



SOLUTION PURCHASE AGREEMENT

Fed ID No.	33-0890309
DATE:	10/27/2006
RM:	Jason Pisetsky

Bill to: Customer: <u>Clay District Schools</u> Address 1: <u>900 Walnut St.</u> Address 2: _____ City, State, Zip: <u>Green Cove Springs, FL 32043</u> County: _____ Confirm to: <u>Tom Moore</u> Purchase Order: _____ Phone Number: <u>(904)284-6500</u>	Ship to: Customer: <u>Clay District Schools</u> Address 1: <u>900 Walnut St.</u> Address 2: _____ City, State, Zip: <u>Green Cove Springs, FL 32043</u> County: _____ Confirm to: <u>Tom Moore</u> Purchase Order: _____ Phone Number: <u>(904)284-6500</u>
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GENERAL: Upon execution hereof by both parties, Customer agrees to purchase and ACOM Solutions, Inc. (ACOM) agrees to sell the products, licenses and services set out below on the following terms and conditions:

Software	Description	Quantity	Unit Price	Extension
EZ10DF	eForms	1		5200
EZ10DC	EZPayManager	1		5495
GUI004	GUI Design Tool (Unlimited License)	1		3595
EZ1EML	E-Mail Module	1		3995
EZ1FAX	Fax Module	1		3995
EZ1PDF	PDF Converter	1		1995
	Bundled Discount if Signed & Faxed Back By 11/30/06.....			(12680)
DOC001	Document Design for A/P Check, Payroll Check and Contract FREE Document Design if Signed & Faxed Back By 11/30/06.....	3	1195	3585 (3585)*
EZ50PP	Positive Pay FREE Positive Pay if Signed & Faxed Back by 11/30/06.....			1395 (1395)*
	*Discounts Valid with Purchase of Entire System as Configured on this Agreement			
Software Maintenance	Description	Quantity	Unit Price	Extension
MNT005	Contract Term Three (3) Years Billed in Annual Installments	1	Installment	1699
				Total First Year
				\$13,294
			Deposit (33%)*	\$0

ACOM: JLS
Initial

Customer: _____
Initial

/15/00

TITLE: Title to all hardware, including all accessories and consumables/supplies delivered hereunder shall be clear of all liens or encumbrances and shall vest in Customer upon delivery and payment in accordance with this Agreement.

LICENSE: Sale of Software hereunder, however defined, constitutes only the grant of a conditional license to Customer to use the program(s) data media, user manuals and any related materials (collectively, the "Software") on a local area network or on a single computer terminal or its replacement, or in the specific configuration set out above. For a nominal fee ACOM will facilitate the transfer of Customer's Software to a different processor when the Software is under maintenance. Customer agrees to protect the Software from use, reproduction or distribution except as authorized herein. Any other application, and any transfer, sublicense or assignment is prohibited except with the express written consent of ACOM.

SOFTWARE MAINTENANCE: Software maintenance provided hereunder shall be for the period and for the charges set out above from the date of installation through termination, for which Customer shall receive all enhancements and updates to the Software, and to the documentation for the Software programs included herein, without additional charge except for shipping and handling. In addition, telephone support will be provided without additional charge. Software Maintenance Agreement may be renewed 60 days prior to the end of the contract term only by agreement of the parties. Maintenance service will be provided on call during ACOM's normal service hours of 8:30 AM to 7:30 PM Eastern time, Monday through Thursday (Holidays excepted) and 8:30 AM to 5:30 PM Eastern time on Fridays, unless otherwise set out above. On site support will be provided at \$1,500 per day plus expenses, one day minimum. Support is provided for the current and two (2) previous versions. Telephone support for *excepted services* or for services not under Agreement will be provided at \$165 per hour, 1 hour minimum, billed in 30 minute increments. The above rates are subject to change without notice.

EXCEPTED SERVICES: Software maintenance services not covered hereunder are; recovery from total system failure; re-installation to a significantly changed host; faults found not to be related to the covered software; and such other services beyond the scope of ordinary maintenance.

