

SOFTWARE IMPLEMENTATION, LICENSING AND SUPPORT AND MAINTENANCE AGREEMENT

THIS AGREEMENT made as of the 8th day of February, 2019.

BETWEEN:

HARRIS SYSTEMS USA INC

("Harris")

- and -

THE CITY OF BILLINGS, MONTANA
("Organization")

RECITALS

1. The Organization wishes retain Harris to perform the Services (as defined herein) and Harris shall perform said Services;
2. Harris owns the Software (as defined herein);
3. The Organization wishes to acquire a license to utilize the Software and Harris wishes to grant the Organization a license to utilize the Software;
4. The Organization wishes to receive support and maintenance services related to the Software and Harris shall provide the support and maintenance services related to the Software;
5. The Organization and Harris agree to enter into an agreement dealing the Software implementation services, Software licensing, and support and maintenance services.

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:

ARTICLE I
INTERPRETATION

1.1 **Definitions**

Throughout this Agreement, except as otherwise expressly provided, the defined words and expressions set forth in Schedule E shall have the meanings ascribed to them in Schedule E. For the purposes of this Agreement the singular and plural of a defined term can be used interchangeably regardless of whether the definition in Schedule "E" is in reference to the singular or plural term.

1.2 **Schedules and Exhibits**

The Schedules and Exhibits described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule "A"-		Scope of Work
	Exhibit 1 -	Sample Form Change Order
Schedule "B" -		Software License Terms
	Exhibit 1 -	Description of Software
	Exhibit 2 -	Third Party Software License and Third Party Software Terms
Schedule "C" -		Support and Maintenance Terms
	Exhibit 1-	Escrow Terms
	Exhibit 2 -	Standard Guidelines for Support and Maintenance Services
Schedule "D" -		Fee Structure & Payment Schedule
Schedule "E" -		Definitions

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule or Exhibit, the terms and conditions of the main body of this Agreement shall control.

ARTICLE II CONSULTING SERVICES

2.1 Harris's Services

Harris agrees, subject to the terms and conditions of this Agreement, to perform the services (the "Services") for the Organization set forth in the Scope of Work attached hereto as Schedule "A". While the Scope of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two parties, all warranties and representations on the part of Harris in respect of the Services and the Software are set forth in Article V below.

ARTICLE III SOFTWARE LICENSES

3.1 Software Licenses

Subject to the terms and conditions of this Agreement, Harris hereby grants to the Organization a Software license in accordance with the license terms set forth in Schedule "B".

**ARTICLE IV
SUPPORT AND MAINTENANCE SERVICES**

4.1 Support and Maintenance Services

Harris agrees, subject to the terms and conditions of this Agreement, to provide support and maintenance services (the "Support and Maintenance Services") for the Organization set forth in the Schedule "C", attached hereto.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES**

5.1 Warranty

Harris warrants to the Organization that:

- a) The Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.
- b) The Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation, the terms of this Agreement and where the Organization has the Required Programs the Required Hardware. The Organization's primary recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.
- (a) Harris has the full right, authority and power to enter into this Agreement and to grant to the Organization the Licenses and rights conveyed by this Agreement.

Despite the foregoing, Harris shall have no liability hereunder if the Organization has modified the Software in any manner without the prior written consent of Harris.

5.2 No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Harris does not represent or warrant and the Organization acknowledges that there are no further representations or warranties, whether express or implied, including any warranties regarding the merchantability of the Services nor for any outcome. Moreover, no warranties are provided in relation to Releases in this Agreement. Harris reserves the right to correct any defects about which it is made aware and to produce Releases at a time of Harris's own choosing and at Harris's discretion. Without limiting the generality of the foregoing, Harris does not represent or warrant and the Organization acknowledges that there are no further representations or warranties:

- (a) that the functions contained in the Software will operate in the combinations which may be selected for use by the Organization or will meet the Organization's requirements and satisfy its intended results;

- (b) that the operation of the Software will be error free.

5.3 Required Programs

- (a) The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the “**Required Programs**”), as detailed in Exhibit 1 of Schedule “B”, attached hereto. The Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which Organization is provided with commercially reasonable advance notice.
- (b) The Organization acknowledges that the use of the Software requires the that the Organization have at minimum the hardware as may be referenced by Harris programs (the “**Required Hardware**”) as detailed in Exhibit 1 of the attached Schedule “B”. Organization’s hardware must also be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance the Agreement and Upgrades about which Organization is provided with commercially reasonable advance notice and the general use of the Software by Organization. If Harris determines that Organization’s hardware is not of sufficient quality, condition and repair, Harris shall notify Organization in writing of the Hardware deficiencies. Organization will strive to remedy any hardware deficiencies within 30 days of notification

5.4 Exclusions to Warranty

Harris shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of Harris, including

- (a) where the installation, integration, modification or enhancement of the Software has not been carried out by Harris or its authorized agent, or where Organization has taken any action which is expressly prohibited by the Documentation or this Agreement;
- (b) any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;
- (c) user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in the relevant scope of work or in this Agreement;
- (d) Organization’s failure to install a new Update which has been released to remedy an error or bug, and which Harris has stated to Organization is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Harris may determine is important in its sole discretion; or
- (e) natural disasters, power surges, lightning strikes, and the like.

