

F001232

SUPPORT AND MAINTENANCE AGREEMENT

THIS AGREEMENT made as of the 21 day of July, 2010

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris")

- and -

CITY OF SANTA ROSA
("Organization")

RECITALS

- A. Harris owns the Software which has been licensed to Organization pursuant to a Software License Agreement.
- B. Organization wishes to receive support and maintenance services related to the Software.
- C. Harris is willing to provide the support and maintenance services related to the Software.
- D. Organization and Harris are entering into four (4) separate agreements with each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement, a Software Implementation Services Agreement, and a Hosting Service Provider Agreement.

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

- 1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the "License Agreement").
- 2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and Organization.
- 3. Harris shall provide software support primarily via telephone and electronic mail in addition to site visits when deemed necessary by both parties. The support services will be provided only during the hours of operation as described in Exhibit 2 hereto in effect as of the Start Date (as defined below). To enable Harris to provide effective support, Organization will establish auto remote access procedures compatible with Harris's then current practices which may be revised over time.

4. This Support and Maintenance Agreement becomes effective the date the Software is installed (the "Start Date").
5. In consideration for the support services specified in Exhibit 2, Organization shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 hereto. 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. During the initial term of this Support and Maintenance Agreement, Harris shall issue a prorated invoice for the remaining period of Organization's fiscal year upon request by Organization. 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.
6. 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 Support and Maintenance Agreement which include as of the Start Date:
 - (a) courier services, photocopying, and reproduction services,
 - (b) all reasonable direct travel expenses for travel approved by Organization in advance, including, but not limited to hotel, coach airfare, car rental, tolls, and parking. Each individual's travel time billing rate of \$75.00/hour; a per diem rate of \$70.00 for week days and a \$125.00 for weekends and statutory holidays that includes all meals and telecommunications expenses (no receipts will be provided); a mileage charge based on the current Internal Revenue Service recommended rate per mile (for private vehicles only; not applicable to rental cars).
7. Harris shall supply all Upgrades to Organization at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris as described in Exhibit 2 including additional training not covered by the Software Implementation Services Agreement and professional services for the installation and implementation of the Upgrade that will be subject to the Harris's then-prevailing policies and Billable Fees related to pricing and hourly rates.
8. All Updates of the Software and all those services listed in Exhibit 2 which are included as part of Organization's Software support will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee.
9. All payments hereunder shall be in U.S. dollars. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.
10. The initial term of this Support and Maintenance Agreement shall be for one year beginning on the Start Date or as the initial term has been modified pursuant to Section 5. Thereafter, this Support and Maintenance Agreement shall automatically renew on an annual basis, unless terminated by either party upon giving to the other not less than 90 days' notice in writing prior to the end of the initial term or any subsequent anniversary of

such date. Organization shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement and where the notice of non-renewal has not been provided in accordance with these terms, Organization is obliged to pay the Support and Maintenance Fee for the then applicable term. The termination of this Support and Maintenance Agreement by Organization shall not affect the License or the Software License Agreement. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. Organization acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement, including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.

11. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.
12. Harris shall have the right to terminate this Support and Maintenance Agreement immediately upon notice to Organization if Organization has not paid any undisputed portion of an invoice within ninety (90) days of the start of a renewal term or Organization attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the License Agreement.
13. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.
14. A term or condition of this Support and Maintenance 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 Support and Maintenance Agreement or by law despite such forbearance or notice.
15. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by Organization.
16. The particular provisions of this Support and Maintenance Agreement 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.
17.
 - (a) Termination of this Agreement shall not prejudice any rights or claims either party may have for damages or other remedies available at law or under equity.
 - (b) Organization and Harris recognize that circumstances may arise entitling Organization to damages for breach or other fault on the part of Harris related to this Support and Maintenance Agreement. The parties agree that in all such

circumstances Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

- (c) EXCEPT FOR DAMAGES ARISING OUT OF OR RELATED TO (i) HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (ii) HARRIS'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 17(e), THE AGGREGATE LIABILITY OF HARRIS TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO HARRIS UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12 MONTHS) OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.
- (d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL OR INDIRECT DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, OR LOSS OF BUSINESS OPPORTUNITY, EITHER UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE 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 AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- (e) In the event there is a third party claim against Organization alleging that Organization's use of the Software, Third Party Software, or a Release constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property right, 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, Third Party Software, or Release in any manner whatsoever except with the prior written consent of Harris. Any breach by Organization of its covenants under this Subsection (e) 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 Organization's use of the Software, Third Party Software, or Release is finally held to be infringing or Harris deems that it may be held to be infringing, Organization agrees that Harris may elect to: (1) procure for Organization the right to continue use of the Software, Third Party Software or Release; or (2) modify or replace the Software, Third Party Software, or Release so that it becomes non-infringing.

