LICENSE, SUPPORT AND MAINTENANCE AGREEMENT

THIS LICENSE, SUPPORT AND MAINTENANCE AGREEMENT ("**Agreement**") is made as of the ____ day of _____, 2022.

BETWEEN:

> **N. HARRIS COMPUTER CORPORATION,**
> **A DIVISION OF N. HARRIS COMPUTER CORPORATION**
> ("Harris")
>
>
> - and -
>
>
> **LAKE COUNTY**
> ("Organization")

RECITALS

1.   Harris owns utility billing software ("**Software**") that Organization has been licensing pursuant to an agreement executed on August 9, 2006;

2.   The Organization wishes to continue licensing such software (or software services) from Harris in its more current iteration and version, and receive support and maintenance services related to the Software;

3.   Harris intends to provide the support and maintenance services related to the Software;

4.   The Organization and Harris are entering into three separate agreements, as follows: (1) this *License, Support and Maintenance Agreement*, (2) a *Professional Services Agreement* addressing the implementation of the hosted solution, and (3) a *Hosting Agreement*, which has been previously executed.

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

1.   **License**. Harris software is licensed, not sold. Harris hereby grants Organization a perpetual, nontransferable, nonexclusive license under the terms of this Agreement to use its Software, which Harris shall host under the terms of the Hosting Agreement the parties have otherwise signed.

        Organization 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 Harris.

Organization acknowledges that the software under license contains proprietary and confidential information of Harris which shall, at all times, remain the property of Harris. Through the grant of licenses pursuant to this Agreement, Organization is only entitled to use of the software in accordance with the terms of this Agreement.

Organization agrees that it will not attempt to derive, or permit or help others to derive the source code relating to the software or attempt to otherwise convert or alter the software into human readable code. Organization further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the source code relating to the software.

2. **Support**. Harris shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in **Exhibit 2** hereto and which are in effect as of the Start Date (as defined below), as such services may, at Harris's sole discretion, be modified or supplemented from time to time. To enable Harris to provide effective support, the Organization will establish auto remote access procedures compatible with Harris's then current practices, which may be revised over time.

3. **Start Date**. This License, Support and Maintenance Agreement becomes effective upon execution (the "Start Date").

4. **Support and Maintenance Fee; Billing Start Date**. In consideration for the support services specified in Section 2, Organization shall pay the "Support and Maintenance Fee" as detailed in **Exhibit 1** below, but beginning with the first date stated in Exhibit 1 or the date in which Organization begins using the Software, whichever is later (the "**Billing Start Date**"). The Support and Maintenance Fee will be prorated and billed in advance beginning on the Billing Start Date through June 30th of the initial contract year. Thereafter Organization will be billed annually in advance on July 1st. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term but Organization shall only be billed once per year.

5. **Billable Fees**. In addition to the Support and Maintenance Fee, Organization shall reimburse Harris for its direct expenses in providing support services ("Billable Fees") pursuant to this Agreement, which include as of the Start Date:

    (a)   courier services, photocopying, faxing, long distance phone calls and reproduction services,

    (b)   all direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; each individual's travel time billing rate of $95.00/hour; a per diem rate of $70.00 for week days and a $125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); and a mileage charge consistent with the Internal Revenue Service recommended rate per mile.

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

6. **Upgrades**. Harris shall supply all Upgrades to Organization at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris as described in Section 8 including additional training not covered by the Software Implementation Services Agreement and professional services for the installation and implementation of the Upgrade that will be subject to the Harris's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.

7. All Updates of the Software and all those services listed in Exhibit 2 which are included as part of Organization's Software support will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee.

8. **Payment**. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Agreement shall be paid by Organization and such sums shall be due and payable to Harris under the terms of the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*, which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days. Any taxes levied in relation to the services required for a Release shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.

