



Date: 01/12/15

Purchase and Sale Agreement

Purchaser:

City of Neenah
 Attn: Joe Wenninger

Seller:

ExecuTime Software.
 1601 S Eucalyptus
 Broken Arrow, OK 74012
FAX: 413.235.6374

Qty.	Model/Feat./ Description	Unit Price	Amount
1	ExecuTime™ Software License Time & Attendance Up to 500 employees	\$ 21,000.00	\$ 21,000.00
1	Mobile Access Module Time & Attendance	\$ 4,195.00	\$ 4,195.00
1	Import Module Time & Attendance	\$ 4,200.00	\$ 4,200.00
1	1st Year Annual Maintenance Time & Attendance with Mobile Access And Import Module	\$ 7,324.00	\$ 7,324.00
1	ExecuTime™ Software License Advanced Scheduling Up to 75 employees	\$ 9,450.00	\$ 9,450.00
1	Mobile Access Module Advanced Scheduling	\$ 3,150.00	\$ 3,150.00
1	1st Year Annual Maintenance Advanced Scheduling with Mobile Access	\$ 3,300.00	\$ 3,300.00
1	Implementation Services and Training 1. Design/Scope of Work 2. Implementation Services 3. Training Services 4. System Integration with SunGard Payroll Interface Program	\$ 20,500.00	\$ 20,500.00
Total Selling Price:			\$ 73,119.00



Payment Terms

- Full payment of ExecuTime Software License, ExecuTime Maintenance, Hardware and 50% of Services is due at time of order and prior to commencement of project.
- Remaining 50% of Services due upon completion of user training.
- Actual Tax & Shipping and reasonable and customary expenses will be added at time of invoicing.

Not Included

- Hardware – Server, PC’s, etc.
- Conversion Services – converting data from other T/A or Scheduling system to ExecuTime™ Software.
- Reasonable and customary travel-related expenses.
- Charges from third party software companies or providers.
- Wiring, cabling etc.
- SunGard Time Keeping Integration Module – Please contact SunGard directly for ordering and pricing information.

Resale Number	Payment Terms Due Upon Receipt	Ship Via Best Way	FOB Point Origin
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The Seller agrees to sell, and the Purchaser agrees to purchase, the data processing equipment, software and services listed above (the “Equipment”) subject to the additional terms and conditions above, below and on the reverse. A late fee of 1.5% per month will be charged on overdue amounts. IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be signed by their respective duly authorized representatives.

Agreed to and Accepted by:

Agreed to and Accepted by:

By: _____

By: Kevin Malone

Title: _____

Title: **Contract Officer**

Date: _____

Date: 01/12/2015

- 1. Delivery and Risk of Loss: Included Items.** Seller will de-install and prepare equipment for shipping, using suitable packing materials, and will deliver the Equipment to the Seller’s shipping dock, F.O.B. location shown on reverse. Purchaser shall bear the risk of loss or damage from the time of such delivery, except when seller is transporting the Equipment, during which time seller will be responsible. Purchaser shall promptly pay for all transportation, rigging, packaging, and drayage charges.

All form stands, logic or other manuals, diagnostics, tools, test decks, diagrams, cables, terminators and special RPQ devices permanently attached or removable in one or more ends, which are required to attach and re-install the Equipment in a similar configuration or any “Manufacturer’s Approved Configuration”, shall be delivered to Purchaser at no additional charge.
- 2. Taxes.** There have been or shall be added to the purchase price amounts equal to any sales, use, or similar taxes, however designated. Any personal property taxes assessable on the Equipment after delivery to the carrier shall be borne by the Purchaser.
- 3. Title.** Seller warrants that at the time of delivery to Purchaser, Seller will be the lawful owner of the Equipment, with full right, power and authority to sell the Equipment to Purchaser, and that the Equipment will be free and clear of all liens, claims and encumbrances of any kind. Good and marketable title to the Equipment shall vest in Purchaser upon payment in full of the Purchase Price and the parties’ execution of a mutually satisfactory Solution Design. Purchaser agrees it will not sell, transfer, lease or otherwise part with possession of the Equipment until title has vested in Purchaser.



