

**A G R E E M E N T**  
**FOR CASHIERING AND REMITTANCE PROCESSING SOFTWARE AND SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 7th day of May, 2019 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and N. Harris Computer Corporation, a Canadian corporation authorized to do business in the United States of America and the State of California, whose address is 1 Antares Drive, Suite 400, Ottawa, Ontario, Canada ("CONTRACTOR"). COUNTY and CONTRACTOR may be referred to individually as a "Party" or collectively as "Parties" to this Agreement.

**W I T N E S S E T H:**

Whereas, CONTRACTOR offers support and maintenance of the iNovah cashiering system with integrated remittance processing capabilities (the "System") to COUNTY;

Whereas, COUNTY and CONTRACTOR entered into Agreement Number A-14-628 ("Original Agreement") on October 28, 2014, and amended the Original Agreement on October 31, 2017 to expand the services provided by CONTRACTOR; and

Whereas, COUNTY and CONTRACTOR desire to execute this Agreement for the continued purchase of hardware, software licenses, professional services, maintenance, and support of the existing System and additional modules, as listed in Schedule A to this Agreement; and

Whereas, COUNTY and CONTRACTOR wish to replace and supersede the Original Agreement and modify the overall structure of the Original Agreement, as COUNTY's needs have changed.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties agree that the Original Agreement, as amended, shall be superseded and replaced in its entirety by this Agreement, and further agree as follows:

**1. DEFINITIONS**

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

**"Change Order"** means a formal written request agreed to in writing by both parties. The Party

1 receiving a Change Order shall, within a reasonable time after receipt, respond to the Party giving a  
2 Change Order and state whether the order shall be approved or rejected. Both parties shall meet and  
3 confer on Change Orders as needed.

4 **“Completion of Services”** means COUNTY has determined that all necessary deliverables  
5 have been delivered, that the System has been successfully tested, that the System performs all  
6 functions required as specified by COUNTY in future requests as mutually agreed upon.

7 **“Designated Computer System”** shall mean COUNTY’s hardware and software operating  
8 system environment licensed to run the System in a specific location including production and test  
9 environments with backup capabilities.

10 **“Documentation”** means user guides, operating manuals, supporting materials, and other  
11 information relating to the Software or used in conjunction with the System whether distributed in print,  
12 magnetic, electronic, or video format, in effect as of the date stated in the signed written notice of  
13 Completion of Services under section 3.A.1 of this Agreement.

14 **“License”** means the non-exclusive license granted to COUNTY to configure and install the  
15 Software on COUNTY’s server computer to enable users to access and use the Software.

16 **“Related Material”** means all user documentation, such as manuals or guides, technical  
17 documentation including operating manuals, flow charts, schematics, data flows, data structures, and  
18 control logic of the Software, with sufficient detail to enable a trained programmer to maintain or modify  
19 the Software.

20 **“Services”** has the meaning given in section 2.1 of this Agreement.

21 **“Software”** means the object code (machine-readable or interpreted code), and Related  
22 Materials provided by CONTRACTOR to COUNTY in support of the System, including programs,  
23 updates, or patches provided later, and including all copies made by COUNTY. Software does not  
24 include Operating system software or any other third-party software. The Software to be provided by  
25 CONTRACTOR at the inception of this Agreement is identified on the attached Schedule A as “Included  
26 Programs.” “Software,” as used in this Agreement, does not include programs or software applications  
27 identified on Schedule A as “Required Programs.”  
28

1       **“Source Code”** means a collection of computer instructions provided by CONTRACTOR,  
2 possibly with comments, written in programming languages that can be read by trained programmers  
3 and is capable of being assembled, compiled, or translated into object code (computer or machine-  
4 readable code that can be read by the computer).

5       **“Warranty Period”** means a period of 90 days from the date stated in the signed written notice  
6 of Completion of Services under Section 3.A.1 of this Agreement, during which time CONTRACTOR  
7 shall correct any errors or malfunctions in the Software reported in writing to CONTRACTOR by  
8 COUNTY.

9       2.       OBLIGATIONS OF CONTRACTOR

10       CONTRACTOR grants to COUNTY a perpetual license to utilize the Software, and shall provide  
11 the Services to COUNTY, all upon the terms and conditions set out in this Agreement.

12       A.       Grant of Licenses

- 13               i.   Subject to the terms and conditions of this Agreement, CONTRACTOR hereby  
14               grants to COUNTY a perpetual, non-exclusive, non-transferable right and license  
15               to use the Software on the Designated Computer System (the “License”).
- 16               ii.   Any Software furnished by CONTRACTOR may be copied in whole or in part by  
17               COUNTY for use on the Designated Computer System. COUNTY agrees that all  
18               Software furnished by CONTRACTOR, including all copies thereof made by  
19               COUNTY, is and at all times remains the sole property of CONTRACTOR.
- 20               iii.   The License granted under this Agreement permits COUNTY to: (i) use the  
21               Software for its purposes including, but not limited to, performing testing, disaster  
22               recovery, disaster testing, training, archival backup as COUNTY deems  
23               necessary, and (ii) use, copy and modify the Documentation for the purpose of  
24               creating and using training materials relating to the Software, which training  
25               materials may include flow diagrams, system operation schematics, or screen  
26               prints from operation of the Software. Access to and use of the Software by  
27  
28

County's independent contractors shall be considered authorized use under this section.

B. Term of License

- i. The License granted herein commences on the date of this Agreement, and is of perpetual duration unless terminated due to a default by COUNTY. This perpetual License shall expressly survive termination of this Agreement.

C. Restrictions on Use

- i. Except as expressly provided herein, COUNTY may not give away, rent, lease or otherwise sell, sublicense, distribute or transfer the License granted under this Agreement without the prior written consent of CONTRACTOR.
- ii. CONTRACTOR requires a separate License for each Designated Computer System on which the Software or any portion thereof is read in machine-readable form for operation on such Designated Computer System in a production environment. In addition, each License permits COUNTY to use the Software in (i) a test environment and (2) on a backup or disaster recovery system.
- iii. Within thirty (30) days after discontinuance or termination of the License for default by COUNTY, COUNTY shall deliver to CONTRACTOR the Software and all copies thereof, including partial copies which may have been modified by COUNTY or CONTRACTOR. Alternatively, the Software and other related materials may be disposed of in accordance with written instructions from CONTRACTOR. Upon prior written authorization from CONTRACTOR, COUNTY will be permitted for a specific period after the termination of the License to retain one copy of certain materials for record purposes.
- iv. The Software and Related Materials supplied by CONTRACTOR are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and Related Materials supplied by CONTRACTOR remain with CONTRACTOR. Use of the Software and Related Materials supplied by

1 CONTRACTOR is subject to the applicable copyright laws and the express rights  
2 and restrictions of this Agreement. Any rights not expressly granted herein are  
3 reserved. COUNTY may not remove any copyright, trademark or other proprietary  
4 notices from the Software and Related Materials

5 D. Derivation, Modification and Copyright

6 i. COUNTY agrees that it will not attempt to derive, or permit or help others to  
7 derive the Source Code relating to the Software or attempt to otherwise convert or  
8 alter the Software into human readable code. COUNTY further agrees that it will  
9 not alter the Software into human readable code. COUNTY further agrees that it  
10 will not attempt to duplicate, or permit or help others to duplicate, the Source  
11 Code relating to the Software. COUNTY shall have no right to modify any of the  
12 Software supplied by CONTRACTOR for COUNTY's use under this Agreement  
13 without the prior written approval and direction of CONTRACTOR.

14 ii. COUNTY agrees that it will not, except as otherwise expressly provided in this  
15 Agreement or except as dictated by COUNTY's standard computer system's  
16 backup procedures and/or test environments, make or allow others to make  
17 copies or reproductions of the Software or other proprietary information in any  
18 form. COUNTY agrees that it will not copy or otherwise reproduce the Software  
19 and that any additional copies as are reasonably necessary for the use of the  
20 Software shall be provided to COUNTY through the issuance of additional  
21 Licenses at CONTRACTOR's charge that is current at the time COUNTY  
22 requests such additional Licenses.

23 iii. COUNTY may duplicate the Documentation in addition to the copying and  
24 modification provided in section 2(A)(iii) of this Agreement, at no additional  
25 charge, for COUNTY's use, so long as all required proprietary markings are  
26 retained on all duplicated copies.

27 E. Ownership of Software and Confidential Information  
28

- 1 i. COUNTY acknowledges that the Software contains proprietary and confidential  
2 information of CONTRACTOR which shall, at all times, remain the property of  
3 CONTRACTOR. COUNTY is only entitled to use of the Software in accordance  
4 with the terms of this Agreement.
- 5 ii. COUNTY shall ensure that the Universal Copyright Convention symbol and other  
6 copyright and proprietary notices of CONTRACTOR will remain on the Software in  
7 machine-readable form. COUNTY will take the same care to safeguard the  
8 Software as it takes to safeguard its own confidential information. No third party,  
9 other than duly authorized agents or employees of COUNTY authorized pursuant  
10 to the Licenses issued hereunder, shall have access or to use the Software.
- 11 iii. In order to assist CONTRACTOR with the protection of its proprietary rights with  
12 respect to the Software and to enable CONTRACTOR to ensure that COUNTY is  
13 complying with its obligations with respect to the proprietary nature and  
14 confidentiality of the Software, COUNTY shall permit CONTRACTOR to visit  
15 during normal business hours at any premises at which the Software is used, and  
16 shall provide CONTRACTOR with access to the Designated Computer System  
17 running such software.