1. The foregoing states Harris's entire liability, and 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, Third Party Software, or Release, or any part thereof or use thereof.
 2. 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.
 3. The indemnity obligations of this subsection (e) shall also apply to all Third Party Software providers. For all Third Party Software, Harris shall have the right to substitute the licensor of the Third Party Software to perform Harris's obligations hereunder to the extent that the licensor of the Third Party Software has contracted with Harris to indemnify Harris for similar issues in relation to the Third Party Software and/or as Harris may be required to do pursuant to the terms of its license.
 4. The indemnity provisions of this subsection (e) shall not apply to any other software.
17. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
18. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of Organization for liabilities of the Harris arising out of or in connection with this Support and

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

19. The Organization may, at Organization's option, enter into an escrow arrangement with Harris. Upon Organization's request:
 - (a) Organization shall be presented with the standard escrow beneficiary enrollment document for participation in Harris's source code escrow arrangement with an escrow agent (the "Escrow Arrangement").
 - (b) By entering into this Escrow Arrangement, Organization shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".
20. This Support and Maintenance Agreement shall be governed by the laws of the State in which Organization is located. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.
21. This Support and Maintenance Agreement may not be assigned by either party unless, concurrently with any such assignment, the other party assigns its rights under, and complies with the provisions of the License Agreement.
22. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and ensure to the benefit of the successors and permitted assigns of the parties.
23. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
24. Harris shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq.
25. Organization requires that all City of Santa Rosa telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Harris shall provide all Software, Third Party Software, Releases, electronic, telecommunication, and all other information technology products and services to be provided under this Support and Maintenance Agreement in conformance with title 28,

Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at: <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards>.

26. Harris agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.
27. Harris hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the Province of Ontario, Canada, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Support and Maintenance Agreement. Harris hereby further represents and warrants that this Support and Maintenance Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid Support and Maintenance Agreement binding on Harris in accordance with the terms hereof.
28. If this Support and Maintenance Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.
29. This Support and Maintenance Agreement may be executed in counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

(SIGNATURES ON THE NEXT PAGE)

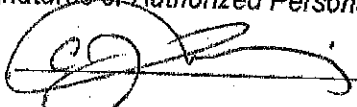
Executed as of the day and year first above stated.

CONTRACTOR:

Name of Firm:
N. Harris Computer Corporation

TYPE OF BUSINESS ENTITY (check one):
☐ Individual/Sole Proprietor
☐ Partnership
☒ Corporation
☐ Limited Liability Company
☐ Other (please specify: _____)

Signatures of Authorized Persons:

By: 

Print Name: Chris J Lewis

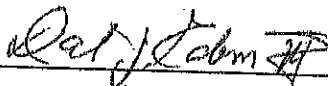
Title: Executive Vice President

By: 

Print Name: Peter Fanous

Title: Executive Vice President

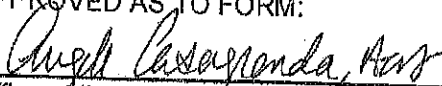
CITY OF SANTA ROSA
a Municipal Corporation

By: 

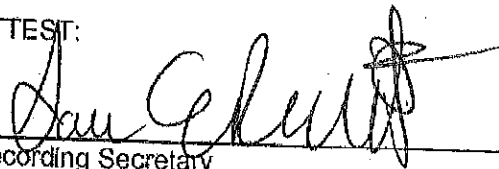
Print Name: Daniel J. Galan

Title: BPU Chair

APPROVED AS TO FORM:


Office of the City Attorney

ATTEST:


Recording Secretary

City of Santa Rosa Business Tax Cert. No.

68-0370826

Attachments:

Schedule "A"

Escrow Terms

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

- (a) Harris and Lincoln-Parry SoftEscrow (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 Support and Maintenance Agreement. 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 Organization has completed the Escrow Arrangement document. Harris agrees that if an "Event of Default" occurs, then 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 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 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 Support and Maintenance Agreement to a third party without the consent of Organization or where such third party has not assumed all of the obligations of Harris set forth in this Support and Maintenance 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 Organization.
- (e) The termination of the Support and Maintenance Agreement shall immediately end Organization's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable. Nothing in this subsection (e) shall be construed to

negate Organization's right to obtain one copy of the most current version of the Source Code for the affected Software and associated Documentation in an Event of Default.

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

Exhibit 1
Annual Support and Maintenance Fee

Year 1 Support and Maintenance Fees: \$52,245

Exhibit 2



HARRIS
UTILITIES

| **SMARTWORKS**

Software Support Agreement Standard Guidelines Harris Utilities, SmartWorks Products

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

Harris reserves the right to make modifications to this document as required.