**ARTICLE VI
FEES AND PAYMENTS**

6.1 Fees and Payments

- (a) The Organization agrees to pay Harris total fees in accordance with the fee and payment schedule in Schedule "D", attached hereto.
- (b) During the term of this Agreement, Harris shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Harris shall be due and payable upon receipt thereof by Organization.
- (c) The Organization shall reimburse Harris for (1) its direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of \$75.00 per hour; (3) a per diem rate of \$65.00 for week days and a \$110.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); (4) a mileage charge based on the current Internal Revenue Service recommended rate per mile; and (5) all other reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in Section 6.1 (a).
- (d) In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Harris has under this Agreement or otherwise, Harris shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.
- (e) 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 delivery of the Services described in this Agreement shall be paid by Organization and are excluded from a the prices listed in Schedule "B" and such sums (including the payment of the taxes) shall be due and payable to Harris upon receipt of an invoice. Any taxes levied after delivery of the Services described in this Agreement shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.

6.2 Change Orders

With respect to any proposed changes, modifications or amendments to the Software, Services or Support and Maintenance Services defined by this Agreement shall be subject to written approval by authorized representatives of both parties. Approval of any such proposed changes, modifications or amendments will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample change order is presented in Schedule "C", attached hereto.

**ARTICLE VII
REMEDIES AND LIABILITY**

7.1 Remedies and Liability

- (a) Termination of this 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 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 Agreement.
- (b) EXCEPT FOR DAMAGES ARISING OUT OF (a) DAMAGE TO TANGIBLE PROPERTY, (b) INJURY OR DEATH TO PERSONS, (c) HARRIS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (d) HARRIS'S INDEMNIFICATION OBLIGATIONS SET FORTH IN 7.3, BOTH PARTIES AGREE THAT THE AGGREGATE LIABILITY OF HARRIS TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS 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: (i) THE SERVICE FEES PAID BY ORGANIZATION TO HARRIS PURSUANT TO THE RELEVANT STATEMENT OF WORK, (ii) THE LICENSE FEES PAID BY THE ORGANIZATION PURSUANT TO THIS AGREEMENT AND (iii) THE AMOUNT OF SUPPORT AND MAINTENANCE FEES ACTUALLY PAID BY THE ORGANIZATION TO HARRIS UNDER THIS AGREEMENT DURING THE THEN-CURRENT TERM (WHICH SHALL IN NO EVENT BE GREATER THAN TWELVE (12) MONTHS) OF THE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

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 AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OR 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.

7.2 Intent

The parties agree that the limitation of liability as set out in Section 7.1 above shall apply under any circumstances (including as a result of a default under this Agreement, a tort related claim or breach of contract). For the purposes of Section 7.1 only, a party relying on the limitation of liability shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates.

7.3 Intellectual Property Indemnity

- (a) In the event there is a third party claim against Organization alleging that Organization's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in Organization's jurisdiction, Harris shall, at its expense, defend and indemnify Organization and pay any final judgment (including all damages awarded against Organization) against Organization or settlement agreed to by Harris on Organization's behalf. This indemnity is only effective where (i) Organization has not made any admissions or begun settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, (ii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) Organization assists and provides information to Harris throughout the action or proceeding, and (iv) Organization has not modified the Software in any manner whatsoever except with the prior written consent of Harris. Any breach by Organization of its covenants under this 7.3 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the Organization's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, Organization agrees that the only remedy available to it is that Harris shall be, at Harris's election, for Harris to: (1) procure for the Organization the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.
- (b) The foregoing states Harris's entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other property interest rights relating to the Software, or any part thereof or use thereof.
- (c) Organization may, at Organization's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.
- (d) The indemnity provisions of this Section 7.3 shall not apply to any other Third Party Software.

7.4 Remedies

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of Harris arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VIII GENERAL TERMS

8.1 Force Majeure

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any

applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

8.2 Confidentiality

- (a) Duty Owed to the Organization -- Harris acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, Harris agrees: (i) to maintain this information in confidence; (ii) not to use this information other than in the course of this Agreement; (iii) not to disclose or release such information except on a need-to-know only basis; (iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of Harris; and (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.

8.3 Termination

- (a) If Harris should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify Harris in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Harris must either correct the default at no additional cost to the Organization, 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 Harris fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the Organization may terminate the whole of this Agreement or the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to Harris of only that part of the fee earned by Harris for those Services performed up to the time of communication of such notice of termination to Harris.
- (b) If the Organization should fail to comply with its obligations under this Agreement, Harris must notify the Organization in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to Harris, 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 Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, Harris may terminate the whole of this Agreement and in such case the Organization will be responsible for payment to Harris of only that part of the fee earned by Harris for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.

- (c) The termination of this Agreement prior to the Completion of Services shall result in the termination of the Software License as well as the Support and Maintenance Services. In the event the Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the Organization shall either return to Harris or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have either been returned to Harris or deleted. If, however, this Agreement is terminated following the Completion of Services, then the Organization may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the Organization as set out in Section 3 of Schedule "B", attached hereto.
- (d) All warranties related to the Services and Software automatically terminate upon the termination of this Agreement.

8.4 Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

8.5 Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

Harris Systems USA Inc., a Delaware company
1224 Fern Ridge Pkwy., Suite 100
St. Louis, MO 63141

and in the case of the Organization, to:

The City of Billings, Montana
210 North 27th Street,
Billings, MT 59101
Attention: David Watterson, Information Technology Director
Telephone: 406-657-8330

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 8.5.