18 F. Provision of Source Code

- 19 i. COUNTY's ability to utilize the Software shall be jeopardized if CONTRACTOR  
20 fails to maintain or support such Software, and unless complete Source Code for  
21 the Software and related Documentation is made available to COUNTY for  
22 COUNTY's use in satisfying COUNTY's maintenance and support requirements.  
23 Therefore, CONTRACTOR agrees that if an "Event of Default," as provided in this  
24 section 2(F)(ii) occurs, then CONTRACTOR shall promptly provide to COUNTY  
25 one copy of the most current version of the Source Code for the affected Software  
26 and associated Documentation.

- 1                   ii. An Event of Default shall be deemed to have occurred if CONTRACTOR: (1)  
2                   ceases to market or make available maintenance or support services for the  
3                   Software during a period in which COUNTY is entitled to receive or to purchase,  
4                   or is receiving or purchasing, such maintenance and support and CONTRACTOR  
5                   has not promptly cured such failure despite COUNTY's demand that  
6                   CONTRACTOR make available or perform such maintenance and support; (2)  
7                   becomes insolvent, executes and assignment for the benefit of creditors, or  
8                   becomes subject to bankruptcy or receivership proceedings; (3) ceases business  
9                   operations generally; or (4) has transferred all or substantially all of its assets or  
10                  obligations to a third party that has not assumed, as provided in section 9 of this  
11                  Agreement, the obligations of CONTRACTOR under this Agreement.  
12               iii. At all times during the Term of this Agreement, CONTRACTOR shall promptly  
13                  and continuously update and supplement the Source Code as necessary with all  
14                  corrections, improvements, updates, releases, or other changes developed for the  
15                  Software and Documentation. If an Event of Default occurs, the Source Code  
16                  shall at that time be in a form suitable for reproduction and use by computer and  
17                  photocopy equipment, and shall consist of a full source language statement of the  
18                  program or programs comprising the Software and available program  
19                  maintenance documentation to allow a reasonably skilled programmer to support  
20                  or further develop the Software without the assistance of CONTRACTOR after an  
21                  Event of Default.  
22               iv. If, as a result of an Event of Default, CONTRACTOR fails to provide support  
23                  services required under this Agreement, then any periodic license, support, or  
24                  maintenance fee which COUNTY is required to pay under this Agreement for  
25                  Software shall be reduced to reflect such lack of support services.

26               G.     Ownership and Disposition of Documents.  
27  
28

- 1 i. COUNTY shall be the exclusive owner of all materials and documents that were  
2 developed or prepared by CONTRACTOR specifically for COUNTY under this  
3 Agreement. All materials and documents that were developed or prepared by  
4 CONTRACTOR for general use and which are not the copyright of any other party  
5 or publicly available, including educational materials, the Software and any other  
6 computer application, shall continue to be the property of CONTRACTOR.

7 H. Hardware

- 8 i. County agrees to purchase from CONTRACTOR, and CONTRACTOR agrees to  
9 sell to COUNTY, the hardware listed on the attached Schedule A, for the  
10 purchase prices listed in said Schedule. CONTRACTOR shall arrange for delivery  
11 of the hardware, and COUNTY shall pay for the transportation charges incurred  
12 by CONTRACTOR in connection with the delivery of the hardware. Delivery shall  
13 be F.O.B. point of destination, provided that COUNTY shall pay for the shipping  
14 charges. All risk of loss and risk of damage to the hardware will pass to COUNTY  
15 upon delivery to COUNTY's specified location.
- 16 ii. Upon delivery of the hardware to COUNTY, CONTRACTOR shall invoice  
17 COUNTY for the hardware, and COUNTY shall pay for the same within forty-five  
18 (45) days. CONTRACTOR hereby reserves a purchase money security interest in  
19 accordance with this Agreement until payment in full is received for all hardware  
20 delivered to COUNTY, and for that purpose, this Agreement shall be a security  
21 agreement. COUNTY authorizes CONTRACTOR or its agent to file the necessary  
22 financing statements to perfect CONTRACTOR's interest. Additionally,  
23 CONTRACTOR may file this Agreement or a copy of this agreement with such  
24 public filing offices as are necessary in CONTRACTOR's discretion.
- 25 iii. CONTRACTOR and/or the hardware manufacturer(s) will provide COUNTY with  
26 one copy of the then current user documentation for use with the hardware  
27 ordered and the environmental specifications for the equipment, where applicable.  
28



1                   iv. Except as otherwise provided in this Agreement, COUNTY shall be responsible  
2                   for the installation of the hardware at COUNTY's location. If COUNTY desires  
3                   CONTRACTOR to perform any installation not described in this Agreement,  
4                   CONTRACTOR and COUNTY shall follow the procedures set out in this  
5                   Agreement.

6                   I.       CONTRACTOR's Services

7                   In order to achieve the Completion of Services, CONTRACTOR agrees, subject to the  
8 terms and conditions of this Agreement, to perform the following services (the "Services") for COUNTY  
9 as set forth in the Statement of Work attached hereto at Schedule C, which shall include:

- 10                   i. Oversee and implement the expansion of CONTRACTOR's Software. This will be  
11                   largely implementation in regards to the addition of the services provided to the  
12                   Agriculture Department, and the addition of the Accounts Receivable module to  
13                   the System.
- 14                   ii. Install the Software, perform necessary setup and configuration operations, and  
15                   perform initial testing and parallel testing
- 16                   iii. Provide training on an appropriate schedule, as agreed upon by the Parties,  
17                   based on, among other things, the modules in respect of which training is required  
18                   and the skills and availability of COUNTY staff members. CONTRACTOR  
19                   recommends a maximum of eight (8) people in each training class for optimal  
20                   training. In any training class exceeding eight (8) people, COUNTY may be  
21                   assessed an additional charge for additional instructors.
- 22                   iv. COUNTY is required to make copies of the training manuals required for the  
23                   training classes either by photocopy or electronic duplication each of which is  
24                   subject to the restrictions and obligations contained in this Agreement. Online  
25                   reference documentation is delivered with each release. COUNTY may print this  
26                   documentation solely for its internal use.

- v. Cancellation of any on-site services by COUNTY is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by COUNTY with fourteen (14) days or less of scheduled on-site services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs actually incurred by CONTRACTOR due to advance scheduling of travel. Additionally, COUNTY hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as CONTRACTOR's then current schedule permits. CONTRACTOR is not responsible for any delay in COUNTY's project resulting from COUNTY's cancellation of training. If upon CONTRACTOR's arrival, COUNTY has not completed the assigned tasks for such visit by CONTRACTOR, then COUNTY will be billed at one hundred percent (100%) of the on-site fee and scheduled on-site services can be cancelled by CONTRACTOR. If additional services are required because COUNTY was not adequately prepared, CONTRACTOR will provide a Change Order to COUNTY for the additional services. If adequate substitute services can reasonably be provided by CONTRACTOR while on-site in lieu of the scheduled services, CONTRACTOR will endeavor to provide those at no additional charge during the scheduled time.
- vi. CONTRACTOR shall provide support services in accordance with Schedule D (the "Support and Maintenance Services"), as may be modified or supplemented from time to time by Contractor in its sole discretion upon thirty (30) days notice to County. Upgrades may require additional services to be performed by Contractor outside of the scope of the standard Support and Maintenance Services, including additional training and professional services for the installation and implementation of the Upgrade that will be subject to Contractor's then-prevailing policies, terms and billable fees related to pricing and hourly rates. .

J. Performance by Contractor

- i. CONTRACTOR shall perform the Services in an efficient, competent and timely manner, and exercise reasonable care, skill and diligence in the performance thereof.
- ii. CONTRACTOR shall determine, in its sole discretion, the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to COUNTY personnel. CONTRACTOR will communicate openly with COUNTY on its methodology, manner and means.
- iii. The Services shall be performed with COUNTY's full cooperation, on the premises of COUNTY or, if agreed to by both Parties, at an alternative location, CONTRACTOR agrees, while working on COUNTY's premises, to observe COUNTY's rules and policies relating to the security thereof, access to or use of all or part of COUNTY's rules and policies relating to the security thereof, access to or use of all or part of COUNTY's premises and any of COUNTY's property, including proprietary or confidential information.
- iv. CONTRACTOR shall respond expeditiously to any inquiries pertaining to this Agreement from COUNTY.

K. Additional CONTRACTOR Obligations

- i. The Software must run on an operating system ("OS") on the Designated Computer System that is consistently and currently supported by CONTRACTOR. Unsupported operating systems will not be implemented on COUNTY's production network. The timing for support for newer OS versions and OS upgrades will be determined at the sole discretion of CONTRACTOR.
- ii. COUNTY will apply operating system and security patches to the Designated Computer System as releases are available. The application is expected to perform in this environment. Should the patches cause an issue with the Software, CONTRACTOR will respond according to support and maintenance procedures as provided in Schedule D, based on severity and impact of the patch.

COUNTY acknowledges that in some instances a patch may need to be backed out if the patch causes significant issues and a fix cannot be delivered in a timely manner.

