



2017 Harris Annual Software
Support Services Agreement

Purpose

The purpose of this document is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures, details on our current service rates. These terms are provided in accordance with and otherwise subject to the terms of the Support and Maintenance Agreement executed by Harris Local Government Solutions, Inc. (herein referred to as any of Harris, or Harris Recording Solutions) and the customer.

Harris reserves the right to make modifications to this document as required with prior notification to the customer. Any reference to "Annual Maintenance" refers to the services provided in this document pursuant to the terms of the Support and Maintenance Agreement.

Effective Dates and Costs

Acclaim Software Maintenance will be effective **2/1/2017 to 4/30/2017** with the total amount of **\$8,137.81**.

Starting **May 1, 2017**, the monthly invoiced amount will be **\$2,712.60** for the Acclaim product. Harris will continue to fulfill our obligations under the maintenance agreement to ensure Webb County is able to properly serve its customers.

Standard Support and Maintenance Services

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

- **TOLL FREE SUPPORT LINE:** (866) 278-4765
 - E-mail support call logging and notification of status and resolution
- **SOFTWARE FOR LIFE:** In the event the customer decides to upgrade to another Harris/Aptitude Solutions product, the cost will be limited to charges associated with the training, conversion and installation of said software. Proprietary license costs, which traditionally constitute the bulk of expenses during an upgrade, are waived for the duration of a customer's tenure with Harris. Customers may, however, incur third party license fees for non-Harris manufactured software, which may be required for Harris software to run at optimal levels. The cost for any custom modifications will be determined at the point of upgrade.
- **TECHNICAL TROUBLESHOOTING:** Includes assessment, diagnosis, documentation, and ultimate resolution of issues that pertain specifically to the customer's software. (troubleshooting does not extend to any hardware or operating system components)
- **ERROR RESOLUTION:** HARRIS shall use its best efforts to confirm any suspected error, which is preventing continued accomplishment of the principal computing functions of the Software upon notification by the CUSTOMER of such suspected error. If the existence of an error is confirmed, HARRIS shall correct it as part of its obligation hereunder and said correction will be issued to the CUSTOMER
- **CAUSE OF ERROR:** If an error exists because of either the CUSTOMER'S modification or conversion of the software or any other condition not attributable to HARRIS, the CUSTOMER agrees to pay HARRIS for its services at the prevailing hourly rate for

HARRIS personnel time, plus reimbursement for reasonable travel and living expenses incurred by HARRIS personnel in connection with such service. .

- **SOFTWARE UPDATES:** Standard software releases and updates. HARRIS shall make software updates, defined by HARRIS and incremental releases of the Software, available to CUSTOMER as part of this Annual Maintenance Agreement; HARRIS will deliver and install all updates and incremental releases. Includes, defect corrections (as warranted), Planned enhancements and release notes. In HARRIS sole discretion, delivery and installation may be performed remotely over the Internet with proper advanced notification and authorization from CUSTOMER. Additional configuration and re-configuration of the CUSTOMER'S data is NOT included as part of this Annual Maintenance Agreement unless associated with pre-existing functionality. Major software upgrades are available to the CUSTOMER at a discounted price. Examples of major software upgrades are new applications, new platforms, or new software solutions.
- **LIMITED TRAINING QUESTIONS** (15 minutes): Questions pertaining to a customer's software line that Harris deems as training related, i.e.: information that has already been covered and/or reviewed with the customer will be considered training related in scope and are usually limited to a span of 15-25 minutes. Anything falling outside the aforementioned time frame may be classified as a billable service for which the customer will receive a quotation prior to the service being administered.
- **DATABASE TUNING & OPTIMIZATION:** Database tuning may include such services as custom report changes, customer file changes or anything involving global changes throughout the software maybe be considered a billable service for which a customer will receive a quotation prior to service being delivered.
- **Periodic News Letter with support tips**
- **Technical support bulletins**
- **DESIGN REVIEW** for custom modifications – Based on the customers' needs and requests Harris will determine, document, and program changes as needed. Customer will receive a quotation prior to service. Modifications that result from an inherent flaw in the customer's software package will be rectified at no additional charge to the customer. Modifications which are performed as a result of a customer request and are not determined to be a result of an inherent flaw will be considered a billable service for which the customer will receive a quotation prior the to service being delivered.
- **INVITATION TO ANNUAL CUSTOMER CONFERENCE:** Harris will invite customers to our scheduled annual customer conference which pertain to the customer's product line. Attendance which includes registration, and/or travel and lodging will be at the customer's expense.

