



Systems Agreement

Local Government Division

Agreement between:

Tyler Technologies, Inc

5519 53rd Street
Lubbock, Texas 79414
(800) 646-2633
(806) 797-4849 Fax

And

City of Clarkston, GA

1055 Rowland Street
Clarkston, GA 30021
(404) 292-9465

Issued date:

February 27, 2015



AGREEMENT

This agreement is entered into by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY, located at 5519 53rd Street, Lubbock, Texas 79414; and; City of Clarkston, GA, hereinafter referred to as CLIENT on, February 27, 2015

COMPANY and CLIENT agree as follows:

- 1. COMPANY shall furnish the products and services as described in this Agreement, and CLIENT shall pay the prices set forth in this Agreement.
- 2. This Agreement consists of this Cover and the following Attachments and Exhibits:
 - Section A Investment Summary
 - Section B COMPANY Agreement Terms and Conditions
 - Section C Business Travel Policy
 - Section D Web Services - Hosted Application Terms
 - Section E Statement of Work
- 3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

City of Clarkston, GA

Tyler Technologies, Inc.:

By: _____
 Signature

 Printed Name

 Title

 Date

 Sales Tax Certificate Number

By: _____
 Signature

 Printed Name

 Title

 Date

Investment Summary

Chief Christine Hudson
City of Clarkston



Prepared for:	City of Clarkston	Contract ID # :	2015-0044
Contact Person:	Chief Christine Hudson	Issue Date:	02/27/15
Address:	1055 Rowland Street Clarkston, GA 30021 (404) 292-9465	Sales Rep:	D. Trainor
Phone:		Tax Exempt:	Yes / No
Fax:			
Email:	chudson@clarkstonpd.com		



Software Licenses

Chief Christine Hudson
 City of Clarkston
 February 27, 2015

Application Software	QTY	Hours
Incode Court Case Management Suite		
Criminal Court Case Management		62
Brazos Citation Issuing Device Interface (Citation Import, Auto Citation Import, Warrant Export)		Included
Cashiering (Support Credit/Debit Cards via ETS, PCI Compliant)		8
System Software & Network Services		
System Software		
System Software		
Public Safety Suite		
Mobile Applications		
Mobile RMS Client	8	8
Public Safety Records		
Base RMS System		64
<i>(Offense/Incidents w/ Supplements, Arrests, Warrants, UCR/NIBRS Reporting, Traffic/Parking Citations, Accidents w/ EZ Street Draw Interface, Field Interview, Racial Profiling Collection/Reporting, Media & Narratives, Calls for Service, Intelligence, Use of Force, Proximity Alerts, Reports - Stat/Summary Analysis)</i>		
System Administration Training		16
Case Management		16
Personnel		4
Messaging/Message Board		4
Dashboard and Crime Mapping		
Dashboard and CrimeMapping Annual Fee		
CrimeMapping.com (Only)		
Property Room/Evidence Management		
Property Room		4
Other Interfaces		
Tyler Court Case Management Interface (Citations & Warrants)		
GEARS Interface		Included
Brazos Technology Citation Interface		Included
Professional Services		
Project Management		
Incode Application Subtotal		186

Note: Public Safety On-Site Services are based on a 8 a.m. to 5 p.m. day.
 Public Safety On-Site Services are based on the following criteria:

