

BILL NO. 2025-032

ORDINANCE NO. 8713

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SOFTWARE SOLUTIONS, INC., DAYTON, OHIO, FOR FINANCIAL SERVICES SOFTWARE

WHEREAS, the City of Nevada, Missouri, has determined the need to obtain financial services software to improve and enhance the City's financial management operations; and

WHEREAS, Software Solutions, Inc., of Dayton, Ohio, has submitted a proposal to provide such financial services software and related implementation services; and

WHEREAS, the City of Nevada, Missouri, desires to enter into an Agreement with Software Solutions, Inc., in substantially the form attached hereto as *Exhibit A* (the "Agreement"); and

WHEREAS, the cost for the software and related services is set forth in the cost quote attached hereto as *Exhibit B*.

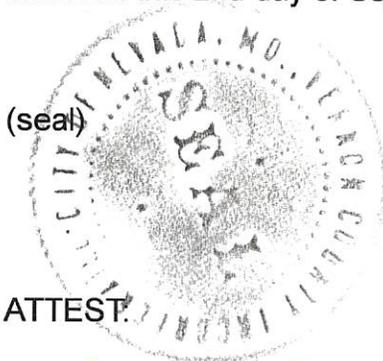
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby approves and authorizes the City Manager, or his designee, to execute on behalf of the City of Nevada, Missouri, the Agreement with Software Solutions, Inc., in substantially the form attached hereto as *Exhibit A*, and to take all actions necessary to carry out the intent of this Ordinance.

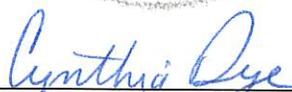
Section 2. The costs and payments as set forth in *Exhibit B* are hereby approved, subject to the terms and conditions of the Agreement.

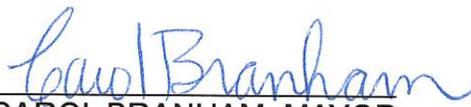
Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri this 2nd day of September, 2025.



ATTEST.


CYNTHIA DYE, CITY CLERK


CAROL BRANHAM, MAYOR

AGENDA ITEM

August 19, 2025

Subject: Financial Software

Department: Finance

Notes: This is the software that we have brought to you over a couple of different work sessions. The staff has agreed that of the three software companies that we looked at this was the best fit for the city. As you may recall the current software is using coding that originated in the 1950's. This new software will help with all departments across the City and help improve a wide range of functions from Audits to the budget and Timekeeping and Payroll.



FRAMEWORK SERVICES, SUPPORT, AND LICENSE AGREEMENT

This Framework Services, Support, and License Agreement, together with any accompanying documents, such as a Statement of Work (“SOW”), Terms of Use (“Terms”), and End-User License Agreement (“EULA”), if applicable, (collectively, the “Agreement”) is made as of September 3, 2025 (“Effective Date”) by and between Software Solutions, Inc. (“SSI,” “Software Solutions,” “Company,” “we,” or “us”) and the City of Nevada (“Client”), having its principal place of business at 110 S. Ash Street, Nevada, MO 64772. Each may be referred to individually as a “Party” or collectively as the “Parties.”

