RESOLUTION NO. 12-08-69

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE AGREEMENT BETWEEN MTS SOFTWARE SOLUTIONS, INC. AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE DOCUMENT IMAGING SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR A WAIVER OF PURCHASING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) has retained the services of MTS Software Solutions, Inc. (“MTS”) for ongoing document management services with use of the OnBase document management system; and

WHEREAS, MTS has prepared an Agreement (the “Agreement”) to provide document preparation, imaging, cleanup, and indexing (the “Services”) for historical paper-based records; and

WHEREAS, the intent of the Agreement is to ensure Village documents are imaged for digital archiving and retrieval in order to increase productivity, efficiency and access to information; and

WHEREAS, MTS has agreed to provide the services described in the Agreement; and

WHEREAS, MTS possesses the singular capacity to meet the requirements of indexing and uploading into the OnBase document management system due to the proprietary technical programs and resources for conversion of the Village’s paper documents; and

WHEREAS, the Village Council finds that approval of the Agreement between MTS and the Village attached hereto and waiver of competitive bidding is in the best interest of the Village.
NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated
into this Resolution by this reference.

Section 2. Approval of Agreement. The Agreement between MTS Software
Solutions, Inc. ("MTS") and the Village to provide document imaging, indexing and retrieval
services, a copy of which is attached as Exhibit "A," together with such non-material changes as
may be acceptable to the Village Manager and approved as to form and legality by the Village
Attorney, is approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his
designee and the Village Attorney are authorized to take all actions necessary to implement the
terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the
limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures
Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and
conditions of the Agreement.

Section 5. Execution of Agreement. The Village Manager is authorized to
execute the Agreement on behalf of the Village, to execute any required agreements and/or
documents to implement the terms and conditions of the Agreement and to execute any
extensions and/or amendments to the Agreement, subject to the approval as to form and legality
by the Village Attorney.

Section 6. Waiver of Purchasing Provisions. In accordance with Section 2-328(1)
and (3) of the Village Code, the Village Council waives the competitive purchasing provision of
the Village Code to Agreement.
Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 21st day of August, 2012.

Motion to adopt by Councilman Achenberg, second by Councilman Blackburn.

FINAL VOTE AT ADOPTION
Mayor Michael Reckwerdt Yes
Vice Mayor Ken Philipson Yes
Councilman Don Achenberg Yes
Councilman Ted Blackburn Yes
Councilman Dave Purdo Yes

KEN PHILIPSON, VICE MAYOR

ATTEST:

DEBRA E. EASTMAN, MMC
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS:

VILLAGE ATTORNEY
PROFESSIONAL SERVICES AGREEMENT BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
MTS SOFTWARE SOLUTIONS, INC.

THIS AGREEMENT is made between MTS SOFTWARE SOLUTIONS, INC., (hereinafter the “Contractor”), and the Village Council of ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, a Florida municipal corporation, (hereinafter the “Village”).

WHEREAS, the Contractor and the Village, through mutual negotiation, have agreed upon a scope of services, schedule and fee for the design, implementation and migration of the Village’s content management system; and

WHEREAS, the Village desires to engage the Contractor to perform the services described in Exhibit “1” attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows.

1. **Scope of Services/Deliverables.**

1.1 The Contractor shall provide all services/deliverables (“the Work”) as described in Exhibit “1” attached hereto.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for a term of six (6) months. At its sole discretion, the Village shall have an option to renew this Agreement in accordance with the same terms and conditions for one (1) additional six (6) month period. Such renewal shall be effective upon receipt of a written notice from the Village Manager to the Contractor, received no later than thirty (30) days prior to the date of termination.

3. **Compensation and Payment.**

3.1 Contractor shall provide the Village with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

3.2 The Village will issue payment to the Contractor within thirty (30) days after receipt of and approval by the Village Manager or designee of an invoice. No payments shall be due or payable for work not performed or materials not furnished.

3.3 The Contractor shall be compensated at the unit prices specified in Exhibit “1” based upon the actual work completed for the month.
3.4 If a dispute should occur regarding an invoice submitted, the Village Manager may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request from the Finance Director, the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the Village Manager and whose decision shall be final.

4. **Village's Responsibilities**

4.1 The Village will provide access to the Contractor to enter the Village’s Offices as required for Contractor to perform the Work specified in this Agreement.

5. **Contractor's Responsibilities**

5.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by document management firms under similar circumstances. The Contractor accordingly will perform all tasks as provided in Exhibit “1” attached hereto.

5.2 The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement.

5.3 The Contractor shall comply with all federal, state and local laws and ordinances applicable to the Work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

6. **Termination.**

6.1 The Village without cause may terminate this Agreement upon fourteen (14) days written notice to the Contractor.

6.2 Upon receipt of the Village's written notice of termination under paragraph 6.1, Contractor shall stop work on the Work.

6.3 In the event of termination by either party, the Contractor shall be paid for all work performed, delivered and accepted up to the date of receipt of the written notice of termination.
7. **Insurance.**

7.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts as specified below naming the Village as an additional insured entity, underwritten by a firm qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall include a minimum of the following.

7.2 Commercial General Liability. Commercial general liability insurance with limits of liability not less than One Million Dollars ($1,000,000.00).

7.3 Worker’s Compensation and Employer’s Liability Insurance. Workers’ Compensation Insurance for statutory limits as required by applicable State and Federal laws.