HARDWARE MAINTENANCE: Hardware maintenance provided hereunder shall be for the period and for the charges set out above from the date of installation through termination, for which Customer shall receive all on-site labor and parts required to maintain the equipment listed herein in operating order, and all repairs thereon resulting from normal wear and tear. Hardware Maintenance agreement may be renewed 60 days prior to the end of the contract term only by agreement of the parties. *Use of consumables other than those provided or recommended by ACOM will void any warranties express or implied and this Maintenance Agreement.* Maintenance service will be provided on call during ACOM's normal service hours of 9:00 AM to 8:00 PM Eastern time, Monday through Friday (Holidays excepted), unless otherwise set out above. Customer on-site maintenance service is provided 8:00 AM to 5:00 PM local time. Maintenance service required outside ACOM's normal service hours will be rendered on an on-call basis at ACOM's standard rates then in effect. Charges for such services will be billed separately.

EXCEPTED SERVICES: Hardware maintenance services and parts do not include the periodic replacement and cleaning, the responsibility of Customer in accordance with the "Routine Maintenance" section of the Operators Manual (or equivalent). The obligations of ACOM (or its agent) hereunder specifically exclude (a) electrical work external to the equipment (b) maintenance of accessories, attachments or any other devices other than the listed equipment (c) furnishing supplies or accessories for the equipment or painting or refurbishing the equipment, or supplying materials therefor (d) repair of damage resulting from neglect or misuse by the Customer or from causes external to the equipment (e) repair of maintenance or modification performed by persons not authorized by ACOM (f) damage resulting from movement of the equipment from one location to another (without the supervision of ACOM personnel) and (g) labor or materials resulting from failure to provide suitable environmental conditions.

PRICES-TAXES: All of the products are sold FOB warehouse, freight and insurance pre-paid for the account of the customer. Taxes of whatever nature except those taxes based on the income of ACOM, whether billed or unbilled, are for the account of the customer. Installation costs, if not expressly included above, are the responsibility of the customer. All charges hereunder are due and payable in accordance with the Florida Prompt Payment Act. Past due amounts are subject to interest at the lesser of one and one-half percent (1 1/2%) per month or the maximum allowed by law.

TERMINATION: Customer acknowledges that pricing afforded herein is predicated on fulfillment of the Agreement as set out. Upon default in the payment for products or services delivered hereunder, or refusal to accept such products or services when delivered or attempted to be delivered in accordance with the terms of this agreement, then there shall be due and payable to ACOM the full list price for such products and/or services set out above, in addition to such other remedies as may be afforded for breach of the terms herein set out. The School Board of Clay County's obligation to pay under this contract is contingent upon an annual appropriation of funding by the Legislature.

LIMITED WARRANTY: ACOM warrants that, when operated within the duty cycles prescribed, all products delivered hereunder shall be free from defects in material or workmanship for ninety (90) days from date of delivery. ACOM's liability pursuant to the foregoing warranty shall be limited to repairing or replacing, at its sole option, the defective product, without charge. In no event shall ACOM be liable for any direct, indirect incidental or consequential damages whatsoever arising out of the use or inability to use products or services sold hereunder.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of Florida. The parties to this Agreement waive their right to litigation and will submit any controversy or claim arising out of this Agreement to arbitration before a single arbitrator selected through the Judicial Arbitration & Mediation Services, Inc.. Venue for Arbitration in Clay County, Florida.

Accepted by: 
ACOM Solutions, Inc.

Accepted by: _____
Customer

BY: JAMES R SCOTT
ITS: SLP GM DATE: 10/26/06

BY: _____
ITS: _____ DATE: _____



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EZ1EML	E-Mail Module	1		3995
EZ1FAX	Fax Module	1		3995
EZ1PDF	PDF Converter	1		1995
	Bundled Discount if Signed & Faxed Back By 11/30/06.....			(12680)
DOC001	Document Design for A/P Check, Payroll Check and Contract	3	1195	3585
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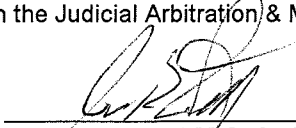
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Customer

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ITS: SLW GM DATE: 10/26/06

BY: _____
ITS: _____ DATE: _____