

COMMUNITY DEVELOPMENT AUTHORITY  
CITY OF WEST ALLIS  
RESOLUTION NO. 1362  
DATE ADOPTED September 8, 2020

Resolution to consider the purchase of three kiosks and service agreement to support the operations of the West Allis City Hall Customer Service Center from DynaTouch Interactive Technologies in an amount not to exceed \$96,820

WHEREAS, the Community Development Authority of the City of West Allis (CDA) as a Section 8 Housing Choice Voucher Program that is supported by a grant from Housing and Urban Development (HUD) to provide rent assistance to low income individuals and veterans in order to obtain quality affordable housing; and,

WHEREAS, the Section 8 Housing Choice Voucher Program is managed by the Community Development Authority of the City of West Allis and functions as the Housing Authority and as a result of the impacts of the national pandemic, implemented service delivery changes for participants and explored ideas on how to best meet participant and program needs with the implementation of the new Customer Service Center at City Hall; and,

WHEREAS, the Section 8 Housing Choice Voucher Program receives a fee for servicing each participant of the Voucher Program and has successfully operated with an Administrative Fee surplus and has formed an Administrative Fee Reserve Fund that can be used only for Section 8 service or administrative purposes; and,

WHEREAS, the CDA received an additional \$67,140 under the Cares Act Round One and \$75,954 under the Cares Act Round Two to support efforts to streamline the service aspect of the voucher program relative to COVID; and,

WHEREAS, the kiosks have a capacity to incorporate other service delivery options for additional City services; and,

WHEREAS, the CDA received a quote from DynaTouch Interactive Technologies in the amount of \$96,820 that includes a 2-year service agreement, hereby attached as Exhibit A – Quote, for two kiosks to be placed at City Hall and one at the Health Department; and,

WHEREAS, the total budget for the three kiosks is \$96,820, and is appropriated from the Section 8 Administrative Reserve Fee and Cares Act funds; and,

WHEREAS, the Executive Director and Director of IT, recommends the purchase and implementation of the kiosks program.

NOW, THEREFORE, BE IT RESOLVED by the CDA of the City of West Allis as follows:

1. That the purchase of three kiosks is authorized.
2. That the amount of \$96,820 be allocated from the Section 8 Administrative Reserve Fee and Cares Act funds.

3. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

Approved:   
John F. Stibal, Executive Director/Secretary  
Community Development Authority

cc: Department of Development  
Finance Department  
City Administrator

## TIPS™ Public Housing Authority OneStop | COVID Response Kiosk

### West Allis Housing Authority

**Prepared For:**

GSA# GS-35F-306CA

**Quote No:**

Robert Barwick | Senior Buyer

West Allis Housing Authority

414-302-8303 | rbarwick@westalliswi.gov

**Quote Date:** 08/24/20

**Quote Type:** GSA Sch70

**Prepared By:**

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**Proprietary Notice:**

This document includes information that shall not be disclosed outside the relationship between DynaTouch Corporation and the person, agency, or organization (the "Client") to which this document has been issued. This document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the information contained within.



	Qty
Kiosks/Workstations Supplied by Client	0
TIPS Kiosk (Premium PHA OneStop Model)	3
<b>Total #Kiosks</b>	<b>3</b>
<b>Total #Sites</b>	<b>1</b>
Include Webcam?	Yes
Include Signature Pad?	Yes
Include On-Site Training by DynaTouch?	No
Include TIPS Housing Portal Scanning Module?	No
Include TIPS Form, Scanning & Email Module?	Yes
Include TIPS Survey Option?	No
Kiosk Hardware, Software & Support	\$67,138
Customization Services	\$5,586
Implementation & Deployment Services	\$3,515
<b>TOTAL BASE PERIOD</b>	<b>\$76,239</b>
<i>#of Warranty/Subscription Years Included Above</i>	<b>1</b>
<b>ADDITIONAL / OPTION YEAR</b>	<b>\$9,917</b>
<b>TOTAL w/ 1 ADDITIONAL YEAR</b>	<b>\$86,156</b>
<b>TOTAL w/ 2 ADDITIONAL YEARS</b>	<b>\$96,820</b>
<b>TOTAL w/ 3 ADDITIONAL YEARS</b>	<b>\$108,604</b>
<b>TOTAL w/ 4 ADDITIONAL YEARS</b>	<b>\$121,882</b>

**- No Resident Portal available**  
**- Forms to be provided by Client**

(Rough Order Magnitude Estimate.)

