

CITY CLERK
ORIGINAL
Mde, Inc.

C-8632-1
10/09/2014

Managing Data Efficiently

Mde, Inc Maintenance Agreement

TECHNICAL/CLIENT SUPPORT

Mde, Inc (Mde) will provide client support from 8:00 a.m. to 6 p.m. EST, Monday through Thursday, 8.00 a.m. to 5 p.m EST on Friday, and by appointment 24 hours/day, 7 days/week. This Agreement does not constitute a warranty but provides for problem resolutions and answers to user's questions during normal business hours, EST. Mde does not warrant third party software applications used by Mde products and provided by customers, e.g. Microsoft Word. The purpose of this agreement is to provide the necessary technical assistance to ensure timely problem resolution and answers to user's questions.

For items covered under this Agreement, Mde will provide the following:

Acknowledgement of request within 1 business day
Unlimited number of phone calls
Unlimited number of email correspondence

PROGRAM UPDATES

Program updates are provided by Mde as new updates, fixes and features are added. Updates will be provided electronically.

THIRD PARTY

If, at any time, an update of a third party's software or the operating system is required, Mde will not incur the cost of such upgrade.

SYSTEM ADMINISTRATOR

The client agrees to have a designated system administrator (primary contact for support and update issues) as well as a designated program administrator (primary contact for software usage issues). While it is highly desirable that the system administrator be knowledgeable in networking and Windows operating systems; it is not necessary for the program administrator to have this knowledge.

VIRUS STATEMENT

The client agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Mde recommends updating your virus protection software on each machine daily) This Agreement does not cover assistance in the recovery of damage caused by viruses.

ITEMS NOT COVERED

On-site reinstallation of Mde, Inc. software products or installation/reinstallation of third party software/products.
Replacement of previous version software.

03/08

ADDENDUM

The City of Glendale, Arizona ("City") and MdE, Inc. ("Contractor") further agree as follows:

I. Conflicts. The **MdE, Inc. Maintenance Agreement** (the "Agreement") between the parties is subject to cancellation for conflicts of interest under the provisions of Arizona Revised Statutes ("A.R.S.") § 38-511.

II. Immigration Law Compliance.

- A. Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- C. City retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under the Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this **Paragraph II**.
- E. Contractor agrees to incorporate into any subcontracts under the Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under the Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Contractor's warranty and obligations under this **Paragraph II** to the City are continuing throughout the term of the Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

Lisa M. Hanel
Contractor

9/16/2014
Date

[Signature]
City

10/9/14
Date

ATTEST:
[Signature]
City Clerk

Approved as to form

[Signature]
City Attorney