Last Updated: December 9, 2015

• Standard Support and Maintenance Services – Standard Guidelines

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

- Support for the SmartWorks products as implemented by our Professional Services group includes:
 - The SmartWorks products and all default functionality
 - The SmartWorks product side of the interfaces with other third party systems, as implemented by our Professional Services Consultants
 - Customized rules developed by Professional Services staff. Rules developed or modified by the Organization are not supported through the standard Support and Maintenance agreement.
 - The integrity of the data within the SmartWorks products, to the extent that the SmartWorks product has manipulated it. The SmartWorks products are not responsible for the completeness or accuracy of the data originating in third party systems (e.g. AML, CIS, etc.)
 - Advice on VEE parameter settings and processes, however the VEE settings themselves are the responsibility of the Organization
- We will create and install software updates (release notes will be available upon request) that may include:
 - Defect corrections (as warranted)
 - Planned enhancements
 - State (Provincial) and/or Federal mandated changes (charges may exist depending on scope)
 - From time to time, we will provide software upgrades (note that there may be charges in implementation depending on the scope of services)
- We will troubleshoot customer issues and provide recommendations for resolution
- We will provide remote training on subjects of limited scope. As a rule of thumb, a subject of limited scope can be addressed in about 15 minutes over the phone. If a customer makes numerous training requests in a short period of time, we may deem the training requests to be of a broad nature.
- HealthWatch - Online Diagnostics
 - HealthWatch rules will collect data and alert Support Services when specific thresholds have been met (e.g. disk space limit reached, no interval data for two days, etc.)
 - We will proactively monitor your solution to identify small issues before they become big problems using our HealthWatch tool. Depending on the nature of the issue, we may either alert you or attempt to address the issue ourselves.
- Customer Care Program. On a periodic basis, we will share useful information regarding the use of your SmartWorks products and our services through one or more of the following methods:
 - Support Bulletins
 - Communication on new products and services
 - On-site visits (as required)
 - Webinars
 - Surveys
- Design review (with limited scope of 30 minutes, delivered remotely) for potential enhancements or custom modifications
- If requested, provide an Outstanding Calls Report with conference call

- Ability to attend the annual customer conference (attendance fees apply)
- Opportunity to participate in BETA programs at our discretion
- We shall provide an online ticketing system with the following features:
 - Ability to log and close calls
 - Ability to view and update calls
 - Ability to update contact information
 - Access to published documentation
 - Access to support knowledge base
 - Ability to participate in discussion forums
 - Ability to report on metrics
- 800 Toll Free Telephone Support

• Organization Responsibilities

In order to effectively provide our support services, the customer Organization is responsible for the following items:

- Organization shall notify Consultant of suspected defects in any of the Software supplied by Consultant. Organization shall provide, upon Consultant request, additional data deemed necessary or desirable by Consultant to reproduce the environment in which such defect occurred.
- Organization shall allow the use of online diagnostics on the Software supplied by Consultant to Organization. Organization shall provide to Consultant, at Organization's expense, access to the Designated Computer System via the Organization's communications software.
- 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 Consultant manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Consultant and Organization, Organization agrees that such personnel will be trained by Consultant or Organization within fifteen (15) days of determination. If Organization desires Consultant to perform the required training then Consultant shall be compensated in accordance with this Agreement.
- 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 Consultant 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.
- Organization shall have the sole responsibility for:
 - The performance of any tests it deems necessary prior to the use of the Software.
 - Assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.
 - Implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
 - Timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Consultant Software.
- Organization is responsible for the data quality, completeness, and availability from 3rd party applications on which SmartWorks product relies
- Organization shall be responsible for rules created and/or edited by Organization staff

- Organization shall be solely responsible for all VEE parameters settings, the regular monitoring of validation failures, and the rectification of any validation failures

• Solution Updates

Harris will make updates available from time to time. When an update is available, Harris will make an announcement to its customers.

Customers are expected to make commercially reasonable efforts to keep current on the latest version of the Harris Software.

Once a new version is available, you shall have 6 months to update your software. After that time, Harris will charge you at the standard services rate for any support related activities performed by Harris in addition to the support fees you are already paying.

Further, Harris will not provide any support services for customers on a version that is more than one (1) version older than the current version.

• Billable Support Services

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

- Provision of remote or on-site training on subjects of broad scope
- New Interfaces to non-SmartWorks applications
- Creation of test instances
- Custom modifications (e.g. rules, reports, new data, etc.)
- Data conversions and global modification to setup table data
- Database maintenance, repairs and optimization, refreshes, backups, restores
- Extended Hardware and Operating System support
- Upgrades and support of third party software (e.g. database software, OS, web server, etc.)
- Installations and/or re-installations of software solution
- Support for rules developed by, or modified by, the Organization
- Cleansing or re-processing of data originating from a third party system (e.g. AML, CIS, etc.)
- New interfaces or connections to third party applications

• Test Databases and Environments

We support customers in the maintenance of Independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

- Operations

- Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Support hours may vary by specific product line. Weekend assistance is available, but must be scheduled in advance, and in most cases is billable.