Estimated Delivery: 8-12 Weeks ARO (a firm delivery date will be confirmed upon receipt of order)

**GSA Schedule: GS-35F-306CA (Exp. 05/2025) | Payment Terms: 1%/10 Net 30**

## Bill of Materials

Description	Qty	Unit	
<b>Kiosk Hardware, Software &amp; Support</b>			
<b>Hardware</b>			
<b>TIPS Kiosk (Premium PHA OneStop Model)</b>	3	Each	
<u>Options Available for this model:</u>			
- Wide format thermal printer w/ retractor mechanism	3	Each	Included
- Metal shelving for laser or thermal printer	3	Each	Included
- Dual Flatbed/Multi-page scanner	3	Each	Included
- Integrated FHD webcam and microphone	3	Each	Included - Client provides Video Conference SW
- Digital Signature capture pad	3	Each	Included
- Print and install vinyl graphic for lower front	3	Each	Included
<b>Software</b>			
<b>Software Licenses</b>			
TIPS Pro Plus (Kiosk Management Software)	3	Each	
Include TIPS Housing Portal Scanning Module?	0	Each	No Housing Resident Portal available
- Provide secure Document Uploading to active Resident Web Portal			
- No Resident Portal available			
Include TIPS Form, Scanning & Email Module?	1	Lot	For use if No Resident Portal is available
- Includes initial set up & configuration for up to 10 total pages of forms			
- List Forms Here: _____, _____, _____			
<b>Software Subscriptions (Software as a Service)</b>		1	Year(s)
TIPS Cloud™ Bundle (Kiosk Administration Portal)	3	Each	
<u>Content Modules</u>			
TIPS eGov OneStop™ Content Modules (includes SSA Express, HUD Express, IRS OneStop)	3	Each	
<b>Technology Sustainment Package</b>	1	Year(s)	
<b>Core Support</b>			
Live Help Desk Support (Mon-Fri, 7am-7pm)	3	Each	
TIPS Kiosk Management Software Maintenance	3	Each	
<b>Kiosk Hardware Support</b>			
Component Repair/Replacement	3	Each	
On-Site Maintenance Support for Kiosk (CONUS)	3	Each	Included
Proactive Remote Monitoring	0	Each	Not Included
<b>Additional Support</b>			
Post-Installation Professional Services	12	Hours	
<b>Customization Services</b>			
<b>Content Customization Packages (see Page 4 below for details)</b>			
Content Customization Package 1	0	Lot	Not Included
Content Customization Package 2	1	Lot	Included
Content Customization Package 3 (Multi-Language Options)	0	Lot	Not Included
<b>Signage Customization</b>			
Services to Create Custom Kiosk Signage Artwork	1	Set(s)	Included
<b>AT (Assistive Technology) Kiosk Upgrade: Standard Package</b>			
JAWS® for Windows Screen Reading Software	0	Each	Not Included
ZoomText Magnifier Software	0	Each	Not Included
Upgrade: Integrated AT rugged keyboard	0	Each	Not Included
Upgrade: Audiocomm Module (audio output for personal headset)	0	Each	Not Included
<b>AT (Assistive Technology) Professional Services</b>			
AT Upgrade Solution Design & Additional Programming	0	Lot	Not Included
<b>Implementation &amp; Deployment Services</b>			
<b>Standard Services</b>			
Hardware/Software/Content Integration & Testing (Standard Kiosk)	3	Each	
Site Coordination by Project Manager	1	Site(s)	
On-Site Hardware Setup & Installation by Local Technician	3	Each	
Webinar Training by DynaTouch Professional	1	Each	
<b>Additional Services</b>			
On-Site Training by DynaTouch Professional (CONUS)	0	Each	Not Included
Telephone Support for On-Site Setup/Installation by Others	0	Each	Included