- iii. COUNTY will actively run anti-virus management on all Designated Computer Systems where appropriate. The Software is expected to perform adequately while anti-virus management is active. COUNTY will exclude from its anti-virus management software-specific Software directories defined by CONTRACTOR, to ensure performance of the System.
- iv. COUNTY utilizes a backup and recovery system written and maintained by Commvault Systems. This application requires a backup agent to run on the server. The Software must run harmoniously with the Commvault backup agent. COUNTY is responsible for backup and recovery software and procedures.
- v. COUNTY runs a variety of proactive monitoring tools to ascertain the health and performance of the Designated Computer System, including its associated network connections, power, and other components. It is expected that the Software will run while these monitoring tools are enabled. COUNTY is responsible for backup monitoring tools and impacts, if any.
- vi. All software services must run as a true service, and not require a user to be logged-in at a console. The Software must not require the users to have administrative rights on the servers. COUNTY will enable appropriate administration rights and privileges for cashiering users to install and upgrade the cashiering workstation software components automatically upon login.
- vii. During the period of ninety (90) days from the date stated in the signed written notice of Completion of Services under section 3(A)(i) of this Agreement, CONTRACTOR shall correct any errors or Malfunctions in the Software that are reported in writing to CONTRACTOR by COUNTY. TO THE GREATEST EXTENT PERMITTED BY LAW, THE SOFTWARE AND SERVICES PROVIDED

1 BY CONTRACTOR ARE PROVIDED "AS IS" AND THERE ARE NO  
2 WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR  
3 IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW,  
4 COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING  
5 THE SOFTWARE OR SERVICES PROVIDED HEREUNDER OR IN  
6 CONNECTION HERewith. CONTRACTOR DISCLAIMS ANY IMPLIED  
7 WARRANTY OR CONDITION OF MERCHANTABLE QUALITY,  
8 MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE,  
9 TITLE OR NON-INFRINGEMENT. CONTRACTOR DOES NOT REPRESENT  
10 OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF  
11 COUNTY'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR  
12 DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

13 3. OBLIGATIONS OF COUNTY

14 COUNTY wishes to (a) acquire a license to utilize the Software, and (b) retain CONTRACTOR to perform  
15 the Services, including the support and maintenance services provided in Schedule D.

16 A. Performance by COUNTY

- 17 i. COUNTY acknowledges that the success and timeliness of the implementation  
18 process shall require the active participation and collaboration of COUNTY and its  
19 staff and agrees to act reasonably and cooperate fully with CONTRACTOR to  
20 achieve completion of the services ("Completion of Services"). Upon Completion  
21 of Services, COUNTY shall deliver a signed written notice to CONTRACTOR  
22 stating the date when Completion of Services occurred.
- 23 ii. COUNTY acknowledges that the use of the Software requires that COUNTY  
24 obtain and install required software programs (the "Required Programs"), as  
25 detailed in the attached Schedule B, and COUNTY agrees that its acquisition of  
26 these Required Programs shall be at its sole cost, and that the cost thereof is not  
27 included in the fees herein. COUNTY further acknowledges that the operation of  
28

1 the Software requires COUNTY's hardware to be sufficient quality, condition and  
2 repair at its sole cost and expense, in order to facilitate the achievement of  
3 Completion of Services.

- 4 iii. COUNTY shall appoint a project manager (the "Project Manager"), who shall work  
5 closely with CONTRACTOR to facilitate the successful completion of the  
6 implementation process and who shall be responsible for supervising the staff of  
7 COUNTY and their cooperation with and participation in such process.

8 B. Additional COUNTY Obligations

- 9 i. COUNTY shall install all corrections and maintenance releases for the Software  
10 within a reasonable period of time of COUNTY's notification of their availability.  
11 However, any fix or correction designated as "critical" by CONTRACTOR shall  
12 be implemented by COUNTY within thirty (30) days of notification to COUNTY  
13 by CONTRACTOR of its availability. COUNTY shall notify CONTRACTOR of  
14 suspected defects in any of the Software. COUNTY shall provide, upon  
15 CONTRACTOR request, additional data deemed necessary or desirable by  
16 CONTRACTOR to reproduce the environment in which such defect occurred.
- 17 ii. COUNTY shall allow the use of online diagnostics on the Software, if required  
18 by CONTRACTOR during problem diagnosis. COUNTY shall provide to  
19 CONTRACTOR, at COUNTY's expense, access to the Designated Computer  
20 System via a secured virtual private networking client (VPN). CONTRACTOR  
21 must contact COUNTY's IT Security department to have access enable prior to  
22 connecting to the Designated Computer System for support.
- 23 iii. COUNTY will provide an account with administrative rights for CONTRACTOR,  
24 at an appropriate security level as determined by COUNTY's IT Security  
25 department, to administer the Software. The account password will periodically  
26 expire.

- 1                   iv.    COUNTY shall ensure that its personnel are, at relevant stages of the project,  
2                   educated and trained in the proper use of the Software, in accordance with  
3                   applicable CONTRACTOR manuals and instructions. If COUNTY's personnel  
4                   are not properly trained as mutually determined by CONTRACTOR and  
5                   COUNTY, COUNTY agrees that such personnel will be trained by  
6                   CONTRACTOR or COUNTY within thirty (30) days of that determination. If  
7                   COUNTY desires CONTRACTOR to perform the required training, then  
8                   CONTRACTOR shall be compensated in accordance with this Agreement.
- 9                   v.    COUNTY shall establish proper backup procedures necessary to replace critical  
10                  COUNTY data in the event of loss or damage to such data from any cause.  
11                  COUNTY shall provide CONTRACTOR with access to qualified functional or  
12                  technical personnel to aid in diagnosis and to assist in repair of the Software in  
13                  the event of error, defect or malfunction.
- 14               vi.   COUNTY shall have the sole responsibility for:
- 15                   a.   The performance of any tests it deems necessary prior to the use of the  
16                   Software.
- 17                   b.   Assuring proper Designated Computer System installation configuration,  
18                   verification, audit controls and operating methods.
- 19                   c.   Implementing proper procedures to assure security and accuracy  
20                   of input and output and restart and recovery in the event of malfunction.
- 21                   d.   Timely upgrade and keeping current all third-party license releases  
22                   and/or software products to meet the requirements of CONTRACTOR  
23                   Software.
- 24               vii.   COUNTY shall comply with all applicable local, state, and federal laws and  
25                   regulations in connection with its use of the Software, including, without  
26                   limitation, those related to privacy, electronic communications and anti-spam  
27                   legislation. COUNTY is responsible for ensuring that its configuration and use  
28

of the Software to store or process credit card data complies with applicable Payment Card Industry Data Security Standards (“**PCI DSS**”) and The Fair and Accurate Credit Transactions Act (“**FACTA**”) requirements and shall not store credit card and social security data in the system except in the designated encrypted fields for such data.

#### 4. TERM

The term of this Agreement shall be for a period of five (5) years, commencing on the Effective Date above. This Agreement may be extended for five (5) additional consecutive twelve (12) month periods, upon payment of maintenance and support costs for the following year, unless either Party provides written notice of its intention not to renew to the other Party at least sixty (60) days prior to expiration of the commencement of the optional renewal period. Annual support payments will be invoiced a minimum of forty-five (45) days prior to the expiration of the Agreement.

Terms and conditions of this Agreement relating to the license of the Software and the Documentation, and the rights and obligations of the parties with respect thereto, as set forth in sections 2(A) through 2(G) of this Agreement, shall survive the termination of this Agreement.

#### 5. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - If either party should fail to comply with its obligations under this Agreement, the other party must notify the breaching party in writing of such default (a “**Default Notice**”). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to (i) issue a notice disputing the alleged default within such thirty (30) day period; or (ii) correct the default within ninety (90) days following receipt of the Default Notice, the other party may terminate the whole of this Agreement



1 effective upon written notice to the other party. In such case, COUNTY will be responsible for payment of  
2 those fees earned by CONTRACTOR up to the time of communication of such notice of termination to the  
3 breaching party.

4 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this  
5 Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment  
6 impair or prejudice any remedy available to COUNTY with respect to the breach or default.

7 C. Without Cause: Under circumstances other than those set forth above, this Agreement may  
8 be terminated by COUNTY by giving ninety (90) days advance written notice of an intention to  
9 terminate to CONTRACTOR. In such case, COUNTY will be responsible for payment of those fees  
10 earned by CONTRACTOR up to the time of communication of such notice of termination.

11 6. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR, and  
12 CONTRACTOR agrees to receive compensation as described in Schedule A, which is incorporated by this  
13 reference. Any additional software modules purchased pursuant to this agreement must be approved in  
14 writing by the COUNTY's Chief Information Officer or his designee.

15 In no event shall the total compensation paid for services performed under this Agreement exceed  
16 eight hundred ninety thousand dollars (\$890,000) during the term of this Agreement. It is understood that all  
17 expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by  
18 CONTRACTOR.

19 7. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations  
20 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that  
21 CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times  
22 be acting and performing as an independent contractor, and shall act in an independent capacity and not as  
23 an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore,  
24 COUNTY shall have no right to control or supervise or direct the manner or method by which  
25 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer  
26 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the  
27 terms and conditions thereof.

1 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and  
2 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

3 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right  
4 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable  
5 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
6 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating  
7 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
8 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
9 CONTRACTOR may be providing services to others unrelated to COUNTY or to this Agreement.

10 8. MODIFICATION: Any matters of this Agreement may be modified from time to time by the  
11 written consent of all the parties without, in any way, affecting the remainder.