9. **Term; Termination**. The initial term of this Agreement shall begin on the Start Date extend through the end of the first billing period shown on Exhibit 1. Thereafter, this Agreement shall automatically renew on an annual basis, unless terminated by either party upon giving to the other not less than 90 days' notice in writing prior to the end of the initial term or any subsequent anniversary of such date. Organization shall pay the Support and Maintenance Fee shown in Exhibit 1 in advance for each term of this Agreement. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Agreement is terminated. Organization acknowledges that if this Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement, including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default (as defined further below).

10. **Proprietary Rights**.

    (a)   Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Agreement shall at all times remain with Harris, and Organization shall acquire no proprietary rights by virtue of this Agreement.

(b)   Title to and ownership of all of Organization's Data, as set forth in the parties' Hosting Services Agreement dated July 30, 2021, shall remain with Organization and be made available to Organization, as set forth in the Hosting Services Agreement.

11.   **Termination Under Certain Conditions**.

    (a)   Harris shall have the right to terminate this Agreement immediately if Organization attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization; or

    (b)   Organization has not paid an invoice within ninety (90) days of the start of a renewal term.

    (c)   Organization shall have the right to terminate this Agreement for convenience (with or without cause), upon 60 days' written notice. In case of such termination, Harris shall be entitled to receive payment from Organization for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

12.   **Notices**. Unless otherwise agreed to by the parties, all notices required hereunder may be given by email to the officials listed below, at their then-current email address, but shall not be deemed received unless the recipient acknowledges receipt. In addition to or in lieu of email, all notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed as follows, respectively:

To Organization (Lake County Public Works): Attn Joel Sensenig, JSensenig@lakecountyil.gov, Lake County Public Works, 650 W. Winchester Rd, Libertyville, IL 60048.

To Harris: (N. Harris Computer Corporation): Attn Hari Subramaniam, hsubramaniam@advancedutility.com, Advanced Utility Systems, 2235 Sheppard Avenue East, Suite 1400, Toronto, ON M2J 5B5

13.   **No Implied Waivers**. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

14.   **Entire Agreement**. With respect to the terms and conditions of this Agreement, the parties agree that those terms and conditions shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by Organization.

15.   **Damages**.

    (a)   Termination of this Support and Maintenance Agreement shall not affect any right

of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b)   The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

(c)   Except for claims arising out of the Gross Negligence or Willful Misconduct of Harris, the aggregate liability of Harris to Organization for all claims, suits, actions and proceedings howsoever arising, directly or indirectly, under or relating to this Support and Maintenance Agreement or its subject matter, including those based on breach or rescission of contract, tort, breach of trust, or breach of fiduciary duty shall not exceed, in the aggregate, the amount of fees actually paid by the organization to Harris under this Support and Maintenance Agreement during the then-current term (and in no event being greater than 12 months) of the Support and Maintenance Agreement up to and including the date of termination, or to the limit of any applicable insurance policy, whichever is greater.

(d)   In addition to the foregoing, neither party shall be liable to the other for any claims for consequential damages, incidental damages, indirect damages, special damages, aggravated damages, loss of revenue, loss of profits, failure to realize expected savings, loss of data, loss of business opportunity either under or relating to this support and maintenance agreement or its subject matter, whether based on breach of rescission of contract, tort, breach of trust, or breach of fiduciary duty even if such other party has been advised of the likelihood of the occurrence of such damages and notwithstanding any failure of essential purpose of any limited remedy. However, Organization's permanent inability to bill customers for a given period due to a loss of the services provided under this Agreement, if solely attributable to the acts or omissions of Harris, shall be considered direct damages under this Agreement.

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

18.   Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Harris arising out of or in connection with this Support

and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.

19. **Escrow**. The Organization may, at Organization's option, enter into an escrow arrangement with Harris. Upon the Organization's request:

    (i)   Organization shall be presented with the standard escrow beneficiary enrolment document for participation in Harris's source code escrow arrangement with an escrow agent (the "**Escrow Arrangement**").

    (ii)   By entering into this Escrow Arrangement, the Organization shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".