## Renewal / Option Years

Description	Qty	Unit	
<b>Subscriptions &amp; Ongoing Support Services</b>			
<b>Core Support</b>	3	Each	
Live Help Desk Support (Mon-Fri, 7am-7pm)			
TIPS Kiosk Management Software Maintenance			
<b>Kiosk Hardware Support</b>			
Component Repair/Replacement	3	Each	Included, Optional
On-Site Maintenance Support for Kiosk (CONUS)	3	Each	Included, Optional
Proactive Remote Monitoring	0	Each	Not Included
<b>Software Subscriptions (Software as a Service)</b>			
TIPS Cloud™ Bundle (Kiosk Administration Portal)	3	Each	
Include TIPS Housing Portal Scanning Module?	0	Each	Not Included
Include TIPS Form, Scanning & Email Module?	1	Lot	
<b>Survey Software</b>			
TIPS Survey™ User Interface Module	0	Each	
TIPS Survey™ Admin Module	0	Each	
<b>Content Modules</b>			
TIPS eGov OneStop™ Content Modules <i>(includes SSA Express, HUD Express, IRS OneStop)</i>	3	Each	
<b>Additional Support</b>			
Post-Installation Professional Services	9	Hours	Included, Optional

## Kiosk Hardware

### TIPS Kiosk (Premium PHA OneStop Model)

#### Enclosure

- Metal kiosk enclosure w/ sideshelf, durable scratch resistant powdercoat finish
- Standard powdercoat color config (White front, Silver sides, Black accent)
- Amplified dual-speaker sound system
- External audio headset connector
- Hinged front access panel
- Lock and key access
- All data and power cables, surge suppressors, vents, fans
- Cabinet Dimensions: 60" tall x 36" wide x 20" deep

#### Standard Components / Peripherals

- 22" LCD monitor w/ touchscreen and Privacy Filter
- Small form factor PC w/ high-speed Intel processor and Windows 10 Pro (64 bit)
- Integrated rugged keyboard w/ trackball
- 802.11 wireless connectivity

#### Packing/Shipping/Handling

- Packaging/Handling (for Continental U.S. delivery)
- Shipping (Continental U.S., inside delivery)

### Standard equipment included on this model

- Webcam with integrated microphone
- Digital Signature capture pad
- Wide format thermal printer w/ retractor mechanism
- Internal bin for retracted thermal printer paper
- Combination Multipage and Flatbed document scanner



## Site Requirements

Every system DynaTouch supplies consists of proven, highly reliable components utilized on some of the largest, most successful kiosk projects in the world, with the functionality needed to assure long-term success. Site requirements for the models above are as follows:

- Indoor environment; 45°F to 95°F operating range; 20% to 80% relative humidity
- 110 VAC, 50/60 Hz, 10 amp (max) power outlet within 3' of Kiosk location
- Internet connectivity
  - wired: RJ45 connector within 3' of Kiosk location
  - wireless: existing wireless infrastructure
- Ample visibility, user traffic and easy access
- Nearby oversight by location staff, if practical

## Content Customization Packages

Includes services to create a professionally designed graphical user interface for the TIPS™ Public Housing Authority OneStop kiosk solution with unique Client-specified requirements for the Attract Loop Graphics, Mainmenu/Landing Page and Sub-Menu Displays. Pricing is estimated based on the specific items and quantities listed below. Should the system design and configuration requirements identified during the Preliminary Design Discussion exceed this allowance, additional charges may apply and a firm estimate will be provided before proceeding.

