



PremierPro Support and Maintenance Agreement

This PremierPro Support and Maintenance Agreement (this "Agreement") is entered effective as of the Service Date (as set forth in Exhibit A to this Agreement), by and between Selectron Technologies, Inc., an Oregon corporation and its successors and assigns (collectively, "Company") and the City of Corpus Christi, Texas, ("Customer").

Upon the terms and conditions of this Agreement and for the fees specified in this Agreement, Company will provide to Customer support and maintenance for the Products, as outlined below and set forth in Exhibit A to this Agreement, for the Term of the Agreement (defined below).

1. Initial Term:

The initial term of this Agreement shall commence upon Contract Execution Date (as that term is defined in Exhibit A), with respect to purchase of the Company product(s) to which this Agreement relates (the "Products"), and shall continue for a period of five years (the "Initial Term"). A list of the Products is attached as Exhibit A to this Agreement.

2. Renewal:

a) Intentionally deleted.

b) The Customer shall maintain continuous coverage of its support contracts in order to be eligible for telephone support, and other services provided hereunder. If Customer provides notice of its intent not to renew the Agreement for any given Renewal Term, under Section 2(a), and Customer later decides to reinstate support services, the Customer must pay all fees that would otherwise have been paid had this Agreement been renewed without interruption.

3. Termination:

This Agreement may be terminated by either party at any time and for any reason upon ninety (90) days' prior written notice to the other party. Upon termination of this Agreement by either party and for any reason, Customer shall immediately pay all amounts then due to Company, but Customer shall not be responsible for paying subsequent fees due for the remainder of the then-current Initial Term or Renewal Term. Customer will be reimbursed for any pre-paid amounts.

4. Fees:

The Customer shall pay Company the service fee set forth in Exhibit A to this Agreement, for the support and maintenance services described in Section 5 of this Agreement (the "PremierPro Support").

5. Support and Maintenance:

The PremierPro Support includes:

- a. Telephone support for general use questions during normal business hours (6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday)*

- b. Use of Company's toll free number for PremierPro Support inquiries
- c. On-Line technical diagnostic support
- d. Software correction updates that are made generally available to Company's customers
- e. 24 Hours, 7 days per week, 365 days per year support for emergency (system down or inoperable) calls
- f. Development work necessary to support standard version updates to Customer's host database (i.e. land management software, utility billing software) and back-end database. This requires two (2) weeks' notice prior to planned system update in order to accommodate scheduling of resources. Please contact support@STIgov.com to schedule.
- g. Quarterly Proactive System Review. Company will perform, on a quarterly basis, the following system diagnostics and create a history file and notify the primary Customer contact with the results of these actions:
 1. Assess the current machine resources including memory, processor, and disk-space utilization
 2. Examine log files including error logs to identify any anomalous entries
 3. Apply current validated software updates to the operating system, device drivers, and database server software for Selectron provided hardware.
- h. 'Out-of-cycle' critical updates. Updates that meet these criteria are intended to cure failures that might be likely to cause hardware damage, system unavailability, data corruption, or severe data vulnerability.

*Non-emergency calls made after normal business hours will be billed at an hourly rate of 1.5 times the current day labor rate, with a two hour minimum charge.

6. Support Services:

This Agreement does not include, and the fee set forth in Exhibit A to this Agreement does not cover, support services relating to the following items:

- a) Any support or maintenance services relating to Products that have been altered or modified by anyone other than Company or a third party on Company's behalf.
- b) Hardware replacement or software errors as a result of causes beyond Company's reasonable control.
- c) Version upgrades of host or backend database software.
- d) Direct support for the required application program interface either purchased or procured as part of the integrated solution.
- e) Enhancements, replacements, or modifications to current Product versions performed at the Customer's request and not intended to resolve a product failure.
- f) Services, support, and configuration of passive fail-over server (unless expressly purchased and listed in Exhibit A to this Agreement).

Upon Customer's request, Company may, in its discretion, agree to provide one or more of the above-listed services in this Section 6, at Company's then-current published hourly rates or for a fixed fee. If Customer's payments under this Agreement for PremierPro Support provided under Section 5 are current upon Customer's request for services described in this Section 6, and Company agrees to provide services described in this Section 6, Customer will receive preferred rates for both standard and after-hours services.