8.6 Assignment

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

8.7 Reorganizations

The Organization acknowledges that the License fee set out in this Agreement has been established on the basis of the structure of the Organization as of the Effective Date. To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to support the system, Harris shall be entitled to receive, and the Organization shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 8.7 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 8.7 shall not apply where the Organization undergoes a Reorganization involving only other organizations that have already purchased a License from Harris only to the extent that the License is for the same Software. For purposes of this Agreement, any corporate changes undergone by the Organization will be characterized as either an assignment, in which case Section 8.6 will apply, or a Re-organization, in which case Section 8.7 will apply, but it is not intended that Section 8.6 and Section 8.7 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

8.8 Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with

respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

8.9 Section Headings

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

8.10 Governing Law

This Agreement shall be governed by the laws of the State in which Organization is located.

8.11 Trial by Jury

Organization and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

8.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this 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.

8.13 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

8.14 Counterparts

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

8.15 Survival

Sections 7 and 8 shall survive the termination and/or expiration of this Agreement.

8.16 Competitive Bid

Organization has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other entities may contract separately with Harris. Organization agrees that Harris may disclose all or any portion of this Agreement to any of its current or prospective customers.

8.17**Further Assurances**

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

IN WITNESS WHEREOF the parties hereto have duly executed this Software Implementation Services Agreement to be effective as of the date first written above

Harris Systems USA Inc., a Delaware company

Per:



Name: Dan Albert
Title: Vice President

THE CITY OF BILLINGS, MT

Per: _____

Name: William Cole
Title: Mayor

SCHEDULE "A"

Scope of Work

1.1 Harris's Services

In order to achieve the Completion of Services, Harris agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Organization:

- (a) Oversee and implement the conversion from the Organization's existing software applications to Harris's Software.
- (b) Install the Software and perform necessary set up and configuration operations.
- (c) Provide training.

(i) Harris recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructors.

(ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.

(iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.

(iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Organization will be billed for any non-recoverable direct costs incurred by Harris that result from a cancellation by Organization with fourteen (14) days or less of scheduled on-site Services. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris's then current schedule permits. Harris is not responsible for any delay in Organization's project resulting from Organization's cancellation of Services. If upon Harris arrival, the Organization is not adequately prepared or has not completed the assigned tasks for such visit by Harris, then the Organization will be billed 100% of the on-site fee and scheduled on-site Services can be cancelled by Harris. If additional Services are required because the Organization was not adequately prepared, Harris will provide a Change Order to the Organization for the additional Services.

- (d) The Scope of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two parties. To the extent that the Scope of Work more explicitly details the Services or the obligations of a

party, then those details shall prevail over any other document that is less explicit. Any warranties or representations on the part of Harris in the Scope of Work are not binding on Harris and are merely provided for information purposes; the only warranties and representations provided by Harris in respect of the Services and this Agreement are found in Article III.

1.2 Performance by Harris

- (a) Manner of Performance -- Harris shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.
- (b) Harris's Discretion -- Harris 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 the Organization personnel. Harris will communicate openly with the Organization on its methodology, manner and means.
- (c) Conduct on Organization's Premises -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. Harris agrees, while working on the Organization's premises, to observe the Organization's rules and policies relating to the security thereof, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information. Harris agrees that when it is working on the Organization's premises, its personnel shall observe the Organization's administrative and ethics codes relating to the security, access or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.
- (d) Inquiries by Organization -- Harris shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.
- (e) Independence -- As an independent consultant, Organization retains Harris on an independent contractor basis and not as an employee.
- (f) Coordination of Services -- Harris agrees to work closely with Organization staff in the performance of Services and shall be available to Organization's staff, consultants, and other staff at all reasonable times.
- (g) Maintenance and Inspection -- Harris shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Harris shall allow a representative of Organization, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other documents created, pursuant to the Agreement. Harris shall allow inspection of all work, data, documents, proceedings, and activities related to the agreement for a period of two (2) years from the date of final payment under this Agreement unless Harris is required to maintain such records pursuant to any law or regulation.

1.3

Performance by Organization

- (a) Co-operation by Organization -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with Harris to achieve the Completion of Services.
- (b) Required Programs -- The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in Exhibit 1 of Schedule "B" of the Agreement, and the Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Organization further acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If the Organization has not properly installed the Required Programs on hardware of sufficient quality, condition and repair, Harris shall have the right to suspend the Services and the related scheduled time frames until these issues have been dealt with by Organization sufficiently and to Harris's reasonable satisfaction.
- (c) Project Manager -- The Organization shall appoint a project manager (the "Project Manager") who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process.
- (d) Additional Organization Obligations
 - (i) Organization shall install all Updates within a reasonable period of time of Organization's notification of their availability. However, any fix or correction designated as "critical" by Harris shall be implemented by Organization within thirty (30) days of notification to the Organization by Harris of its availability.
 - (ii) Organization shall notify Harris of suspected defects in any of the Software supplied by Harris. Organization shall provide, upon Harris request, additional data deemed necessary or desirable by Harris to reproduce the environment in which such defect occurred.
 - (iii) Organization shall allow the use of online diagnostics on the Software supplied by Harris to Organization, if required by Harris during problem diagnosis. Organization shall provide to Harris, at Organization's expense, access to the Designated Computer System via the Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).
 - (iv) Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Harris manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Harris and Organization, Organization agrees that such personnel will be trained by Harris or Organization

within fifteen (15) days of determination. If Organization desires Harris to perform the required training then Harris shall be compensated in accordance with this Agreement.