Description	Qty	Unit	
<b>Content Customization Package 1</b>	<b>40</b>	<b>Hours</b>	
Project Kickoff, Preliminary Design Discussions, Content Coordination	1	Lot	
Customized Skin (Nav Bar, Button Set, Status Bar)	1	Set(s)	
Create Custom Attract Loop Graphics / Digital Signage	3	Each	English Only
Create Custom Mainmenu/Landing Page, Templates & Stylesheets	1	Set(s)	English Only
Create Custom Sub-Menus w/ Pre-Set Buttons and Links	5	Each	English Only
<b>Content Customization Package 2</b>	<b>52</b>	<b>Hours</b>	
Project Kickoff, Preliminary Design Discussions, Content Coordination	1	Lot	
Customized Skin (Nav Bar, Button Set, Status Bar)	1	Set(s)	
Create Custom Attract Loop Graphics / Digital Signage	3	Each	English Only
Create Custom Mainmenu/Landing Page, Templates & Stylesheets	1	Set	English Only
Create Custom Sub-Menus w/ Pre-Set Buttons and Links	10	Each	English Only
<b>Content Customization Package 3 (Multi-Language Options)</b>	<b>64</b>	<b>Hours</b>	
Project Kickoff, Preliminary Design Discussions, Content Coordination	1	Lot	
<b>Create Custom Content, English</b>			
Customized Skin (Nav Bar, Button Set, Status Bar)	1	Set(s)	
Create Custom Attract Loop Graphics / Digital Signage	3	Each	
Create Custom Mainmenu/Landing Page, Templates & Stylesheets	1	Set	
Create Custom Sub-Menus w/ Pre-Set Buttons and Links	10	Each	
<b>Content Customization, Foreign Language #1</b>			
Create Spanish version of content above (translation by Client)	0	Set(s)	Not Included
Create Spanish version of content above (translation by DynaTouch)	1	Set(s)	Included, DynaTouch Supplied Translation
<b>Content Customization, Foreign Language #2</b>			
Create _____ version of content above (translation by Client)	0	Set(s)	Not Included
Create _____ version of content above (translation by DynaTouch)	0	Set(s)	Not Included
<b>Content Customization, Foreign Language #3</b>			
Create _____ version of content above (translation by Client)	0	Set(s)	Not Included
Create _____ version of content above (translation by DynaTouch)	0	Set(s)	Not Included



## SERVICES, SUPPORT AND TERMS & CONDITIONS

DynaTouch, 9901 Broadway, San Antonio, TX 78217  
sales@dynatouch.com | www.dynatouch.com | (210) 828-8343

# West Allis Housing Authority

### Pre-Shipment Hardware/Software/Content Integration & Testing

DynaTouch assembles, integrates and tests all kiosk and tablet hardware components in house, then installs all software and content prior to shipment. to assure plug-and-play readiness upon delivery. Pre-shipment services include, but are not limited to:

- Installation of necessary hardware drivers, certificates, etc.
- Installation of all peripheral devices
- Installation of kiosk signage
- Pre-installation hardware QA/QC
- Pre-installation software/content QA/QC

### Project Management & Site Coordination (Pre-Installation)

A highly qualified, experienced team member will be assigned as Project Manager to ensure that your kiosks arrive on time and on budget. The Project Manager will work closely with the Program Manager to identify and document the details (graphical, technical and informational) required to provide the kiosk functionality you need. Upon finalizing the design and throughout the production phase, the Project Manager will coordinate activities of DynaTouch graphic designers, data entry personnel, hardware technicians, programmers, and assistive technology SMEs, to ensure that your kiosk meets or exceeds all requirements.

The Project Manager will also provide site coordination with the local Client Site Manager, kiosk shipping company and kiosk installation technician, to include:

- 1) Advising Client on requirements for system installation 3
- 2) Verifying site readiness prior to installations, including Internet service
- 3) Coordinating schedules for on-site technicians, based on Client availability and preferences

### Kiosk Hardware Setup & Installation (Included) 3

This option includes services to unpack and position the kiosk, validate unit is operational and perform diagnostics (no training included). The Client is responsible for establishing and confirming all network connections and completing other physical site preparations (power, network connections, etc.) by an agreed upon date.

### Telephone Support for Hardware Setup & Installation by Others (Not Included)

- Use Existing Resident Portal

This option includes telephone support from an experienced DynaTouch technician for setup and installation by others.

### On-Site Training by DynaTouch Professional (Optional, Not Included)

This option includes on-site professional instruction by an experienced DynaTouch team member on how to use the TIPS administrative software included in the solution. If hardware is supplied by DynaTouch, training also includes instruction on the day-to-day upkeep and operation of system hardware.

