



Support Agreement Webb County District Attorney's Office

Remit Payment To:

New Dawn Technologies
 843 South 100 West
 Logan, Utah 84321
 1.877.587.8927



Bill To: Webb County District Attorney's Office 1110 Victoria St. St. 401 Laredo, TX 78040	Invoice Number: INV1 Invoice Date: March 7, 2014 Terms: Due on Receipt Account Executive: Ben Stocks
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Item	Total
10 Annual Justware Support and Upgrade 03/01/2014 through 02/28/2015	\$5,040.00
Contract Signing Amount	\$5,040.00
Thank you for your business. We look forward to working with you.	

Support Agreement Signing

Webb County District Attorney's Office Authorized Signature, Title and Date

Jon Peek, President

New Dawn Authorized Signature, Title and Date

JustWare Prosecutor Support Agreement

This Support Agreement is between New Dawn Technologies, Inc. ("New Dawn") and Webb County District Attorney's Office ("Customer") with regards to the software support and upgrades of JustWare Prosecutor ("the Software").

1. Definitions

a. Support

"Support" is defined as technical assistance with the Software, including but not limited to, questions about the functionality of the Software, assistance with the resolution of error message and installation questions. Support may include troubleshooting the Software as needed to resolve issues.

b. Version

"Version" refers to a variation, either minor or major, from an earlier version of the Software. A version could refer to a minor and/or major version change.

c. Major version

A Major version refers to the first number in the software release, i.e. 4.x, 5.x. The numbers "4" and "5" represent the Major version.

d. Minor version

A minor version refers to the second number in the software release, ie x.1, x.2. The numbers "1" and "2" refer to the minor version. Software releases have both a Major and a Minor version number in them.

e. Current Version

"Current Version" is the most recent publically released version of the Software.

f. Enhancement

"Enhancement" refers to features and/or functionality that are not included in the Current Version of JustWare. Much of the Software's feature set has been driven by enhancement requests from customers.

g. Service Release

"Service release" is the method New Dawn uses to resolve critical issues that may be identified with the Software.

h. Critical

"Critical" is defined as an issue for which there is no workaround AND one of the following statements is true:

- i. Defect causes data loss
- ii. Defect affects a mission critical task
- iii. Security risk causing possible system compromise

2. New Dawn Responsibilities

During the Term of this Agreement, New Dawn shall render the following services in support of the Software, during Hours of Operation, subject to the compensation fixed for each type of service in New Dawn's current Fee Schedule:

- a. Provide response to requests to our Support Department made by a JustWare Application Administrator through any of the standard methods of contact within four (4) hours during the Hours of Operation (7am – 6pm MST for standard support).

- b. Use all reasonable diligence in correcting verifiable and reproducible errors when reported to New Dawn. New Dawn shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as Critical, New Dawn shall provide the solution through a Service Release to the most recent released minor version and one minor version previous when applicable. New Dawn shall include the solution in all subsequent versions of the Software. New Dawn shall not be responsible for correcting errors in any version of the Software other than the most recent minor version with the exception of those categorized as critical. The service release process for critical bugs will be limited to the current minor version release and one minor version previous. New Dawn shall not be responsible for correcting errors as a result of hardware failure including, but not limited to, failure caused by wiring, networks, modems, phone lines, power, or connectors. New Dawn shall not be responsible for any errors caused by hardware limitations due to insufficient memory, disk storage or processing power, problems caused by hardware failure, any loss of data or problem deemed as a result of an operator, any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by New Dawn. New Dawn shall not be responsible for problems with, or caused by any hardware or third party software not supported by New Dawn. New Dawn shall not be responsible for problems with, or caused by software, processes, or interfaces not provided by New Dawn that interact with the Software or Software database.
- c. New Dawn shall not be responsible for configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.
- d. Provide recommendations on the configuration and use of the Software and related hardware or software to meet the Customer's operational needs.
- e. New Dawn shall be responsible for maintaining and administrating a certification process for JustWare Application Administrators.
- f. Provide regular versions of the Software including select enhancements, and Service Releases for the most recent minor version and one minor version prior at no additional cost to the Customer. These versions may contain new functionality and Service Releases not specifically requested by the Customer. New Dawn will provide supplemental software and hardware requirements, recommendations and documentation per version of the Software.
- g. New Dawn shall treat all information, data or files provided by Customer as confidential, maintaining secure access to such material only for New Dawn support personnel for purposes of investigating or solving a support request.

