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SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

BETWEEN

SYSTEM INNOVATORS, a Division of
N. HARRIS COMPUTER CORPORATION
(SYSTEM INNOVATORS)

- and –

CITY OF GLENDALE

Billing Office:
N. Harris Computer Corp. Inc.
1 Antares Drive, Suite 400
OTTAWA, ONTARIO
K2E 8C4

Division Office:
System Innovators
10550 Deerwood Park Blvd, Suite 700
Jacksonville, Florida USA
32256

SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT
THIS AGREEMENT made as of the __8th_ day of _April_, 2014.

BETWEEN:

SYSTEM INNOVATORS, A DIVISION OF
N. HARRIS COMPUTER CORPORATION
("Consultant")

- and -

CITY OF GLENDALE
("Organization")

RECITALS

1. The Consultant owns the Software (as defined herein);

2. The Organization wishes to enter into a support and maintenance contract for the Software

3. The Consultant wishes to provide support and maintenance services to the Organization, all upon the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I
INTERPRETATION

1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

(a) **"Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder"** and similar expressions mean this Software Support and Maintenance Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to **"Articles"** or **"Sections"** mean and refer to the specified Article or Section of this Agreement.

(b) **"Change Order"** means any written documentation between the Organization and Consultant evidencing their agreement to change particular aspects of this Agreement.

(c) **"Designated Computer System"** shall mean the Organization's platform and operating system environment which is operating the Software.

(d) **"Required Programs"** shall mean the programs provided by the organization described in Schedule A

(e) **"Source Code"** of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.

(f) **"License"** means the non-exclusive, non-transferable license granted to the Organization to configure and install the Software on the Organization's server computer to enable users to access and use the Software.

(g) **"Software"** means the Software for which the Consultant shall provide maintenance and support services under this Agreement. The Software is identified as covered software in Schedule A to this Agreement.

1.2 Time of the Essence

Time shall be of the essence in and of this Agreement and every part hereof. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

1.3 Currency

Unless otherwise specified, all references to amounts of money in this Agreement refer to U.S. currency.

1.4 Headings

The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.

1.5 Plurals and Gender

The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.

1.6 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule "A" -	Description of Supported Software
Schedule "B" -	Fee Structure and Payment Schedule

ARTICLE II

SUPPORT AND MAINTENANCE

2.1 Subject to the terms and conditions of this Agreement, Consultant shall provide support and maintenance services which include revisions, updates and enhancements to the Software and related materials under the Agreement.

2.2 Subject to the terms and conditions of this Agreement, Consultant shall provide software support via telephone and electronic mail consistent with the hours of operation, all as described in Exhibit 1 hereto and in effect as of the date hereof, as such services may, at the discretion of Consultant, be modified or supplemented from time to time (provided that any changes generally apply to all licensees of Consultant). To enable Consultant to provide effective support, the Organization will establish auto remote access based on VPN or equivalent remote access procedures compatible with Consultant's practices.

2.3 In consideration for the support services specified in Section 2.2, Organization shall pay the Annual Support and Maintenance Fee as defined in Schedule B. The Annual Support and Maintenance Fee will be billed annually in advance beginning on the anniversary of the Support and Maintenance Agreement or on an alternative date mutually agreed to in writing by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, in the initial year, that the Consultant issue a prorated invoice for the portion of the year remaining in said initial year. Consultant may change the Annual Support and Maintenance Fee from time to time. In addition to the Annual Support and Maintenance Fee, Organization shall reimburse Consultant for its direct expenses in providing support services pursuant to this Agreement, including, but not limited to:

(a) courier services, photocopying, faxing and reproduction services, all reasonable travel costs, including a travel time rate of $75.00/hour, meal expenses of not more than $50.00 per diem (no receipts provided) and a mileage charge consistent with the Internal Revenue Service published guidelines, long distance telephone calls and all other reasonable expenses incurred in the performance of Consultant's duties hereunder.

Consultant may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of Consultant.

