

PCI STANDARD  
MAINTENANCE &  
SUPPORT AGREEMENT

*Jurisdiction*

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## Terms

Terms used in this Agreement will have the meanings given below:

- A) "Documentation" means the documentation provided by PCI for the Software pursuant to the License Agreement.
- B) "Enhancements" means changes or additions to the Software which PCI develops and makes available at no additional charge to all licensees of the Software who are under then-current maintenance agreements.
- C) "Software incident" means a material deviation of the Software from the specifications for the Software to be agreed as part of the Gap Analysis.
- D) "License Agreement" means the license agreements specified in the Main Contract pursuant to which PCI licensed the Software to the Jurisdiction.
- E) "Maintenance and Support Period" means the initial term of this Agreement or any subsequent renewal period. The initial term and each renewal period is a separate Maintenance Period. The initial Maintenance Period is specified in the Main Contract. Each renewal Maintenance Period, if any, will be a period of twelve (12) months.
- F) "Software" means the software specified in the Main Contract.

## System Service Level Agreement (System SLA)

The myRevenueSystem shall be fully operational and available for use by the Jurisdiction users ninety-nine and nine-tenths (99.9%) of the time. The following identifies the myRevenueSystem response time standards that will be maintained.

- A) Add and Update Performance Criteria  
The system shall perform in a three (3) second or less response time, on add or update of a single data record, ninety five percent (95%) of the time or better.
- B) Search Performance Criteria  
The System shall perform within five (5) seconds or less response time, on unique key search items such as account number or real estate PIN, ninety-five percent (95%) of the time or better. The Citizen and Business Tax portal (hereinafter referred to as "portal") will be available 24 hours a day 7 days a week. The portal will be returned into production operation within 24 hours of the portal becoming inoperable or unavailable as a result of either a partial or complete failure in the hosting facility(s). Failure to return the portal into production operation within 24 hours, PCI agrees to pay liquidated damages at a rate of two (2) times the annual maintenance cost for disaster recovery for each occurrence. Additionally, PCI shall test the disaster recovery plan once per year. If the disaster recovery test fails, PCI must take corrective measures to ensure successful retest within ten (10) days of failure. All testing shall be at no cost to the Jurisdiction.

(NOTE: Due to the number of customizations required for the Jurisdiction, PCI can only commit at this time to maintaining the above stated response time standards for web page data loading based on dynamically loading only the outstanding balances. Once the full detail design has been agreed, PCI and the Jurisdiction will review the response time standards for the Citizen and Business Tax portal to ensure reasonable and acceptable response time standards are defined.)

## Maintenance and Support

- A) PCI Standard Maintenance and Support Services provide the Jurisdiction with new functional or technical enhancements to the then current installed version of the myRevenueSystem and the then current installed myRevenueSystem modules. Additional services include, but are not limited to training, installation, development, travel and associated costs, application changes that cannot be achieved through configuration alone (i.e. changes to application scope and functionality), purchase of additional modules, professional services, including but not limited to training, project management and consultation, hardware, and third party products and any associated services.
  
- B) PCI Standard Maintenance and Support Services provide the Jurisdiction with access to the PCI help desk as outlined in the following points:
  - a. The PCI support services are provided as a remote service to the Jurisdiction from our PCI offices.
  - b. The PCI help desk is available Monday through Friday, excluding PCI observed holidays, from 7:30 am EST to 7:00 pm EST, with ongoing support via cell phone until 8:00 pm EST.
  - c. The PCI support services can be accessed using any of the following methods of communication:
    - i. Toll-free telephone support at 866.328.8584.
    - ii. Email support at support @pciusa.com
    - iii. Customer support web access at <http://support.pciusa.com> using login credentials provided by PCI to the Jurisdiction.
  
- C) PCI Standard Maintenance and Support Services provided the Jurisdiction with:
  - a. Software incident corrections to the Software.
  - b. Software releases are provided periodically to address technical and functional compatibility with system software and changes to business practices. Documentation updates are provided as part of each release. Additional Software incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.
  - c. Enhancements to the then current installed version of the myRevenueSystem and the then current installed myRevenueSystem optional modules may be provided in new releases of the myRevenueSystem solution and the myRevenueSystem optional modules.