7.4 Employer’s Liability Insurance. Employer’s Liability Insurance shall be provided at the statutory coverage amount with a minimum of One Hundred Thousand Dollars ($100,000.00) per accident. The Consultant shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

7.5 Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of One Million Dollars ($1,000,000.00) per person, per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability each. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned Vehicles, Hired and Non-Owned Vehicles and Employers’ non-Ownership.

7.6 Special endorsement for Consequential Damages for loss of property / care custody and control insurance. (See Attachment 1)

7.7 **Certificates of Insurance.** Certificates of insurance shall be provided to the Village at the time of execution of this Agreement as well as certified copies, as requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days written notice shall be provided to the Village before any policy or coverage is cancelled or restricted.

8. **Nondiscrimination.**

8.1 During the term of this Agreement, the Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination
9. **Attorneys Fees and Waiver of Jury Trial.**

9.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

9.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

10. **Indemnification.**

10.1 The Contractor shall defend, indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, directly caused by the Contractor’s negligent acts, errors, or omissions in the performance or non-performance of any provisions of this Agreement, including but not limited to, liabilities arising from contracts between the Contractor and its subcontractors. The Contractor shall reimburse the Village for all its expenses including reasonable attorneys’ fees and costs incurred in and about the defense of any claim or investigation and for any judgment or damages directly caused by the Contractor’s negligent acts, errors, or omissions in the performance or non-performance of this Agreement.

10.2 The provisions of this Section shall survive termination of this Agreement.

11. **Notices/Authorized Representatives.**

11.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by private postal service or by registered or certified mail with postage prepaid return receipt requested, addressed to the parties (or their successors) at the following addresses.

For the Village: Edward Koconis, Village Manager
Islamorada, Village of Islands, Florida
86800 Overseas Highway
Islamorada, FL 33036

For The Contractor: **Earl Voorhees**
MTS Software Solutions, Inc.
225 Executive Drive, Suite 4
Mooresstown NJ, 08057

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12. **Governing Law.**

12.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Upper Keys Division of the Circuit Court or the Southern District of Florida.

13. **Entire Agreement/Modification/Amendment.**

13.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

13.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this Agreement.

14. **Ownership and Access to Records and Audits.**

14.1 The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes.

14.2 The Village may cancel this Agreement for refusal by the Contractor to allow access by the Village Manager or his designee to any records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

15. **Non-assignability.**

15.1 This Agreement shall not be assignable by the Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and personal expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

16. **Severability.**

16.1 If any term or provision of this Agreement, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

17. **Independent Contractor.**

17.1 The Contractor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the Village
with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

18. **Compliance with Laws.**

18.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

19. **Waiver**

19.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement, shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

20. **Survival of Provisions**

20.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

21. **Prohibition Of Contingency Fees.**

21.1 The Contractor warrants that it has not employed or retained any company or person(s), other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

22. **Counterparts**

22.1 This Agreement may be executed in several counterparts, each of which shall be signed by each party and be deemed an original and such counterparts shall constitute one and the same instrument.
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Village, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same and by Contractor by and through its Senior Partner, whose representative has been duly authorized to execute same.

Attest: Debra Eastman, Village Clerk

By: Edward Koconis, Village Manager

Date: 9/4/12

MTS Software Solutions, Inc.

By: Earl Voorhees, General Manager

Date: 8/30/2012

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS ONLY

VILLAGE ATTORNEY
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Village, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same and by Contractor by and through its Senior Partner, whose representative has been duly authorized to execute same.

Attest: Debra Eastman, Village Clerk

ISLAMORADA, VILLAGE OF ISLANDS

By: Edward Koconis, Village Manager

Date: ____________________________

MTS Software Solutions, Inc.

By: ____________________________

Date: ____________________________

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS ONLY

VILLAGE ATTORNEY
Islamorada, Village of Islands
Document Management Agreement

MTS SOFTWARE SOLUTIONS Imaging Overview:

MTS Software Solutions has been serving South Florida for over 20 years. We have over 2,000 clients including our NE operations. Within the Florida Keys we have over 30 customers including most of Monroe County’s offices. Our Support and Service Personnel alone have over 100 years of combined Document Management experience.

STATEMENT OF WORK:

MTS SOFTWARE SOLUTIONS understands that Islamorada Village of Islands is seeking a cost effective solution for the intelligent capture, transformation, and management of your paper-based media. Some of the short and long-term goals and objectives would be to increase productivity, increase efficiency, increase access to information both for Village employees and citizens of the Village, increased disaster preparedness, decreased cost of storage & records management and decreased exposure to litigation. It should be noted that the Village would also be positioned to increase annualized revenue if for the only reason that staff would be free to focus on their core functions. This agreement will have MTS Software Solutions provide the required services in order to capture existing volumes and back-logs. Additionally, we would expect to be called upon to capture at least some plans, blue prints and drawings on an on-going basis. Village employees would then provide similar and required services on a “this point forward” basis for all other record types. Given that, most costs then would be only one-time fees.

Document Preparation:

The goal of document preparation is to ensure the integrity and accuracy of the images, as well as to provide clear and properly oriented output that will speed the data entry process. Careful and consistent document preparation will reduce the number of potential re-scans, speed scanner throughput, and will ultimately allow us to deliver a superior product fast and economically. In all cases, blue prints, plans and drawings of multiple sizes will need to be separated, scanned and indexed separately.