### Webinar Training (Optional, Included)

This option includes professional instruction by an experienced DynaTouch team member via webinar on how to use the TIPS administrative software included in the solution.

## Ongoing Support Services

### Standard Warranty

All TIPS kiosks are delivered with a full-service (parts and labor) warranty on all hardware for a period of one (1) year from the date of shipment. Extended warranties are also offered and may be included in the price quote. All costs associated with the repair or replacement of hardware components are covered, including parts and labor, with the exception of damage due to improper use, vandalism or acts of nature. Non-covered repairs are subject to additional time-and-materials charges, based on prevailing rates. (NOTE: Does not include normal day-to-day upkeep and operation of the kiosk, including replenishing the printer paper supply, correcting paper jams, cleaning the monitor or other kiosk surfaces, etc.).

### Core Support

#### Live Help Desk Support for Kiosk Software

During the warranty or support service period, unlimited help desk support is provided, Monday-Friday (excluding major holidays), 7am-6pm U.S. Central Time. Weekend or extended service coverage can be provided upon request. The DynaTouch Help Desk is staffed with experienced, top-level technical support representatives. Representatives will respond to faxes, emails, or voice messages as soon as possible after receipt, but no later than within four (4) business hours. In all cases, the DynaTouch team will proactively determine whether any problem resolution should be applied to other kiosks.

### Software Assurance/Maintenance

Software assurance/maintenance is provided for all TIPS software during the covered warranty, maintenance and/or subscription periods. Software updates/upgrades are provided as they are released.

### Subscription to TIPS Cloud - Kiosk Administration Portal

Password-protected web-based account where authorized administrators can submit problem notices, view system status, upload new attract loop graphics savers, manage authorized URLs, and view/print usage data.

- o System Status Data Processing & Reporting
- o Usage Data Processing & Reporting
- o Attract Loop Graphics Management
- o Authorized URL Editor

## **Hardware Support**

### Component Repair/Replacement

Includes services to repair or replace any/all kiosk components supplied by DynaTouch during the warranty/maintenance period. Costs to resolve problems of any kind, including all parts, labor and other expenses are fully covered, with the exception of damage due to improper use, vandalism or acts of nature. Non-covered repairs are subject to additional time-and-materials charges, based on prevailing rates. Services do not include routine operation and upkeep of the system, such as cleaning the LCD, calibrating the touchscreen, replenishing the printer paper supply, correcting paper jams, etc. In cases where repair or replacement of equipment is not possible due to obsolescence, DynaTouch may opt to discontinue maintenance and refund all charges for the remaining term. In such cases, DynaTouch will propose and customer will have the option of upgrading obsolete equipment at an additional cost.

### On-Site Hardware Maintenance Support (U.S. Only)

If included in price quote, local technicians authorized by DynaTouch will provide on-site repair or replacement of covered components. On-site services are available for any customer site within a 25-mile radius of a major metropolitan area within the U.S. or other designated service area. On-site response by a DynaTouch technician or service affiliate is guaranteed within 12 business hours, 9 a.m. to 5 p.m. Central Time, Monday through Friday, excluding major holidays (morning calls responded to by next business day, afternoon calls on or before second business day following). Customer agrees to put forth reasonable efforts to help identify and, if possible, correct problems prior to dispatch of service personnel to the kiosk location, in order to expedite remediation.

### Depot Hardware Maintenance Support

If on-site services are not included (see above), components diagnosed as malfunctioning must be shipped prepaid, at customer expense, to our facility in San Antonio, Texas or other designated point of service. Most replacement parts are kept in stock, allowing for the repair or replacement to be completed and ready for return shipment within 1-2 days of receipt. Customer is required to pay inbound freight only; return freight by DynaTouch is included. Comprehensive telephone assistance and instructions are provided in all cases.

### Proactive Remote Monitoring Services

If included in the price quote, DynaTouch Customer Service personnel will provide proactive services to monitor system uptime and operating status, and notify appropriate personnel if problems arise.