1. SERVICES

- *SOWs; Access.* All software programs, related documentation, and services to be performed or provided by SSI under this Agreement (collectively, the “Services”) shall be mutually agreed to by SSI and Client and documented in a Statement of Work signed by an authorized representative of each party (“Statement of Work” or “SOW,” attached hereto as Exhibit A). Unless otherwise stated, the Services include related websites and applications, including mobile applications, as well as all updates, future versions, corrections, replacements, enhancements and improvements provided by SSI under this Agreement. If there is any conflict between the terms of this Agreement and the terms of a SOW, the terms of the SOW shall govern. Subject to Client’s compliance with the terms of this Agreement, SSI will allow Client and the Authorized Users (as defined in Section 3.2 below) to access and use SSI’s proprietary Services. Client’s, as well as its authorized user’s, access to the Services will be subject to any and all limitations specified in the SOW as well as any accompanying Terms and EULA, if applicable.
- *Services Availability.* SSI will take commercially reasonable steps to keep the SaaS Services operating smoothly and efficiently. However, since the SaaS Services operate using computer equipment, computer software programs, and the Internet, SSI shall not be responsible for delays or service interruptions, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures or deficiencies of Client’s equipment, or Client’s failure to meet its responsibilities under this Agreement. Service interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Client’s daytime business activities. For unscheduled service interruptions attributable to causes within SSI’s reasonable control, as SSI’s sole obligation and Client’s exclusive remedy, SSI shall make reasonable efforts to restore the Services.
- *Support Services.* If requested by Client in the SOW, SSI will provide support services, implementation, training, and other such services to Client as specified in the SOW. Client acknowledges that SSI’s ability to deliver the support services in a good and timely manner for the specified fees requires Client’s cooperation and performance of its responsibilities under this Agreement and the applicable SOW.

2. SOFTWARE LICENSE

- *License Grant.* Subject to the terms and conditions of this Agreement, and in consideration of Client's payment of the license fees, SSI grants Client a nonexclusive, and nontransferable license to use the Services. This license shall terminate upon the termination of this Agreement.
- *Proprietary Rights.* Client acknowledges that the Services, and associated formats, screen displays, and menu features, and all derivative works, constitute copyrighted works protected by federal and international copyright laws and are owned by SSI or its licensors. The Services and all copies, versions, and derivative works of the Platform shall remain the sole property of SSI and/or its licensors. Client shall not make and shall not permit anyone else to utilize, have access to, or make any copies of the Services, except as necessary in connection with its authorized use. All such copies must include all proprietary rights notices contained in the Services. Client shall use, and may duplicate, the reports generated through the Services for its internal purposes only, and shall not publish or disclose the reports to any third party. Except as otherwise permitted in this Agreement, Client shall not allow any third party to access or use the Services. Client shall not modify or create any derivatives of the Services. Client shall not decompile or otherwise reverse engineer or decode the Services, attempt to do so, or assist any third parties in the same. Client shall not take, directly or indirectly, any action that may in any way lead to the unauthorized dissemination, reproduction, access, or use of the Services. Client shall not export the Services or any product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America. The foregoing export restriction shall survive termination of this Agreement.
- *Survival; Injunctive Relief.* Client's obligations under this Section shall survive termination of this Agreement. Client acknowledges that a breach of its obligations under this Section will cause irreparable harm to SSI and/or its licensors for which monetary damages would be inadequate. SSI and/or its licensors will be entitled to injunctive relief for any such breaches, whether threatened or actual.

3. CLIENT RESPONSIBILITIES

- *Compliance with Law.* Client shall comply with all applicable laws, rules, and regulations of all jurisdictions in which it accesses and uses the Services, including, but not limited to, all laws, rules, and regulations regarding using, storing, securing, and transmitting data and third-party rights (including, but not limited to, data privacy and intellectual property rights). Client shall ensure, to the best of its ability, all Authorized Users (defined below) do the same. The foregoing obligation shall survive termination of this Agreement.
- *Authorized Users.* Client shall be responsible for identifying those users who are authorized by Client to access the Services ("Authorized Users"). Client shall require each Authorized User to safeguard his or her username and password for accessing the Services and otherwise comply with the provisions of this Agreement. An Authorized User may not disclose his or her username and password to any other person, including another Authorized User. If Client determines that another person has gained to an Authorized User's username and password, or that anyone has wrongfully accessed the SaaS Services, Client shall promptly notify SSI. Client is responsible for misuse of the Services by Authorized Users and by unauthorized users who gain access due to Client's or any Authorized User's failure to maintain security.
- *Operations.* For both on-premise software and SaaS, Client is responsible for the operational aspects of accessing the Services, including, but not limited to, (a) acquiring, installing, and maintaining