20. **Venue; Choice of Law**. The laws of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this Agreement, including all tort claims, and all lawsuits shall be brought only in the federal court for the Northern District of Illinois; provided, however, that if subject matter jurisdiction is improper in said federal court, it shall be had in the courts of the Nineteenth Judicial Circuit of Lake County, Illinois.

21. **Assignment**. This Agreement shall not be assignable by either party without the written consent of the other.

22. **Successors**. This Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.

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

24. **Counterparts**. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

25. **Warranty**.

(a) Harris warrants to County that the Services provided hereunder shall be performed at a level and shall substantially conform to the specifications, as stated in Harris's manuals and other documentation provided to County, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. County's sole remedy in the event the Services do not conform to the foregoing warranty is for Harris to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with this

Agreement.

Harris shall implement reasonable and appropriate measures designed to secure confidential Customer Data of Organization that Harris obtains from Organization in the course of the performance of this Agreement from accidental or unlawful access or unauthorized or improper disclosure. Except as required by law, Harris shall not voluntarily and affirmatively disclose to any third party confidential Customer Data that Harris obtains from Organization without the prior written consent of Organization, which may be granted or withheld in its sole discretion. If Harris becomes aware of any accidental or unlawful access to or unauthorized or improper disclosure of confidential Customer Data, it shall notify Organization promptly, and in any event within 5 business days. Harris shall also reasonably assist Organization with preventing the recurrence of such accidental or unlawful access or unauthorized or improper disclosure and with any litigation against third parties deemed necessary by Organization to protect its confidential Customer Data. For the avoidance of doubt, this Section is not intended to prevent Harris's support personnel from accessing Organization's Customer Data for purposes of investigating or resolving a Support request.

(b) Warranty Disclaimer. TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS WARRANTY SET OUT ABOVE, THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO COUNTY "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

(c) HARRIS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE HOSTING SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. HARRIS DOES NOT REPRESENT OR WARRANT THAT THE HOSTING SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF COUNTY'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

26.   **Insurance**. Harris must obtain, for the Contract term and any extension of it, insurance

issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

o Premises and Operations

o Independent Consultants

o Products/Completed Operations

o Liability assumed under an Insured Contract/ Contractual Liability

o Personal Injury and Advertising Injury

With limits of liability not less than:

$1,000,000 Each Occurrence; $1,000,000 Products-Completed Operations; $1,000,000 Personal and Advertising injury limit; $2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the Harris's projects away from premises owned or rented to Harris.

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Harris's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

$ 1,000,000 Combined single Limit (Each Accident)

Excess/ Umbrella Liability

The Harris's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

$ 2,000,000 per occurrence limit (minimum, and may be higher depending on the project)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of Harris arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of Harris's employees, with limits listed below:

Employers Liability

Each Accident $1,000,000

Disease-Policy Limit $1,000,000

Disease-Each Employee $1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Professional Liability - Errors and Omissions

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Professional Liability - Cyber Liability

Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:

$ 1,000,000 per occurrence limit

Technology Errors and Omissions

Harris's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:

$ 1,000,000 per occurrence limit

Liability Insurance Conditions

Harris agrees that with respect to the above required insurance:

The CGL policy shall be endorsed for the general aggregate to apply on a "per Project"

basis;

Harris's Commercial General Liability and Auto Liability insurance shall be primary and non-contributory over Lake County's insurance in the event of a claim.

Harris agrees that with respect to the Commercial General Liability and Auto Liability above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and that Harris will endeavor to provide be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for vendors who have multiple projects with the County.

Lake County shall be provided with Certificates of Insurance and the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

Lake County, Purchasing Division, 18 N. County 9th Floor, Waukegan, Illinois 60085 Attn: RuthAnne Hall, Lake County Purchasing Agent. (Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.)

27. **Dispute Resolution**. All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097.

28. **Modifications**. No modification to this Agreement shall be valid unless it is in writing and signed by both parties.