7. Hardware Maintenance:

Company, at its sole discretion, may use new or refurbished parts for the repair of any Company-provided hardware in connection with performance of PremierPro Support or services provided under Section 6 of this Agreement.

8. Customer Preventative Maintenance:

Customer shall perform all necessary preventative maintenance as outlined in Company's Administrative Guide, which may be updated from time to time by Company. Notwithstanding anything to the contrary in this Agreement, if Customer's failure to perform the required preventative maintenance is determined, in Company's reasonable discretion, to be the cause of any support call, Customer will be billed for the support call and the services required to service the Product, at Company's then-current hourly rate.

9. Response Times:

Non-emergency support calls will be responded to within one (1) business day, however most calls are handled within two (2) hours of receipt. For PremierPro Support calls made during non-business hours, an answering service takes all support calls. Calls that are placed as an emergency (system down or inoperable) will be dispatched to the on-call support staff for response within four (4) hours. Non-emergency calls will be directed to support personnel, and will be responded to the next business day.

10. Customer Contacts:

Three (3) customer support contacts are allowed. Additional contacts may be added at any time for an additional \$500.00 per contact per Initial Term or then-current Renewal Term. Only Customer's customer support contacts may contact Company for support services.

Customer's customer support contacts are as set forth on Exhibit A to this Agreement. Customer may change its customer support contacts upon thirty (30) days' written notice to Company.

11. Representations and Warranties; Warranty Disclaimer:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PREMIERPRO SUPPORT SERVICES AND OTHER SERVICES PROVIDED HEREUNDER, AND ALL ASSOCIATED PRODUCTS, ARE PROVIDED TO CUSTOMER "AS IS" AND AS AVAILABLE, AND COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. This warranty disclaimer is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company is authorized to modify this warranty disclaimer, or to make any warranties, whether orally, in writing, or otherwise.

12. Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE PRODUCTS, AND/OR THE PREMIERPRO SUPPORT OR OTHER SERVICES PROVIDED OR CONTEMPLATED UNDER THIS AGREEMENT. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS, AND THE PREMIERPRO SUPPORT OR OTHER SERVICES PROVIDED OR CONTEMPLATED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO COMPANY HEREUNDER IN THE TWELVE- (12-) MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION THAT GAVE RISE TO THE CLAIM. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

13. Network Security Disclaimer:

13.1 Internet Security.

Company's Products may include software that connects to the Internet. The software is designed to operate within Customer's secure network environment, and the software does not provide any mechanism for security or privacy. Specifically, the software relies fully on Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding (i) the security or privacy of Customer's network environment; or (ii) any third-party technologies' or services' ability to meet Customer's security or privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

13.2 Remote Access Security.

In order to enable code development, and Customer support and maintenance of the Products, Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControllIT, or other industry standard remote access software. It may also be provided through a Customer solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

13.3 Outbound Services Disclaimer.

Outbound services are intended to create additional methods of communication to Customer's employees who use the Products in support of existing processes. These services are not intended to replace all interaction with Customer's employees or become critical path. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the

Products, and Customer acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Company, and that Customer forever releases Company from any and all liability, if Customer, or Customer's employees, suffer injury or damage due to the failure of outbound services to operate, even though Customer does not know what or how extensive those injuries or damages might be.

14. Government Contracts:

14.1 In the event that Company shall perform Services under this Agreement in connection with any government contract or in which Customer may be the prime contractor or subcontractor for a government contract, Company agrees to abide by all laws, rules, and regulations relating to said government contract; provided that Customer provides a copy of the contract to Company prior to execution of this Agreement.

