   V7 Standard Reports Review

(a) Client will participate in Standard Report Review meetings.

(b) Client will require that personnel with the authority to make decisions about reporting and the appropriateness of reports being provided are in all meetings.

(c) Client will be required to approve all reports and confirm that reporting requirements are being met.

(d) Client agrees and understands that it is purchasing a new product and that standard reports in the new system may have been updated to support the needs of the overall Springbrook client base. Client is responsible for ensuring that reports provided meet their needs.

(e) Client agrees and understands that changes to reports are considered custom requests and will require a change order.

6.7   V7 Application Overview Session

Client will participate in Application Overview Session, with at least one Client Trainer.

6.8   Third Party Product Interfaces

(a) Client will notify, at the beginning of the project, Vendor Project Manager of all third party interfaces between Vendor Products and other products or services not provided by Vendor.

(b) Client understands that interfaces not previously purchased by Client from Vendor and interfaces that are not current on annual maintenance will require a Change Order to be completed.

(c) Session will consist of review of converted data per module between trainer and client.

6.9   Go-Live Session

(a) Client Project Manager will work with Vendor Client Manager to schedule the Go-Live Conversion.

(b) Depending on size of Client database, client will be required to schedule 2 to 4 days of downtime to accommodate the conversion of data prior to the go-live session.

(c) Client will make appropriate staff available during the go-live session.

(d) Client will be prepared and have appropriate staff available to validate that the conversion and the new software meets their requirements as defined by this agreement.

(e) Software Consultant will be on-site for this session.

7   ENTIRE AGREEMENT

This Agreement is a supplement to the terms and conditions set forth in clients licensing and maintenance agreement in effect with Vendor. Notwithstanding any other agreement in the event that a term or condition in this agreement conflicts with any previous agreement this agreement will prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this addendum to be executed by its duly authorized officer or representative.

Vendor:

By: _____

Name (Print): _____

Title: _____

Date: _____

Client: City of Kirksville, MO

By: _____

Name (Print): _____

Title: _____

Date: _____