29. **Press/News Releases**. Harris agrees not issue any press or news releases or speak to the media regarding this Agreement without prior approval from Lake County. Harris further agrees to provide notice to Lake County's Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

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

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Hari Subramaniam
Title: Executive Vice President

LAKE COUNTY

Per: _____

Name:
Title:

Schedule "A"

Escrow Terms

Where the Organization has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

(a)   Harris and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by Harris to the Escrow Agent pursuant to the terms of this Agreement. The Organization has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the Organization has completed the Escrow Arrangement document. Harris agrees that if an "Event of Default" occurs, then the Organization shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.

(b)   An **Event of Default** is defined as and shall be deemed to have occurred if Harris: (1) ceases to market or make available maintenance or support services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Harris has not promptly cured such failure despite the Organization's demand that Harris make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Harris set forth in this Agreement.

(c)   Harris will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.

(d)   The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the Organization.

(e)   The termination of the Support and Maintenance Agreement shall immediately end the Organization's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.

(f)   This Schedule "A" shall form part of the Support and Maintenance Agreement only

where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or Harris will annually send notices to the Organization of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by Harris for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

Exhibit 1
Annual Support and Maintenance Fee

October 1, 2022 – September 30, 2023	CIS Infinity Support	$39,916.16
	Infinity.Link Support	$ 9,978.09
	Hosting	$55,440.00
October 1, 2023 – September 30, 2024	CIS Infinity Support	$41,911.97
	Infinity.Link Support	$10,476.99
	Hosting	$58,212.00
October 1, 2024 – September 30, 2025	CIS Infinity Support	$44.007.57
	Infinity.Link Support	$11,000.84
	Hosting	$61,122.60
October 1, 2025 – September 30, 2026	CIS Infinity Support	$46,207.94
	Infinity.Link Support	$11,550.89
	Hosting	$64,178.73

Exhibit 2
Standard Support and Maintenance Services – Standard Guidelines

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

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

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

- 800 Toll Free Telephone support
- Software for Life
    - Guaranteed Support on your existing applications for life
    - Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- eSupport access 24 x 7 with the following on-line benefits:
    - Log and close calls
    - View and update calls
    - Update contact information
    - Access published documentation
    - Access available downloads
    - Access Support knowledge base
    - Participate in Discussion Forums
- Standard software releases and updates
    - Defect corrections (as warranted)
    - Planned enhancements
    - State and/or Federal mandated changes (charges may exist depending on scope)
    - Participation in beta program
    - Release notes
- Customer Care Program
    - Quarterly News Letter with support tips
    - Technical support bulletins
    - Communication on new products and services
    - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours
Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

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

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

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

Priority 1 – High

- Security issues
- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- 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 or ticket; our support analysts cannot provide assistance unless a support call or ticket is logged. Our current process for logging calls and tickets includes the following: eSupport (via website), email, phone and fax.

- Your ticket 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 ticketing system or one of our support analysts will provide you with a ticket ID to track your issue.

- Your ticket will be assigned to the first available support representative.

- As the support representative assigned to your ticket 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 ticket will be tracked in our support ticketing system. At any time, if available to you, you may log onto our ticketing system to see the status of your call.

- Once your issue has been resolved, you will receive an automated notification by email that your ticket has been closed. This email will contain the entire event history of the issue from the time the ticket was created and leading up to the resolution of the issue. You also have the option of viewing both your open and closed tickets, if available to you, via our support ticketing system.

- Contact the support department at your convenience for a status update on your development issues, or log onto our ticketing system (if available to you) to view your issues on-line.

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 Team Lead

Level 3:   Contact the Manager of Support

Level 4:   Contact the Vice President of Support Services

Level 5:   Contact the Executive Vice President

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

Billable Support Services

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

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

Test Databases and Environments

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.

Connection Methods

To ensure we can effectively support our clients with on premise installations, we require that a communication link is established and maintained between our two sites. It is the Organization's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our preferred method of connection is through Remote Desktop which can be accomplished using a VPN account and the MS Windows Remote Desktop client or a variety of remote connection tools (logmein.com, TeamViewer, join.me, VNC, etc). Harris will work with the client to establish a mutually agreeable remote connection policy.