- (v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause. Organization shall provide Harris with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.
- (vi) Organization shall have the sole responsibility for:
 - (A) the performance of any tests it deems necessary prior to the use of the Software.
 - (B) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.
 - (C) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
 - (D) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Software.

Addendum A- Scope of Services

From the proposal

No.	Item Description	Qty	Units	Unit Cost	Year 1	Year 2	Year 3
1	Install Questys CMx Application software & Web Portal	1	Each	\$1,000.00	\$1,000.00	n/a	n/a
2	Innoprise Connector configuration	1	Each	\$9,000.00	\$9,000.00	n/a	n/a
3	Workflow Template, Design & Consult	1	Each	\$2,400.00	\$2,400.00	n/a	n/a
4	Capture Scripting	1	Each	\$2,600.00	\$2,600.00	n/a	n/a
5	Services to migrate attachments into ECM	1	Each	\$4,800.00	\$4,800.00	n/a	n/a
6	Remote CMx User Training	3	Session	\$400.00	\$1,200.00	n/a	n/a
7	Remote CMx Admin Training	1	Session	\$400.00	\$400.00	n/a	n/a
8	Remote CMx Web Search Training	2	Session	\$200.00	\$400.00	n/a	n/a
9	Remote WfX Admin Training	1	Session	\$200.00	\$200.00	n/a	n/a
10	Remote WfX User Training	3	Session	\$200.00	\$600.00	n/a	n/a
11	Project management	1	Each	\$2,400.00	\$2,400.00	n/a	n/a
	Totals for Professional Services				\$25,000.00	\$0.00	\$0.00

Additional proposed Add on Services

3 days of onsite end user training. \$4,800.00

4 training classes for departments to get up to speed. See attached proposed Training agenda to be used.

Total services for this project \$29,800.00

SCHEDULE "B"
SOFTWARE LICENSE TERMS

1. Grant of Licenses

- (a) Subject to the terms and conditions herein and the Agreement, Harris hereby grants to the Organization a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Designated Computer System (the "License") in consideration for the payment of the License fees. All Releases installed by Organization are subject to this License. This License and the other terms and conditions related to this License do not apply to Third Party Software except as the Agreement may state otherwise.
- (b) Any Software furnished by Harris in machine-readable form may be copied in whole or in part by Organization for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to Organization's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. Organization agrees that the original copy of all Software furnished by Harris and all copies thereof made by Organization are and at all times remain the sole property of Harris.
- (c) Any License granted under this Agreement permits the Organization to: (i) use the Software for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by Harris in advance of the independent contractors' access to the Software. The Organization shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.
- (d) The Organization may duplicate Documentation, at no additional charge, for the Organization's permitted uses so long as all required proprietary markings are retained on all duplicated copies.
- (e) The Software is licensed to the Organization on multiple levels. The Software is licensed on a "Concurrent User License" and "Site License" basis as set forth in Exhibit 1 of this Schedule "B" of the Agreement.
 - i) A Concurrent User License permits the Organization to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Exhibit 1. A User is further defined as anyone authorized by the Organization who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).
 - ii) A Site License permits the Organization to use the Software on the Designated Computer System in one (1) production environment and unlimited non production environments for

the purposes of disaster recovery, disaster testing, training, archival and backup. Organization requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.

The Organization may purchase additional Software Licenses at the time such Licenses become necessary at Harris's then current prices and terms.

- (f) As between Harris and Organization, Harris reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

2. Term of License

The License commences on effective date of the Agreement. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

3. Restrictions on Use

- (a) Without limiting the generality of the License granted in 0 of this Schedule "B" and the other restrictions listed therein, Organization shall not, and will not allow, direct or authorize (directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with Organization's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of the Software; (iv) rent, lease, lend, or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. Organization shall be wholly liable to Harris for any misuse of the Software and these restrictions are absolute except as and only to the extent that this Agreement may expressly permit Organization to do otherwise.
- (b) Organization requires a separate License for each Designated Computer System in a production environment into which the Software or any portion thereof is read in machine-readable form for operation on such Designated Computer System in a production environment.
- (c) The Software and related materials supplied by Harris are protected by copyright and trademark laws. The Software is licensed and may not be resold by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Harris.

4. Ownership of Software and Confidential Information

- (a) The Organization acknowledges that the Software contains proprietary information and Confidential Information of Harris which shall, at all times, remain the property of Harris and, in addition to its obligations outlined in 0 of this Schedule "B", the Organization agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.

- (b) The Organization will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- (c) In order to assist Harris with the protection of its proprietary information and Confidential Information and to enable Harris to ensure that the Organization is complying with its obligations, Organization shall permit Harris to visit during normal business hours any premises at which the Software is used or installed and shall provide Harris with access to its Software. Harris shall provide Organization with reasonable notice of any such audit.