Document Imaging:

Document imaging will be performed on high-speed production level scanners and specially designed equipment for drawings, blueprints and plans, coupled with our state-of-the-art production imaging software. Documents will be scanned at 300dpi unless increased dpi is required for older and yellowed volumes.
Scan operators will visually inspect each image as the documents are processed in order to minimize re-scans. Images that are caught will be re-scanned prior to batch release to the quality control process. Images that are not caught will be fixed during the Quality Control process.

**Document Cleanup:**

Within the conversion process, image cleanup is very important so that MTS Software Solutions can provide the highest quality image possible for each page. During the cleanup process the image will be de-skewed, cropped, and prepared for indexing.

**Document Indexing:**

The index operator will key directly from the documents. Document Indexing will allow you to query on fields that you have required. The fields will include two fields per document type:

1. Permits – Owner Name and Number
2. Village Permits – Address and RE Number (Indexing sheet are included in some folders)
3. Planning – Address and RE Number
4. Payroll – Name and Year
5. Cash Receipts – Month/Year and Revenue Source
6. Grant Files – Hurricane and Folder Information
7. Capitol Project – Folder Information
8. Capitol Assets – Folder Name
9. Payroll Reports – Month
10. Budget – Folder
11. Insurance – Folder
12. Bank Reconciliation - Folder

**Document Quality Control:** MTS Software Solutions performs standard quality control procedures to ensure the accuracy of the indexing.

**Ad hoc during process Retrieval Service:**

This is a very unique service. We have established procedures whereby authorized Village employees can make documentation requests and receive required information via secure access through the web in a standard FTP. They would receive, in most cases and depending upon the number of requests placed on that order, their file requests in 15-30 minutes. This guarantees no down time to your users and end-users and in most cases is more timely then in-house functions.
Implementation & Time line:

A mutually agreeable Start & Completion time line will be agreed upon by parties as well as status reporting intervals and status meeting schedules. MTS Software Solutions would provide a formal and comprehensive Implementation Plan that would include but not be limited to:

1. Responsibility Matrix
2. Timing and Dates
3. Deliverables

Image Packaging:

Once the images have completed the Quality Control process, they are forwarded to a staging area. All tiff images in the staging area will be sorted and transferred to an external drive for transport and import into current document management system.

Costs for Document Services:

<table>
<thead>
<tr>
<th>ITEMS</th>
<th>UNIT PRICE</th>
<th>QUANTITY</th>
<th>TOTAL COST</th>
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<tbody>
<tr>
<td>Scanning of up to 8 1/2&quot; x 11&quot; documents</td>
<td>$0.055/ image</td>
<td>110,000/images</td>
<td>$6,050.00</td>
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<tr>
<td>(Administrative Documents in Boxes)</td>
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<tr>
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<td>842,050/images</td>
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<td>(Administrative Documents in Filing Cabinets)</td>
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<td></td>
<td></td>
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<tr>
<td>MTS SOFTWARE SOLUTIONS Boxing</td>
<td>$2.00 per box</td>
<td>337 Boxes</td>
<td>$674.00</td>
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<tr>
<td>Cost of Empty Boxes</td>
<td>$2.50 per box</td>
<td>337 Boxes</td>
<td>$842.50</td>
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<tr>
<td>Pickup of Boxes</td>
<td>$80.00 per trip</td>
<td>5 trips</td>
<td>$400.00</td>
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<tr>
<td>Total For Administration in Cabinets</td>
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<td></td>
<td>$54,279.25</td>
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<td>ITEMS</td>
<td>UNIT PRICE</td>
<td>QUANTITY</td>
<td>TOTAL COST</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
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<tr>
<td>Scanning of up to 8 ½ x 11 documents (Documents damaged by water in boxes)</td>
<td>$0.078/image</td>
<td>275,900/images</td>
<td>$21,520.20</td>
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<tr>
<td>Scanning of Blue Prints and Plans of up to “E” Size Drawings (Documents that are damaged by water)</td>
<td>$2.00/image</td>
<td>12,000 images</td>
<td>$24,000.00</td>
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<td>Pickup of Boxes</td>
<td>$80.00 per trip</td>
<td>3 trips</td>
<td>$240.00</td>
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<td><strong>Total Document Scanning Services for Permit Files in Boxes</strong></td>
<td></td>
<td></td>
<td><strong>$45,560.20</strong></td>
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<th>QUANTITY</th>
<th>TOTAL COST</th>
</tr>
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<tbody>
<tr>
<td>Scanning of up to 8 ½ x 11 documents (Scanning of Permit Files in Cabinets)</td>
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<td>504,431/images</td>
<td>$27,743.70</td>
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<td>Scanning of Blue Prints and Plans of up to “E” Size Drawings</td>
<td>$1.00/image</td>
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<td>$22,000.00</td>
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<td>MTS SOFTWARE SOLUTIONS Boxing services</td>
<td>$2.00 per box including range index but not including cost of boxes.</td>
<td>350 Boxes</td>
<td>$700.00</td>
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<td>Cost of Boxes</td>
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<td>Pickup of Boxes</td>
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<td>6 trips</td>
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<td></td>
<td></td>
<td><strong>$54,320.86</strong></td>
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

<table>
<thead>
<tr>
<th>Village of Islamorada</th>
<th>MTS Software Solutions Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME: EDUCO KOCONIS</td>
<td>NAME: EARL VOORHEES</td>
</tr>
<tr>
<td>SIGNATURE: Edu Koconis</td>
<td>SIGNATURE:</td>
</tr>
<tr>
<td>TITLE: Village Manager</td>
<td>TITLE: General Manager</td>
</tr>
<tr>
<td>DATE: 9-4-12</td>
<td>DATE: 8/17/2012</td>
</tr>
</tbody>
</table>


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPER STRETCH FOR BUSINESS SERVICES

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

A. The following changes apply to the Standard Property Coverage Form, Additional Coverages, A.4., or to the Special Property Coverage Form, Additional Coverages, A.5.:

1. Blanket Coverage Limit of Insurance

The following Additional Coverage is added:

We will pay up to $350,000 in any one occurrence as a Blanket Coverage Limit of Insurance to apply at each "scheduled premises" to apply to sum of all covered loss under the coverages described in this section A.1.a. through A.1.f. arising out of a single Covered Cause of Loss occurrence. You may apportion this Limit among these coverages as you choose.

