

**CITY CLERK  
ORIGINAL**

C-10243  
09/02/2015



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**FOR ON PREMISE (PERPETUAL)**

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6. The terms and conditions for purchased maintenance and support services for the Software Programs are set forth on **Schedule A** attached hereto and incorporated herein by reference.

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1. Licensee agrees to maintain sufficient records to document that its use of the Licensed Software is in accordance to this Agreement. Licensor may audit such records upon reasonable notice. Results of benchmark tests or other performance tests run on the Licensed Software may not be disclosed to any third party without Licensor's prior written consent.

2. This Agreement is governed by and interpreted in accordance with the internal laws of the State of Texas and the United States, including patent and copyright laws, exclusive of any conflict of law's provisions that would make Texas laws inapplicable. This Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act.

3. The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Agreement or to exercise any right under the Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

4. This Agreement sets forth the entire agreement and supersedes any and all prior agreements of the parties with respect to the transactions set forth herein. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the party subject to enforcement of such amendment.

5. All notice shall be in writing and shall be deemed to be delivered five (5) business days after deposit in US certified mail, postage prepaid, return receipt requested, or one (1) business day after sent by nationally recognized overnight courier, or when received if sent by facsimile or electronic mail with confirmation of receipt. All notice by email shall be followed-up with hard copy. All notices shall be directed to the parties at the respective mailing address set forth in the first paragraph of this Agreement or to such address as either party may, from time to time, designate to the other party by giving notice in accordance with this Section.

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**COUNTRY-UNIQUE TERMS**

**AUSTRALIA**

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## Schedule A

### MAINTENANCE & SUPPORT

1. **General.** Any Maintenance and/or Support Agreement shall become effective upon signature by both parties for a Term commencing as of (i) the date of the Order Form, or (ii) when Licensor begins to furnish Services, whichever occurs first ("Effective Date"), and shall continue until the one (1) year anniversary of the Effective Date (or such other date as may be agreed), and upon mutual agreement of the parties and Your payment of all amounts then due, shall automatically renew for a subsequent one (1) year Terms. Licensor reserves the right to increase the Fees applicable to any renewal term upon written notice to Licensee.

2. Maintenance and/or Support Agreements will terminate: (a) automatically without any requirement of notice if Licensee's Program License terminates for any reason; (b) upon thirty (30) days' written notice by either party to the other party for material breach of any provision of this Agreement unless cured within such thirty (30) day period; and (c) immediately upon written notice by either party to the other party if proceedings in bankruptcy, reorganization, receivership, or dissolution are instituted by such other party, or against such other party which are dismissed or terminated within sixty (60) days following the date initiated, or if such other party makes an assignment for the benefit of creditors. In the event of any breach by You, Licensor may, at its option and in addition to any other rights or remedy under applicable law, suspend performance hereunder until such breach or default is cured, adjust any unpaid and future charges, and/or terminate this Agreement. All Your accrued obligations to pay any amount due hereunder shall survive expiration or termination hereof.

3. Fees for each renewal Maintenance Term shall be paid prior to commencement of the renewal Term. You shall also pay any Program License Fees for any additional client seats added during the prior Term that have not already been paid. After expiration, You may reinstate Maintenance and/or Support under this Agreement only with Licensor's approval, and by paying (a) the then-current list price necessary to bring the Licensee's Program up to the then-current version, (b) all Maintenance fees for the period of lapse and (c) Licensor's then-standard Fee for the ensuing Term.

4. **Maintenance.** Upon payment in full of all applicable maintenance fees, Licensor will make Updates available to you if, as and when it makes them generally available to other maintenance Licensees. Updates will, upon installation, automatically become subject to the terms and conditions of the Licensor license agreement pertaining to the software being updated. "Update" means a bug fix, patch, or other revision to or modification of software that Licensor provides you, including those it makes generally available to Licensees that subscribe to its software maintenance services. Updates do not include Upgrades. An Update typically is identified by a change in a number and/or letter to the right of the first decimal point in a product's version number. "Upgrade" means a major release of software, as determined by Licensor in its sole

discretion. A major release typically is identified by a new number to the left of the first decimal point in the version number of an existing product name. The installation and implementation of updates and upgrades are excluded from standard support.