computer equipment and computer software programs at its premises compatible with and as necessary to use the Services, (b) obtaining access to the Internet, (c) downloading and installing any necessary plug-ins, software updates, and data backups, (d) determining the accuracy of all data it uploads to and downloads, and (e) adopting reasonable policies, procedures, and quality assurance measures to limit Client's exposure with respect to potential losses and damages arising from use, nonuse, errors and omissions of the Services or the results thereof, and system downtime, including, but not limited to, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or damaged data or media, reconstructing data, and providing network security. For on-premise software, Client is solely responsible for data backups and software updates and SSI is not responsible for loss of data or issues caused by failure to update or adequately patch the software. For SaaS software, SSI shall perform data backups and software updates as reasonably needed to continue functionality of the Services within a reasonable timeframe. For any major software releases, Client shall be notified in advance in writing where reasonably practicable. Minor patch updates may be requested in writing via a support ticket submitted by the Client or as otherwise outlined in the SOW. SSI is not responsible and makes no assurances regarding potential losses and damages arising from use, nonuse, errors and omissions of the Services or the results thereof, and system downtime, including, but not limited to, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or damaged data or media, reconstructing data, and providing network security.

4. FEES AND PAYMENT

- *Fees.* Client shall pay SSI the fees ("Fees"), as specified in the SOW. Additionally, Client shall reimburse SSI for reasonable expenses for travel, lodging, meals, and other out-of-pocket expenses incurred by SSI on Client's behalf. All Fees and expenses are due as incurred, unless otherwise provided in the SOW. Fees are subject to change at any time, based on SSI's sole discretion. Fees shall not increase more than 15% in a calendar year. Upon termination, as discussed in Section 8, Client shall be reimbursed based on a pro-rated quarterly schedule.
- *Taxes.* The fees set forth do not include taxes. Where applicable, Client shall pay when due or, if necessary, reimburse SSI for, (a) all sales, use, property, excise, and other similar taxes, and (b) penalties and interest arising from Client's failure to pay such taxes timely, to the extent any of the foregoing result from any activities under this Agreement, exclusive of taxes based on SSI's net income or corporate franchise. If Client has tax exempt status, it shall supply SSI with its tax-exempt certificate and/or number as necessary. Taxes are due as assessed.
- *Invoices and Payment.* Client shall pay all amounts due under this Agreement, except those disputed in good faith, upon receipt of the invoice. If Client fails to pay any of such amounts for 30 days, SSI shall have the right to suspend Client's access to the Services. SSI may charge interest on past due amounts at a rate of 1.5% per month, calculated daily and compounded monthly, or the maximum rate permitted under applicable law, including but not limited to the laws of the State of Missouri, whichever is lower. Client shall reimburse SSI for all reasonable costs of collection of past due amounts, including, but not limited to, attorney fees and collection agency charges.

5. REPRESENTATIONS AND WARRANTIES

- *By Client.*

Client represents and warrants that (a) it has the authority to enter into and be bound by this Agreement; (b) it shall comply materially with this Agreement, and (c) it shall abide by all laws applicable in the jurisdiction where it utilizes the Services and where SSI conducts business.

- *By SSI.*

SSI represents and warrants that: (a) it has the authority to enter into and be bound by this Agreement; (b) the Services shall comply materially with this Agreement; (c) the Services will be of professional quality conforming to the applicable generally accepted industry standards, and will be performed in a good and timely manner, and (d) the Services do not infringe the intellectual property rights of any third parties. As SSI's sole responsibility and Client's exclusive remedy, in the event of any material failure to meet such standards, SSI shall make all reasonable efforts to correct any such failure.

With respect to the Services, SSI warrants to Client for a period of ninety (90) days after the initial module scheduled live date that the software will operate substantially in accordance with the specifications as described in the SOW when properly used and unmodified by the Client.