Hardware & System Software

Chief Christine Hudson
City of Clarkston
February 27, 2015



Network Systems and Software	QTY	Maintenance Source
OEM Operating System and Terminal Server Licensing (delivered via email) Windows 2012 Remote Desktop Service CAL - MINIMUM of 5 **Citrix XenApp available upon request**	8	
SQL SERVER 2012 ISV RUNTIME LICENSING Microsoft SQL Server 2012 RUNTIME Microsoft SQL 2012 RUNTIME CAL <i>NOTE: By selecting RUNTIME licensing the customer is legally bound to ONLY use SQL Server RUNTIME for Tyler Technologies Applications.</i>	1 26	
Trancite Easy Street Draw - Agency (per sworn officer) <i>NOTE: All Trancite licensing is delivered via email.</i> <i>Trancite Easy Street Draw CD (req 1 per agency)</i> Easy Street Draw (10 - 24 Sworn Officers) **MUST BE PURCHASED FOR EVERY SWORN OFFICER IN AGENCY**	1 20	
<hr/> Property Room Hardware		
Zebra GK420T Label Printer	1	INCODE - 12 mos warranty
Case of Labels - 4"X 2.5" 1000 labels per roll	1	
Symbol LS2208 Bar Code Scanner w/ intellistand	1	INCODE - 12 mos warranty

Cash Collection Hardware

Chief Christine Hudson

City of Clarkston

February 27, 2015



Misc. Hardware and Network Equipment	QTY	Maintenance Source
Cash Collection		
<i>All TM-H6000IV printers include PS-180 power supply, ribbon, USB Cable and 50 roll case of paper</i>		
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	1	Tyler - 12 mos warranty
Media Plus Automated Cash Drawer -Black NEW (INCODE)	1	Tyler - 12 mos warranty
Mag Stripe Reader - V8,V9,PS,V.X	1	

Hosted Applications

Chief Christine Hudson

City of Clarkston

February 27, 2015



Service

QTY

Citizen Portal

One Time Setup Fee

1

- Hardware Configuration
- DNS registration

INCODE Court Online Component

Monthly support/maintenance fee

- Display of citation/citations for payment
- Display of Payment Plans
- Payment Options
 - Drivers Safety Course
 - Deferred Disposition
 - Make Payment
- Collects plea from defendant
- Security -- SSL (Secure Socket Layer)
- Payment Processing - Credit Card
 - Payment packet is created to be imported to Court System

NOTE: Defendant pays \$2.50 - \$3.50 fee per transaction for payment on-line.

Brazos Technology e-Citations

Chief Christine Hudson

City of Clarkston

February 27, 2015



Description	QTY
Brazos eCitation Mobile Application Software	
Brazos RDC Software	8
- Citations - Warnings - Parking Tickets - Stand-alone racial profiling (when not captured via other methods) - 1 Year Maintenance and Support	
Brazos Interface to Public Safety <i>**Brazos Technology Interface Only</i>	1
Implementation Services	
- One fee independent of number of devices - Customized Screen and Print Layouts (from an existing layout) - Creation of Web report that is exactly like defendant citations - Customization of Offenses (includes additional information) - Import of Officer Information - Import of Location Information (if applicable) - Implementation of Bluetooth communication between mobile device and printer - Installation of all software at customer site - Customization of additional reports	
Training (Remote)	
- All documentation	

Professional Services

Chief Christine Hudson
City of Clarkston
February 27, 2015



Conversion Services	Programming Fee	Hours	Estimated Services	Conversion Fee
Court Applications				3,750
Court Case Management Court	1,500	6	750	
- Basic Case Data				
Fee Instance Breakdown	1,000	4	500	
Conversion Services Total	2,500	10	1,250	3,750

COMPANY PER CITATION AGREEMENT TERMS & CONDITIONS

1) LICENSES

Ownership of the software products, any modifications and enhancements to such software products and any related interfaces listed in the Investment Summary shall remain with COMPANY, and COMPANY grants limited License to the CLIENT to use these products according to the Licensing Agreement herein.

2) PRICE

a) The five-year financial obligation of the CLIENT to COMPANY for the software products and services listed in the Investment Summary herein shall be as outlined in the Agreement. CLIENT shall pay COMPANY \$9.08 per citation for a minimum of 4,200 citations per year. If the number of citations is greater, then CLIENT will pay COMPANY accordingly. All applicable sales tax, use tax or excise tax shall be paid by the CLIENT and shall be paid over to the proper authorities by the CLIENT or reimbursed by the CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax exempt, CLIENT must provide COMPANY with its tax exempt number or form.

b) Services utilized in excess of those specified in the Investment Summary herein and additional related services not specified in the Investment Summary will be billed at the then current rate for the service as they are incurred. Any modifications or adjustments to the financial obligation of the CLIENT shall be effective only if contained in a written Change Order or similar written instrument signed by both parties.

c) COMPANY reserves the right to access the CLIENT'S data for the purpose of validating, confirming and/or auditing the number of citations collected.