4. **Maintenance; Warranties.** Seller warrants that the Equipment will be eligible to be placed under the Manufacturer's Maintenance Agreement. Purchaser shall be responsible for placing the Equipment under such coverage and will promptly notify Seller, in writing, of any dispute concerning the Equipment's eligibility therefore, to afford Seller a reasonable opportunity to assure such eligibility. (As to Equipment involved in the IBM Service Exchange Center Program, Seller warrants the Equipment is in good working order and has not been subject to neglect or misuse.)

THE ABOVE WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

5. **Default; Remedies; Limitation of Liability.** If Purchaser fails to accept delivery of the Equipment when available, fails to pay all or any part of the Purchase Price when due, or otherwise fails to perform any of its obligations hereunder, Seller may: (a) terminate this Agreement upon written notice to Purchaser; (b) repossess the Equipment without notice or demand, and (c) pursue any other lawful remedy.

If Seller fails to deliver the Equipment in a timely manner, or breaches any warranty or otherwise fails to perform any of its obligations hereunder, Purchaser may: (a) terminate the Agreement upon written notice to Seller, and (b) pursue any other lawful remedy.

SELLER SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE EQUIPMENT OR ITS USE BY PURCHASER, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH SELLER'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER.

IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER, FOR ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE FEE FOR THE EXECUTIME SOFTWARE LICENSE STATED ABOVE.

6. **Solution Design.** Upon execution of this Purchase and Sale Agreement and Purchaser's payment of the initial installment described above, the Seller and the Purchaser shall proceed to negotiate a mutually satisfactory Solution Design that will state the exact services to be provided by Seller to Purchaser. The parties acknowledge that this Purchase and Sale Agreement, and the ExecuTime Software License Agreement (the "License Agreement") and the ExecuTime Software Support Agreement (the "Support Agreement") executed contemporaneously herewith, are contingent upon the parties' execution of a mutually satisfactory Solution Design. In the event the parties are unable to reach agreement as to a Solution Design, either party may, upon notice to the other party, terminate this Purchase and Sale Agreement, the License Agreement and the Support Agreement, without liability to the other party. Upon such termination, Seller shall have the right to take possession of all Equipment and shall be obligated to return to Purchaser all amounts previously paid by Purchaser under this Purchase and Sale Agreement, less Seller's out-of-pocket expenses and a reasonable fee for services rendered by Seller prior to termination.
7. **Entire Agreement.** This Purchase and Sale Agreement, and the License Agreement and Support Agreement the terms of which are deemed incorporated herein, constitute the complete and exclusive statement of the agreement between the parties which supersede all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of such agreements.
8. **Effective Date.** This Agreement is subject to acceptance by ExecuTime Software at its offices in Tulsa, OK, and shall only become effective on the date thereof.
9. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Wisconsin.



Minimum ExecuTime Server Requirements

Hardware:

Processor: Intel x64 processor with 4 cores (or greater), 3.0 GHz (or faster)

RAM: 8 GB (or greater)

Hard Disk: 2 Disk Drives with a minimum of 100GB free space on secondary drive. (Recommended configuration: 1 drive for Operating System and 1 drive for application and database installation. After installation, it is recommended to maintain at least 20GB of free space at all times.)

100/1000 Ethernet Adapter

OS:

Any of the following - (Must be 64 bit)

Microsoft Windows Server 2003 Standard, Enterprise, Datacenter (64-bit)

Microsoft Windows Server 2008 Standard, Enterprise, Datacenter (64-bit)

Microsoft Windows Server 2012 Standard, Enterprise, Datacenter (64-bit)

Java Environment:

JDK v1.7 minimum

Web Application Servers:

ExecuTime AS 6.1 (Installed by ExecuTime)

Databases Environment:

Any of the following Single Processor License (depending on hardware configuration)

Microsoft SQL Server 2008 or 2008 R2 (64 bit recommended)

Microsoft SQL Server 2012 (64 bit recommended)

PC Requirements:

2 GB RAM

Browser:

Internet Explorer 9+

iPhone/iPad Safari (Mobile)

Android Chrome (Mobile)

Windows Phone 8+ (Mobile)

Server requirements are subject to change.