- *Disclaimer.*

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SSI MAKES NO WARRANTY (i) THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (ii) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (iii) THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT CLIENT'S DISCRETION AND RISK AND CLIENT IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM SSI OR THROUGH OR FROM THE SERVICES CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SSI MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. SSI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

6. INDEMNITIES AND LIABILITIES

- *Indemnification by Client.* Client shall indemnify and hold SSI harmless from and against all claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) Client's and the Authorized Users' use of the Services, except to the extent arising from SSI's gross negligence or willful misconduct, and (b) Client's material breach of this Agreement.
- *Indemnification by SSI.* SSI shall indemnify and hold Client harmless from and against all third-party claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with SSI's gross negligence or willful misconduct. In addition, if Client receives a claim that the use of the Services infringes a United States of America patent,

copyright, trade secret, or other intellectual property right, and Client promptly notifies SSI in writing, and gives SSI all necessary information and assistance and the exclusive authority to evaluate, defend, and settle such claim, SSI (or its licensors) will indemnify and hold Client harmless from all damages and expenses, including court costs and reasonable attorney fees, incurred or awarded as a result of the claim. The foregoing indemnity will not apply to infringement claims related directly or indirectly to any specifications of Client, Client's modification of the Services, or Client's use of the Services in combination with anything not furnished by SSI. This Section 6.2 states SSI's entire obligation and liability with respect to any infringement claim. Except as otherwise specifically provided in this Section 6.2, in the event of any lawsuit or legal proceeding between the parties arising out of or relating to this Agreement, each party shall bear its own legal fees and costs.

- *Limitation of Liability.* The total liability of SSI for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the Services or any other services under this Agreement shall not exceed the amounts paid by Client to SSI under this Agreement during the 12 months immediately preceding the claim.
- *Exclusion of Liability.* SSI SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR BY DELAYS IN OR INTERRUPTIONS OF ACCESS TO THE WEB SITE, THE SERVICES, OR THE SOFTWARE. IN NO EVENT SHALL SSI, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, INCURRED BY CLIENT OR ANY THIRD PARTY, EVEN IF SSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- *Survival.* The indemnification obligations and the limitations of liability under this Agreement shall survive the termination of this Agreement.

7. CONFIDENTIALITY OBLIGATIONS

- *Confidential Information.* "Confidential Information" means all competitively sensitive, secret, or otherwise confidential business, financial, marketing, or technical information, and other confidential information belonging to or in the possession of Discloser disclosed to Recipient, whether communicated orally or in writing or obtained by Recipient through observation or examination of Discloser's facilities, procedures, or activities. Notwithstanding the foregoing, Confidential Information does not include information (a) rightfully known by Recipient at the time of its initial disclosure by Discloser, (b) rightfully disclosed to Recipient without obligation of confidentiality by a third party, (c) in the public domain or that enters the public domain other than by the unauthorized acts of any person, or (d) independently developed by Recipient. "Discloser" means the party disclosing the Confidential Information under this Agreement. "Recipient" means the party receiving the Confidential Information under this Agreement. Each of SSI and Client is Discloser with respect to its Confidential Information and Recipient with respect to the other party's Confidential Information.
- *Protection.* Recipient shall preserve in strictest confidence all of the Confidential Information and shall at all times protect the Confidential Information through the highest commercially reasonable standard of care. Recipient shall take appropriate steps to ensure that persons authorized to have access to the Confidential Information refrain from any unauthorized reproduction or disclosure of the

Confidential Information. Recipient shall not copy, transfer, or otherwise disclose to any person the Confidential Information, or any associated materials derived or developed from the Confidential Information, without the express written approval of Discloser, except that Recipient may make one copy of the Confidential Information and create reasonably needed abstracts of the Confidential Information, but only for its internal use in connection with the purposes of this Agreement. Recipient shall include the Confidential Information's proprietary and confidentiality notices, or, if there is no such notice, shall mark "CONFIDENTIAL", on all copies and abstracts of the Confidential Information, in whole or in part and in any form, made by Recipient. The Confidential Information, all copies and abstracts made by Recipient, and all associated materials derived or developed from the Confidential Information are and shall remain the sole property of Discloser. Recipient may disclose the Confidential Information when Recipient is required by law to do so, provided Recipient takes all reasonable steps to limit the disclosure of the Confidential Information to the maximum level allowed, and further provided Discloser is given prompt written notice of the required disclosure and a reasonable opportunity to contest the disclosure and obtain a protective order.