3) PAYMENT

a) COMPANY will invoice CLIENT in accordance with the terms of the Agreement.

Until notified otherwise, COMPANY shall mail invoices to the attention of CLIENT at the address on the cover of the Investment Summary of this Agreement for approval in accordance with the terms of this Agreement. Unless otherwise stated in this Agreement, payment is due upon invoice. CLIENT will have a renewal option six (6) months prior to Agreement expiration.

b) CLIENT ACKNOWLEDGES THAT CONTINUED ACCESS TO THE APPLICATIONS LISTED IN THE INVESTMENT SUMMARY IS CONTINGENT ON CLIENT'S PAYMENT OF PER CITATION FEES. IF CLIENT FAILS TO REMIT ANY REQUIRED PER CITATION FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, COMPANY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND DENY ACCESS TO THE APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO TERMINATE.

4) LIMITATION OF LIABILITY

In no event shall COMPANY be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software or hardware products. In no event, shall COMPANY be liable for damages in excess of amounts paid by CLIENT for the Per Citation fees identified in the Investment Summary. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The license fees herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.

COMPANY PER CITATION AGREEMENT TERMS & CONDITIONS

5) CONFIDENTIALITY

a) Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

b) The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

6) RESOLUTION OF DISPUTES

a) In the event of disputes pertaining to performance levels, upon COMPANY's failure to meet mutually agreed upon performance levels for three consecutive months, each party shall appoint an authorized representative to cooperate in developing a mutually agreeable problem resolution plan which shall include a description of internal diagnostic procedures. COMPANY shall perform according to the problem resolution plan and shall be responsible for updating any hardware on COMPANY's site or taking additional action within COMPANY's control to reach the agreed upon performance level.

b) In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

7) TERMINATION, CANCELLATION OR MODIFICATION

a) This Agreement may not be terminated, cancelled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the applications that CLIENT licensed prior to this Agreement shall remain with CLIENT under the terms of prior license Agreements. Upon termination, cancellation, or non-renewal of this Agreement, the licenses provided under this Agreement shall be automatically terminated, and CLIENT's access to the licensed applications shall be denied. In the event of termination or cancellation, CLIENT will be responsible for payments made by COMPANY, or payments due from COMPANY, to any third parties for the purchase of Systems software, other third party software or hardware delivered to CLIENT's site as of the date of termination or cancellation. In the event of termination or cancellation prior to the expiration of the term of this Agreement, CLIENT shall make a payment to COMPANY for any expenses incurred by COMPANY prior to and/or during the exit process and an early termination fee calculated as follows:

- For termination during the first year of the initial term, 100% of the Per Citation Fees through the date of termination plus 60% of the Per Citation Fees then due for the remainder of the initial term;
- For termination during the second year of the initial term, 100% of the Per Citation Fees through the date of termination plus 35% of the Per Citation Fees then due for the remainder of the initial term; and
- For termination after the second year of the initial term 100% of the Per Citation Fees through the date of the termination

COMPANY PER CITATION AGREEMENT TERMS & CONDITIONS

plus 15% of the Per Citation Fees then due for the remainder of the initial term.

b) If CLIENT should not appropriate or otherwise make available funds sufficient to utilize the Per Citation services, Client may unilaterally terminate this Agreement upon thirty (30) days written notice to COMPANY. CLIENT agrees not to use termination for lack of appropriations as a substitute for termination for convenience.

8) SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9) NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be delivered in hand or sent by first class mail, postage prepaid, to the parties at the addresses on the cover of this Agreement.

10) NO INTENDED THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

11) ENTIRE AGREEMENT

This Agreement represents the entire agreement of CLIENT and COMPANY with respect to the hardware and software products and related services and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this Agreement it did not rely on any

representations or warranties other than those explicitly set forth in this Agreement.

12) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the CLIENT's State of domicile.

13) APPROVAL OF GOVERNING BODY

CLIENT represents and warrants to COMPANY that this Agreement has been approved by its governing body and is a binding obligation upon CLIENT. CLIENT represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier. Both persons executing this Agreement have been duly authorized and empowered to enter into this Agreement.

PROFESSIONAL SERVICES

1) SERVICES PROVIDED

COMPANY shall provide some or all of the following services to CLIENT, as evidenced in the attached Investment Summary:

- a) Installation as described in the Investment Summary;
- b) Conversion of CLIENT's existing data as set forth in the Investment Summary. CLIENT is responsible for reading and complying with COMPANY's Conversion Statement.
- c) Training/Implementation as set forth in the Investment Summary;
- d) Consulting/Analysis as set forth in the Investment Summary; and
- e) Verification Testing as described in the Software License Agreement.

2) PROFESSIONAL SERVICES FEES

a) Upon the completion of each service day, or group of days, COMPANY will present a Daily Log. CLIENT will sign the report indicating acceptance of the service day and its subsequent billing, or noting reasons for CLIENT's non-acceptance of such. This acceptance is final.

b) CLIENT is not charged for travel time to and from the CLIENT's site. Only time spent on-

COMPANY PER CITATION AGREEMENT TERMS & CONDITIONS

site is billed as training time, with the exception of those cases in which the CLIENT requires the COMPANY trainer(s) to travel on the weekend, in which case CLIENT will be billed for weekend travel time at a rate of \$500 per weekend day.

c) If CLIENT travels to COMPANY location for training, then CLIENT agrees to pay all expenses related to transportation of CLIENT's employees.

d) All requests for supporting documentation shall be made within thirty (30) calendar days of invoice delivery. Such documentation will consist of quoted internet rates within 7 days from the date the request is received by the COMPANY and not actual receipts. Such quotes will be deemed acceptable documentation if price is within 25% of actual amounts charged to CLIENT, adjusted by unusual or seasonal travel circumstances.

e) The rates for Verification Testing shall be the same as the Training/Implementation rates set forth in the Investment Summary.

f) The rates listed in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by CLIENT and shall be paid over to the proper authorities by CLIENT or reimbursed by CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax-exempt, CLIENT must provide COMPANY with CLIENT's tax-exempt number or form.

g) Payment is due within thirty (30) calendar days of invoice.

h) In the event of any disputed invoice, CLIENT shall provide written notice of such disputed invoice to Attention: COMPANY Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to COMPANY within fifteen (15) calendar days of CLIENT's receipt of the invoice. An additional fifteen (15) days is

allowed for the CLIENT to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CLIENT that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CLIENT to resolve any issues presented in CLIENT's notification to COMPANY. CLIENT may withhold payment of only the amount actually in dispute until COMPANY provides the required written response, and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if COMPANY is unable to complete all material action steps required to remedy the disputed matter because CLIENT has not completed the action steps required of them, CLIENT shall remit full payment of the invoice.

i) Any invoice not disputed as described above shall be deemed accepted by the CLIENT. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under the Investment Summary.

3) TRAINING ENVIRONMENT

If training is being conducted at the CLIENT's site, the CLIENT is responsible for providing a productive environment to conduct training. COMPANY is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of CLIENT personnel to be trained. Time spent on-site by COMPANY that results in non-productive training time beyond COMPANY's control will be billed as training time. COMPANY will make reasonable efforts to schedule training on dates requested by the CLIENT. Trainers will be on-site approximately noon Monday through noon

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Friday. This allows appropriate travel time to and from the CLIENT's site.