12 9. NON-ASSIGNMENT: Neither Party shall assign, transfer or sub-contract this Agreement nor  
13 their rights or duties under this Agreement without the prior written consent of the other Party, except that  
14 either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially  
15 all of its assets, merger or other change in legal status. In such a case, CONTRACOTOR shall notify  
16 COUNTY of the assignment due to dissolution, acquisition, sale of substantially all of its assets, merger or  
17 other change in legal status, and execute a formal Assignment, the form of which to be approved by  
18 COUNTY

19 10. HOLD HARMLESS / INTELLECTUAL PROPERTY INDEMNIFICATION / LIMITATION OF  
20 LIABILITY:

21 10.1 Intellectual Property Indemnification.

22 a. In the event there is a third party claim against COUNTY alleging that COUNTY's use of the  
23 Software in accordance with this Agreement constitutes an infringement of a Canadian or United States  
24 patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in  
25 COUNTY's jurisdiction, CONTRACTOR shall, at its sole cost and expense, defend and indemnify COUNTY  
26 and pay any amounts finally awarded by a court of competent jurisdiction or agreed to in a settlement  
27 approved by CONTRACTOR in advance, provided that:(i) COUNTY gives CONTRACTOR prompt written  
28

1 notice of any such claim and full opportunity to defend the same; (ii) COUNTY has not made any  
2 admissions or entered into any settlement negotiations either prior to or after providing notice to  
3 CONTRACTOR of the applicable claim except with CONTRACTOR's prior written consent, (iii)  
4 CONTRACTOR has sole control of the defense of any claim or proceeding and all negotiations for its  
5 compromise or settlement; and (iv) COUNTY reasonably assists and provides information to  
6 CONTRACTOR throughout the action or proceeding.

7         b.         CONTRACTOR's liability for any claims under this Section 10.1 shall be reduced to the  
8 extent such claim arises from (i) unauthorized alterations or modifications to the Software by COUNTY or a  
9 third party, except with the prior written consent of CONTRACTOR; (ii) combination, integration or use of  
10 the Software with software, hardware or other materials not approved by Contractor, where such claim  
11 would not have arisen but for such combination, integration or use, unless such combination, integration or  
12 use was or should have been anticipated by CONTRACTOR; (iii) use of the Software other than in  
13 compliance with this Agreement; or (v) use of the Software after written notice from CONTRACTOR to  
14 COUNTY that COUNTY should cease to do so due to possible infringement.

15         c. Any breach by County of its covenants under this Section 10.1 shall nullify this indemnity but not  
16 the sole right of Contractor to have full and complete authority of the defense to defend such claim or  
17 proceeding and of all negotiations related therewith and the settlement thereof.         In the event that  
18 COUNTY'S use of the Software is finally held to be infringing, or CONTRACTOR deems that it may be held  
19 to be infringing, COUNTY agrees that the only remedy available to it is that CONTRACTOR shall be, at  
20 CONTRACTOR's election, for CONTRACTOR to: (1) procure for the COUNTY the right to continue use of  
21 the Software; or (2) modify or replace the Software so that it becomes non-infringing.

22         d.         The foregoing states CONTRACTOR's entire liability, and COUNTY's exclusive remedy,  
23 with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other  
24 intellectual property and property interest rights relating to the Software, or any part thereof or use thereof.

25         e.         COUNTY may, at COUNTY's sole cost and expense—which is outside the scope of this  
26 indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences  
27 and hearings or other court appearances (except where the court has specifically made an order against  
28

such attendance) related to the proceeding.

f. The indemnity provisions of this **Error! Reference source not found.**10.1 shall not apply to any third party software.

#### 10.2 General Indemnification

a. To the fullest extent permitted by law, and subject to the limitation on liability set forth in Section 10.3 below, CONTRACTOR shall fully indemnify, immediately defend, and hold harmless COUNTY and its officers, agents and employees from third party claims, demands, causes of action, and liabilities of every kind and nature whatsoever, including reasonable attorneys' fees and court costs, arising out of or in connection with the gross negligence or willful misconduct by CONTRACTOR or its agents or employees which relates to this Agreement.

b. This indemnity is only effective where (i) the District has provided prompt notice of the claim, action or demand to CONTRACTOR; (ii) the COUNTY has not made any admissions of liability or settlement offers either prior to or after providing notice to Harris of the applicable claim except with CONTRACTOR's prior written consent, except to the extent required by applicable law, (iii) CONTRACTOR has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iv) the COUNTY provides reasonable assistance to CONTRACTOR, at CONTRACTOR's expense throughout the action or proceeding, and (v) the COUNTY may, at the COUNTY's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend settlement conferences and hearings or other court appearances and hearings (except where the court has specifically ordered otherwise) related to the proceeding.

#### 10.3 Remedies:

a. BOTH PARTIES AGREE THAT, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR CONTRACTOR'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10.1 OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF CONTRACTOR, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS AND COUNTY'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY CONTRACTOR

1 IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS  
2 OF THE CAUSE OF ACTION, (I) FOR TIME PERIODS PRIOR TO ONE (1) YEAR AFTER COMPLETION  
3 OF SERVICES, SHALL NOT EXCEED ONE (1) TIMES THE TOTAL AMOUNT PAID BY COUNTY TO  
4 CONTRACTOR THROUGH COMPLETION OF SERVICES IN ACCORDANCE WITH THIS  
5 AGREEMENT, AND (II) THEREAFTER ONE (1) TIMES THE AMOUNT OF FEES PAID BY COUNTY TO  
6 CONTRACTOR UNDER THIS AGREEMENT IN TWELVE MONTH PERIOD PRECEDING THE CLAIM.

7 b. IN ADDITION TO THE FOREGOING, TO THE GREATEST EXTENT PERMITTED BY  
8 APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR, ITS AFFILIATES AND EACH OF THEIR  
9 RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS BE LIABLE TO  
10 COUNTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL,  
11 OR AGGRAVATED DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOSS OF  
12 REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, COSTS OF  
13 SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, OR LOSS OF BUSINESS OPPORTUNITY  
14 ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

15 c. CLAUSES (a) AND (b) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND, ACTION, OR  
16 PROCEEDING HOWSOEVER ARISING BY A PARTY IRRESPECTIVE OF THE NATURE OF THE  
17 CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING INCLUDING,  
18 BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT (INCLUDING  
19 FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), BREACH OF TRUST, OR BREACH OF  
20 FIDUCIARY DUTY, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE LIKELIHOOD OF THE  
21 OCCURRENCE OF SUCH DAMAGES OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND  
22 NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

23 11. INSURANCE

24 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third parties,  
25 CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies  
26 or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint  
27 Powers Agreement (JPA) throughout the term of the Agreement:

1                   A.     Commercial General Liability

2                   Commercial General Liability Insurance with limits of not less than One Million Dollars  
3 (\$1,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
4 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
5 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
6 liability or any other liability insurance deemed necessary because of the nature of this contract.

7                   B.     Automobile Liability

8                   Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
9 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
10 used in connection with this Agreement.

11                  C.     Professional Liability

12                  If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
13 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
14 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

15                  D.     Worker's Compensation

16                  A policy of Worker's Compensation insurance as may be required by the California Labor  
17 Code.

18                  E.     Technology Professional Liability (Errors and Omissions)

19                  Technology professional liability (errors and omissions) insurance with limits of not less than One  
20 Million Dollars (\$1,000,000.00) per occurrence. Coverage shall encompass all of CONTRACTOR's  
21 duties and obligations that are the subject of this Agreement. Coverage shall include, but not be limited  
22 to, any and all claims, damages, costs, fees, regulatory fines and penalties, or forms of legal action  
23 involving Cyber Risks.

24                  F.     Cyber Liability

25                  CONTRACTOR shall obtain cyber liability insurance with limits of not less than One Million  
26 Dollars (\$1,000,000) per occurrence. Coverage shall include, but not be limited to, claims involving  
27 Cyber Risks..  
28

1 Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breaches,  
2 which may include Disclosure, whether intentional or unintentional, of Information to an Unauthorized  
3 Third Party; (ii) invasion of privacy, including release of private information; (v) information theft by any  
4 third person or entity, whatsoever; (vi) damage to or destruction or alteration of electronic information;  
5 (vii) extortion related to CONTRACTOR'S obligations under this Agreement regarding electronic  
6 information, including Information provided by County; (viii) network security; (ix) data breach response  
7 costs, including Security Breach response costs; (x) regulatory fines and penalties related to  
8 CONTRACTOR'S obligations under this Agreement regarding electronic information, including Personal  
9 Information; and (xi) credit monitoring expenses.

10 Additional Requirements Relating to Insurance

11 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming  
12 COUNTY of Fresno, its officers, agents, and employees, individually and collectively, as additional insured,  
13 but only insofar as the operations under this Agreement are concerned. Such coverage for additional  
14 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by  
15 COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
16 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
17 a minimum of thirty (30) days written notice given to COUNTY.

18 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
19 employees any amounts paid by the policy of worker's compensation insurance required by this  
20 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
21 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
22 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

23 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
24 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
25 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will  
26 administer this contract), stating that such insurance coverage have been obtained and are in full force; that  
27 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the  
28

1 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover  
2 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and  
3 that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance  
4 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional  
5 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for  
6 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
7 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance  
8 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed  
9 without a minimum of thirty (30) days advance, written notice given to COUNTY.

10 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
11 provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement  
12 upon the occurrence of such event.

13 All policies shall be issued by admitted insurers licensed to do business in the State of California,  
14 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A  
15 FSC VII or better.