14.2 Company advises that, to the extent allowed by law, the resultant contract terms and pricing may be extended to other State of Texas jurisdictions, public entities, political subdivisions and government cooperative purchasing group(s) whose processing requirements, applications, specifications and standards coincide with the processing requirements, applications, specifications and standards herewith. The extension of this contract to any entity is at the sole discretion of Company. A qualified entity choosing to join this contract shall execute a separate contract with the specifications, pricing, terms and rights provided herewith, directly between the entity and Company, and shall commit a separate purchase order and pay for supplies and services by means of their individual accounting and purchasing departments. Any processing requirements, applications, specifications and/or standards not covered herewith will be developed and priced separately, based on the entity's additional requirements and specifications, and appended to the new resultant contract. The entity shall deal directly with Company concerning the placement of orders, invoicing, contractual disputes and all other matters. Failure to extend this contract to any entity shall have no effect on the consideration of Company's current bids or agreements.

15. Severability:

If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Sections 12 will remain in effect notwithstanding the unenforceability of any provision in Section 11.

16. Force Majeure:

Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is

caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the reasonable control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay, to mitigate the harm or damage caused by such delay, and to resume performance as soon as possible.

17. Independent Contractor Relationship:

Company's relationship with Customer will be that of an independent Contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Customer is not an agent of Company and is not authorized to make any representation, contract, or commitment on behalf of Company, or to bind Company in any way. Company is not an agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer, or to bind Customer in any way. Company will not be entitled to any of the benefits, which Customer may make available to its employees, such as group insurance, profit sharing or retirement benefits.

18. Governing Law; Jurisdiction:

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Nueces County, Texas.

19. Notice:

All notices, consents, and other communications under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever is sooner. Either party may change its address by giving notice of the new address to the other party.

20. Attorney's Fees:

In the event of a dispute between Customer and Company concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses from the other party.

21. Survival.

Sections 3, 11.3, 12, 13-24 and the rights and obligations therein will survive expiration or early termination of this Agreement.

22. Waiver:

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

23. Authority:

Any person executing this Agreement in a representative capacity in so signing this Agreement acknowledges his or her authority to do so and his or her authority to bind the entity on whose behalf the Agreement is signed.

24. Entire Agreement:

This Agreement and the attached Exhibit(s), which are incorporated into and made a part of this Agreement by this reference, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will not modify the terms and conditions of this Agreement or have any force or effect.

25. Counterparts:

This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

[Signature Page Follows]

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

Selectron Technologies, Inc.

By: Todd A. Johnston

Signed: 

Title: President

Date: 11/1/2019

Address: 12323 SW 66th Avenue

Portland, OR 97223

Customer:

By: _____

Signed: _____

Title: _____

Date: _____

Address: _____

Approved as to Legal form

this _____ day of 2019

City Attorney

EXHIBIT A

Pricing

Extended Maintenance Estimate:

Item	Dates covered	Amount	Payment Due Date
VoiceUtility	November 1, 2019 through October 31, 2020	\$26,050.00	October 15, 2019
VoiceUtility	November 1, 2020 through October 31, 2021	\$26,830.00	October 15, 2020
VoiceUtility	November 1, 2021 through October 31, 2022	\$27,635.00	October 15, 2021
VoiceUtility	November 1, 2022 through October 31, 2023	\$28,465.00	October 15, 2022
VoiceUtility	November 1, 2023 through October 31, 2024	\$29,320.00	October 15, 2023

Notes:

- Maintenance estimates for future periods do not include increases to reflect additional functionality purchased.
- Maintenance estimates for future periods are not a guarantee that annual support agreements will be offered. You will receive a minimum of 12 months notice of discontinuance of annual support agreements.

Products and Licenses

Production Server: Virtual Server with 20 licensed ports

Test Server: Virtual Server with 2 licensed ports

Base *VoiceUtility*:

Current Balance Owed

Last Billing Date

Last Payment Date

Standard Reporting Module

Last Billing Amount

Last Payment Amount

Next Billing Date

Transaction Logging

Faxing via Selectron's Hosted Fax Server for:

Payment History

Account Status Detail

Billing History

Payment Confirmation

Payment Processing

Credit Card Processing Module

Convenience Fees

Allow Partial Payments

Spanish Language

Professional Voice - English

Professional Voice - Spanish

Outbound Delivery Services Engine

Delinquency Shutoff Notification