4) SITE REQUIREMENTS

a) CLIENT shall maintain a high speed internet connection (1.5mbps download AND 512kbps upload) with a static IP address and must be able to provide COMPANY with IP connection to CLIENT's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution. COMPANY is not responsible for purchase of VPN client software license or configuration of CLIENT's firewall settings. **No wireless Internet connections allowed.**

b) COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met.

5) ADDITIONAL SERVICES

Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at COMPANY's then current market rate for the service as they are incurred. Travel and other expenses, plus a 10% travel processing fee will be billed as delivered.

6) LIMITATION OF LIABILITY

COMPANY shall not be liable for inaccurate data in COMPANY's application software which is the result of conversion of inaccurate data from the previous system. COMPANY's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. The CLIENT shall not in any event be entitled to, and COMPANY shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth

in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Professional Services Agreement.

Annual Software Maintenance

1) Scope of Agreement. So long as CLIENT engages services defined within, both parties acknowledge that this Annual Software Maintenance Agreement covers both support for the software products listed in the Investment Summary of this Agreement and licensing of updates of such installed software products.

2) Payment.

a) Additional Charges. Any maintenance performed by COMPANY for the CLIENT, which is not covered by this Annual Software Maintenance Agreement, will be charged at COMPANY's then current market rates. All materials supplied in connection with such non-covered maintenance or support plus expenses will be charged to CLIENT.

b) Support and services will be suspended whenever CLIENT's account is thirty (30) calendar days overdue and shall be reinstated when CLIENT's account is made current.

3) Licensing of Updates, Releases, and New Versions of the Installed Software Products.

a) In consideration for the payment of the annual maintenance fees, CLIENT'S license of the COMPANY's installed software products set forth in the Investment Summary shall be extended to include any and all updates, releases, and/or new versions of the installed software products delivered to CLIENT under this Annual Software Maintenance Agreement, subject to the terms and conditions herein.

b) For as long as a current Annual Software Maintenance Agreement is in place, COMPANY shall promptly correct any functions of the software products which fail to substantially comply with COMPANY's current specifications for the most current version of the software products. If CLIENT

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has made modifications to the software products, COMPANY will not make such corrections, unless modifications were specifically authorized in writing by COMPANY.

c) COMPANY reserves the right to change the functionality of future releases of its software and CLIENT understands that COMPANY is not obligated to include specific functionality in future releases unless provided for herein.

4) Terms and Conditions for Support.

a) COMPANY shall provide software related CLIENT support during standard support hours. Currently, standard support hours are from 7:00am to 7:00pm, Central Standard Time, Monday thru Friday, excluding holidays. COMPANY reserves the right to modify these support hours as COMPANY sees fit in order to better serve its entire client base. Assistance and support requests which require special assistance from COMPANY's development group will be taken and directed by support personnel.

b) COMPANY will maintain staff that is appropriately trained to be familiar with the software products in order to render assistance, should it be required.

c) COMPANY will provide CLIENT with all updates that COMPANY may make to the then current version of the installed software products covered in this Agreement. CLIENT agrees to install such updates promptly after receipt.

d) CLIENT acknowledges that the updates/enhancements may not be compatible with CLIENT's particular hardware configuration or operating system. CLIENT acknowledges that additional hardware and software may be required at the CLIENT's expense in order to utilize the updates/enhancements.

e) COMPANY will make available appropriately trained personnel to provide CLIENT additional training, program changes,

analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate plus expenses. *COMPANY employs many CPAs but is not a board registered CPA firm.*

f) COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met.

5) Support Terms for CLIENTs Not Participating in the Annual Software Maintenance Agreement.

