

AG 15-328

# BIS Digital

Integrating Excellence™



Business Information Systems, Inc  
1350 NE 56<sup>th</sup> Street, Suite 300 • Ft. Lauderdale, FL 33334  
Phone: (800) 834-7674 • Fax: (877) 858-5611

**Date** Tuesday, April 07, 2015

**Quote Number** Q-8005389-4.7.2015

**Sales Consultant** Dan Meyer  
(800) 834-7674 Ext 4518 / dan.meyer@bisdigital.com

**Primary Contact** Vanessa Holiday, City Clerk  
4640 N Henry Blvd  
Stockbridge, GA 30281  
(678) 833-3303 / \_\_\_\_\_ (Fax)  
vholiday@cityofstockbridge-ga.gov (Email)

**Billing Address** City of Stockbridge (GA) / A-1005848  
4640 North Henry Blvd.  
Stockbridge, GA 30281

**Shipping Address** \_\_\_\_\_

**Users To Train** \_\_\_\_\_

**Wiring Required** No

**Installation Notes** \_\_\_\_\_

Item	Code	Qty	Unit Price	Total Price
<b>Automated Agenda</b> <i>(with meeting minute module)</i>				
Hosted Agenda Management Subscription <ul style="list-style-type: none"> <li>Special pricing 7 months June 1, 2015 through January 1, 2016</li> <li>Annual subscription due for year 2</li> </ul>	AH-3A	1	\$2,800.00	\$2,800.00
Agenda Hosting - Custom Design & Implementation	AH-CPD	1	\$3,000.00	\$3,000.00
			<b>Sales Tax Rate</b>	_____%
<b>Total (Excluding Sales Tax)</b>				<b>\$5,800.00</b>



## Order Summary

<b>Date</b>	Tuesday, April 07, 2015
<b>Quote Number</b>	Q-8005389-4.7.2015
<b>Account Name</b>	City of Stockbridge (GA)
<b>Total (Excluding Sales Tax)</b>	\$5,800.00

## Terms and Conditions

**Effective Period** This proposal is a firm offer for 30 days from quote date Tuesday, April 07, 2015.

**Tax Status** Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.

**Payment Terms** **Deposit:** All orders above \$5,000 require a 50% deposit. Once the order and deposit is confirmed {received} by BIS Digital, scheduling of the installation / and shipment of goods will occur.  
**Balance:** The remaining balance is to be paid on the completion of the installation. {delivery of goods at customer site}

**Restocking Fee** 20% restocking fee will be charged for all cancelled orders

**Site Preparation** Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.

**Training** BIS Digital will provide full training of all system users per agreed training schedule.

**Limited Warranty** All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or DCR2 Software upgrades (See Software Assurance below).

**SuiteOne Warranty Agreement** If selected by customer, Live Streaming Media Service & On-Demand Media Content Service shall be provided by SuiteOne Media, Inc., subject to the terms of the separate SuiteOne Media Supplemental Services Agreement incorporated into this Quote upon full execution by the parties. Please refer to the SuiteOne Media Supplemental Services Agreement for additional information regarding this optional service.

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment:

\* Accepted by: Michael C. Harris City Manager  
 Name Title

Michael C. Harris 5/20/2015  
 Signature Date

**\* Accounts Payable Information \* Required for order to be processed\***

A/P Contact: Dawn Gindrup 770-389-7900  
 Name Phone Number

ap@cityofstockbridge-ga.gov 209  
 Email Address Fax #

Is a Purchase Order required for processing? \_\_\_\_\_ P.O # \_\_\_\_\_

## SUITEONE MEDIA SUPPLEMENTAL SERVICES AGREEMENT

THIS SUPPLEMENTAL SERVICES AGREEMENT (the "Agreement") between SuiteOne Media, Inc. ("SuiteOne") with its principal place of business at 4815 Ashford, Dunwoody, GA 30356, Business Information Systems, Inc., ("BIS") with its principal place of business at 1350 Northeast 56<sup>th</sup> Street, Suite 300, Fort Lauderdale, FL 33334, and City of Stockbridge with its principal place of business at 4640 N. Henry Blvd Stockbridge GA ("Customer") is made effective as of \_\_\_\_\_ ("Effective Date"). This Agreement is a supplement to the "BIS Agreement" as described in the next paragraph.

**BIS CONTROLLING AGREEMENT.** The parties acknowledge and agree that this Agreement is supplemental to, made a part of, and incorporated into, that certain "BIS Quote Number 98005389-4, dated 4-7-15, between BIS and Customer (the "BIS Agreement"). In the case of any inconsistency between the provisions of this Agreement and the BIS Agreement, the provisions of the BIS Agreement shall govern and control (this Agreement and the BIS Agreement may be collectively referred to herein as the "Agreements").

In connection with the delivery of transcription services under the terms of the BIS Agreement, Customer desires to supplement such transcription services and, subject to the terms and conditions of the BIS Agreement, (a) contract with SuiteOne to administer streaming media and media content management services through a Managed Services solution, (b) engage SuiteOne to integrate its software with Client's existing website and (c) utilize the Liberty Meeting Record integration module from SuiteOne.

