



# ***Coordinator***

## ***Proposal and License Agreement***

***[www.srssite.com](http://www.srssite.com)***

Date: \_\_\_\_\_

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Attn: \_\_\_\_\_:

We are pleased to propose "The Coordinator", a complete software system for managing a Manufacturer's Representative organization. The following items are included:

**Account Database Management**

**Employee Database Management**

**Supplier Database Management**

- All of the above are complete with various reporting functions such as mailing labels, various types of mailings, salesman account management and more.

**Job Bidding System**

- Tracking of all jobs in design, bidding or in negotiation
- Proposal maintenance and creation system
- Faxing of proposals
- Job summary sheets
- Submittal cover sheets and transmittal creation
- Job Binder which allows for organization of all paperwork pertinent to a job

**Order Book System**

- Tracking of all orders
- Various job report functions
- Credit approval per order
- Invoicing
- Creation of file folder labels

**Accounting**

- Ability to scan and manage all manufacturer invoices, credit and payment information
- Posting and scanning of customer checks
- Payment of salesman commissions and reporting of backlog

**Service Organization**

The system will maintain the same features as described above, including the ability to handle service work orders, man hour billing for startups and service, and the use of handheld computers for service technicians

**Web Access**

The entire System is available to be accessed over the internet, by a computer with the client software installed

The above system will include all required installation, training and updates as they become available.

The following items are required and must be provided by The Licensee:

- Microsoft Office Suite
- Microsoft XP on Client Computers
- Coordination with your network administrator

The price for the above system is **\$10,000.00 per year, plus CPI as described in License Agreement (Renewal on Anniversary Date)**

Should you have any questions or comments, please feel free to contact me.

Thank you,

A handwritten signature in black ink that reads "Robert Senia". The signature is written in a cursive, flowing style.

Robert Senia

President  
SRS Enterprises, Inc.

# *System Requirements*

## **Unlimited Licenses**

### **To Run Coordinator, You Need the Following:**

#### **Workstation Requirements:**

- PC with Pentium 450-MHz or higher processor; Pentium III or 4 recommended
- Microsoft Windows XP or later
- 512 MB of RAM or greater
- 100 MB of available hard disk space
- Super VGA (1024X768) or higher resolution monitor

#### **Additional Programs Or Services Required for Using Certain Features:**

- Microsoft Word 10.0 or later
- Microsoft Framework 2.0

#### **Scanning Requirements:**

- PDF Scanner (if scanning processes, such as scanning customer's checks, Tax Exempt Certificates, etc. are done on the workstation)
- Adobe Acrobat 6.0 or later or Adobe Reader 6.0 (if scanning is not done on the workstation)

#### **Faxing Requirements:**

##### **Local Faxing:**

- Symantec WinFax 10.03 or later
  - Modem (if faxes are sent via WinFax from the workstation)
- Or

##### **Network Faxing:**

- Microsoft Fax Service
- Microsoft Shared Fax (Required for Network Faxing)

#### **Server Requirements:**

- PC with Pentium 1-GHz or higher processor; Pentium 4 or equivalent recommended
- Microsoft Windows 2003 Server or later.
- 1GB of RAM or greater
- The amount of required hard disk space depends on the volume of data in the SQL Server database as well as on the volume of data in Coordinator's documents (Proposals, Submittals, scanned documents etc).
- Modem (Required for Network Faxing)
- Microsoft SQL Server 2000

#### **Pocket PC Requirements:**

- Windows Mobile 2005
- Microsoft Framework 2.0

## **COORDINATOR SOFTWARE LICENSE AGREEMENT**

This Software License Agreement ("Agreement") is made and effective this 1/1/07 by and between SRS Enterprises Inc. ("Developer") and \_\_\_\_\_ ("Licensee").

Developer has developed and licenses to users its software program marketed under the name "The Coordinator" (the "Software").

Licensee desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

### 1. License.

Developer hereby grants to Licensee a yearly, non-exclusive, limited license to use the Software in the United States of America as set forth in this Agreement.

### 2. Restrictions.

Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer; provided that Licensee may make one copy of the Software for backup or archival purposes.

### 3. Fee.

In consideration for the grant of the license and the use of the Software, Licensee agrees to pay Developer 10,000.00/yr with an annual CPI increase for the first 5 years as published by the Federal Government. Further increases after the first 5 years shall be provided to the Licensee 6 months before the end of the renewable period.

### 4. Warranty of Title.

Developer hereby represents and warrants to Licensee that Developer is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer or to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or iii) refund to Licensee the prorated per month amount of the license fee upon the return of the Software and all copies thereof to Developer.

### 5. Warranty of Functionality.

A. For the period of activated usage following delivery of the Software to Licensee (the "Warranty Period"); Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer and return the Software to Developer at Licensee's expense. Licensee's sole remedy shall be that Developer shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by Licensor.

B. In the event of any defect in the media upon which the Software is provided arising within the period of activated usage from the date of delivery of the Software, upon return to Developer of the Software upon the original media, Developer shall provide Licensee a new copy of the Software.

### 6. Software Maintenance.

A. Standard maintenance. During the Warranty Period, Developer shall provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software.

7. Payment.

Payment of the license fee shall be paid in full upon delivery and installation upon delivery of the Software. In the event any overdue amount owed by Licensee is not paid following ten (10) days written notice from Developer, then in addition to any other amount due, Developer may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

8. Taxes.

In addition to all other amounts due hereunder, Licensee shall also pay to Developer, or reimburse Developer as appropriate, all amounts due for property tax on the Software and for sales, use, excise taxes or other taxes which are measured directly by payments made by Licensee to Developer. In no event shall Licensee be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

9. Warranty Disclaimer.

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability.

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, and product liability or otherwise.

11. Notice.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Developer:

SRS Enterprises Inc.

2711 Harway Avenue

Brooklyn, NY 11214

If to Licensee:

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12. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of New York.

13. No Assignment.

Neither this Agreement nor any interest in this Agreement may be assigned by Licensee without the prior express written approval of Developer.

14. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

15. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

16. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, Developer and Licensee have executed this Software License Agreement on the day and year first above written.

Firm: SRS Enterprises Inc.

Firm: \_\_\_\_\_

By: Robert Senia

By: \_\_\_\_\_

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