



GIS-Based Asset & Work Management Software

Sales Agreement for Lexington- Fayette Urban County Government
October 26th, 2017

Novotx, L.L.C.
1436 Legend Hills Drive
Suite 335
Clearfield, UT 84015

Michael Boyd | Sales Executive
407.731.3115

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Sales Agreement

LFUCG Traffic Engineering
101 E Vine St # 300
Lexington, KY
40507

Jeff Neal
LFUCG Traffic Engineering
(859) 258-3830-3497
(859) 983-5543

Summary

Elements XS Asset & Work Management Software & Services	\$	125,000
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Purchaser Authorization

I certify that as the person signing this form I have purchasing authority for LFUCG. By signing below, LFUCG Traffic Engineering agrees to purchase the products and services described below.

Printed Name: Jim Gray

Title: Mayor

Authorized Signature: Jim Gray

Date: DEC 07 2017

Pricing Information

A detailed description of each product and service is provided below:

Qty	Description	Rate	Total
Elements XS Software			
25	Elements XS Software - Per User License	\$ 2,000	\$ 50,000
Annual Maintenance			
1	Paid annually, includes unlimited technical support and application updates	20%	\$ 10,000
Implementation Services			
1	Project management, business requirements and gap work, GIS configuration and consulting, report generation, training, certified product testing, go-live support, post go-live support		\$ 65,000
Total			\$ 125,000

Payment Terms

Payment terms are outlined below.

Item	Amount	Term
Elements XS Software	\$50,000	Due upon contracting.
Annual Maintenance	\$10,000	First payment due upon contracting, subsequent payments are due every 12 months, beginning 12 months after contracting.
Milestone 1: Software Installed	\$16,250	25% of Implementation. Due upon installation of Elements on LFUCG Servers.
Milestone 2: GIS Implementation Complete	\$16,250	25% of Implementation. Due upon completion of GIS integration.
Milestone 3: Initial Training Started	\$16,250	25% of Implementation. Due upon start of initial training.
Milestone 4: Final Training Completed, Project Acceptance	\$16,250	25% of Implementation. Due upon completion of training and project acceptance

Price Increases

Annual software license fee is guaranteed for three (3) years. After the guaranteed price period, price increases are not to exceed the Consumer Price Index.

Terms of Sale

LFUCG has ordered and agrees to purchase from Novotx the products and services defined under this Sales Agreement at the listed quantities and rates. Upon receipt of an executed Sales Agreement Novotx shall ship all products to the LFUCG address and contact defined above and services shall be scheduled and initiated.

LFUCG acknowledges that Novotx's products and services are subject to the terms and conditions of a separate Software License Agreement between the LFUCG and Novotx unless they are contrary to this Agreement. Novotx hereby disclaims all representations and warranties with respect to any product which is not manufactured or otherwise created by Novotx, whether express, implied or statutory including but not limited to, any warranties of merchantability, fitness for a particular purpose, title or non-infringement.

Payment for products and services shall be made by the LFUCG based on the Payment Terms defined in the Sales Agreement. LFUCG understands and agrees that it is responsible for paying any sales, use, excise or transaction taxes with respect to the products and services under this Sales Agreement. If LFUCG is tax exempt, LFUCG shall provide Novotx with such tax exemption documentation. If LFUCG is not tax exempt or does not provide exemption documentation, Novotx shall invoice for such applicable taxes on each invoice. In the event that Novotx does not invoice sales or similar taxes to LFUCG and such taxes are ultimately determined to be due by a government entity or court of law, LFUCG agrees to pay in full all such taxes, including any applicable interest or penalties. In the event the tax exemption documentation provided by the LFUCG is disallowed or deemed invalid, LFUCG agrees to pay in full all such taxes, including any applicable interest or penalties.

Additional Transaction Terms

- ESRI's ArcGIS for Server Standard together with ArcGIS Desktop Standard or higher is required for this Elements XS deployment. The pricing here does not include this software and the LFUCG is responsible for purchasing, installing, and maintaining these applications.
- Additional consulting or services beyond the scope of this sales agreement will be billed at \$1,200 per day; any additional fees beyond the scope of this agreement will require separate Sales Agreements and must be approved by the LFUCG prior to performing the services. Hourly service rates are \$150 per hour for services that require less than 1 day. Services beyond the scope of this agreement include:

- Any scripts, interfaces, reports or program code requested by the Licensee, other than Program Modifications to the Elements XS applications that provide specific functionality uniquely designed for the Licensee
- Consulting services for Custom Applications or Custom Programming performed specifically for the Licensee
- System acceptance will begin when the LFUCG provides written confirmation that the project has been completed to their satisfaction.

Quote Expiration

This quote is valid for 30 days.

Execution Instructions

Execute each page, date, and email to mboyd@novotx.com

Vendor Authorization

Novotx agrees to provide the products and services described above.

Authorized Representative: MICHAEL BOYD
(Printed Name)

Title: DIRECTOR OF SALES (EAST)

Authorized Signature: 

Date: 6 DEC 2017