2.4 All support services provided by Consultant to Organization other than those specified in Section 2.2 (such as, but not limited to, on-site support), shall be provided to Organization by Consultant at Consultant's then prevailing prices, hourly rates, policies and terms. For certainty, any updates of, or enhancements to, the Software will be made available to Organization free of charge (with respect to the actual updates or enhancements), but all services provided by Consultant with respect to such updates or enhancements will be subject to the Consultant's then-prevailing prices, hourly rates,

policies and terms, meaning that such then-prevailing prices will apply to matters such as set-up and training relating to such updates or enhancements.

2.5 The initial term of this Agreement shall be for January 1, 2014 to December 31, 2014. The Agreement shall continue thereafter on an annual basis provided that Organization shall pay the then prevailing Annual Support and Maintenance Fee, unless terminated by either party upon giving to the other not less than 60 days' notice in writing prior to the end of the first year or any subsequent anniversary of such date. If the Support and Maintenance Agreement is terminated by Organization, it shall be entitled to retain the Software licensed to it as at the date of such termination, but it will relinquish its rights to receive upgrades of, or enhancements to, the Software, or services for the Software

2.6 Title to and ownership of all proprietary rights in the Software and all related proprietary information shall at all times remain with Consultant, and Organization shall acquire no proprietary rights by virtue hereof.

2.7 Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

2.8 This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Consultant and Organization. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

2.9 The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders submitted by Organization.

2.10 The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Consultant shall divulge any of its provisions as set forth herein to any third party except as may be required by law.

2.11. Required Consent: Upon request, Organization will obtain and provide to Consultant any Required Consents necessary for Consultant to provide the Support Services described in this Agreement. A Required Consent means any consent or approvals required to give Consultant and its subcontractors the right or license to access, use and/or modify (including creating derivative works) to the hardware, software, firmware and other products that the Organization uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. Organization will indemnify, defend and hold Consultant, its affiliates, and subcontractors, harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and cost) arising from or in connection with any claims (including patent and copyright infringement) made against Consultant, alleged to have occurred as a result of the Organization's failure to provide any Required Consents provided that Consultant uses such third party products only as necessary to perform its obligations under this Agreement. Consultant will be relieved of the performance of any obligations that may be affected by the Organization's failure to promptly obtain and provide any Required Consent to Consultant.

ARTICLE III

TERMINATION

3.1 **Unless terminated pursuant to Section 2.5 hereof, this Agreement shall remain in full force and effect except as terminated as follows:**

a) If either party neglects or fails to perform, observe or cure within ninety (90) days of written notice of such failure to perform any of its existing or future obligations.

b) If Organization attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the Agreement.

ARTICLE IV
REMEDIES AND LIABILITY

4.1 **Remedies and Liability**

(a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The Organization and the Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and the Consultant'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) FOR BREACH OR DEFAULT BY THE CONSULTANT OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE ORGANIZATION TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT AND WHETHER IN THE NATURE OF A BREACH OF CONDITION OR A FUNDAMENTAL BREACH, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE

AGREEMENT, SHALL BE PAYMENT BY THE CONSULTANT OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND THE CONSULTANT SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO THE CONSULTANT UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

(ii) IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL THE CONSULTANT BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONSULTANT SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE ORGANIZATION BY ANY OTHER PARTY.

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

4.2 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

4.3 Remedies

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Consultant arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE V
INDEMNITY

5.1 Indemnity

The Organization shall indemnify and save harmless the Consultant, its successors and assigns together with its officers, directors, employees, agents and those for whom it is in law responsible, only from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising from any material breach, or non-performance by the Organization of any obligation contained in this Agreement to be observed or performed by the Organization, or any wrongful act or negligence of the Organization or its agents or employees which relates to this Agreement, howsoever arising. The Organization acknowledges and agrees that this indemnity shall survive any termination of this Agreement. The Organization shall not be responsible for any claims resulting solely from the acts or omissions of consultant, its employees, consultants, agents or any third party.