- h. New Dawn will provide maintenance and upgrades to the current publically released version of the Software. Only the most recent released minor version and one minor version prior will be eligible for Service Releases. Technical support will be provided for other eligible versions. Upgrading to the most recent version may be required to be eligible for a Service Release.
- i. New Dawn reserves the right to request an alternate or replacement application administrator. Any request for an alternate or replacement administrator will be made in writing, and a replacement administrator will be assigned within 90 days of formal request.
- j. New Dawn will provide upgrades of new version releases and may halt a version upgrade installation if Customer hardware and software systems do not meet the most current system requirements and recommendations.
- k. Standard methods of contact include:
 - Telephone: 877.587.8927 ext. 2
 - Email: support@newdawn.com
 - Web and support forums: <http://community.newdawn.com>
 - Written: ATTN: Support 843 South 100 West, Logan, UT 84321
 - Fax: 603.308.8138
- l. Hours of Operation are from 7:00 a.m. to 6:00 p.m. Mountain Standard Time except weekends and United States holidays.
- m. New Dawn will only provide support to JustWare Application Administrator(s). It is the responsibility of the Customer to instruct system users to route support requests to JustWare Application Administrator(s). If New Dawn is required to provide support to non-JustWare Application Administrator(s), a \$225 hourly rate will be applied.

3. Customer Responsibilities

- a. Retain one or more certified JustWare Application Administrator(s) on staff responsible for the regular maintenance and configuration of the Software. New Dawn must be provided the name and contact information for any JustWare Application Administrator. These individuals must receive JustWare Application Administrator Training and certification testing within 90 days of notice to qualify for support. If turnover occurs for Customer's designated JustWare Application Administrator(s), Customer must arrange with New Dawn for certification and re-training. Support requests by anyone not identified and qualified as a certified JustWare Application Administrator are subject to higher support fee increases.
- b. Provide and maintain a dedicated connection, approved by New Dawn, to the Software's database and/or application server. This connection is to be available

and accessible by New Dawn support personnel during the Hours of Operation for the purposes of providing software support and upgrades. This connection must provide full screen access to the server with full administrative rights to publish information and make changes to the JustWare database and one or more network file locations.

- c. Provide New Dawn support personnel with accurate configuration information, screen shots, or other files and documentation as required for a support request.
- d. Maintain all Customer data including but not limited to the backup of data stored in the JustWare database, custom documents and reports, and configuration files.
- e. Maintain all related hardware and software systems required for the operation of the Software including but not limited to hardware, operating systems, security, network and storage based on the most current system requirements and recommendations.
- f. Keep current with the latest versions of the Software.
- g. All communications by Customer to New Dawn must be in the English language.

4. Disclaimer of Warranty and Limitation of Liability

- a. New Dawn disclaims all other warranties, either expressed or implied and representations with respect to the Software, except as stated in the Terms and Conditions.
- b. In no event shall New Dawn be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever and however caused, even if New Dawn has been advised of the possibility of such damages. The cumulative liability of New Dawn to the Customer for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to New Dawn by the Customer within the last 12 months.

5. Term and Termination of Service

- a. Many support services will occur immediately upon the signing of this Agreement and version releases and upgrades occur on a regular basis regardless of installation of software; therefore this Agreement will commence immediately upon the signing of this Agreement and continue in effect during the initial term for a period of one (1) year. This Agreement will automatically renew for successive, one (1) year terms unless terminated by either New Dawn or Customer in accordance with this section, subject to Customer's payment of the applicable JustWare Support fee.
- b. This Agreement shall immediately terminate upon the violation of the JustWare License Agreement.

- c. This Agreement may be terminated by either party upon 30 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

6. Fees

- a. Customer shall pay New Dawn the JustWare Support fee as defined in the Payment Terms.
- b. New Dawn shall invoice Customer at the beginning of each JustWare Support term as defined above for the JustWare Support fee unless otherwise stated in the Payment Terms.
- c. Customer shall pay invoiced amounts immediately upon receipt of such invoices.
- d. Any amount not paid within 30 days after the invoice date shall bear interest at one and a half percent (1.5%) per month or the highest rate allowed by applicable law.
- e. Customers with outstanding JustWare Support invoices that exceed 90 days will be required to pay an hourly rate for support and will be required to purchase any upgrades or enhancements to the Software and this Agreement is suspended until the JustWare Support fee and interest fees are paid.
- f. Hourly rates for services and cost of software are determined by New Dawn.
- g. Support fee increases will not exceed 5% per year for Customers with certified JustWare Application Administrator(s).
- h. Support fee increases will not exceed 10% per year for Customers without certified JustWare Application Administrator(s).
- i. Support fee increases will not exceed 30% per year for Customer without JustWare Application Administrator(s) or who does not comply with Section 3a of this agreement.
- j. Annual support fees will increase upon the purchase of additional named user licenses, software and services. This increase and any additional purchases will be identified in additional Terms and Conditions and Payment Terms and signed by New Dawn and Customer.