## 1. OVERVIEW AND DEFINITIONS

General. This Agreement states the terms and conditions by which SuiteOne will deliver to Customer various services, supplemental and in conjunction with the services provided by BIS under the terms of the BIS Agreement, as described below.

1.1 "Authorized User" means a designated employee or agent of Customer.

1.2 "Authorized Website" means a website owned or operated by or on behalf of Customer, for which SuiteOne has agreed to provide the Technology and various Services.

1.4 "Service(s)" means the specific service(s) provided by SuiteOne, including access to the Technology.

1.5 "Technology" means the SuiteOne Internet based system for streaming media and managing media content, and may include software, and software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof.

1.5 "Content" means any or all, documents, graphics, video, graphics, audio and other content that is streamed or otherwise transmitted or provided by, or on behalf of customer to SuiteOne.

## 2. DELIVERY OF SERVICES; TERM; FEES, PAYMENTS

2.1 *Grant of License.* Subject to the terms and conditions of the Agreements, SuiteOne grants to Customer a non-exclusive, non-transferable, limited license to permit Authorized Users of Customer to access and use the Service on the Authorized Website(s) identified in Schedule 1.

2.2 *Responsibilities.* Customer agrees to (a) maintain the Authorized Website(s) identified in Schedule 1; (b) procure and maintain all hardware, software and telecommunications equipment necessary to access the Service and transmit media content via the Internet; (c) agrees to provide SuiteOne with all information reasonably necessary to setup or establish Service on Customer's behalf; and (d) shall provide and maintain any and all materials necessary to reasonably inform all customers patrons where and when live audio and video streaming will take place at the customer locations.

2.3 *Payment Terms.* Customer shall pay all applicable fees for the Services in accordance with the terms and conditions set forth in the BIS Agreement.

2.4 *Term.* The term of this Agreement shall be coterminous with the term of the BIS Agreement.

## 3. INTELLECTUAL PROPERTY OWNERSHIP

3.1 *Technology Ownership and Rights.* This Agreement does not transfer to Customer any ownership or proprietary rights in the Technology, and all right, title and interest in and to the Technology will remain solely with SuiteOne.

3.2 *Responsibility for Content.* The Customer shall have sole control and responsibility over the determination which data and information shall be included in the Content that is to be transmitted to SuiteOne. The Customer shall not provide to SuiteOne or allow to be provided to SuiteOne any Content that (a) infringes or violates 3<sup>rd</sup> parties' Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

3.3 *Content Ownership.* The Customer shall own all right, title, and interest in and to all Content on a worldwide basis, including, without limitation, all Intellectual Property rights relating thereto, all and any content that is transmitted or made available to SuiteOne pursuant to this Agreement. To the extent that any such Content is protected by copyright, such content shall be deemed to be "works for hire" under the copyright laws of the United States.

#### 4. LIMITED WARRANTY

4.1 *Service Level.* SuiteOne will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, but not limited to:

- 1) Maintain Service availability 24 hours a day, 7 days a week,
- 2) Respond to Customer's requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and critical support requests 24 hours per day.

4.2 *No Other Warranty.* THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. BIS AND SUITEONE DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. BIS AND SUITEONE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

#### 5. LIMITATION OF LIABILITY

5.1 *Damage to Customer.* BIS AND SUITEONE ASSUME NO LIABILITY FOR ANY DAMAGE TO, OR LOSS TO, CUSTOMER RESULTING FROM ANY CAUSE OTHER THAN THE WILLFUL OR RECKLESS MISCONDUCT OF BIS AND OR SUITEONE.

5.2 *Consequential Damages Waiver.* IN NO EVENT SHALL BIS OR SUITEONE BE LIABLE TO CUSTOMER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

#### 6. INDEMNIFICATION

6.1 *Indemnification.* Each Party agrees to fully indemnify and hold harmless the others for any and all costs, liabilities, losses, and expenses (including attorney's fees) resulting from any claim, suit, action, or proceeding brought by any third party arising from a party's (a) breach of any of its obligations or warranties; or (b) negligence or willful misconduct. The liability of BIS and SuiteOne hereunder is collectively expressly limited to the amount received under this Agreement.

#### 7. TERMINATION OR CHANGE ORDER

7.1 *Termination for Cause.* Any party may terminate this Agreement if the other party(ies) breaches any material term or condition of this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of the same. If BIS or SuiteOne terminates for cause, all payments due and owing for the remainder of the Term will immediately be due. If Customer terminates for cause, it shall be entitled to a refund of any prepaid service fees, or fees paid for service not received on a pro-rata basis

7.2 *Termination Without Cause.* Any party may terminate this Agreement without cause providing that the terminating party gives the other party(ies) sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in Schedule I, Customer must pay the balance of the current contracted term. Should BIS or SuiteOne terminate without cause, Customer has no obligation for payment.