Billable Support Services

The services listed below are examples of the types of services that are outside the scope of your software support contract and are therefore considered billable services:

- Extended telephone training
- Reports / Forms redesign or creation
- Setup & changes to interface or creation of new interface
- File imports/exports
- Interfaces to other applications
- Setup of new printers, printer setup changes
- Custom modifications (New reports, software customizations)
- Reversal of custom code
- Data conversions / global modification to setup table data
- Integrity issues due to database changes or updates by non-Harris personnel
- Hardware & Operating System support
- Upgrades of third party software
- Installations / re-installations (workstations, server moves or similar)

Customer Responsibilities

The following specific items are not covered under this AGREEMENT. HARRIS does offer a separate Technical Services Agreement (Work Order) to assist customers with these types of services.

- Data Backups/Archives – CUSTOMER is fully responsible for managing the backup routines and ensuring that all databases and critical system files are being backed up properly. HARRIS highly recommends that CUSTOMER maintain daily backups as well as off-site backups.
- Network Management
- Virus protection
- Switches and Routers
- Internet access
- Operating System – Applying appropriate updates to the operating system and security patches.
- Server and Workstation Migration - Restoration and reinstallation of HARRIS databases and programs to a new or repaired server or workstation.

Rates

Our current standard hourly rate is \$175.00 / hour. Rates are subject to change on an annual basis quotations will be provided for all billable services.

In the event the CUSTOMER requests any support other than that included under the terms of this Agreement, HARRIS shall generate a separate Work Order agreement identifying the work to be done.

Help Desk Hours

SERVICE HOURS: HARRIS shall provide CUSTOMER with software support five days a week. Normal support hours are Monday - Friday 7:30 AM to 8:00 PM Eastern Time, excluding holidays. After hours support is available to the CUSTOMER for **emergency assistance with critical, stop-work issues**

ON-SITE SUPPORT: If the CUSTOMER requests on-site support service, HARRIS RECORDING SOLUTIONS shall provide the CUSTOMER on-site support service on such date as is mutually agreed to by HARRIS and the CUSTOMER, provided, that the CUSTOMER shall bear the cost of such on-site support services, and provided further that the cost of such on-site support service shall include HARRIS personnel time calculated at HARRIS'S then prevailing hourly rate, plus reimbursement for reasonable travel and living expenses incurred by HARRIS personnel in connection with the provision of any on-site support service.

Holiday Schedule

Below is a listing of US Statutory Holidays. Please note that our US offices will be closed on designated days as outlined below.

New Year's Day	Closed
Memorial Day	Closed
Fourth of July	Closed
Labor Day	Closed
Veterans Day	Closed
Thanksgiving Day	Closed
Day After Thanksgiving	Closed
Christmas Day	Closed
Boxing Day (December 26 th)	Closed

Response Times

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

- Priority 1: 1 - 4 hours
- Priority 2: 1 - 8 hours
- Priority 3: 1 - 24 hours

Note on response times: the hours reflected above fall within the Help Desk Hours of operation 7:30AM Eastern Time to 8:00PM Eastern Time, Monday through Friday, excluding holidays. For example, if a Priority 1 issue is logged at 6:00 PM Eastern Time, the timeframe for response will be until 9:30 AM Eastern Time the next business day.