- *Injunctive Relief.* Recipient acknowledges that breach of its obligations under this Section will cause irreparable harm to Discloser, its customers, and/or its suppliers for which monetary damages would be inadequate. Discloser, its customers, and/or its suppliers shall be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or equity.
- *Survival.* The obligations under this Section shall survive termination of this Agreement, except with respect to non-trade secret confidential information to the extent applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of this Agreement.

8. TERM AND TERMINATION

- *Term.* This Agreement shall commence on the Effective Date and shall remain in effect for the duration specified in the applicable Statement of Work ("SOW"). The current SOW reflects a four (4) year commitment. Accordingly, the Term of this Agreement shall be four (4) years, unless otherwise agreed to in writing by both parties. The Term shall automatically renew for successive terms of the same length as the initial term, until this Agreement is otherwise terminated.
- *Termination for Convenience.* SSI or Client may terminate this Agreement in their sole discretion by providing sixty (60) days' prior written notice to the other party.
- *Termination for Adverse Status.* Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.
- *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The non-defaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within thirty (30) days after receipt of the notice or, if the default is not curable within such 30-day period and the defaulting party has not taken commercially reasonable measures within such 30-day period to begin curing the default, the non-defaulting party may terminate this Agreement by giving written

notice to take effect upon receipt. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.

- *Additional Right.* In addition to the rights set forth in Section 8.4 above, if Client fails to pay any fees or charges due under this Agreement, except those disputed in good faith, for thirty (30) days, or fails to carry out any other material obligation under this Agreement, SSI may, at its option, suspend Client's access to the Services, upon ten days' prior written notice. Unless this Agreement is terminated pursuant to Section 8.4 above, upon Client curing the default, SSI shall resume any suspended Services.
- *Effect of Termination.* No termination of this Agreement shall release Client from any obligation to pay SSI any amount that has accrued or becomes payable at or prior to the date of termination or the end of the initial term, whichever is later. No suspension of access to the Services under Section 8.5 above shall release Client from any obligation to pay SSI any amounts due under this Agreement. Client shall not be entitled to any refund of any amounts paid to SSI as a result of a termination based on Client's default. Upon termination of this Agreement, Client's data residing on the Web Site will be deleted and will not be recoverable thereafter. Within ten days after the effective date of any termination, each party shall return or destroy all materials or media containing any of the other party's Confidential Information, including any information, records, and materials developed on the basis of such Confidential Information.

Within thirty days of the date of termination of this Agreement by either party for any reason, Client shall return to SSI the Services and any copies or documents relating to the Services in its possession, custody or control, including any and all physical embodiments, documentation, or other materials or copies related to such Services, and shall also erase from all computer storage any image or copies thereof, as certified by the Client in writing. Copies of reports, listings or other forms of computer output (whether electronic, print, or any other format) which consist of Client's own processed or raw data or other such information in which SSI or third party licensors have no proprietary interest may be retained by Client.

9. INDEPENDENT CONTRACTOR

SSI is an independent contractor. Nothing in this Agreement shall in any way be construed as creating a partnership, joint venture, agency or employer-employee relationship between Licensee and SSI. Licensee is not authorized to, and shall not undertake or assume, any obligation of any kind, express or implied, or to conduct any business, on behalf of SSI.

