



## Addendum #4

This Addendum #4 ("Addendum") specifies additional work to Annual Maintenance Services Agreement dated November 2, 2010 ("Agreement"). City of Smyrna, GA ("Client") desires Vision Technology Solutions, LLC DBA Vision Internet Providers ("Contractor") to perform work specified in Addendum #4 Scope of Services ("Scope"), attached hereto and incorporated herein by this reference.

1. Price: Contractor agrees to perform work in Scope for \$35,000.
  - A. Client agrees to pay Contractor as follows:
    - (i) An initial payment equal to 50% of the total cost;
    - (ii) A payment equal to 50% of the total cost 21 days from Completion of work in Scope.
2. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9, 10, and 11, and the latest released version at the time of Completion of Firefox. Website may not be compatible with previous or future versions. Client understands and agrees that Supported Web Browsers for visionMobile™ currently are iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. All of the web browsers listed in this paragraph, and any others added by Contractor at its discretion are herein referred to collectively as the "Supported Web Browsers". Website will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), CSS, JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2012 R2 ("MS-SQL"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("MS-Server"). visionMobile™, if provided under this Agreement, will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. visionMobile™ may not be compatible with previous or future versions. visionMobile™, if provided under this Agreement, shall include "Powered by Vision Internet" in the footer and always be linked to a Contractor web page. Client is responsible for the costs of all software licensing.

Client understands and agrees that the website frontend and content migrated by Contractor will be designed to be compliant with Section 508 guidelines on accessibility as follows: Compliance standards will be verified via Watchfire's Bobby™ software to be compliant to automatic checkpoints prior to Completion. Client understands and agrees that website backend and third party tools may not be Section 508 compliant. Contractor is not responsible for content migrated by Client or any third party.

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3. Limited Warranty: Contractor does warrant that all of the deliverables included in this Agreement will be conveyed to Client upon transfer of the website to the production server ("Completion"). All programming code developed by Contractor within the project is warranted to be free of any errors or bugs that prevent the code from performing as originally intended ("Warranted Problem") for a period of twelve (12) months from the date of Completion. Contractor will create a backup of the website on the date of Completion. If any Warranted Problem arises while Client or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is maintaining and hosting the website, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall provide compiled code upon Client's request. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion.

Except as expressly set forth in the immediately preceding paragraph, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER. In no event, at any time, shall the aggregate liability of Contractor exceed the amount of fees paid by Client to Contractor and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

4. Contractor will provide Client annual subscription services as defined in the visionLive™ Subscription Services Agreement, attached hereto and incorporated herein by this reference.

AGREED:

CITY OF SMYRNA, GA

DATE:\_\_\_\_\_By: \_\_\_\_\_

Print Name\_\_\_\_\_ Print Title\_\_\_\_\_

VISION TECHNOLOGY SOLUTIONS, LLC DBA  
VISION INTERNET PROVIDERS

DATE:\_\_\_\_\_By: \_\_\_\_\_

David M. Nachman, Chief Executive Officer

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## Addendum #4 Scope of Services

### All New visionCMS™ Platform

Highlights include:

- **Page template builder** for creating new layouts on the fly.
- **Departmental page restrictions** so that you can control staff access to individual page templates.
- **Drag & drop** for uploading and sorting pictures, files, and documents in one simple step.
- **Personal toolbars** making it easy for your staff to access frequently used features with one click.
- **Backend dashboard** so that users can oversee site activity and tailor their workspace to their unique needs.
- **In-page editing** for updating content from a front-end view.
- **iOS friendly editing** to allow basic page editing on mobile devices like the iPad and iPhone.

#### *Included Interactive Components and Features*

A list of features in this version can be found in Addendum 1 to the Subscription Services Agreement.

### Graphic Redesign

Included in our scope of work, we will implement a new homepage design for your website. We will provide the Client with three homepage design concepts for your approval. The Client will select one for implementation in the website and we will provide revisions of the selected homepage design concept. Upon approval of the final homepage design concept by the Client, we will also create up to three interior page designs. These interior page templates can be applied to your website's departmental pages, providing a consistent overall look.

Towards the end of the design phase, we will deliver the following:

- Three homepage design concepts
- Approved homepage design
- Up to three interior page templates

### Sitemap Consultation and Rearrangement

Vision Internet can consult with your staff on how best to organize your website's content. For your website, we recommend organizing information by service, topic, and/or target users. Content is available through multiple "paths." Based on the updated sitemap, our staff will create a custom content migration script to move the content to its new location on the

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upgraded website. We will not develop a new sitemap or new content as part of the redesign, but will assist in transferring existing content into the new design.

Towards the end of our optional consulting, we will deliver:

- Approved sitemap
- Custom migration script

## Project Notes

While the most important tools and functions carry over to the new version, not all functionality from your current content management system will be identical in the new platform. We will do everything reasonably possible to ensure at least 95% similarity between your current design and that of the new site. Please note:

- If your staff has created customizations or integrations to the site files or database, they will not carry over to the new visionCMS™. Your staff may be responsible for identifying any customizations they have made and implementing them in the new system.
- The following components will carry over:
  - Approval Cycle
  - Enable Javascript
  - Lanap Captcha
- We will migrate your existing content to the new site except from the following components. They have been revamped, and the Client will need to recreate any entries currently used:
  - Facilities Directory
  - Form Tool
  - Service Requests

## Contact

Questions regarding the above mentioned item can be referred to Regional Sales Manager Tricia Lease.

## Price for Services

Item	Pricing
All New visionCMS™ Platform	\$17,000
Premium Graphic Redesign	\$12,000
Sitemap Consultation and Rearrangement	\$4,000
Responsive Design	\$2,000
<b>Total Cost</b>	<b>\$35,000</b>

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