The Consultant shall indemnify and save harmless the Organization, its successors and assigns together with its officers, directors, employees, agents and those for whom it is in law responsible, from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising directly from any material breach or non-performance by the Consultant of any obligation contained in this Agreement to be observed or performed by the Consultant, or any wrongful act or negligence of the Consultant or its agents or employees which relates to this Agreement, howsoever arising. Consultant acknowledges and agrees that this indemnity shall survive any termination of this agreement. Consultant shall not be responsible for any claims resulting, solely from the acts or omissions of Organization, its employees, consultants or agents or any third party.

ARTICLE VI
GENERAL

6.1 Force Majeure

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

6.2 Confidentiality

(a) Duty Owed to the Organization -- The Consultant acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement. Except for information in the public domain, unless such information

falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, the Consultant agrees:

(i) to maintain this information in confidence;

(ii) not to use this information other than in the course of this Agreement;

(iii) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of the Consultant; and

to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with the Consultant, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization. .

6.3 Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

6.4 Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

SYSTEM INNOVATORS, A DIVISION OF
N. HARRIS COMPUTER CORPORATION
10550 Deerwood Park Blvd, Suite 700
Jacksonville, FL 32256
Attention: Jeff Sumner, Executive Vice President
Telephone: 800.963.5000 ext.72504

and in the case of the Organization, to:

CITY OF GLENDALE
Address: 5850 W. Glendale Avenue Glendale, AZ 85301
Contact: Don Rhoden
Phone: 623.930.2232

with a copy to:
CITY OF GLENDALE
Address: 5850 W Glendale Avenue Glendale, AZ 85301
Contact: City Attorney

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.4.

6.5 Assignment

Neither Party may assign any of its rights or duties under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, except that either Party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

6.6 Binding Agreement and Inurement

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall ensure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.7 Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant

by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

6.8 Section Headings

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

6.9 Independent Contractor

Organization engages Consultant under this Agreement solely as an independent contractor to perform Consultant duties which are described in this Agreement. Organization and Consultant expressly acknowledge and agree that Consultant is the independent contractor of Organization an nothing contained in this Agreement or which otherwise exists shall be construed by Organization, Consultant or any third person or entity to create a relationship of joint ventures, partners, or employer and employee.

6.10 Governing Law

This Agreement shall be governed by and construed under the laws of the state of Arizona.

6.11 Trial by Jury

Organization and Consultant hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Consultant in connection therewith or contemplated thereby.

6.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

6.13 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

6.14 Counterparts

This Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

6.15 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to affect the purposes of this Agreement and carry out its provisions.

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

SYSTEM INNOVATORS, A DIVISION OF N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Jeffrey Sumner
Title: Executive Vice President

CITY OF GLENDALE

Per: _____

Name: Brenda S. Fischer
Title: City Manager

Per: _____

Name:
Title:

ATTEST:

_____
City Clerk (Seal)

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT 1

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 1 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Consultant reserves the right to make modifications to this document as required; provided, however, Consultant shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Standard software releases and updates
    - Defect corrections (as warranted)
    - Planned enhancements
    - State and/or Federal mandated changes (charges may exist depending on scope)
    - Release notes
- Limited training questions (15 minute guideline)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 24 hours

Priority 2: 1 - 2 business days

Priority 3: 1 - 5 business days

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application)
- Inability to process payments
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- System errors that have workarounds
- Usability issues

- Performance issues not impacting critical processes
- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call. Our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: Email, phone and fax.

- Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.

- Our support system or one of our support analysts will provide you with a call id to track your issue and your call will be logged into our support tracking database.

- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.

- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.

- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate id number to track the progress of the issue. At this time, your support call will be closed and replaced by the development id number. The development id number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1: Contact the support representative working on your issue

Level 2: Contact the support supervisor or group lead

Level 3: Contact the Director of Support

Level 4: Contact the Executive Vice President of System Innovators

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below. An asterisk * next to the holiday indicates that the System Innovators office is closed, however, technical support will be available.