5. Support. Upon payment in full of all applicable support fees, Licensor will respond as described below to Error reports that you submit to us during Working Hours via the online Support Portal at <http://www.asuresoftware.com/support> or telephone in the US at 781-530-2600 (or 800-282-7319). The specific contact mechanisms or phone number may change as Licensor may designate from time to time. "Error" means (a) a material failure of your supported Licensor software to function in accordance with its documentation, or (b) any other alleged material defect in or malfunctioning of your supported Licensor software. "Business Hours" and "Business Day" mean 8:00 a.m. EST to 8:00 p.m. EST on weekdays, exclusive of Licensor company holidays.

6. Contact with Licensor Support must be channeled through your named contact representatives who have been trained by Licensor at Your expense in the use of the software being used. When reporting an Error, the named contact must describe the Error in reasonable detail, indicate the severity of the Error using the terminology set forth in the chart below, and specify any and all error messages observed. Licensor will use commercially reasonable efforts to respond to your Error reports within the times indicated.

Priority	Failure Description	Standard Support	Premium Support
1	Critical (no useful work can be done)	4 business hours	2 hours (24x7)
2	High - Severe Impact (functionality disabled): errors which result in a lack of application functionality or cause intermittent system failure	1 business day	2 business hours
3	Medium - Degraded Operations: errors causing malfunction of non critical functions	1 business day	4 business hours
4	Low - Minimal Impact: attributes and/or options to utility programs do not operate as stated	Future release, on business justifiable basis	Future release, on business justifiable basis
	Enhancement Request	As needed	As needed

7. Licensor's acknowledgements of Error reports will contain either a resolution of the Error or a support plan describing the steps being taken by Licensor, and any steps to be taken by you, to correct the Error. If Licensor requests further information about an Error, You must promptly provide the requested information. Information requested by Licensor may include, by way of example and not limitation, manuals related to your hardware, network, or third party software; examples of software output; or configuration information, including .ini files and database files. Licensor will use commercially reasonable efforts to correct, within a commercially reasonable period of time, any substantiated Error in the unaltered software reported by you as specified above. Licensor will determine the form of any Error correction, which may include, by way of example and not limitation, an individual patch, a work around, or a maintenance release provided in the normal course of Licensor maintenance release schedule.

8. Licensor provides support only for the most current major release of software and the immediately preceding major release. Licensor will have no obligation to attempt to correct reported Errors that (a) cannot be reproduced or verified; (b) in Licensor reasonable judgment, should not exist under the circumstances in which the software is being used, taking into account

its design specifications; or (c) result from (i) misuse of software by you or others; (ii) modifications to software rendering it non-standard, regardless of who performed the modifications; (iii) failure or interruption of electrical power; (iv) obsolescence of software due to changes in your network, hardware, or third party software; or (v) an accident or other cause external to the software, including, but not limited to, problems or malfunctions related to your network, hardware, or third party software. Licensor does not guarantee that all Errors will be corrected. Licensor will have no obligation to implement your requests for changes or enhancements.

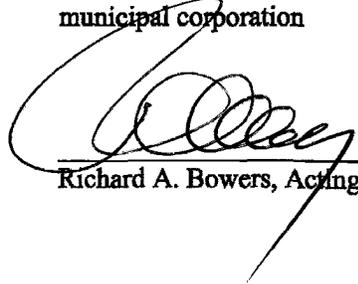
9. If Licensor responds to a reported Error and the Error is determined to be outside the scope of Licensor support obligations, Licensor may charge for its time and reasonable expenses responding to the reported Error, and You must pay the charges. Licensor time will be billed at its standard daily consulting rate in effect for such services at the time the services are rendered. Licensor support services do not include Professional Services. These services are available for additional fees.

Asure Software

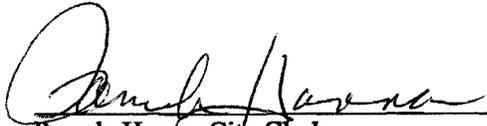
By: Kusti Bailey

Date: 06/29/2015

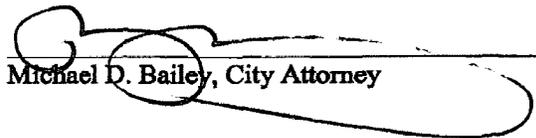
CITY OF GLENDALE, an Arizona  
municipal corporation

  
Richard A. Bowers, Acting City Manager

ATTEST:

  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
Michael D. Bailey, City Attorney