Call Priorities

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

Priority 1 – High

- System Down (OS, Database, Application)
- Inability to Record
- Inability to Redact
- Program errors without workarounds
- Performance issues of severe nature impacting critical processes
- Reports calculation issues (balancing / close out)

Priority 2 - Medium

- System errors that have work-around(s)
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (WS specific)

Priority 3 - Low

- Data Corrections
- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

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

- Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call ID (Number) to track your issue and your call will be logged into our Freshdesk support tracking database.
- Your call will be stored in a queue and a support representative will be assigned to your issue.
- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our Freshdesk system to see the status of your call.
- Once your call has been resolved, you will receive notification that your call has been closed. You also have the option of viewing both your open and closed calls, if available to you, via our Freshdesk tracking system.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number (PBI#) to track the progress of the issue. At this time, your support call will be closed and replaced by the development ID number. The development ID number (PBI #) will remain open until your issue has been resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.
- Contact the support department at your convenience for a status update on your development issues, or log onto our Freshdesk system (if available to you) to view your issues.

Escalation Process

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

- Level 1:** Contact the support representative working on your issue
- Level 2:** Contact the support Team Lead
- Level 3:** Contact the Manager of Support
- Level 4:** Contact the Vice President of Client Services
- Level 5:** Contact the Executive Vice President

Connection Methods

To ensure we can effectively support our clients, we ask that a communication link is established and maintained between our two sites with sufficient rights and accesses to Harris Recording Solutions licensed software applications and associated services, directories, databases etc. It is the client's responsibility to ensure the connection is valid at your location so that Harris can connect to your site and resolve the issue at hand. Our supported methods of connection are:

- Lync, Webex, Logmein, Join.me
- VPN
- Remote Desktop Connection

Customer Accountability

- CUSTOMER understands, acknowledges, and agrees that the Software system shall reside on a secure, dedicated server or similarly secured virtual environment (VM), with access limited to HARRIS, its agents, and the CUSTOMER'S system administrators. **All warranty and support agreements shall be null and void in the event CUSTOMER permits applications to reside on any server or similarly secured virtual environment (VM), containing HARRIS applications without prior express written consent.** Any service requests initiated by CUSTOMER which are the result of noncompliance with the terms of this AGREEMENT or non-approved software on the server, or similarly secured virtual environment (VM), or failure by CUSTOMER to furnish uninterrupted remote access to HARRIS, the CUSTOMER agrees to pay HARRIS for its services at the prevailing hourly rate for HARRIS personnel time, plus reimbursement for reasonable travel and living expenses incurred by HARRIS personnel in connection with such service.
- In the case of any event which results in the apparent failure of the Software, the CUSTOMER shall confirm through reasonable methods and resources that such apparent failure is not the result of CUSTOMER'S network or CUSTOMER provided hardware prior to contacting HARRIS for support. Should HARRIS determine as part of any Support call that hardware or network, and not HARRIS, is responsible for the issue, CUSTOMER agrees to pay HARRIS for its services at the prevailing hourly rate for HARRIS'S personnel time. HARRIS will

document this determination for the CUSTOMER at HARRIS'S expense and CUSTOMER will review the documentation. If HARRIS in its assessment has erred, CUSTOMER and HARRIS shall negotiate liability.

Customer

Harris Recording Solutions

Signature:



Signature:



Name:

Tano E. Tijerina

Name:

Melinda Paradiso

Title:

Webb County Judge

Title:


VP, Client Services

Date:

Date:

2/15/2017

WEBB COUNTY


Tano E. Tijerina
Webb County Judge
Date: _____







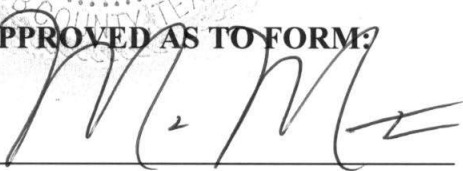
DISCLAIMER NOTICE

The County Judge's signature on these documents reflects the approval and intent of the Webb County Commissioners Court to enter into the above and foregoing agreement. As of the date of the County Judge's signature, the Webb County Attorney has not yet affixed his signature indicating his approval as to the form or substance of this document. Any alteration, modification, adjustment, amendment, revision, addition or deletions after the date of the County Judge's signature are made at the direction of the Webb County Attorney or his assistants. Any liability arising from such alteration, modification, adjustment, amendment, revision, addition or deletion shall be borne by the Webb County Attorney.

ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:


Marco A. Montemayor
Webb County Attorney

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On February 27, 2017. Item No. #8.b.

-Webb County Clerk-