10. THIRD PARTY PRODUCTS AND SERVICES

- *Third Party Products.* SSI may offer to supply or license certain products or services as a reseller that are made or provided by a third-party supplier or manufacturer and not SSI (collectively, "Third Party Products and Services"). Notwithstanding any other provision of this Agreement to the contrary, Third-Party Products and Services are solely subject to the license, warranty, indemnity, support, and other terms provided by the third party, if any. Any warranty or indemnity claims against SSI in relation to any Third-Party Products and Services are expressly excluded. In no event will SSI be liable to Client for any damages to the extent resulting from any Third-Party Products and Services. Third Party Products and Services are provided by SSI "AS IS" without representation or warranty. SSI will assign, and hereby does assign, to Client any warranties provided by a third party relating to the Third-Party Products and Services that SSI is able to assign. Client may not terminate this

Agreement or any SOW based on the actions or inactions of any third party or any actual or perceived deficiencies related to any Third Party Products and Services.

- *Third Party License.* To the extent that any SOW provides for use of any Third-Party Products and Services, SSI will obtain the license rights for Client to use those Third-Party Products and Services. SSI is not responsible for the performance of any Third-Party Products and Services not attributable to SSI.

11. MISCELLANEOUS

- *Publicity.* SSI may use Client's name and logo to publicly identify Client as a SSI client in a press release, on SSI's websites, and through other public communications and client hereby grants SSI a license to use its trademarks and other intellectual property to do so. SSI may also produce and publicly distribute a case study regarding Client's use of the Services.
- *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Section 11.3, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.
- *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by e-mail, telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth in the Contact Information section of the SOW or to such other address as shall be advised by either party to the other in writing. Notices shall be effective as of the date of receipt.
- *Third Party Beneficiaries.* SSI's licensors shall be third party beneficiaries under this Agreement.
- *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, United States of America, excluding its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Notwithstanding the foregoing, any legal action or proceeding arising under or related to this Agreement may be brought in the state or federal courts located in the State of Missouri, and each party hereby consents to the jurisdiction and venue of such courts.
- *Provisions Severable.* The provisions of this Agreement are severable. If any provisions are held to be invalid, unenforceable, or void, all other provisions shall remain valid. The failure of either party to require the performance of any term, condition or provision of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent enforcement of such term, condition or provision nor be deemed a waiver of any subsequent breach.
- *Acknowledgement.* EACH PARTY ACKNOWLEDGES THAT HE OR ITS AUTHORIZED REPRESENTATIVE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, EACH PARTY AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN

THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

- *Entire Agreement.* This Agreement, including each SOW, Terms, and EULA, if applicable, and all present and future incorporated attachments, schedules, appendices, addenda, and written amendments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by authorized representatives of the parties.

AGREED AND ACCEPTED:

City of Nevada

By: [Signature]
(Signature)
Christy Edwards
(Name)
City Manager
(Title)
9/10/25
(Date)

Software Solutions, Inc.

By: [Signature]
(Signature)
Richard Fortman
(Name)
President / CEO
(Title)
9/10/25
(Date)



Nevada, City of (MO) - VIP Product Suite

Quote

Prepared For:

Nevada, City of (MO)

Michael Fields
110 S Ash Street
Nevada, MO 64772

P: (417) 448-5517

E: mfields@nevadamo.gov

Prepared by:

Software Solutions

Elizabeth Beaty
8534 Yankee Street, Suite 2B
Dayton, OH 45458

P: 800.686.9578

E: ebeaty@mysoftwaresolutions.com

Date Issued:

06.20.2025

Expires:

09.30.2025

| Software & Services | Price | Qty | Ext. Price |
|---|-------------|-----|--------------------|
| VIP ACCOUNTING | | | |
| VIP Accounting Suite SaaS License | \$0.00 | 1 | \$0.00 |
| General Ledger Accounts Payable Accounts Receivable Bank Reconciliation Project/Grant Management Departmental Approval Workflows (Purchasing, Invoicing, & Budget Adj.) | | | |
| VIP Accounting Conversion, Configuration & Implementation Services | \$28,000.00 | 1 | \$28,000.00 |
| Data conversion includes current year, plus up to 2 years of history. Includes implementation, training, and project management. | | | |
| Subtotal VIP Accounting Suite | | | \$28,000.00 |
| VIP PAYROLL | | | |
| VIP Payroll Suite SaaS License | \$0.00 | 1 | \$0.00 |
| VIP Human Resource - Add-On Time Entry Import Template Departmental Approval Workflows VIP Employee Portal Phases I, II, & III Includes employee self service, time entry, time-off requests | | | |
| VIP Payroll Conversion, Configuration & Implementation Services | \$28,000.00 | 1 | \$28,000.00 |
| Data conversion includes current year, plus up to 2 years of history. Includes implementation, training, and project management. | | | |
| Subtotal VIP Payroll Suite | | | \$28,000.00 |
| VIP UTILITY BILLING | | | |
| VIP Utility Billing Suite SaaS License | \$0.00 | 1 | \$0.00 |
| Reading File Set Up & Configuration AMR - Sensus Configuration VIP Work Orders VIP Utility Billing Workflows Backflow Bill File Set Up & Configuration VIP Web Portal - Requires separate contract with payment processing provider VIP General Billing Summer Sewer Credit Billing | | | |
| VIP Utility Billing Conversion, Configuration & Implementation Services | \$43,600.00 | 1 | \$43,600.00 |
| Data conversion includes current year, plus up to 2 years of history. Includes implementation, training, and project management. | | | |
| Subtotal VIP Utility Billing | | | \$43,600.00 |

| Software & Services | Price | Qty | Ext. Price |
|--|---------------|-----|---------------------|
| VIP BUDGETING & ANALYTICS CLOUD | | | |
| VIP Budgeting & Analytics Cloud Suite SaaS License Budget Builder (w/Dept access) & Forecasts Custom Report Builder Tool Financial Dashboard Visuals | \$0.00 | 1 | \$0.00 |
| VIP Analytics Personnel Budgeting SaaS License | \$0.00 | 1 | \$0.00 |
| VIP Budgeting & Analytics Configuration and Cloud Implementation Services | \$10,000.00 | 1 | \$10,000.00 |
| VIP Personnel Budgeting Configuration and Cloud Implementation Services | \$10,000.00 | 1 | \$10,000.00 |
| Subtotal VIP Analytics Suite | | | \$20,000.00 |
| VIP ASSET MANAGEMENT | | | |
| VIP Asset Management Suite SaaS License | \$0.00 | 1 | \$0.00 |
| VIP Asset Management Configuration & Implementation Services Includes setup and training with an Asset Import Template. | \$10,000.00 | 1 | \$10,000.00 |
| Subtotal VIP Asset Management | | | \$10,000.00 |
| ADDITIONAL PRODUCTS & SERVICES | | | |
| VIP Business Licensing - Suite SaaS License | \$10,000.00 | 1 | \$10,000.00 |
| VIP Business Licensing - Suite SaaS License (Beta Discount) | (\$10,000.00) | 1 | (\$10,000.00) |
| VIP Business Licensing - Configuration & Implementation Services | \$4,500.00 | 1 | \$4,500.00 |
| VIP Business Licensing - Configuration & Implementation Services (Beta Discount) | (\$4,500.00) | 1 | (\$4,500.00) |
| VIP Concurrent User SaaS Licenses - Unlimited SaaS License | \$0.00 | 1 | \$0.00 |
| Cloud Technical Set Up Services | \$1,700.00 | 1 | \$1,700.00 |
| Post Live Training | \$1,500.00 | 2 | \$3,000.00 |
| Ultimate Edge Premium - Check Signing Solution with Positive Pay | \$5,700.00 | 1 | \$5,700.00 |
| Subtotal Additional Products & Services | | | \$10,400.00 |
| Subtotal: | | | \$140,000.00 |

| Quote Summary | Amount |
|---------------------|---------------------|
| Software & Services | \$140,000.00 |
| Total: | \$140,000.00 |

Additional Terms

Software prices quoted are valid for 90 days.