All issues and software incidents will be prioritized according to the following schedule:

Severity	
4 – Minor	<ul style="list-style-type: none"> <li>• Defined as a very minor problem or question that does not affect the application’s function, e.g. the text of a message is worded poorly or misspelled.</li> <li>• Response time to acknowledge issue no more than 8 business hours after notice from the Jurisdiction.</li> <li>• Provide resolution within next two releases, includes major releases, minor releases and patches, of the software and not more than 120 business days after notice from the Jurisdiction, unless otherwise agreed in writing between PCI and the Jurisdiction.</li> </ul>
3 – Standard	<ul style="list-style-type: none"> <li>• Defined as minor problem that exists with the application but the majority of the functions are still usable and some circumvention may be required to provide service, e.g. an infrequently used subcommand gives an incorrect response.</li> <li>• Response time to acknowledge issue no more than 8 business hours after notice from the Jurisdiction.</li> <li>• Provide resolution within next release, includes major releases, minor releases and patches, of the software and not more than 60 business days after notice from the Jurisdiction, unless otherwise agreed in writing between PCI and the Jurisdiction.</li> </ul>
2 – Priority	<ul style="list-style-type: none"> <li>• Defined as an urgent software system component that has significant outages and/or failure precluding its successful operation, and possibly endangering the Jurisdiction’s environment.</li> <li>• The application may operate but is several restricted, e.g. a frequently used user exit gives an incorrect response.</li> <li>• Response time to acknowledge issue no more than 4 business hours after notice from the Jurisdiction.</li> <li>• Resolution without software fix required within 5 business days after notice from the Jurisdiction, unless otherwise agreed in writing between PCI and the Jurisdiction.</li> <li>• Resolution with software fix required within 15 business days after notice from the Jurisdiction unless otherwise agreed in writing between PCI and the Jurisdiction.</li> <li>• Provision of a non-software fix does not relieve PCI of obligation to provide a software fix.</li> </ul>
1 – Critical	<ul style="list-style-type: none"> <li>• Defined as a critical situation, when the Jurisdiction’s production system is down and the agency is unable to use the application.</li> <li>• Response time to acknowledge issue within 2 business hours after notice from the Jurisdiction.</li> <li>• Reproduce and document software defect to development within 4 business hours after notice from the Jurisdiction.</li> <li>• Resolution without software fix required within 1 business day after notice from the Jurisdiction, unless otherwise agreed in writing between PCI and the Jurisdiction.</li> </ul>

	<ul style="list-style-type: none"><li>• PCI solutions depend on 3<sup>rd</sup> party software applications, i.e. operating systems, database engines, integration points, etc. in order to function correctly. Therefore, should one of the 3<sup>rd</sup> party software components be part or all of the cause of the reported issue, the 5 business days turn around will no longer be in effect. In these situations, PCI will:<ul style="list-style-type: none"><li>○ Work closely with all 3<sup>rd</sup> party vendors to remedy the situation in a timely manner.</li><li>○ Work with the Jurisdiction to agree the steps necessary to remedy the situation when 3<sup>rd</sup> party vendors are involved.</li></ul></li><li>• Provision of a non-software fix does not relieve PCI of obligation to provide a software fix.</li></ul>
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- D) The PCI help desk will investigate and correct suspect issues and software incidents at the PCI offices. During the course of investigating and correcting the suspected issues or software incidents, the PCI help desk will use the following escalation procedures with all issues and software incidents:
- a. Any incident that cannot be resolved within 8 PCI help desk business hours from the date and time of initial receipt of the incident will be escalated to the second line support team. PCI help desk business hours are defined in section 3.B.
  - b. Any incident that cannot be resolved by the second line support team within 16 PCI help desk business hours from the date and time of receiving the issue or software incident from the first line support team will be escalated to the PCI development team.
  - c. Any incident that cannot be resolved by the development team within 8 PCI help desk business hours from the date and time of receiving the issue or software incident from the second line support team will be escalated to PCI's senior management for analysis and determination of resolution.
  - d. If within 48 PCI help desk business hours of mutually determining between PCI and the Jurisdiction that all available remote support methods are unable to assist in resolving the issue or software incident, PCI, at the Jurisdiction's request, will send a support technician onsite to assist in resolving the reported issue or software incident. All costs, excluding reasonable travel and other out-of-pocket expenses, for the support technician are included in the annual software and support agreement cost. All reasonable travel and out-of-pocket expenses will be billed directly to the Jurisdiction.
- E) The Jurisdiction will be charged on an hourly rate at PCI's then-current hourly rates for any issue or software incident that is attributable to a cause other than the Software as delivered by PCI.
- F) If the Software module containing the issue or software incident has been modified by non-PCI personnel, the Jurisdiction will be charged on a time-and-materials basis at PCI's then-current hourly rates for analyzing and fixing the software incident in the Jurisdiction's version, and for any Installation assistance the Jurisdiction requires.
- G) The maintenance and support period will automatically renew at the expiration of the previous maintenance and support period. PCI will issue the annual maintenance and support renewal

invoice at least thirty (30) calendar days from the expiration of the then-current maintenance and support period.