This coverage is in addition to any other Limits shown in the Declarations for these coverages.

a. Accounts Receivable

Within the Blanket Coverage Limit of Insurance, we will pay for direct physical loss of or physical damage to your records of accounts receivable on or away from your "scheduled premises", including while in transit.

This Additional Coverage is subject to the provisions of Accounts Receivable, Form SS 04 39, with the exception of the Limit of Insurance provision contained in that form. Accounts Receivable, Form SS 04 39 is made a part of this policy whether or not Accounts Receivable coverage is indicated in the Declarations.

b. Computers and Media

Within the Blanket Coverage Limit of Insurance, we will pay for direct physical loss of or physical damage to your computer systems.

This Additional Coverage is subject to the provisions of Computers and Media, Form SS 04 41, with the exception of the Limit of Insurance provision contained in that form. Computers and Media, Form SS 04 41 is made a part of this policy whether or not Computers and Media coverage is indicated in the Declarations.

c. Debris Removal

Within the Blanket Coverage Limit of Insurance, we will pay for increases under Debris Removal additional limit, C.4.b.

d. Personal Property of Others

Within the Blanket Coverage Limit of Insurance, we will pay for direct physical loss of or physical damage to personal property of others that is in your care, custody or control.

This Additional Coverage is subject to the provisions of Personal Property of Others, Form SS 04 45, with the exception of the statement concerning Limit of Insurance applicable to Personal Property of Others shown in the Declarations, contained in that form. Personal Property of Others, Form SS 04 45 is made a part of this policy whether or not Personal Property of Others coverage is indicated in the Declarations.

e. Temperature Change

Within the Blanket Coverage Limit of Insurance, we will pay for direct physical loss of or physical damage to perishable stock caused by or resulting from a change of temperature or contamination by a refrigerant.
This additional coverage is subject to the provisions of the Temperature Change, Form SS 04 46, with the exception of the Limit of Insurance provision contained in that form. Temperature Change, Form SS 04 46 is made a part of this policy whether or not Temperature Change coverage is indicated in the Declarations.

f. Valuable Papers and Records
Within the Blanket Coverage Limit of Insurance, we will pay for direct physical loss of or physical damage to your valuable papers and records policy records on or away from your "scheduled premises", including while in transit.

This Additional Coverage is subject to the provisions of the Valuable Papers and Records Coverage in form SS 04 47, with the exception of the Limit of Insurance provision contained in that form. Valuable Papers and Records Coverage, Form SS 04 47 is made a part of this policy whether or not Valuable Papers and Records coverage is indicated in the Declarations.

2. Brands and Labels
The following Additional Coverage is added:
In the event of covered physical loss or physical damage to merchandise that is branded or labeled, we will take all or part of the physically damaged property at an agreed or appraised value and we will pay for:

a. Expenses you incur to:

(1) Stamp salvage on the merchandise or its containers, if the stamp will not physically damage the merchandise; or

(2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise and its containers to comply with the law.

b. Any reduction in the salvage value of the physically damaged merchandise as the result of the removal of the brand or label.

This Additional Coverage is included within the Business Personal Property Limit of Insurance.

3. Claim Expenses
The following Additional Coverage is added:
In the event of covered loss or physical damage we will pay up to $10,000 in any one occurrence as an additional Limit of Insurance to cover reasonable expenses incurred by you at our specific request to assist us in:

a. The investigation of a claim or suit; or

b. The determination of the amount of loss, such as taking inventory, or auditing business records.

4. Computer Fraud
The following Additional Coverage is added:
We will pay up to $5,000 in any one occurrence for physical loss of or physical damage to "money", "securities", and other property having intrinsic value resulting directly from computer fraud. Computer fraud means any act of stealing property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside your premises or from a banking institution or similar safe depository, to a person (other than a "messenger") outside those premises or to a place outside those premises.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

5. Contract Penalty
The following Additional Coverage is added:
We will pay up to $1,000 in any one occurrence as a Limit of Insurance to cover contract penalties you are assessed due to your failure to complete a project within the time required as stipulated by contract if the failure to complete the project was caused by or resulted from a Covered Cause of Loss to Covered Property.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

6. Employee Dishonesty (including ERISA)
The following Additional Coverage is added:
We will pay up to $25,000 in any one occurrence as a Limit of Insurance to cover loss from employee dishonesty. This includes ERISA coverage. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

This Additional Coverage is subject to the provisions of the Employee Dishonesty Coverage, Form SS 04 42, with the exception of the Limit of Insurance provision contained in that form. Employee Dishonesty Coverage, Form SS 04 42 is made a part of this policy whether or not Employee Dishonesty Coverage is indicated in the Declarations.