16 12. AUDITS AND INSPECTIONS: CONTRACTOR shall at any time during business hours,  
17 and as often as COUNTY may deem necessary, make available to COUNTY for examination all of its  
18 records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon  
19 request by COUNTY, permit COUNTY to audit and inspect all of such records and data necessary to  
20 ensure CONTRACTOR'S compliance with the terms of this Agreement.

21 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to  
22 the examination and audit of the California State Auditor for a period of three (3) years after final payment  
23 under contract (Government Code Section 8546.7).

24 13. NOTICES: The persons and their addresses having authority to give and receive notices  
25 under this Agreement include the following:

26 COUNTY

27 COUNTY OF FRESNO  
Director of Internal Services/CIO  
333 W. Pontiac Ave.

CONTRACTOR

N. Harris Computer Corporation  
Systems Innovators  
10550 Deerwood Park Blvd, Suite 700



1 Clovis, CA 93612

Jacksonville, FL 32256  
Attn: Jeffrey Sumner, Executive VP

2  
3 All notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement  
4 must be in writing and delivered either by personal service, by first-class United States mail, by an overnight  
5 commercial courier service, or by email. A notice delivered by personal service is effective upon service to  
6 the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days  
7 after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by  
8 an overnight commercial courier service is effective one COUNTY business day after deposit with the  
9 overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day  
10 delivery, addressed to the recipient. A notice delivered by email is effective when transmission to the  
11 recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then  
12 such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided  
13 that the sender maintains a record of the completed transmission. For all claims arising out of or related to  
14 this Agreement, nothing in this section establishes, waives, or modifies any claims presentation  
15 requirements or procedures provided by law, including but not limited to the Government Claims Act  
16 (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

17 14. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall  
18 only be in Fresno County, California.

19 The rights and obligations of the parties and all interpretation and performance of this Agreement  
20 shall be governed in all respects by the laws of the State of California. This Agreement excludes the  
21 Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of  
22 Goods (UNCCISG and any legislation implementing such Convention), if otherwise applicable.

23 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

24 This provision is only applicable if CONTRACTOR is operating as a corporation (a for-profit or  
25 non-profit corporation) or if during the term of the Agreement, CONTRACTOR changes its status to  
26 operate as a corporation.

27 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that  
28

1 they are a party to while CONTRACTOR is providing goods or performing services under this  
2 agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR is a party and  
3 in which one or more of its directors has a material financial interest. Members of the Board of Directors  
4 shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-  
5 Dealing Transaction Disclosure Form, attached as Exhibit A and incorporated by this reference, and  
6 submitting it to COUNTY prior to commencing with the self-dealing transaction or immediately  
7 thereafter.

8 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between  
9 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
10 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
11 understanding of any nature whatsoever unless expressly included in this Agreement.

12 ///

14 ///

16 ///

18 ///

20 ///

[Signatures on Following Page]


22 ///

24 ///

26 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3 **CONTRACTOR**

4   
5 (Authorized Signature)

6 Jeffrey Sumner / Executive Vice President

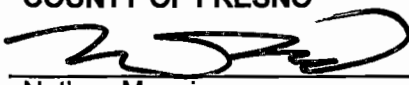
7 Print Name & Title

8 9000 Southside Blvd, Suite 7200

9 Jacksonville, FL 32256

10 Mailing Address

**COUNTY OF FRESNO**

  
Nathan Magsig  
Chairman of the Board of Supervisors of  
the County of Fresno

**ATTEST:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

11  
12  
13  
14  
15 By:   
Deputy

16 FOR ACCOUNTING USE ONLY:

17 ORG No.: 89050000

18 Account No.: 7309

19 Requisition No.:  
20  
21  
22  
23  
24  
25  
26  
27  
28

## Schedule A – Pricing and Payment Schedules

Software Licenses and Modules	
Accounts Receivable (AR) Module	\$50,000.00
Existing Client Discount	(\$6,250.00)
Professional Services	
Add Agriculture Department to Existing iNovah Instance	\$34,760.00
Implement AR Module For Public Health and Agriculture	
Onboarding Training & Support for Agriculture and Health	
Custom AR Report development for up to 3 invoice types and best practice implementation training (includes invoice number bar coding)	\$24,000.00
Additional Professional Services at \$200.00 per hour up to 80 hours annually.	\$16,000.00
Annual Support and Maintenance	
Year 1 (starting July 1, 2019)	\$40,312.65
Year 2	\$42,731.65
Year 3	\$45,295.55
Year 4	\$48,013.29
Year 5	\$50,894.08
Year 6	\$53,947.73
Year 7	\$57,184.59
Year 8	\$60,615.67
Year 9	\$64,252.61
Year 10	\$68,107.76

\* After year 2 of the Agreement, CONTRACTOR may increase the per-hour cost of additional professional services by up to 6% each year. All professional services must be detailed in a Statement of Work provided by CONTRACTOR ,which shall be approved in writing by the Director of Internal Services or

his/her designee before work is begun.

The annual support and maintenance applies only to those interfaces written and maintained by System Innovators. Support fees for interfaces include modifying interfaces to comply with changes forced by legislation or System Innovators system upgrade. The pricing above does not include the cost for adapting to changes to third-party systems.

#### **Software License and Professional Services Payment Schedule**

This schedule represents the fixed-price, fixed duration pricing for the design, development, coding, testing, and implementation the requested modification described in the Statement of Work. This investment will be paid in installments based on the milestones identified in the following payment schedule.

Payment Number	Milestone	Payment Amount
1	100% of License Fees due upon Execution of the Contract	\$43,750.00
2	100% of the Project Initiation Phase upon phase start	\$5,876.00
3	100% of the Analyze and Design Phase upon phase start	\$14,690.00
4	100% of the Development Phase upon phase start	\$23,504.00
5	100% of the Test Phase upon phase start	\$8,814.00
6	100% of the Transition Phase upon phase start	\$2,938.00
7	100% of the Deploy Phase upon start	\$2,938.00
8	Monthly as incurred - Professional Services Block of Time up to 80 hrs	\$16,000.00
<b>Software and Services Total Investment:</b>		<b>\$118,510.00</b>

*Hardware and Peripherals*

**HARDWARE and PERIPHERALS**

APG 4000 Series 18 x 16 Cash Drawers	3 @ \$268.00	\$804.00	
Honeywell Bar Code Scanners	3 @ \$175.00	\$525.00	
Cognitive/TPG A776 Receipt Printers	4 @ \$560.00	\$2,240.00	
Hardware and Peripherals Total:		\$3,569.00	

**Annual Support and Maintenance**

Billed annually in advance on January 1<sup>st</sup>.

**Schedule B**

Included Programs (provided by CONTRACTOR)

iNovah Enterprise License – 200,000 annual receipt volume

The following iNovah Interfaces:

Research and Reporting Module

Peoplesoft G/L

Property Tax and CUBS

Tender Image Export to RT Lawrence

Accounts Receivable Module

Required Programs (provided by "COUNTY")

County is required to provide programs as described in iNovah System Requirements document (Version 2.60 provided under separate cover) and updated electronically as provided on System Innovators customer portal.

## Schedule C

### Statement of Work

#### Project Scope

The following table represents a summary of the Software and Services “(Project Scope)” to be delivered by System Innovators as part of this SOW.

Software Module Description		Assumption
<b>iNovah Software Modules</b>		
1	iNovah Accounts Receivable Module	Base Software Version
<b>iNovah Integrations</b>		
1	Custom AR Report development for up to 3 invoice types and best practice implementation training (includes invoice number bar coding)	
1	Professional Services as described in Schedule A	
Professional Services	In Scope (1)	Delivery Approach
<b>Consulting, Development, and Training</b>		
Business Process & Technical Assessment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Select one: <input type="checkbox"/> Onsite Support <input type="checkbox"/> Delivered Remotely <input checked="" type="checkbox"/> Combination of Onsite and Remote
iNovah System Administration Training and Configuration Workshop	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Always Delivered at the Customer's Site
Development of iNovah Integrations	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Always Delivered Remotely
Unit and System Testing	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Select one: <input type="checkbox"/> Onsite Support <input type="checkbox"/> Delivered Remotely <input checked="" type="checkbox"/> Combination of Onsite and Remote
End User Training (Cashier/Supervisor)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Always Delivered at Customer's Site as either (select one) <input checked="" type="checkbox"/> System Innovators Lead Training <input type="checkbox"/> Customer Lead Training (i.e. Train-the-Trainer)



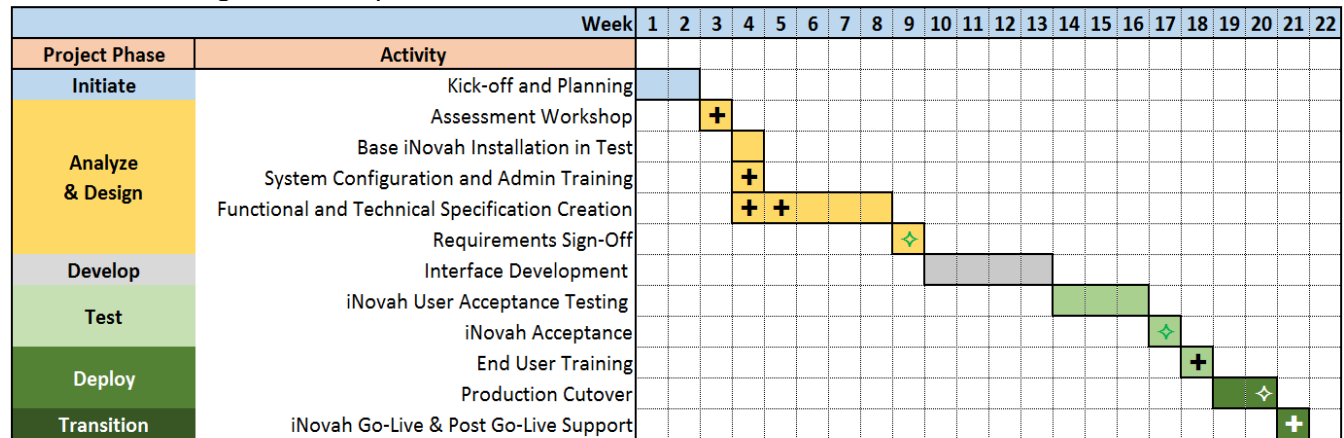
Professional Services	In Scope (1)	Delivery Approach
Onsite Production Turnover/Go-Live Support	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Select one: <input checked="" type="checkbox"/> Onsite Support <input type="checkbox"/> Delivered Remotely

(1) Project Deliverables and Activities are only applicable for "In Scope – Yes" Professional Services.  
Project Overview

System Innovators will provide cashiering software ("iNovah") to the Customer for the collection of payments. System Innovators will also provide project management, consulting, configuration, development, software installation, training, and go-live support services as defined in SOW.