Section 5. Ownership and Disposition of Documents

- (a) The parties agree that no materials or documents are being created for Organization by Harris under this Agreement as of the effective date. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of Harris.
- (b) Only where the Organization requests custom materials or documents, then upon the agreement of the parties in writing as evidenced by a duly executed statement of work, the Organization shall be the exclusive owner of all such custom, materials and documents which are developed or prepared by Harris specifically for the Organization so long as such customer materials and documents are specifically described as being deliverables that are subject to this Section 5 in the relevant statement of work, except to the extent to which such materials or documents may contain pre-existing Harris materials, in which case the statement of work will describe the license for such pre-existing Harris materials. Harris's only warranties and representations in respect of such software shall be in the relevant statement of work and no warranties or representations of any kind are provided in this Agreement.

Section 6. Third Party Software

- (a) Harris shall distribute to Organization the Third Party Software which is described as Third Party Software in Exhibit 1, attached hereto. Organization shall pay Harris for the Third Party Software in the amount of the purchase price(s) listed on Schedule "D". Harris and/or the Third Party Software manufacturer(s) will provide Organization with one copy of the then current user documentation for use with the Third Party Software.
- (b) It is acknowledged by the parties hereto that the Third Party Software provided by Harris to Organization pursuant to this Agreement was developed and delivered to Harris by one or more third party software companies and Harris is distributing, sublicensing and/or reselling copies of the Third Party Software to Organization. As such, Harris makes no warranties, express or implied, with respect to the Third Party Software, including, without limitation, their merchantability or fitness for a particular purpose and Harris accepts no liability of any kind whatsoever with respect to the Third Party Software. Any warranty Organization has with respect to the Third Party Software shall be solely provided by the Third Party Software licensor except where this Agreement may state otherwise.
- (c) Organization acknowledges that its interest in the Third Party Software shall be in the nature of a license or sublicense with one or more of the Third Party Software licensors which may: (i) require

Organization to enter into one or more separate end user license agreements with such Third Party Software licensors, and/or (ii) place restrictions on Organization's use of the Third Party Software. Concurrently with the execution of this Agreement, the Organization shall execute the end user license agreements for the Third Party Software attached hereto as Exhibit 2. The Organization acknowledges that all remedies available to the Organization in relation to the Third Party Software are provided only by the Third Party Software licensor in the end user license agreement.

Exhibit 1 - Description of Software

A. Software that is subject to License

COST TABLE A: CMX SOFTWARE

No.	Item Description	Qty	Units	Unit Cost	Year 1	Year 2	Year 3
Licenses							
1	Content Management Solution (CMx)	1	Each	\$6,000.00	\$6,000.00	n/a	n/a
2	CMx Client Concurrent User Licenses	50	Each	\$350.00	\$17,500.00	n/a	n/a
3	Web Portal - unlimited Users	1	Each	\$5,000.00	\$5,000.00	n/a	n/a
4	Innoprise Questys ECM Connector	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
5	Workflow Server License (WfX)	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
6	Capture Server License	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
7	Harris Customer Discount - 20%	1	Each	(\$11,700.00)	(\$11,700.00)	n/a	n/a
	Sub-Total				\$46,800.00	\$0.00	\$0.00
Maintenance & Support							
8	Gold Level				\$10,296.00	\$10,810.80	\$11,351.34
	Totals for Licenses, Maintenance & Support				\$57,096.00	\$10,810.80	\$11,351.34

B. Required Programs/Hardware/Server:

- Intel Core i5 processor
- 2GB RAM
- 2GB hard disk space, plus proportional space for user data
- Intel Xeon-Class processor or equivalent
- 8GB RAM
- 2GB hard disk space, plus proportional space for user data
- Adobe Acrobat Reader is required if user would like to perform full-text search on PDF files with a text layer.
- Microsoft Office 2007 SP3/2010 SP1/2013 is required if user would like to perform full-text searches on Office files.
- Intel Core Duo or better CPU
- 1GB RAM minimum, 4GB recommended
- A screen resolution of 1024x768 or higher
- Microsoft Windows 7/8
- Microsoft .NET Framework 4.0 (.NET 4.5 is required for WfX Workflow Designer)
- Microsoft Word and Excel 2007 SP3 or 2010 SP1 is required for LSx Agenda publishing)
- A TWAIN or ISIS compatible scanner is required for scanning of documents.
- Windows Server 2008/2008R2/2012/2012R2
- Microsoft .NET Framework 3.1 + 4.0
- Internet Information Services (IIS) 6.0 or higher
- Microsoft SQL 2008R2 Express is bundled with the product, however another instance/version of SQL may be specified during installation. This SQL instance must be 2008 R2 or higher with full-text services installed.
- Questys Web by default is installed on the local IIS server, however a remote IIS server may be configured. This remote IIS server must also be running IIS 6 or later.