7. Fine Arts
The following Additional Coverage is added:
We will pay up to $50,000 in any one occurrence

Initial
as a Limit of Insurance at each "scheduled premises" to apply to Fine Arts. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

This Additional Coverage is subject to the provisions of Fine Arts Coverage Form, Form SS 04 22, with the exception of the following:

a. The requirement contained under Paragraph A.1., Under A. Coverage, to list and describe Fine Arts in the Declarations or Schedule is deleted when Fine Arts are covered under this Stretch endorsement; and

b. The Limit of Insurance provision does not apply.

c. Paragraph D.1. Valuation is deleted and replaced by the following:
The value of Fine Arts will be the market value at the time of physical loss or physical damage.

Fine Arts Coverage, Form SS 04 22 is made a part of this policy whether or not Fine Arts Coverage is indicated in the Declarations.

8. Forgery

The following Additional Coverage is added:

We will pay up to $25,000 in any one occurrence as a Limit of Insurance to cover loss from forgery of covered instruments, money orders, credit cards, and counterfeit money. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

This Additional Coverage is subject to the provisions of Forgery Coverage, Form SS 04 86, with the exception of the Limit of Insurance provision contained in that form. Forgery Coverage, Form SS 04 86 is made a part of this policy, whether or not Forgery Coverage is indicated in the Declarations.

9. Laptop Computers - Worldwide Coverage

The following Additional Coverage is added:

We will pay up to $10,000 in any one occurrence as a Limit of Insurance to apply to laptop, palmtop, personal digital assistants (PDAs), and similar portable computer equipment and accessories anywhere in the world, including while in transit. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

Limitation: We will not pay for direct physical loss or physical damage caused by, resulting from, arising out of the theft of this property which in transit as checked baggage.

This Additional Coverage is subject to the provisions of Computers and Media, Form SS 04 41, with the exception of the Limit of Insurance provision contained in that form. Computers and Media, Form SS 04 41 is made a part of this policy whether or not Computers and Media coverage is indicated in the Declarations.

10. Off-Premises Utility Services - Direct Damage

The following Additional Coverage is added:

We will pay up to $25,000 in any one occurrence as a Limit of Insurance to apply at each "scheduled premises" to cover direct physical loss or physical damage to Covered Property caused by the interruption of utility services.

This additional coverage is subject to the provisions of Off-Premises Utility Services - Direct Damage, Form SS 40 18, with the exception of the Utility Services Limit of Insurance contained in that form. Off-Premises Utility Services – Direct Damage, Form SS 40 18 is made a part of this policy, whether or not Off-Premises Utility Services – Direct Damage coverage is indicated in the Declarations.

11. Ordinance or Law

The following Additional Coverage is added:

If a covered Cause of Loss occurs to covered Building property, we will pay the following at each "scheduled premises" that are caused by enforcement of any ordinance or law:

a. For loss to the undamaged portion of the Building, within in the Building Limit of Insurance;

b. Up to $25,000 as a Limit of Insurance to cover demolition costs; and

c. Up to $25,000 as a Limit of Insurance to cover increased costs.

This additional coverage is subject to the provisions of Ordinance or Law, Form SS 04 15, which is attached to this policy.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

12. Outdoor Signs

The following Additional Coverage is added and
supersedes any other coverage for signs in this policy:

We will pay up to full value of outdoor signs at each "scheduled premises" to cover direct physical loss of or physical damage to outdoor signs.

This Additional Coverage is subject to the provisions of Outdoor Signs, Form SS 04 44, with the exception of the Limit of Insurance provision and paragraph E. of that form. Outdoor Signs, Form SS 04 44 is made a part of this policy whether or not Outdoor Signs coverage is indicated in the Declarations.

This Additional Coverage is in addition to any recoverable Limits of Insurance applicable to Building or Business Personal Property.

13. Pairs or Sets

The following Additional Coverage is added:

If pairs or sets of stock are damaged by a Covered Cause of Loss, we will pay any reduction in value of the undamaged parts of such damaged pairs or sets.

As used in this Additional Coverage, the term stock means merchandise held in storage or for sale, raw materials, and goods in-process or finished.

This coverage is included within the Business Personal Property Limit of Insurance.

14. Property at Other Premises

The following Additional Coverage is added:

We will pay up to $50,000 in any one occurrence to extend coverage for Business Personal Property at any premises not described in the Declarations.

This includes property that you have sold under an installation agreement and your responsibility continues until the property is accepted by the customer.

This Extension does not apply to:

a. Property in the care, custody or control of your salespersons;

b. Property at any fair or exhibition;

c. Property in transit; or

d. Property temporarily stored at any premises not described in the Declarations.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

15. Salespersons' Samples

The following Additional Coverage is added:

We will pay up to $25,000 in any one occurrence as an additional Limit of Insurance to extend Business Personal Property to cover:

a. Samples of your stock in trade (including containers); and

b. Similar property of others;

but only while such property is in:

(1) Your custody while acting as a sales representative; or

(2) In the custody of your sales representatives or agents.

16. Sewer and Drain Back Up

The following Additional Coverage is added:

We will pay for direct physical loss or physical damage to Covered Property at the "scheduled premises" solely caused by water that backs up from a sewer or drain.

This coverage is included within the Covered Property Limits of Insurance.

This IS NOT FLOOD INSURANCE

We will not pay for water or other materials that back up from any sewer or drain when it is caused by any flood. This applies regardless of the proximity of the flood to Covered Property. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not.