## **Software Subscriptions (Software as a Service) & Hosting Services**

Includes annual renewal subscriptions for software and optional content modules, as well as hosting services for associated display, editing and reporting tools.



## Antivirus, Security & Patch Management

DynaTouch installs all the latest operating system updates on new kiosk computers prior to shipment. Due to the ever-changing vulnerabilities associated with Microsoft operating systems, local kiosk administrator(s) are responsible for updating their installed kiosks with critical updates and service packs as they become available, in similar fashion to updates performed on other computers on their network.

Because Clients often have their own preferences and/or enterprise licenses for antivirus protection, antivirus software is not included in the standard kiosk configuration. Although the kiosk is isolated from many of the usual vectors for infection (they don't receive e-mail or allow downloads, and only navigations to pre-approved websites are allowed), DynaTouch strongly recommends that antivirus software be installed on all kiosks. Owners/administrators are responsible for installing antivirus software themselves and ensuring that virus definition files are kept current. It is also important that the kiosk be protected by a suitable hardware or software firewall. This functionality is adequately provided by the Windows operating system.

# Terms & Conditions

## Delivery

8-12 weeks after receipt of deposit (see Payment section below)

Delivery date will be confirmed upon receipt of order. Delivery date will be scheduled only after the initial payment has been received, as set forth within the foregoing Quote.

## Warranty

DynaTouch hereby warrants that each component manufactured or supplied directly by DynaTouch will be free of defects in material and workmanship for a period of one (1) year after shipment (the "Warranty Period"), with optional extended warranties offered (see Quote details). During the Warranty Period, if On-Site Maintenance Services are NOT included, Customer shall return defective parts to DynaTouch at Customer's expense. DynaTouch shall repair or replace any defective component within thirty (30) days of receipt, at DynaTouch's expense, including all return shipping expenses. Notwithstanding the foregoing, this warranty shall include, without limitation, all metal and plastic parts, fabrications, and formations whether or not a warranty is provided by the manufacturer, subcontractor, or supplier thereof. DynaTouch does not warrant any component supplied by customer or its suppliers. DynaTouch's warranty may be voided by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by Customer or Customer's service organizations, removal or alteration of part identification, or failure caused by a product for which DynaTouch is not responsible.

## Shipping

Shipping of the kiosk(s) to the client site(s) is included in the within and foregoing Quote. Upon non-renewal or termination, the Customer may be responsible for any return shipping costs.

## Limitation of Liability

DynaTouch and Customer recognize that circumstances may arise entitling the Customer to damages for breach or other fault on the part of DynaTouch arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and DynaTouch's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

**i. BOTH PARTIES AGREE THAT DYNATOUCH'S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE FEES PAID TO DYNATOUCH BY THE CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME THAT THE CLAIM AROSE.**

**ii. IN ADDITION TO THE FOREGOING, DYNATOUCH SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

**iii. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRR ESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.**

**iv. UNDER NO CIRCUMSTANCES WILL DYNATOUCH BE RESPONSIBLE FOR ANY SERVICES RELATED TO THE RECEIPT OF CASH FROM CUSTOMERS (INCLUDING THE QUALITY OF BILLS TENDERED) OR ITS REMOVAL VIA ARMORED CAR OR OTHERWISE.**

## Software Rights Granted and Reserved

The right to use any software provided by DynaTouch (the "Software") is pursuant to the following conditions:

1. The Software may be used by the Customer only as specifically provided in this Agreement or in a writing signed by DynaTouch.
2. Customer shall use the Software as provided and shall not (i) modify for any purpose other than in connection with Customer's primary business or operations; (ii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of DynaTouch Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of DynaTouch Software; (iv) rent, lease, lend, or use the Software for time-sharing or bureau use or to publish or host platform for others to use; or (v) take any actions that would cause the Software or to become subject to any open source or quasi-open source license agreement. Customer shall be wholly liable to DynaTouch for any misuse of the Software.
3. DynaTouch Software is licensed, not sold. Customer acknowledges that the Software, and all copies thereof and trade secrets and other intellectual property rights related thereto, are and shall remain the sole and exclusive property of DynaTouch. Except as expressly permitted herein, Customer agrees not to disclose or otherwise make available any part of the Platform to any third person.
4. Customer agrees to take reasonable and necessary precautions to secure and protect the kiosks and the Software. Customer shall defend, indemnify and hold harmless DynaTouch for any losses or damages caused by a failure of kiosk site security and criminal misconduct directed at or involving or impacting the kiosk(s).