#### Timeline

System Innovators will work closely with the Customer to manage the SOW and ensure success of the overall project. System Innovators expects the planning, design, development, testing, training, and go-live phases to take approximately 120 days based on the following assumptions and the use of best practices established through similar implementations.



+ Indicates onsite activity with Customer Resources

◇ Indicates a Key Milestone requiring Customer Agreement to move forward

#### Sample iNovah Project Timeline

#### Assumptions

The following assumptions have been made for this project:

- The following Customer resources will be available to work on this project:
  - Executive sponsor
  - Project Manager – minimum of 50% of time allocated to iNovah project
  - Payment processing subject matter expert
  - Host system subject matter expert
  - iNovah administrator
  - Network administrator
- A high-speed remote VPN connection to iNovah is available for testing and production support.
- The Customer is responsible for providing servers, workstations and third party software that meet the system requirements per Schedule "A" of the Software License Agreement.
- The Customer is responsible for the configuration of servers, workstations, networks and third party software.

5. System Innovators staff will be provided with workspace for up to two people when performing onsite services. The workspace will be equipped with a connection and access rights to the Customer's network.
6. System Innovators staff will have console access to iNovah servers when performing services onsite.
7. The Customer will provide the services described in this SOW in a timely fashion to allow System Innovators to meet agreed upon schedules.
8. To enable an interface to iNovah, the Customer or Customer's vendor will provide an application programming interface (API) to all applications to be interfaced.
9. The Customer is responsible for working with the Customer's Staff and/or the Customer's Vendor to provide System innovators the latest versions of technical documentation / specifications, testing material, and resources.
10. The Customer will provide a test and production environment for iNovah. Note: An additional QA/training environment is recommended for larger projects.
11. Mainframe integrations – It is assumed the Customer will establish staging tables that contain the mainframe data that is to be accessed/updated by iNovah. Web services will be provided by the Customer that expose services for inquiring and updating the data in the staging tables.

#### **System Innovators Deliverables**

**Based on Project Scope, System Innovators will provide the following standard products and services:**

Phase	Deliverable	Description
Initiate	Project Kick-Off	Initial meeting to introduce project team members, objectives, and next steps
Analyze and Design	iNovah Project Plan	Final iNovah Project Implementation plan
	Assessment Workshop	Meeting at Customer facilities to identify business requirements
	Functional and Integration Specifications	Documented requirements for iNovah configuration and integration development
	iNovah Installation in Test Environment	Latest iNovah software version, without modifications, in a test environment at Customer facilities
	Configuration Workshop	System Innovators lead Configuration Workshop for up to (8) Customer representatives (subject matter experts and iNovah administrators.)
	System Administration Training	System Innovators lead System Administration class for up to eight (8) Customer representatives (iNovah administrators.).
Develop	iNovah Integrations	Delivery of in scope iNovah Integrations per specifications
Deploy	iNovah End-User Training	End-user training for iNovah users per Project Scope section of this SOW

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Phase	Deliverable	Description
Transition	Production Support	Production support at iNovah production go-live

## **Project Phase Activities**

Based on Project Scope, System Innovators' and the Customer will responsible for completing the following activities.

Activity	Service Responsibility		
	System Innovators	The Customer	Shared
<b>All Phases</b>			
Overall Project Management	X		
Overall Change Management	X		
Managing all System Innovators personnel assigned to the project	X		
Managing all Customer's personnel assigned to the project		X	
Managing Customer's Vendor resources; including escalation		X	
Coordinating schedule changes with the System Innovators Project Manager		X	
Managing the project schedule and reporting variances			X
Managing the activities assigned to Customer in this SOW		X	
Coordinating and participating in project related calls and meetings			X
Providing weekly progress reports to the Customer Project Manager	X		
Reviewing and providing feedback on weekly progress reports	X		X
Coordinating delivery of all Hardware and Software		X	
<b>Initiate Phase</b>			
Finalize System Innovators resource plan and delivery resources	X		
Finalize the Customer's resource plan and delivery resources		X	
Coordinate the project kick-off meeting	X		

Activity	Service Responsibility		
	System Innovators	The Customer	Shared
Define project governance structure and align implementation methodology	X		
Share Customer's Project Plan, if applicable. (i.e. iNovah rollout in conjunction with EPR deployment)		X	
Create the iNovah Project Plan	X		
Develop and Publish Assessment Agenda	X		
Conduct Kick-off Meeting			X
Schedule resources and manage logistics for Assessment Workshop per agreed upon schedule			X
Peripheral hardware, identified in the Agreement, delivered to Customer's facilities	X		
Provision VPN access to Test Environments		X	
<b>Analyze &amp; Design Phase</b>			
Lead workshops to gather design decisions	X		
Attend workshops with appropriate resources with authority to make design decisions		X	
Ensure appropriate Customer representation in workshops		X	
Make key design decision decisions around process and configuration		X	
Documenting configuration requirements in functional specifications	X		
Documenting recommendations for site preparation and infrastructure changes	X		
Coordinating delivery of all hardware and software with the Customer	X		
Verifying acceptance of all delivered products and services		X	
Coordinating the delivery of all Software warranty services and Hardware Support Services		X	
Provide VPN access to the production system for access by System Innovators (if allowed)		X	

Activity	Service Responsibility		
	System Innovators	The Customer	Shared
Coordinating the collection of information for tailoring, customization and configuration requirements		X	
Provide documented Acceptance Test Plan		X	
Reviewing an Acceptance Test Plan provided by the Customer	X		
Provide the business process and technical requirements for iNovah solution		X	
<b>Develop Phase</b>			
Conduct System Administration class at the Customer's facility	X		
Attendance of Customer's representatives to the System Training class		X	
Conduct System Configuration Workshop class at the Customer's facility	X		
Attendance of Customer's representatives to the System Configuration Workshop class		X	
Provide printed copies of reference or training materials		X	
Modify software routines within iNovah to handle input devices included in the functional specifications	X		
Modify software routines within iNovah to call interface routines included in the technical specifications	X		
Input all parameters in iNovah maintenance tables and configuration files required to create the configuration included in the Functional Specification			X
Provide technical specifications for each type of callable XML based Web Services	X		
Aid in design of callable Web Service(s) to retrieve and post the Customer's account information from XML based documents supplied by the Customer to support two-way interfaces	X		
Design and code other custom features for iNovah as defined in the functional and technical specifications	X		
Design and code callable interface API to retrieve the Customer's account information from existing applications		X	
Design and code callable interface to support post payment information to the Customer's accounts for batch interfaces		X	
<b>Test Phase</b>			

Activity	Service Responsibility		
	System Innovators	The Customer	Shared
Install all Customer provided hardware and software for testing and verify that the environment is working properly		X	
Work with the Customer to install iNovah at the Customer's facility for acceptance testing	X		
Verify that all Hardware and Software is properly installed at the Customer's facility and ready for acceptance testing	X		
Unit test each modification to iNovah	X		
Perform system tests on the delivered version of iNovah to ensure that the system performs standard functions as expected and meets all requirements included in the functional and technical specifications	X		
Coordinate testing activities with the Customer's personnel and third party contractors/vendors		X	
Perform all tests documented in the Acceptance Test Plan		X	
Assist the Customer in performing the Acceptance Test Plan	X		
Document and manage any deficiencies found during the acceptance tests		X	
Maintain issues list for all iNovah defects reported during the testing phase	X		
Review the results of acceptance testing and correct documented deficiencies	X		
Retest corrected defects		X	
Acceptance of delivery of iNovah		X	
<b>Deploy Phase</b>			
Coordinating training activities with the Customer's personnel, third party contractors		X	
Conduct End User Training as defined in Project Scope section of this SOW	X		
Provide All training materials and documentation on electronic media	X		
Provide a training room (appropriate for number of installed and networked personal computers) with access to test or training servers		X	