- H) Annual maintenance and support is available to the Jurisdiction on if (i) the Jurisdiction has paid the maintenance and support fee for all prior Maintenance and Support periods; and (ii) the Jurisdiction incorporates in the Software all releases, corrections, and Enhancements to the Software that PCI has made available to the Jurisdiction, no less than two minor software releases prior to current release.
- I) All Enhancements and corrections to the Software and Documentation provided by PCI pursuant to this Agreement will become a part of the Software and Documentation for the purposes of the License Agreement at the time they are provided to the Jurisdiction and are hereby licensed to the Jurisdiction as part of the Software and Documentation pursuant to all of the terms and conditions of the License Agreement.

## Payment Terms

- A) The Jurisdiction will pay the maintenance fees for the initial Maintenance and Support Period. PCI will provide the Jurisdiction with an invoice for the maintenance and support fees for each subsequent Maintenance and Support Period at least thirty (30) calendar days prior to the expiration of the then-current Maintenance and Support Period. PCI will not be obligated to provide maintenance and support services in any maintenance and Support Period (including the initial maintenance and Support Period) unless the maintenance and support fees for the Maintenance and Support Period have been paid in full.
- B) All fees and expenses are to be paid to PCI in United States Dollars, by wire transfer of funds to an account designated by PCI or by check sent to PCI at 5402 Beaumont Center Boulevard, Suite 102, Tampa, FL 33634. PCI's invoices are due and payable in full within thirty (30) calendar days from the date the Jurisdiction receives a proper invoice. If the Jurisdiction does not pay an invoice within thirty (30) calendar days after receipt, PCI may add an interest charge of one percent (1%) per month, if invoice is not in dispute, this interest will begin to accrue on the thirty-first (31<sup>st</sup>) day after the Jurisdiction's receipt of PCI's proper invoice and will accumulate on the outstanding balance on non-disputed invoices on a daily basis until paid in full.

## Limitation of Liability

- A) If the Jurisdiction should become entitled to claim damages from PCI (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), PCI will be liable only for the amount of the Jurisdiction's actual direct damages, not to exceed (in the aggregate for all claims) the amounts paid by the Jurisdiction to PCI for the Maintenance and Support Period with respect to which the claims arise. This limit also applies to PCI's licensors. It is the maximum liability for which PCI and its licensors are collectively responsible.
- B) In no event will PCI or any person or entity involved in the creation, manufacture or distribution of any Software, services or other materials provided under this Agreement be liable for: (1) any damages caused by the failure of the Jurisdiction or its affiliates or suppliers to perform their

responsibilities; (2) any claims or demands of third parties (other than those third party claims covered by Section 5.B.1); or (3) any lost profits, loss of business, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if PCI has been advised of the possibility of such damages.

- C) The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to in Section 5.B.1. The limitations of liability set forth in this Section will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. The parties agree that the foregoing limitations will not be deemed to limit any liability to an extent that would not be permitted under applicable law.
- D) The foregoing limitations apply to this Annual Maintenance and Support Agreement.

## Law and Disputes

Both PCI and the Jurisdiction agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to this Agreement is exported or re-exported directly or indirectly in violation of law.

## General

- A) The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.
- B) No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.



IN WITNESS WHEREOF, each party hereto has caused this Maintenance and Support Agreement to be executed on behalf of such party by an authorized representative as of the date set forth below.

PCI LLC

CITY OF CORPUS CHRISTI, TEXAS

By: Fay V. Perttunen

By: \_\_\_\_\_

Name: FAY V. PERTTUNEN

Name: \_\_\_\_\_

Title: Secretary / Treasurer

Title: \_\_\_\_\_

Date: 9 / 5 / 2019

Date: \_\_\_\_\_

Approved as to form: 9/5/19

Aimee Allen-Kent

Assistant City Attorney  
For City Attorney