Exhibit 2 - Third Party Software Licenses

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SCHEDULE "C"
SUPPORT AND MAINTENANCE SERVICES

1. Harris shall provide software support and maintenance services ("Support and Maintenance Services") primarily via telephone and electronic mail in addition to site visits only when necessary. The Support and Maintenance Services will be provided only during the hours of operation as described in Exhibit 2, attached 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.
2. The Support and Maintenance Services shall be provided by Harris on the date the Software is installed (the "Start Date").
3. In consideration for the Support and Maintenance Services, Organization shall pay the "Support and Maintenance Fee" as detailed in Schedule "D" of the Agreement. The Support and Maintenance Fee will be billed annually in advance beginning on the Start Date and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of the Support and Maintenance Services, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. 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.
4. 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 are set forth in Section 6.1(c) of the Agreement. Harris may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of the Support and Maintenance Services under this Agreement, provided that such updated reimbursement policies must generally apply to all clients of Harris.
5. 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 professional services to be performed by Harris outside of the scope of those Support and Maintenance Services provided by Harris as described herein including additional training and the 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.
6. All Updates of the Software and all those services listed in Exhibit 2 of this Schedule "C" 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.
7. The initial term of the Support and Maintenance Services shall be for one year beginning on the Start Date or as the initial term has been modified pursuant to Section 3 of this Schedule "C". Thereafter, this Support and Maintenance Services 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 then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Services under the Agreement and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Support and Maintenance Fee for the then applicable term. The termination of the Support and Maintenance Services by Organization shall not affect the Software License. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if the Support and Maintenance Services under this Agreement are terminated. Organization acknowledges that if the Support and Maintenance Services are terminated, then it will not be eligible to receive the benefits of the Support and Maintenance Services including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.

8. 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 the Agreement, including this Schedule "C", shall at all times remain with Harris, and Organization shall acquire no proprietary rights by virtue of this Schedule "C".
9. Harris shall have the right to terminate these Support and Maintenance Services immediately if:
 - (a) Organization attempts to assign the Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the License terms in Schedule "B" of the Agreement; or
 - (b) Organization has not paid an invoice within ninety (90) days of the start of a renewal term.
10. The particular provisions of the Support and Maintenance Services herein shall be deemed confidential in nature and neither Organization nor Harris shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
11. (a) 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 Exhibit "1", Escrow Terms, which shall form part of this Agreement in accordance with the terms of Exhibit 1 of this Schedule "C", attached hereto.

Exhibit 1
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 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 Services shall immediately end the Organization's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.
- (f) This Exhibit 1 shall form part of the 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 2

Standard Support and Maintenance Services – Standard Guidelines

1 – Support Overview

At Harris ERP, we cultivate long-term relationships with our customers by delivering top-quality products, seamless implementation, and dependable on-going support. Our maintenance support program addresses the needs of your users, as well as your organization's need to remain compliant with changing governmental standards.

Prior to go live, and upon the conclusion of each phase, your Project Manager and Application Consultant will contact you to set up an internal transition meeting with our Client Services team. The goals of the meeting are to transition you from the go live to support phase at a mutually agreeable time, typically 30 days post go live. Prior to this meeting, a knowledge transfer meeting will have occurred between Client Services and your implementation team. The meeting objectives are to:

- Introduce the support team
- Provide a project status update
- Determine the items currently underway, which are retained and managed by the project team, while new items flow through Client Services
- Locate project documentation that may be of value to Client Services
- Distribute the Welcome to Support letter and Customer Hub Quick Reference Guide

Our Customer Hub <https://harriserp.na2.teamsupport.com/> provides a wealth of information for your end-users and technical administrators. Our extensive site features:

- 24/7 Access to our Customer Hub
- Online knowledge base
- Automatic email notifications
- Discussion forums
- Documentation and downloads
- Bulletins and communications

Our standard hours of support are from 7:30 a.m. Central Time to 7:00 p.m. Central Time, Monday to Friday, excluding designated statutory holidays. Support can be made available outside of normal business hours (between 7:00 p.m. CST and 7:30 a.m. CST or during weekends) and may be billable on an hourly basis depending on the situation.

Clients can log a support call using our Customer Hub, by sending an email to support@harriserp.com, or by contacting our help desk via a **toll free phone number**. Our **Sunset Rule Program** guarantees our clients will receive the same (business) day response for initial assessment.

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 standard response time guidelines are as follows: Severity 1: 1 - 4 hours, Severity 2: 1 - 8 hours and Severity 3: 1 - 24 hours, Severity 4: 1 - 2 weeks.

Call Severities

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

Severity 1 – High

- System down (software application, hardware, operating system, database)
- Inability to process payroll checks
- Inability to process accounts payable checks
- Inability to process bills
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and updates
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing

Severity 2 - Medium

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Report calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues and usability issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (workstation specific)

Severity 3 and 4 - Low

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

Support Ticket Process

All issues or questions reported to support are tracked via a support ticket. Our support analysts will provide assistance once a support ticket is logged. Our current process for logging tickets includes: Customer Hub (online), email, and phone. Your ticket should 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 Customer Hub or one of our support analysts will provide you with a **ticket number** so you can constantly track your issue and your ticket will be logged into our support tracking database. Your ticket will be stored in a queue and the first available support representative will be assigned to help you with your issue. As the support representative assigned to your ticket investigates your issue, you will be contacted and advised as to the status of the issue and the corresponding steps of the resolution plan. If we require additional information, you will be contacted by the assigned support representative immediately. All correspondence and actions associated with your ticket will be tracked in our support database. At any time, if available to you, you may log onto our Customer Hub see the status of your ticket. You may update your ticket using the Customer Hub or by replying to any of the emails related to your support ticket that you have received from support@harriserp.com. For faster service and to help us track the progress of the issue, please reply to the system-generated messages rather than sending emails directly to our application specialists, managers or developers. If a manager or developer has become involved with an issue, that person will likely be subscribed to the support ticket and will be alerted to all actions logged to that ticket, eliminating the need for you to send separate emails that are not attached to the ticket. Time spent by application specialists to monitor their email queue is time that can't be spent monitoring the support queue and working on your issues, and ticket escalations are less effective when the manager involved does not have ready access to the full history of the issue within the ticket itself.