Activity	Service Responsibility		
	System Innovators	The Customer	Shared
Provide a computer projector and screen for training classes		X	
Any required iNovah peripheral hardware for training classes		X	
Providing desktop training for all cashiers and other users that do not have experience with the recommended Windows operating system or Internet Explorer computer applications prior to System Innovators arrival		X	
Ensure attendance of cashiers and supervisors during the end user training class		X	
Ensure end users participation in practice the exercises		X	
Provide printed copies of reference or training materials		X	
Update the functional and technical specifications (if required) to reflect all modifications to requirements, configuration, and schedule as agreed via the PCR Process	X		
Finalize the production roll out schedule		X	
Install all required network cabling, hardware and software		X	
Define remote support process for System Innovators Client Services Team.		X	
Verify that VPN access to the production system works properly (if provided)	X		
Ensure that all site preparations are completed		X	
Install all computer hardware and software for the production		X	
Verify that all hardware, software and networks are working properly		X	
Assist the Customer in troubleshooting installation problems related to installing iNovah in production environment	X		
Establish production user names and password on iNovah		X	
Ensure that all staff members are appropriately trained		X	
Verify acceptance of first production use of iNovah		X	



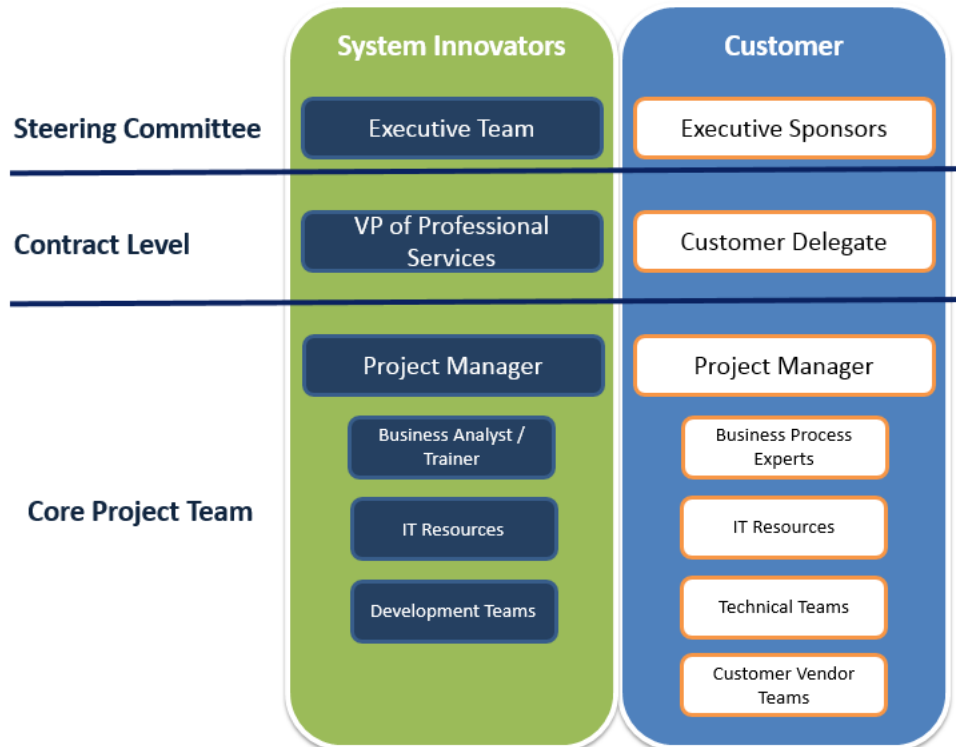
Activity	Service Responsibility		
	System Innovators	The Customer	Shared
Provide deployment support as defined in Project Scope section of this SOW	X		
Assist the Customer in monitoring the performance of iNovah and identifying any deficiencies	X		
Provide trained supervisors to assist new users with iNovah		X	
<b>Transition Phase</b>			
Transition the Customer's project to System Innovators Client Services Team	X		
Document any problems that occur and provide information on any deficiencies in iNovah to System Innovators Client Services		X	
Request acceptance of 'Live' status of iNovah once the System has been in production at any location for 30 days	X		
Provide acceptance of the 'Live' status of iNovah once the System has been in production at any location for 30 days		X	
<b>Hardware and Software Installation</b>			
Provide recommendations for server hardware, personal computers, and network settings to the Customer	X		
Deliver peripheral hardware, identified in the Agreement, to the Customer's facilities	X		
Coordinate installation services with the Customer's personnel, third party contractors		X	
Provide assistance with installation of provided peripheral hardware on personal computers in testing environment at the Customer's Facilities	X		
At least two (2) servers (virtual or physical) per environment, meeting the hardware prerequisites provided by System Innovators		X	
Personal computers, for all cashiering and supervisory workstations, meeting the hardware prerequisites provided by System Innovators.		X	
Computer network connectivity between all personal computers, servers and other computers where interfaced applications reside		X	
Backup plan for all System Innovators products and databases		X	
Universal Power Supply (UPS) equipment for the computer servers		X	
Installation and maintenance of all the Customer's provided hardware		X	

Activity	Service Responsibility		
	System Innovators	The Customer	Shared
iNovah delivered to the Customer's facilities	X		
Installation of iNovah on servers and iNovah Client on one (1) workstation in the Customer's Test Environment	X		
Installation of third party Software, provided by System Innovators, on servers and/or personal computers in the test environment at the Customer's facilities	X		
Microsoft operating system software for all servers and personal computers per recommendations.		X	
Microsoft SQL Server software per recommendations for the database server		X	
Computer network software supporting IP communications between all personal computers, servers and other computers where interfaced applications reside		X	
Backup software for the computer servers		X	
Virus protection software for all computer servers and personal computers		X	
Installation and maintenance of all the Customer's provided software		X	
Production environment software installation		X	

## Project Governance Project Management Structure

Adhering to a formal project management structure is an essential component of a successful implementation, with reciprocal communication being the most fundamental element of the governance process.

System Innovators recommends a Project Structure that empowers the Core Project Team with the responsibility of conducting daily project operations, allows Executive Sponsors the ability to monitor overall project progress through scheduled reviews, as well, as providing a resolution path for impasses or decisions that have the potential to affect the implementation timeline and/or scope.



### Recommended Project Management Structure Steering Committee

The Steering Committee is the top escalation point for the project and performs the following functions:

- Provides a controlling mechanism for overall project progress and Change Orders
- Meets during project kick-off and at defined intervals during Implementation

Members include:

- The Customer's Executive Sponsors
- Executive Sponsors at System Innovators
- Project Managers (as needed)

### Contract Level

The person or persons responsible for the contract side on the Customer side performs the following functions:

- Owns the project Change Order process
- Manages any contract aspect of the project

Members include:

- System Innovators Vice President of Professional Services or Vice President of Sales
- Responsible Commercial/Relationship owner at the Customer

#### Core Project Team

System Innovators and Customer Core Project Teams are responsible for successfully delivering the project per the SOW and perform the following functions:

- Participates in all project phases
- Ensures that the delivered solution meets internal stakeholder expectations
- Responsible for communication and expectation management with project stakeholders

Members include:

- Full program and delivery teams

The Customer's Project Manager will review the progress reports created by the System Innovators Project Manager and provide feedback to resolve issues and changes.

#### Project Change Control

A defined process for controlling scope issues and change requests must be in place and followed to help ensure that proper visibility is given to change requests and any associated approvals required.

Items that modify the scope of work will be reviewed by the System Innovators Project Manager to determine if there is an impact to the cost or timelines for this project. Out of scope services will be charged as outlined in Rate Card listed within the "Agreement". Any change must be documented in a mutually executed Project Change Request (PCR) Work Order.

The following change control procedure shall apply to this SOW:

1. Project Resource(s) identify new or change in requirements and escalate to the respective Project Manager.
2. System Innovators and Customer's Project Managers work together to gather required information to determine if a Change Order is required.
3. Project Managers determine if a Change Order is valid
  - a. If no, Project Resources will be informed and the change management process ends.
  - b. If yes, System Innovators Project Manager will facilitate the creation of the Change Order and promptly provide it to the Customer's Project Manager.
4. Customer Project Manager will review the proposed Change Order, with appropriate Customer resources, for content and completeness, and accuracy.
5. If proposed Change Order requires changes, Customer's Project Manager and System Innovators Project Manager will collaborate to consider necessary modifications.
6. Change Orders must be reviewed and approved by the Contract Level of the Project Steering Team.
7. If approved by Project Steering Team, the appropriate authorized Customer signatory may sign the Change Order; provided that notwithstanding anything to the contrary in this SOW, no Change Order shall bind Customer unless approved expressly and in writing by the authorized Customer signatory or his/her designee.
8. The Customer Project Manager will inform the System Innovators Project Manager and process required paperwork for any executed Change Order.
9. The Customer Project Manager and System Innovators Project Manager will perform administrative project tasks associated to the project and inform the Project Resources accordingly.