17. Sump Overflow or Sump Pump Failure

The following Additional Coverage is added:

The maximum we will pay is $50,000 in any one occurrence for any loss, including loss of Business Income or Extra Expense, resulting from physical loss or physical damage to Covered Property that is caused by or resulting from water that overflows due to the failure of a sump pump, sump pump well, or any other type of system designed to remove subsurface water from the foundation area to operate if the failure is directly or indirectly the result of a Covered Cause of Loss. Failure means an abrupt cessation of normal functioning. This Limit of Insurance is the maximum we will pay regardless of any other coverage provided under this policy.

This Additional Coverage is subject to the terms and conditions of this policy with the exception of:

a. Paragraph B.1.f., Power Failure, of the Standard Property Coverage Form and

Initial
Paragraph B.1.d., Power Failure, of the Special Property Coverage Form; and


THIS IS NOT FLOOD INSURANCE

We will not pay for water or other materials that overflow from a sump when the overflow is caused by any flood. This applies regardless of the proximity of the flood to Covered Property. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not that enters the sewer or drain system.

18. Tenant Building and Business Personal Property Coverage - Required by Lease

The following Additional Coverage is added:

The maximum we will pay in any one occurrence is $20,000 as a Limit of Insurance to apply to direct physical loss of or physical damage to Building and Business Personal Property for which you have a contractual responsibility to insure. This includes building fixtures, machinery and equipment.

19. Transit Property in the Care of Carriers for Hire

The following Additional Coverage is added:

We will pay up to $25,000 in any one occurrence as a Limit of Insurance to apply to direct physical loss of or physical damage to property while in transit at your risk.

This Additional Coverage is subject to the provisions of Transit Property in the Care of Carriers for Hire, Form SS 04 30, with the exception of the Limit of Insurance provision contained in that form. Transit Property in the Care of Carriers for Hire, Form SS 04 30 is made a part of this policy whether or not Transit Property in the Care of Carriers for Hire is indicated in the Declarations.

20. Unauthorized Business Card Use

The following Additional Coverage is added:

The maximum we will pay in any one occurrence is $5,000 as a Limit of Insurance to cover loss resulting from the theft or unauthorized use of your Business Credit, Debit or Charge Cards, including the reasonable legal expenses you incur.

The Business Credit, Debit or Charge Cards must be issued to you or registered in your name or the business name.

Limitation. We will not pay for the theft or unauthorized use of Business Credit, Debit or Charge Cards entrusted to others or your employees.

B. The following changes apply to the Standard Property Coverage Form, Coverage Extensions, A.5., or to the Special Property Coverage Form, Coverage Extensions, A.6. The Limits of Insurance stated in the paragraphs below replace the Limits of Insurance stated in the Standard Property Coverage Form or the Special Property Coverage Form for the coverages provided under this section. Except as otherwise stated, any other Limit of Insurance purchased under this policy as an option for the following coverages is in addition to the Limit of Insurance stated below:

1. Newly Acquired or Constructed Property

The following changes are made to Newly Acquired or Constructed Property:

a. Building

(1) The most we will pay in any one occurrence in subparagraph (1) is increased from $500,000 to $1,000,000 at each premises.

(2) The Limit of Insurance stated above is the maximum Limit of Insurance available for this coverage under this policy.

b. Business Personal Property

(1) The most we will pay in any one occurrence in subparagraph (2) is increased from $250,000 to $500,000 at each premises.

(2) The Limit of Insurance stated above is the maximum Limit of Insurance available for this coverage under this policy.

c. Business Income and Extra Expense

(1) If Business Income or Extra Expense is provided under this policy, the most we will pay in any one occurrence in subparagraph (3) is increased from $50,000 to $500,000 at each premises.

(2) The Limit of Insurance stated above is the maximum Limit of Insurance available for this coverage under this policy.

2. Outdoor Property

In the Outdoor Property Coverage Extension, the most we will pay in any one occurrence is increased to $25,000, but not more than $1,000 for any one tree, shrub or plant.

Initial
3. **Personal Effects**

In the Personal Effects Coverage Extension, the most we will pay in any one occurrence is increased from $10,000 to $60,000 at each "scheduled premises."

The Limit of Insurance stated above is the maximum Limit of Insurance available for this coverage under this policy.

4. **Property Off-Premises**

In the Personal Property Off-Premises Coverage Extension, the most we will pay in any one occurrence in subparagraph A.6.h.(2) is increased from $2,500 to $50,000.

C. The following changes apply only if Business Income and Extra Expenses are covered under this policy. These changes apply to the Standard Property Coverage Form, Additional Coverages, A.4., or to the Special Property Coverage Form, Additional Coverages, A.5.:  

1. **Business Income Extension for Off-Premises Utility Services**

   The following Additional Coverage is added:

   We will pay up to $50,000 in any one occurrence as a Limit of Insurance to apply at each "scheduled premises" to cover loss of Business Income and Extra Expense caused by or resulting from the interruption of utility services. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

   This additional coverage is subject to the provisions of Business Income Extension for Off-Premises Utility Services, Form SS 04 19, with the exception of the Limit of Insurance provision contained in that form. Business Income Extension for Off-Premises Utility Services, Form SS 04 19 is made a part of this policy whether or not Business Income Extension for Off-Premises Utility Services coverage is indicated in the Declarations.