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

If your issue needs to be escalated to a development resource or programmer for resolution, it will be logged in our development tracking database and you will be provided with a separate id number to track the progress of the issue. Your support ticket will remain open and you will be

able to view status changes in the development tracking system, which is integrated with our support ticket system. Your ticket may be moved from the Support queue to the Research and Development queue, depending on how quickly we anticipate resolution, but the ticket will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution 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 for faster service, access the updates using our Customer Hub..

Below describes the maintenance and support services which are **included** as part of your annual software Support Program, a listing of ticket priorities, an outline of the escalation procedures, and other important details. *The services listed below are services that are included as part of your software support.*

- 800 Toll Free telephone support
- **Sunset Rule Program:** same (business) day response program
- **Free** Web support sessions
- **Free** FTP access for upload/downloads
- **Free** Customer Hub access 24 x 7 with the following online benefits:
 - Log, view, update and close tickets
 - Easily record screen shots and videos to attach to tickets
 - Easily export ticket summaries
 - Update contact information
 - Access published documentation including service pack schedules and release notes
 - Access available downloads
 - Access support knowledge base
 - Participate in discussion forums
- **Free** product Web demonstrations (by request, scheduling required)
- Software for Life
 - Guaranteed support on your existing applications for life
 - Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution with programmers, network administrators and/or application analysts
- **Automatic email** support ticket logging and notification access to **new software releases, service packs and updates**
 - Defect corrections
 - New features and planned enhancements
 - State and/or Federal mandated changes
 - Payroll regulated changes
 - Participation in BETA program
 - Release notes
- **Free** monthly training Webinars (see calendar on our Website)
- Customer Care Program
 - Semi-annual newsletter

- Technical support bulletins
- Advance communications on new products and services
- Regional user groups
- Design review sessions for potential enhancements or custom modifications
- Account manager services
- **NPS (Net Promoter Score Program):** NPS is a customer loyalty program, measuring feedback and driving constant improvement to the customer experience.
- Access to annual customer conference (registration fees apply) and access to all conference presentation materials post-conference.

During the course of the implementation, the approved Scope of Work manages expectations and ensures warranty for implementation services. The City signs off on phases during implementation to ensure Harris ERP are providing implementation services for a successful delivery of ERP software.

Addendum A

Maintenance overview: See Gold Level support listed below for Year 1 thru 3.

COST TABLE A: CMX SOFTWARE							
No.	Item Description	Qty	Units	Unit Cost	Year 1	Year 2	Year 3
Licenses							
1	Content Management Solution (CMx)	1	Each	\$6,000.00	\$6,000.00	n/a	n/a
2	CMx Client Concurrent User Licenses	50	Each	\$350.00	\$17,500.00	n/a	n/a
3	Web Portal - unlimited Users	1	Each	\$5,000.00	\$5,000.00	n/a	n/a
4	Innoprise Questys ECM Connector	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
5	Workflow Server License (WfX)	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
6	Capture Server License	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
7	Harris Customer Discount - 20%	1	Each	(\$11,700.00)	(\$11,700.00)	n/a	n/a
	Sub-Total				\$46,800.00	\$0.00	\$0.00
Maintenance & Support							
8	Gold Level				\$10,296.00	\$10,810.80	\$11,351.34
	Totals for Licenses, Maintenance & Support				\$57,096.00	\$10,810.80	\$11,351.34
COSTS TABLE B: PROFESSIONAL SERVICES							
No.	Item Description	Qty	Units	Unit Cost	Year 1	Year 2	Year 3
1	Install Questys CMx Application software & Web Portal	1	Each	\$1,000.00	\$1,000.00	n/a	n/a
2	Innoprise Connector configuration	1	Each	\$9,000.00	\$9,000.00	n/a	n/a
3	Workflow Template, Design & Consult	1	Each	\$2,400.00	\$2,400.00	n/a	n/a
4	Capture Scripting	1	Each	\$2,600.00	\$2,600.00	n/a	n/a
5	Services to migrate attachments into ECM	1	Each	\$4,800.00	\$4,800.00	n/a	n/a
6	Remote CMx User Training	3	Session	\$400.00	\$1,200.00	n/a	n/a
7	Remote CMx Admin Training	1	Session	\$400.00	\$400.00	n/a	n/a
8	Remote CMx Web Search Training	2	Session	\$200.00	\$400.00	n/a	n/a
9	Remote WfX Admin Training	1	Session	\$200.00	\$200.00	n/a	n/a
10	Remote WfX User Training	3	Session	\$200.00	\$600.00	n/a	n/a
11	Project management	1	Each	\$2,400.00	\$2,400.00	n/a	n/a
	Totals for Professional Services				\$25,000.00	\$0.00	\$0.00
					Year 1	Year 2	Year 3
					\$82,096.00	\$10,810.80	\$11,351.34