- Holiday Schedule

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

New Year's Eve	Early Closure (noon EST)
New Year's Day	Closed
President's Day (USA) /Family Day (Canada)	Closed
Victoria Day (Canada)	Closed
Labor Day	Closed
Canada Day	Closed
Thanksgiving Day (Canada)	Closed
Christmas Eve	Early Closure (noon EST)
Christmas Day	Closed
Boxing Day (Canada)	Closed

- Call Process

All issues or questions reported to support are tracked via an eSupport call. Our support analysts cannot provide assistance unless a support call is logged. The use of an eSupport allows us to track the resolution of your issues. As well, it helps us measure our activities so we can properly forecast our staffing requirements. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call id to track your issue and your call will be logged into our support tracking database.

- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your call investigates your issue, you will be notified of status updates, actions and resolution plan via the support call system. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, you may log onto our website to see the status of your call.
- Once your issue has been resolved, the call will be set to "confirm resolution" status. You will then have time to evaluate the resolution and provide feedback. Once you are satisfied that the issue has been addressed, you will then close the call. We will do our best to provide you with adequate time to evaluate the resolution. However, we will then close a ticket if we do not receive any feedback for an extended period of time. You will always be notified of a pending or actual call closure. You will have the option of re-opening the ticket if needed.
- Once your call has been closed, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be forwarded to our development team. Your support call will remain open until our development team provides a response. If a development item opens, you will be provided with a development tracking number upon request. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.
- You may contact the support department at your convenience for a status update on your development issues, or log onto our website to view your issues online.

• Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, Harris has identified three call priorities: 1(high/critical), 2(medium), and 3(low). The criteria used to establish a call priority are as follows:

Priority Level	Description
1	• System Down (Software Application, Hardware, Operating System, Database) • Program errors without workarounds • Incorrect calculation errors impacting one-third of records • Error messages preventing data integration and update • Performance issues of severe nature impacting critical processes

	Security Issues <i>Note: In most cases issues affecting a test environment only will not be considered P1</i>
2	- System errors that have workarounds - Calculation errors impacting less than one-third of records - Reports calculation issues - Performance issues not impacting critical processes - Usability Issues - Workstation connectivity Issues (Workstation specific)
3	- Training questions, how to, or implementation of new processes - Aesthetic issues - Issues where a workaround is available for a large majority of cases - Recommendations for enhancements on system changes - Questions on documentation

• Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however, calls will be escalated based on the urgency of the issue reported. If a support call is logged during standard operating hours, our response times are as follows:

Priority	Initial Response Time	R&D Response Time from Escalation	Update Frequency
1	Within 4 hours	Same day	Every 2 business days
2	Within 8 hours	Within one week	Every 5 business days
3	Within 24 hours	Within 3 weeks	Every 10 business days

*During Business Hours

Example:

- P1 Support Call received Monday January 2 at 10 am >> Support Analyst responds Monday January 2 by noon >> Support Analyst sends update Monday January 2.

- P1 Support Call received Monday January 2 at 9 PM >> Support Analyst responds Tuesday January 3 by noon >> Support Analyst sends update Tuesday January 3.

• Escalation Process

We strive to provide a satisfying and positive support experience. However, if at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate within Support Services, as follows:

Level 1: Team Manager

Level 2: Director, Operations

Level 3: Executive Vice President, SmartWorks

ATTACHMENT ONE
INSURANCE REQUIREMENTS

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-;VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 2 million per occurrence \$ 4 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim	Consultant shall provide on a policy form

\$ 2 million
aggregate

appropriate to profession. If on a claims
made

basis, Insurance must show coverage date
prior to start of work and it must be
maintained

for three years after completion of work.

4. Workers'
compensation and
employer's liability

\$ 1 million

As required by the State of California, with
Statutory Limits and Employer's Liability
Insurance with limit of no less than \$ 1 million

per accident for bodily injury or disease. The
Workers' Compensation policy shall be
endorsed with a waiver of subrogation in favor
of the City for all work performed by the
Consultant, its employees, agents and

subcontractors.

5. Cyber Liability

\$1 million per
occurrence

Covering claims involving privacy violations,
information theft, damage to or destruction of
electronic information, intentional and/or
unintentional release of private information,
alteration of electronic information, extortion
and network security. Such coverage is
required if any products and/or services related
to information technology (including hardware
and/or software) are provided to City and for
claims involving any professional services for
which Consultant is engaged with City for
such length of time as necessary to cover any
and all claims.

B. Endorsements:

1. The Commercial General Liability policy shall provide or be endorsed to provide that coverage shall not be canceled, except after thirty (30) days prior written notice

has been provided to the City.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.