The Software License Agreement includes six months free maintenance. If CLIENT elects not to participate in the COMPANY Annual Software Maintenance Agreement, CLIENT shall receive support on a Time and Materials basis following six months after the COMPANY Software is installed in accordance with the following terms:

a) CLIENTs not on Software Support Maintenance will receive the lowest priority for Software Support.

b) CLIENTs not on Software Support Maintenance will be required to purchase new releases of the Software. New Releases will include fixes, enhancements and updates, such as, Tax Tables, W/2 reporting formats, 1099 changes, etc.

c) CLIENTs not on Software Support Maintenance will be charged \$175 per hour with a one-hour minimum for all software support calls.

d) CLIENTs not on Software Support Maintenance will not be granted access to COMPANY's software support web-site.

e) CLIENTs not on Software Support Maintenance are subject to higher rates for training and continuing education performed by COMPANY employees. This is due to the fact that the CLIENT may not be utilizing the most current version of our software.

f) COMPANY will not guarantee a program fix to a documented bug for software

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versions that are not the currently released version. Because every CLIENT is on Software Support Maintenance, often times, bug fixes are rolled into the latest release and then sites are upgraded to the latest release of the software.

g) If a CLIENT decides to discontinue Software Support Maintenance and later chooses to reinstate Software Support Maintenance, the CLIENT will be required to pay the portion of annual software support maintenance fees for the Enhancement and Software Updates (27%) dating back to the date when the CLIENT discontinued Software Support Maintenance.

6) Additional Services. The services listed below are not included in the COMPANY Software Maintenance Agreement. These services shall be provided at COMPANY's discretion and will be billed on a Time and Materials basis at COMPANY's then current rates:

- a) Changes to print programs;
- b) Software modifications;
- c) Software Training;
- d) Responding to problems caused by bad data;
- e) Responding to problems caused by hardware;
- f) Responding to problems caused by operator error;
- g) Responding to problems caused by software that is not COMPANY software;
- h) Responding to problems resulting from misuse, accidents, CLIENT neglect, fire, or any other cause not within COMPANY's reasonable control;
- i) Changes made to the COMPANY Software by someone other than COMPANY personnel; and
- j) Any other services performed by COMPANY not otherwise specifically provided for in this Agreement, including but not limited to, bank reconciliation, reconciling out of balance reports, balancing segments of the

system, etc.

7) Limitations and Exclusions. The support and services of this Annual Software Maintenance Agreement do not include the following:

- a) Support service does not include the installation of the software products, onsite support, application design, and other consulting services, support of an operating system or hardware, or any support requested outside of standard support hours.
- b) CLIENT shall be responsible for implementing, at its expense, all changes to the current version. CLIENT understands that changes furnished by COMPANY for the current version are for implementation in the current installed software products version, as it exists without customization or CLIENT alteration.
- c) If CLIENT has made modifications to the software products, COMPANY will not support the modified software products, unless modifications were specifically authorized in writing by COMPANY.

8) CLIENT Responsibilities.

a) CLIENT shall provide, at no charge to COMPANY, full and free access to the software programs covered hereunder, including the following: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service. Such environment includes, but is not limited to, use of the appropriate operating system at the version and release levels specified by COMPANY and additionally specifies that the environment for any COMPANY software application requires the CLIENT to have e-mail and Internet access. CLIENT will be responsible for all additional costs incurred to the extent such hardware and software does not conform to COMPANY's current specifications. The acquisitions of

COMPANY PER CITATION AGREEMENT TERMS & CONDITIONS

necessary hardware and software meeting the requirements then in effect shall be sole responsibility of the CLIENT.

b) CLIENT shall maintain a high speed internet connection (DSL, Cable, or faster) and must be able to provide COMPANY with IP connection to CLIENT's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution. COMPANY is not responsible for purchase of VPN client software license or configuration of CLIENT's firewall settings. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met.

c) CLIENT must maintain an active e-mail address capable of receiving a 5 MB attachment. This e-mail account must be accessible from a PC connected to the server hosting the COMPANY software applications.

d) CLIENT must open firewall ports to enable access to COMPANY's FTP server for program updates via Live Update.