Schedule "D"
Fee Structure and Payment Schedule

COST TABLE A: CMX SOFTWARE							
No.	Item Description	Qty	Units	Unit Cost	Year 1	Year 2	Year 3
Licenses							
1	Content Management Solution (CMx)	1	Each	\$6,000.00	\$6,000.00	n/a	n/a
2	CMx Client Concurrent User Licenses	50	Each	\$350.00	\$17,500.00	n/a	n/a
3	Web Portal - unlimited Users	1	Each	\$5,000.00	\$5,000.00	n/a	n/a
4	Innoprise Questys ECM Connector	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
5	Workflow Server License (WfX)	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
6	Capture Server License	1	Each	\$10,000.00	\$10,000.00	n/a	n/a
7	Harris Customer Discount + 20%	1	Each	(\$11,700.00)	(\$11,700.00)	n/a	n/a
	Sub-Total				\$46,800.00	\$0.00	\$0.00
Maintenance & Support							
8	Gold Level				\$10,296.00	\$10,810.80	\$11,351.34
	Totals for Licenses, Maintenance & Support				\$57,096.00	\$10,810.80	\$11,351.34

COSTS TABLE B: PROFESSIONAL SERVICES							
No.	Item Description	Qty	Units	Unit Cost	Year 1	Year 2	Year 3
1	Install Questys CMx Application software & Web Portal	1	Each	\$1,000.00	\$1,000.00	n/a	n/a
2	Innoprise Connector configuration	1	Each	\$9,000.00	\$9,000.00	n/a	n/a
3	Workflow Template, Design & Consult	1	Each	\$2,400.00	\$2,400.00	n/a	n/a
4	Capture Scripting	1	Each	\$2,600.00	\$2,600.00	n/a	n/a
5	Services to migrate attachments into ECM	1	Each	\$4,800.00	\$4,800.00	n/a	n/a
6	Remote CMx User Training	3	Session	\$400.00	\$1,200.00	n/a	n/a
7	Remote CMx Admin Training	1	Session	\$400.00	\$400.00	n/a	n/a
8	Remote CMx Web Search Training	2	Session	\$200.00	\$400.00	n/a	n/a
9	Remote WfX Admin Training	1	Session	\$200.00	\$200.00	n/a	n/a
10	Remote WfX User Training	3	Session	\$200.00	\$600.00	n/a	n/a
11	Project management	1	Each	\$2,400.00	\$2,400.00	n/a	n/a
	Totals for Professional Services				\$25,000.00	\$0.00	\$0.00

Year 1	Year 2	Year 3
\$82,096.00	\$10,810.80	\$11,351.34

Additional proposed Add on Services

3 days of onsite end user training. \$4,800.00

Total services comes to \$29,800

A. Services (Software Implementation)

The Service fees shall be paid in the following manner as delineated below:

Due Upon Contract signing.....	\$5,960.00
Installation complete.....	\$7,946.66
Training complete.....	\$7,946.66
Go Live.....	\$7,946.68

B. Software License Fees

Software Licenses Fees due upon Contract signing.....\$46,800.00

C. Third Party Software Fees (N/A)

D. Support and Maintenance Services- Maintenance increases 5% every year.

Year 1 Support and Maintenance Fees due upon signing: ...\$10,296.00

Year 2 Support and Maintenance Fees.....\$10,810.80

Year 3 Support and Maintenance Fees.....\$11,351.34

SCHEDULE "E"
DEFINITIONS

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

- (a) **"Agreement"** and similar expressions mean the Software Implementation, Licensing and Support and Maintenance Agreement, including all of its Schedules, Exhibits and all instruments supplementing, amending or confirming this Agreement. All references to **"Articles"** or **"Sections"** mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.
- (b) **"Change Order"** means any written documentation between the Organization and Harris evidencing their agreement to change particular aspects of this Agreement.
- (a) **"Completion of Services"** means that the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.
- (b) **"Concurrent User License"** means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Exhibit 1 of Schedule "B" of the Agreement.
- (c) **"Confidential Information"** means, with respect to a party to this Agreement, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, such as the Software, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information.
- (d) **"Designated Computer System"** shall mean the Organization's platform and operating system environment which is operating the Software.
- (e) **"Documentation"** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regardless of the media on which it is provided in relation to Software.
- (f) **"End User"** means a customer of Organization to whom Organization will provide access to the interface portion of the Software.

- (g) **“License”** means the license granted to the Organization pursuant Schedule “B” and includes both a Concurrent User License and a Site License.
- (h) **“Release”** means an Update and an Upgrade.
- (i) **“Required Programs” and “Required Hardware”** have the meaning set out in Section 5.3 of the Agreement.
- (j) **“Scope of Work”** means the scope of work in Schedule “A” of the Agreement delineating, among other things, the Services that will be provided by Harris to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties’ respective representatives from time to time in accordance with the terms of this Agreement.
- (k) **“Services”** has the meaning set out in the Scope of Work
- (l) **“Site License”** means a license that restricts the Software such that it can reside in one production environment and unlimited non production environments.
- (m) **“Software”** means the software products that are listed in Exhibit 1 of Schedule “B” of the Agreement, and to which the License applies. Despite the foregoing, Third Party Software is not included in the definition of Software except where this Agreement explicitly states otherwise.
- (n) **“Update”** means a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes.
- (o) **“Upgrade”** means a major overhaul of the Software which is a complete new version of the Software.
- (p) **“User”** means any employee of Organization or any of Organization’s agents who are authorized by Harris pursuant to the terms of this Agreement to have access to the Software.