2. **Business Income Extension for Web Sites**

   The following Additional Coverage is added:

   We will pay up to $50,000 in any one occurrence as a Limit of Insurance to cover loss of Business Income you sustain due to the necessary interruption of business operations caused by or resulting from direct physical loss of or physical damage to your Web Site operation at the premises of a vendor acting as your service provider. Such interruption must be caused by or result from a Covered Cause of Loss.

   a. **Coverage Time Period**

      We will only pay for loss you sustain during the 7 day period immediately following the first 12 hours after the Covered Cause of Loss.

   b. **Conditions**

      This coverage applies only:

      (1) If you have a back-up copy of your Web Page stored at a location other than the site of the Web Site vendor.

      (2) To the extent that Business Income is permanently lost.

   This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

3. **Business Income from Dependent Properties**

   The following Additional Coverage is added:

   We will pay up to $50,000 in any one occurrence as a Limit of Insurance to apply loss of Business Income and Extra Expense due to direct physical damage at the premises of a dependent property caused by or resulting from a Covered Cause of Loss. This Limit of Insurance is in addition to any other Limit shown in the Declarations for specific Dependent Properties.

   This additional coverage is subject to the provisions of Business Income from Dependent Properties, Form SS 04 78, with the exception of the Limit of Insurance provision contained in that form. Business Income from Dependent Properties, Form SS 04 78 is made a part of this policy whether or not Business Income from Dependent Properties coverage is indicated in the Declarations.

   There is no requirement for Dependent Properties to be scheduled for the coverages provided by this Stretch endorsement to apply.

4. **Extended Business Income**

   Extended Business Income Additional Coverage, paragraph 4.j.(1)(b)(ii) of the Standard Property Coverage Form and paragraph 5.r.(1)(b)(ii) of the Special Property Coverage Form is amended to read as follows:

   (b) 120 consecutive days after the date determined in (a) above.

D. The following change applies only to the Special Property Coverage Form:

**Precious Metal Theft Payment Changes**

The following changes apply to Limitation A.4.e.: 

Initial
1. In subparagraph (2), the most we will pay for loss or damage by theft of bullion, gold, silver, platinum and other precious alloys and metals is increased to $25,000.

2. In subparagraph (3), the most we will pay for loss or damage by theft of patterns, dies, molds, and forms, is changed to be included within the Business Personal Property Limit of Insurance.

E. The following changes apply to Paragraph E.5.d., Loss Payment, of the Standard Property Coverage Form and the Special Property Coverage Form:

1. Valuation Changes

The following are added to Paragraph E.5.d.:

(10) Commodity Stock

We will determine the value of merchandise and raw materials that are bought and sold at an established market exchange. We will determine the value at:

(a) The posted market price as of the time and place of loss;

(b) Less discounts given and expenses you otherwise would have had.

(11) "Finished Stock"

We will determine the value of goods that you have manufactured at the selling price less discounts given and expenses you otherwise would have had.

(12) Mercantile Stock - Sold

We will determine the value of goods you have sold but not delivered at the selling price less discounts given and expenses you otherwise would have had.

Earl Voorhees
General Manager
MTS Software Solutions Inc.

8/30/2012
SUPER STRETCH FOR BUSINESS SERVICES SUMMARY

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Super Stretch for Business Services Coverage form SS 40 05 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 40 05 to determine the scope of your insurance protection.

The Limits of Insurance for the following Additional Coverages are in addition to any other limit of insurance provided under this policy:

<table>
<thead>
<tr>
<th>Blanket Coverage Limit of Insurance: $350,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blanket Coverages</td>
</tr>
<tr>
<td>Accounts Receivable- On/Off Premises</td>
</tr>
<tr>
<td>Computers and Media</td>
</tr>
<tr>
<td>Debris Removal</td>
</tr>
<tr>
<td>Personal Property of Others</td>
</tr>
<tr>
<td>Temperature Change</td>
</tr>
<tr>
<td>Valuable Papers and Records- On/Off Premises</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brands and Labels</td>
<td>Up to Business Personal Property Limit</td>
</tr>
<tr>
<td>Claim Expenses</td>
<td>$10,000</td>
</tr>
<tr>
<td>Computer Fraud</td>
<td>$5,000</td>
</tr>
<tr>
<td>Contract Penalty</td>
<td>$1,000</td>
</tr>
<tr>
<td>Employee Dishonesty (including ERISA)</td>
<td>$25,000</td>
</tr>
<tr>
<td>Fine Arts</td>
<td>$50,000</td>
</tr>
<tr>
<td>Forgery</td>
<td>$25,000</td>
</tr>
<tr>
<td>Laptop Computers- Worldwide Coverage</td>
<td>$10,000</td>
</tr>
<tr>
<td>Off-Premises Utility Services – Direct Damage</td>
<td>$25,000</td>
</tr>
<tr>
<td>Ordinance or Law Coverage</td>
<td>Included in Building Limit</td>
</tr>
<tr>
<td>Undamaged Portion</td>
<td>$25,000</td>
</tr>
<tr>
<td>Demolition Cost</td>
<td>$25,000</td>
</tr>
<tr>
<td>Increased Cost of Construction</td>
<td></td>
</tr>
<tr>
<td>Outdoor Signs</td>
<td>Full Value</td>
</tr>
<tr>
<td>Pairs or Sets</td>
<td>Up to Business Personal Property Limit</td>
</tr>
<tr>
<td>Property at Other Premises</td>
<td>$50,000</td>
</tr>
<tr>
<td>Salespersons’ Samples</td>
<td>$25,000</td>
</tr>
<tr>
<td>Sewer and Drain Back Up</td>
<td>Included up to Covered Property Limits</td>
</tr>
<tr>
<td>Sump Overflow or Sump Pump Failure</td>
<td>$50,000</td>
</tr>
<tr>
<td>Tenant Building and Business Personal Property</td>
<td>$20,000</td>
</tr>
<tr>
<td>Coverage-Required by Lease</td>
<td></td>
</tr>
<tr>
<td>Transit Property in the Care of Carriers for Hire</td>
<td>$25,000</td>
</tr>
<tr>
<td>Unauthorized Business Card Use</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