**Schedule D**

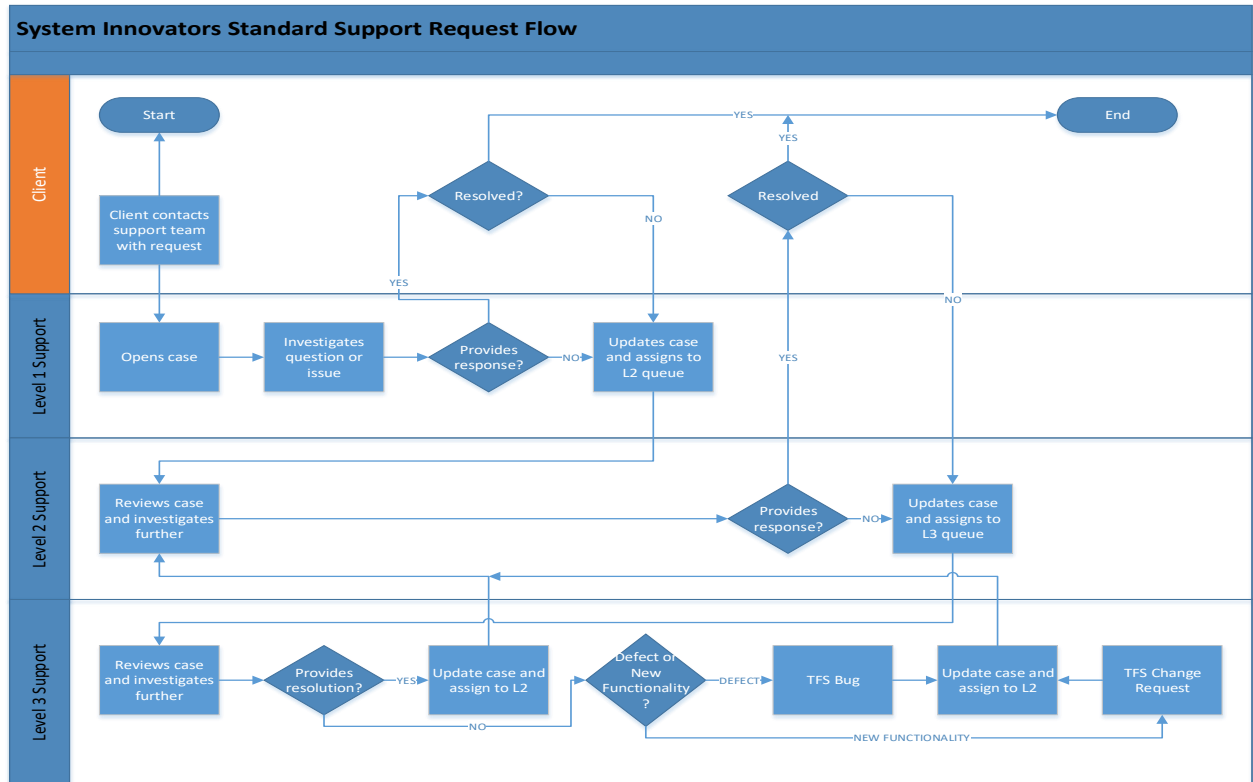
**Support and Maintenance Services**

The purpose of this Exhibit 2 is to provide our clients with information on our standard coverage, the services which are included as part of the annual software support and maintenance services, a listing of call severities, an outline of our escalation procedures and other important details.

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

***1 Description of Support Services***

**Support Request Flow**



## 1.2 Support Request Process

In order to initiate the support process, the client is required to notify System Innovators Client Services of a support request by phoning support or by sending an email. In the future a Web Portal Ticketing Tool will be available. In either case the client will receive a case reference number for tracking the progress of the support request.

- All client support requests must include at a minimum: organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of the question or issue and any other information believed to be pertinent.
- A support analyst will record the request into the support tracking system. The client will receive a case number for issue tracking.
- The request will be logged to a queue and the first available support analyst will be assigned to work the support request with the client.
- While the support analyst investigates the issue, the client will be contacted for additional information, advised of issue status, and course of action for resolution.
- Should the support request uncover a product defect, the issue will also be logged into the development tracking system. Now, along with the case number, the client will also receive a bug number. At this time, the support case will be placed in a deferred state. The case will reference the bug number. Issues escalated to development will be scheduled for resolution in a

future software maintenance release. The resolution timeline is dependent on the nature and complexity of the defect.

- Should the support request uncover new feature/functionality, the request will be logged into the development tracking system. Now, along with the case number, the client will also receive a change request number. At this time, the support case will be placed in a deferred state. The case will reference the change request number. Clients may be charged for new feature/functionality requests.
- Contact the support department at your convenience for a status update on any and all support requests.

### 1.3 Standard Support Services and Activities

The support services listed below are included as part of annual software support and maintenance:

- 800 toll free telephone support
- Email support call logging and notification
- Technical troubleshooting and issue resolution
- Periodic software maintenance updates that incorporate new product features/functionality
- Periodic maintenance updates of the software that incorporate corrections of defects, fixes of minor bugs
- Product release notes
- Product manuals
- Training guides
- Installation documentation
- Technical service bulletins
- Peripheral device support; drivers, firmware
- New software release notifications
- State and/or Federal mandated changes (charges may apply)
- Scheduled assistance for installations, upgrades and other special projects (charges may apply)
- Design review for potential enhancements or custom modifications (charges may apply)
- Limited training consultation (15 minute guideline)
- Attendance at the annual customer conference (attendance fees apply)

### 1.4 Out of Scope Services and Activities

- Extended training consultation
- Setup of peripheral devices; printers, scanners, barcode readers, imagers, cash drawers
- Custom software modifications
  - Source system interfaces
  - File imports and exports
  - Bills/scanlines/barcodes
  - Cashiering customizations
  - Reversal of customizations
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Database refreshes, backups, restores
- Operating system installation/upgrades of servers/workstations
- iNovah Public API consulting (billable service)

- Custom report development (billable service)
- Form creation or re-design (billable service)
- On-site installation, upgrade or troubleshooting
- Reconfiguration of hardware, file servers, and virtual environments
- Hardware system upgrades
- Third party software upgrades
- Assistance with creation of backup scripts / backup recovery
- Assistance with database installation, configuration and updating
- Preventative maintenance monitoring or other services
- Recommending or assisting with disaster recovery plans
- Assistance with recovering data resulting from system crashes (charges may apply)

## 1.5 Third Party Support

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

- 800 telephone support – first line phone support for troubleshooting (more complex issues will be escalated to the actual third party vendor of the product)
- “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)
- 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

## 2 *Severity Levels*

### Definitions

In an effort to assign resources to incoming calls as effectively as possible, we have identified four types of call severities, 1, 2, 3, and 4. A Severity 1 call is deemed as an Urgent Priority call, Severity 2 is classified as a High Priority, Severity 3 is Medium Priority, and Severity 4 is Low Priority. The criteria used to establish guidelines for these calls are as follows:



Severity Levels	Definition
<b>Severity 1</b>	<p>The total unavailability of the production application, or a repeatable malfunction within the production application causing impact to business operation if not promptly restored.</p> <ul style="list-style-type: none"> <li>System Down (Software Application)</li> <li>Inability to process payments</li> <li>Program errors without workarounds</li> <li>Incorrect calculation errors impacting a majority of records</li> <li>Aborted postings or error messages preventing data integration and update</li> <li>Performance issues of severe nature impacting critical processes</li> </ul>
<b>Severity 2</b>	<p>Reproducible issues that affect the functioning of components within the application, or data inconsistencies with no work around available.</p> <ul style="list-style-type: none"> <li>Calculation errors impacting a minority of records</li> <li>Report calculation issues</li> <li>Printer related issues (related to interfaces with our software and not the printer itself)</li> <li>User Security/Permission issues</li> <li>Workstation connectivity issues (Workstation specific)</li> </ul>
<b>Severity 3</b>	<p>Reproducible or intermittent Issues that affect the functioning of components within the application, or data inconsistencies. Workaround available.</p> <ul style="list-style-type: none"> <li>Usability issues</li> <li>Performance issues not impacting critical processes</li> <li>Report formatting issues</li> <li>Training questions, how to, or implementing new processes</li> <li>Recommendations for enhancements on system changes</li> </ul>
<b>Severity 4</b>	<p>Requests for information, assistance on application capabilities, and other requests that do not fit the criteria for Severity 1, Severity2, or Severity 3.</p> <ul style="list-style-type: none"> <li>Questions about documentation</li> <li>Requests for documentation or information</li> <li>Questions about products</li> <li>Aesthetic issues</li> </ul>

### 3 Service Levels

#### Response Time

Severity Levels	Response Time
<b>Severity 1</b>	1 - 4 Business Hours
<b>Severity 2</b>	1 - 2 Business Days
<b>Severity 3</b>	1 - 5 Business Days
<b>Severity 4</b>	1 - 10 Business Days

- Response times are not applicable during office closure for published holidays, or natural disasters, and/or other exceptional unplanned events.
- System Innovators does not guarantee case resolution during the response time, only acknowledgement of the support request.

#### 4 *Client Designated Support Contacts*

The client will assign two (2) named resources, a primary and a backup, to be client designated support contacts responsible for:

1. Assisting with the support relationship between System Innovators and the client
2. Initiating and managing the priority case handling process
3. Distributing proactive notifications to the client's end users (as applicable)
4. Ensuring appropriate follow up and feedback from the client's end user
5. Ensuring that a communication link is operational for remote troubleshooting purposes; direct internet, virtual private network (VPN), remote access server (RAS)

#### 5 *Contact Information and Support Hours*

##### 5.1 Contact Information

Phone 800.963.5000 x2

Email [clientservices@systeminnovators.com](mailto:clientservices@systeminnovators.com)

##### 5.2 Support Hours

Monday thru Friday 8am – 8pm Eastern Time

### 5.3 Holiday Schedule

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, client support is available.

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

## ***6 Support Request Escalation***

### 6.1 Process

This escalation process was implemented to ensure that client issues are handled in an efficient and timely manner. If at any time you are not completely satisfied with the handling of the support request, escalate with the support department as follows:

- Contact the analyst working the issue
- Contact the Manager of Support
- Contact the Vice President of Support
- Contact the Executive Vice President of System Innovators