### **Payment**

Governmental entities are extended Net 30 payment terms. For Commercial Clients 50% deposit due with order; balance due when ready to ship. We reserve the right to amend your payment terms if requested credit information is insufficient. Credit card purchases acceptable. DynaTouch accepts VISA and MasterCard. Credit card orders are subject to a 3% convenience fee and require full cardholder information at the time of placing an order. The Tender of Delivery Notice may be transmitted electronically. State resale license required for nontaxable purchases in the state of Texas.

### **Return Policy**

All sales are final

### **Late Charge**

If DynaTouch does not receive payment of said amount due by the due date, a late charge will be assessed beginning on that day and continuing each day thereafter until all amounts due are paid in full. The late charge will be the lesser of (a) maximum amount permitted by applicable law or (b) 1.75% per month, or 21% per annum, of the total of the Balance Due, whichever is less.

### **Maintenance Contracts**

All charges for maintenance contracts, regardless of the length of the contract, are due in full as of the effective date of the contract, unless arrangements are made for other payment terms prior to purchasing by calling 210-828-8343.

### **Storage**

A storage fee of \$50 per unit per month will be assessed starting 30 days after the Tender of Delivery Notice is sent.

### **Return Check Charge**

DynaTouch will impose a \$35 return check charge for all checks returned to us unpaid.

### **Security Interests**

DynaTouch reserves a purchase money security interest in all products purchased to secure payment. You agree to cooperate with any filings necessary to protect such security interests, as and if requested.

**Default**

You are in default of this Agreement if you: (a) fail to pay the Balance Due by the due date, (b) breach any other term or condition of this Agreement, (c) have made a material misrepresentation or misstatement in the Application, financial statement or other document submitted to us in connection with this Agreement, (d) become the subject of a bankruptcy, receivership or other insolvency proceeding. If you default on this Agreement, we may (i) declare all amounts owed on this Agreement to be immediately due and payable, (ii) commence a collection action for all amounts owed on this Agreement, (iii) retain and/or repossess all goods purchased on this Agreement and otherwise foreclose and enforce our Security Interest in accordance with applicable law, (iv) exercise all other rights and remedies accorded to us by law. You agree to pay our costs of collection, including reasonable attorney's fees and expenses.

**Warranty Disclaimer:**

DYNATOUCH DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE EXCEPT THOSE EXPRESSLY STATED HEREIN. DYNATOUCH WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DAMAGES OR DELAYS CAUSED BY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, LABOR PROBLEMS, SHORTAGE OF GOODS OR RAW MATERIALS, FIRE, FLOOD, WEATHER OR OTHER ACTS OF GOD.

**Credit Approval**

This Agreement shall not be effective and binding on us and this Agreement shall not be active until such time as we have advised you it has been approved by our Accounting Office.

**Governing Law**

This Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue for any action relating to this Agreement shall be the County of Bexar, State of Texas.

**Assignment**

DynaTouch may not sell, assign and/or transfer any or all of this Agreement or any balances due thereunder without your consent which consent shall not be unreasonably withheld. You may not sell, assign or transfer your Obligation without DynaTouch's consent which consent shall not be unreasonably withheld

**Entire Agreement**

This Agreement constitutes the entire agreement between you and DynaTouch and supersedes all of our prior written and oral agreements and understandings relating to the subject. DynaTouch may at any time, subject to applicable law, change or alter the terms and conditions stated herein governing the Agreement. DynaTouch, within this agreement is referred to as "DynaTouch" and the words "you" and "your" refer to the Customer for which this quote is being processed. This Agreement will not be interpreted more favorably for or against a party on account of drafting.

**West Allis Housing Authority**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Paul Stahl, DynaTouch Director of Sales**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Ship To (Please Complete)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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