New Year's Day	Closed
President's Day (Observed)	Closed
Memorial Day (Observed)	Closed
4th of July (Observed)	Closed
Labor Day	Closed
Columbus Day *	Closed
Thanksgiving Day	Closed
Day after Thanksgiving *	Closed
Christmas Day	Closed
Day after Christmas *	Closed

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters, Permits, etc.)
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (POP, ACH, etc.)
- File imports/exports - Interfaces to other applications
- Refreshes, backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Upgrades & support of third party software
- Installations / re-installations (workstations, servers)
- iNovah Public API consulting

Test Databases & Environments

We support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the client's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS).

Hardware and Third Party Support – if applicable

The purpose of this section is to provide our customers with information on our standard coverage and the services which are included as part of your annual hardware and third party software support (if applicable). This section serves as a guideline for the support department but is superseded by an existing third party or other agreement.

Standard Hardware and Third Party Software Support Services

- 800 telephone support – first line phone support for troubleshooting (note more complex issues will be escalated to the actual vendor of the products)
- "On call" after hours support (scheduled assistance for installations, upgrades and other special projects – there may be charges depending on the scope of work)
- Technical troubleshooting
- Limited training questions (15 minute guideline)
- Recommendations on specific hardware requirements
- Support provided for installed database issues (30 minute guideline)
- Web Service installation and connection to database assistance
- Updating system to support new versions of licensed applications

The services listed below are services that are OUT OF SCOPE and are therefore considered billable:

- On-site installation or upgrade of hardware and third party software
- Extended telephone training (beyond 15 minutes)
- Reconfiguration of hardware and fileservers
- Recovering data resulting from client error
- Upgrading of hardware systems
- Assistance with creation of backup scripts / backup recovery
- Assistance with recovering data resulting from system crashes (charges may apply)
- Assistance with database installation, configuration and updating
- Preventative maintenance monitoring or other services
- Recommending or assisting with disaster recovery plans
- Re-establishment of Web/ODBC connection if connection was lost due to actions of customer
- WEB/IP/ODBC connections to other third party products
- Creation of custom reports
- Report writer training, upgrades and installations (other than at time of initial purchase)

Schedule "A"
Description of Software

Covered Software:

- iNovah Software
- 300,000 Annual Receipt Volume

Required Programs (provided by "Organization")

- Windows XP Professional or Windows 7 (Workstations)
- Windows Server 2008 R2 (Web Server)
- Microsoft SQL Server 2008 R2 (Database Server)
- Necessary Anti-Virus protection
- Microsoft .NET Framework (Workstations & Servers)

Schedule "B"

Fee Structure and Payment Schedule

Payment Schedule:

Total Software and Hardware Support and Maintenance Fee (for budgetary purposes):

A. Annual Support and Maintenance Fee are as follows beginning Jan. 1, 2014 (due upon invoice)

1.	**Term 1: Jan 1, 2014 to Dec 31, 2014**		
	Description	**Ext. Price**	
	iNovah – SWS	$34,175.00	
	4 – A776 TPG Printer – HWX	840.00	
	4 – APG Cash Drawer – HWX	300.00	
	Total Software and Hardware Support and Maintenance Fee		$35, 315.00
2.	**Term 2: Jan 1, 2015 to Dec 31, 2015**		
	Description	**Ext. Price**	
	iNovah – SWS	$35,884.00	
	4 – A776 TPG Printer – HWX	840.00	
	4 – APG Cash Drawer – HWX	300.00	
	Total Software and Hardware Support and Maintenance Fee		$37,024.00
3.	**Term 3: Jan 1, 2016 to Dec 31, 2016**		
	Description	**Ext. Price**	
	iNovah – SWS	$37,678.00	
	4 – A776 TPG Printer – HWX	840.00	
	4 – APG Cash Drawer – HWX	300.00	
	Total Software and Hardware Support and Maintenance Fee		$38,818.00
Total Software and Hardware Support and Maintenance Fee (for 3 terms)			**$111,157.00**