Form SS 84 32 09 07  © 2007, The Hartford

Initial
The Limits of Insurance for the following Coverage Extensions are a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newly Acquired or Constructed Property - 180 Days</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Building</td>
<td>$500,000</td>
</tr>
<tr>
<td>Business Personal Property</td>
<td>$500,000</td>
</tr>
<tr>
<td>Business Income and Extra Expense</td>
<td>$25,000 aggregate/ $1,000 per item</td>
</tr>
<tr>
<td>Outdoor Property</td>
<td>$60,000</td>
</tr>
<tr>
<td>Personal Effects</td>
<td>$50,000</td>
</tr>
<tr>
<td>Property Off-Premises</td>
<td></td>
</tr>
</tbody>
</table>

The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Income Extension for Off-Premises Utility Services</td>
<td>$50,000</td>
</tr>
<tr>
<td>Business Income Extension for Web Sites</td>
<td>$50,000/ 7 days</td>
</tr>
<tr>
<td>Business Income from Dependent Properties</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

The following Limit of Insurance for the following Business Income Coverage is a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extended Business Income</td>
<td>120 Days</td>
</tr>
</tbody>
</table>

The following changes apply only if the Special Property Coverage Form applies to this policy. The Limits of Insurance for the following Additional Coverages are a replacement of the limit of insurance provided under the Special Property Coverage form:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Precious Metal Theft Payment Changes</td>
<td>$25,000</td>
</tr>
<tr>
<td>Theft of Patterns, Dies, Molds and Forms</td>
<td>Up to Business Personal Property Limit</td>
</tr>
</tbody>
</table>

The following changes apply to Loss Payment Conditions:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valuation Changes</td>
<td></td>
</tr>
<tr>
<td>Commodity Stock</td>
<td>Included</td>
</tr>
<tr>
<td>&quot;Finished Stock&quot;</td>
<td>Included</td>
</tr>
<tr>
<td>Mercantile Stock - Sold</td>
<td>Included</td>
</tr>
</tbody>
</table>

Earl Voorhees  
General Manager  
MTS Software Solutions Inc.

Initial

8/30/20XX
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)**: 9/4/2012

**PRODUCER**
Keyes Coverage Insurance
5900 Hiatus Road
Tamarac FL 33321

**INSURED**
MTS Software Solutions, Inc. & PMI Imaging Systems
225 Executive Drive
Suite 4
Moorestown NJ 08057

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURER(S) AFFORDING COVERAGE</th>
<th>NAIC #</th>
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<tbody>
<tr>
<td>Insurer A: Hartford Casualty Insurance Co</td>
<td>29424</td>
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<tr>
<td>Insurer B: Sentinel Ins Co</td>
<td>22403</td>
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<tr>
<td>Insurer C: Hartford Underwriters Ins Co</td>
<td>30104</td>
</tr>
</tbody>
</table>

**CERTIFICATE NUMBER:** 1506370047

**REVISION NUMBER:**

**INSURER**

<table>
<thead>
<tr>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL/SUBR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>Y</td>
<td>21SBAU09883</td>
<td>9/18/2011</td>
<td>9/18/2012</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td></td>
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<td>DAMAGE TO RENTED PREMISES (Ex occurrence) $300,000</td>
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<td>MED EXP (Any one person) $10,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>GENERAL AGGREGATE $2,000,000</td>
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<td>PRODUCTS - COMM/OP AGG $2,000,000</td>
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<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>Y</td>
<td>214KEC05350</td>
<td>9/18/2011</td>
<td>9/18/2012</td>
<td>COMBINED SINGLE LIMIT (Ex accident) $1,000,000</td>
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<td>BODILY INJURY (Per person) $</td>
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<td></td>
<td>BODILY INJURY (Per accident) $</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>COMP DED $500</td>
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<td>COLLISION DED $500</td>
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<tr>
<td>A</td>
<td>UMBRELLA LIMIT</td>
<td>X OCCUR</td>
<td>21SBAU09883</td>
<td>9/18/2011</td>
<td>9/18/2012</td>
<td>EACH OCCURRENCE $5,000,000</td>
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<tr>
<td></td>
<td>EXCESS LIMIT</td>
<td>CLAIMS-MADE</td>
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<td>9/18/2012</td>
<td>AGGREGATE $5,000,000</td>
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<td>9/18/2011</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>9/18/2012</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
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<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
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<td>PROFESSIONAL LIABILITY</td>
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<td>DS UCG2617568.11</td>
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<td>6/13/2012</td>
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<td>EACH CLAIM $1,000,000</td>
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<td>DEDUCTIBLE PER CLAIM $25,000</td>
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**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES**
(Attach ACORD 191, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

ISLAMORADA, VILLAGE OF THE ISLANDS
86800' OVERSEAS HIGHWAY
ISLAMORADA FL 33036

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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