



SYSTEM SUPPORT AGREEMENT-PREMIUM

Terms and Conditions

WHEREAS, Williamson County, TX (hereinafter, "CUSTOMER" and detailed in Exhibit 1) has purchased an **INFAX SYSTEM**, consisting of hardware and software; and WHEREAS, CUSTOMER desires INFAX INCORPORATED (hereinafter, "INFAX"), to provide system support (hereinafter, "SSA"); NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, the parties do hereby agree as follows:

1. SCOPE: INFAX will provide telephone and electronic assistance to help diagnose software and hardware problems with the system components covered by this SSA. Covered equipment includes INFAX provided equipment in service as of the date of this agreement. CUSTOMER will provide technical description of problem by telephone or electronic mail. CUSTOMER will designate two (2) authorized contact persons whose names are listed in Exhibit 1. CUSTOMER shall have the right to change the authorized customer spokespersons upon written notice to INFAX. If INFAX is unable to resolve problem within a reasonable time period, a site visit by INFAX representatives will be arranged.

2. HARDWARE REPAIRS, REPLACEMENT AND SHIPPING: INFAX is not responsible for the cost of repairs, replacement or shipping of equipment. If required, INFAX will provide a cost estimate for each repair or replacement.

3. CUSTOMER RESPONSIBILITIES: To receive support, CUSTOMER is responsible for complying with the following:

- a. Confirm that the matter is not the result of damage caused by third parties. CUSTOMER understands that we are not responsible for damage caused by power failures, cut network or power cables and other such third party influence.
- b. Data is backed up before beginning repairs. CUSTOMER understands that we are not responsible for any loss of software or data.
- c. Maintaining updated virus definitions and operating system security patches. CUSTOMER understands that we are not responsible for damage caused by viruses, hacking and other such third party influence. If required, INFAX will provide a cost estimate to repair damage caused by such events.
- d. System must be accessible to our technician. CUSTOMER is responsible for maintaining internet or dial-up access to system.

4. FEE: The annual fee for this SSA Agreement is \$12,000. Additional system components purchased by the CUSTOMER following the effective date of this agreement may be added to this agreement by written amendment. The fee will be adjusted to include the additional system components based on the suggested list price of the system components in effect at the time the system components are added to this agreement. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. Such fees shall be paid annually in advance. All current fees must be paid in order for services to be rendered under this agreement.

5. LENGTH OF AGREEMENT: This agreement is for the period 10-1-20 - 9-30-21; upon expiration of its initial term, INFAX at its option, may renew this agreement on a ninety day to ninety day basis at the prices, terms, and conditions then in effect.

6. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT:

Should any invoice under this agreement be unpaid for more than 15 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any quarterly period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any annual invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the quarterly fee for the agreement in effect at the time of renewal plus a reinstatement fee equal to the difference between the price of the hardware at the time of the CUSTOMER's original agreement and that prevailing at the time of renewal. If CUSTOMER does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, INFAX, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, INFAX may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or authorized agents of INFAX. FURTHERMORE IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES SUBJECT TO THIS AGREEMENT THAT AFTER CANCELLATION, DEFAULT, OR BREACH OF ANY OF THE CONDITIONS UNDER ANY OF THE TERMS OF THIS AGREEMENT, REINSTATEMENT OF THIS AGREEMENT MUST BE APPROVED BY INFAX.

7. INVOICING: The annual fee due hereunder shall be invoiced in advance with the payment due under this agreement prior to the rendering of any services hereunder.

8. CONTINGENCIES: INFAX shall not be responsible for failure to render service due to causes beyond its control, including but not limited to, work stoppages, fires, civil disorders, riots, rebellions, acts of God, and similar occurrences.

9. NO WAIVER OF SOVEREIGN IMMUNITY OR POWERS: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

10. TERMINATION FOR CONVENIENCE: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

11. TEXAS PROMPT PAYMENT ACT COMPLIANCE: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code

Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

12. MEDIATION: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

13. RIGHT TO AUDIT: INFAX agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of INFAX which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. INFAX agrees that licensee shall have access during normal working hours to all necessary INFAX facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give INFAX reasonable advance notice of intended audits.

14. GENERAL:

A. **TAXES:** CUSTOMER agrees to pay all taxes, including state and local sales or excise taxes, however designated, levied or based on the service charges pursuant to this agreement. Williamson County is tax exempt.

B. **EQUIPMENT OPERATORS:** CUSTOMER shall provide trained equipment operators.

C. **AVAILABILITY OF SERVICE:** The services covered by this agreement are available only at locations within the United States and its possessions.

D. **NOTICES:** All notices provided for under this agreement shall be as follows: to CUSTOMER, at the billing address as shown in Exhibit 1; to INFAX at Corporate Office.

E. **ASSIGNMENT:** Customer cannot assign this agreement without the express written consent of INFAX.

F. **HEADINGS:** The headings and titles of this agreement are inserted only for convenience and shall not affect the interpretation or construction of any of the provisions of this agreement.

G. **GOVERNING LAW:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

H. **EFFECTIVE DATE:** This agreement shall be effective upon written acceptance by INFAX at its corporate headquarters.

15. DISCLAIMER: Other than the obligations of INFAX expressly set forth herein, INFAX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. INFAX SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OR USE OF THE SYSTEM OR ACCESSORIES ATTACHED THERETO.

16. CHANGE OF LOCATION: In the event that CUSTOMER shall move the SYSTEM, CUSTOMER must notify INFAX and INFAX must approve the new installation site in order for this agreement to remain in full force and effect.



5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

17. ENTIRE AGREEMENT: This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully executed copy to CUSTOMER. This agreement is for INFAX supplied software only. Hardware is not included in this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.

INFAX, INCORPORATED

CUSTOMER

Signature: 

Signature: _____

Name: Daniel L. McWilliams

Name: _____

Title: CFO

Title: _____

Date: August 13, 2020

Date: _____



5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

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SYSTEM SUPPORT AGREEMENT

Exhibit 1, Customer Information

Customer Name Williamson County, TX

Service Address Williamson County Courtsight locations

City Georgetown State TX Zip 78626

Billing Address 710 Main Street, Suite 101

City Georgetown State TX Zip 78626

Customer Contact Person Alison Gleason Phone 512-943-1680

Customer Contact Person _____ Phone _____

Period Covered by this Agreement: 10-1-20 - 9-30-21



SYSTEM SUPPORT AGREEMENT

Exhibit 2, Additional services

Additional services to be provided under this agreement are as follows:

- 1. Page Layout Updates/Customization:** INFAX will provide revisions as needed.
- 2. Server Maintenance:** INFAX will remotely access the Infax System server periodically to check for errors or required updates and fix or apply as required. Quarterly report will be prepared and sent to Customer designated representative.