7.3 *Termination for Bankruptcy.* Any party may terminate this Agreement immediately if (a) the other party(ies) becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or

composition for the benefit of creditors; or (b) the other party(ies) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing.

**7.4 Effect of Termination.** Upon the effective date of expiration, cancellation or termination of this Agreement (a) SuiteOne will immediately cease providing the Service(s); and (b) any and all payment obligations of the Customer through the termination, depending upon cause or without cause, as defined above, will immediately become due; and (c) return or make available all customer content within forty-five (45) days.

**7.5 Survival.** The following provisions will survive any expiration or termination of the Agreement: Sections 3 (Intellectual Property Ownership), 5 (Limitation of Liability), 6 (Indemnification), 9 (Confidentiality) and 10 (Miscellaneous).

## 8. USE

**8.1 Acceptable Use.** Customer represents and warrants that the Technology and Services will only be used for lawful purposes, and in accordance with reasonable operating rules policies, terms and conditions and procedures.

**8.2 Restrictions on Use.** Customer represents and warrants that Customer and its Authorized Users will not (a) sell, lease, distribute, license or sublicense the Technology or Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Technology or Services in any way for any reason; (c) provide, disclose, divulge or make available to, or permit use of the Technology or Services by, any third party; (d) copy or reproduce all or any part of the Technology or Services (except as expressly provided for herein); (e) interfere, or attempt to interfere, with the Technology or Services in any way; (f) introduce into or transmit through the Technology or Services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (g) remove, obscure or alter any copyright notice, trademarks, logos or other proprietary rights notices affixed to or contained within the Technology or Services; or (h) engage in or allow any action involving the Technology or Services that is inconsistent with the terms and conditions of this Agreement.

**8.3 Withdrawal of Access.** BIS and/or SuiteOne may, upon misuse of the program, misconduct, security breaches or grossly improper use of the Customer data, instruct Customer to terminate access to any Authorized User or individual and Customer agrees to promptly comply with such instruction.

## 9. CONFIDENTIALITY

**9.1 SuiteOne Information.** Customer acknowledges that the Technology and Services contain valuable trade secrets, which are the sole property of SuiteOne, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets. Customer will take all reasonable steps to prevent the unauthorized access to the Technology and Services.

**9.2 Customer Information.** BIS and SuiteOne acknowledge that Customer's database may contain valuable trade secrets, which are the sole property of Customer. To the extent that BIS and/or SuiteOne becomes aware of the content of a Customer database, BIS and SuiteOne agree to use reasonable care to prevent other parties from learning of these trade secrets; provided BIS and SuiteOne may disclose such trade secrets to affiliates, agents and other third parties, including counsel and regulators, on a need-to-know basis, so long as such parties agree to maintain the confidentiality of such information.

**9.3 Exceptions.** The obligations of this Section 9 shall not apply to any information that (a) is now, or hereafter becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (b) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (c) is hereafter furnished to the Receiver by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by the Receiver without reference to or use of the disclosing party's information; or (e) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

## 10. MISCELLANEOUS PROVISIONS

**10.1 Force Majeure.** None of BIS, SuiteOne, their suppliers nor Customer will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of BIS or SuiteOne), provided that the delayed party: (a) gives the other party(ies) prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If SuiteOne is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, Customer may cancel the Service(s) without penalty.



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10.2 *Governing Law.* This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Florida.

10.3 *Severability.* In the event any provision of this Agreement is held to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.

10.4 *Assignment.* BIS and/or SuiteOne may assign their rights and obligations under this Agreement, in whole or in part, to any entity, including their supplier(s). Customer may not assign this Agreement, in whole or in part, without the prior written consent of BIS and of SuiteOne, which consents will not be unreasonably withheld.

10.5 *Notice.* Any notice or communication required or permitted to be given hereunder shall be made in writing and may be delivered by hand, deposited with an overnight courier, sent by email, conformed facsimile, or mailed by registered or certified mail, receipt requested, postage prepaid. Such notices shall be deemed made when delivered to the applicable party's representative as provided in this Agreement.

10.6 *Relationship of Parties.* BIS, SuiteOne and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between BIS and SuiteOne and Customer. None of BIS, SuiteOne nor Customer will have the power to bind the others or incur obligations on the others' behalf without the other party(ies) prior written consent(s), except as otherwise expressly provided within.

10.7 *Waiver.* The waiver or failure of any party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

10.8 *Entire Agreement; Counterparts; Originals.* This Agreement including all documents incorporated herein by reference constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof.

## 11. ACCEPTANCE

Authorized representatives of Customer, BIS and SuiteOne have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: City of Stockbridge  
Signature: [Handwritten Signature]  
Print Name: Michael C. Harris  
Title: City Manager  
Date: 5/20/2015

 SuiteOne Media, Inc.

 Business Information Systems, Inc.

Signature: \_\_\_\_\_  
Print Name: Doug Shumway  
Title: Chief Operating Officer  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: Steve Coldren  
Title: President  
Date: \_\_\_\_\_