



Maintenance / Support Agreement-Contract Number 3131

This Maintenance/Support Agreement ("the Agreement") is made and entered into as of **10/01/2020** by and between ***Professional Document Systems (hereafter referred to as "PDS" a.k.a. "Service Provider")*** and **EL PASO COUNTY IT (a.k.a. "Licensee" & "Customer")** with principal place of business or operations at **500 E. SAN ANTONIO, EL PASO TX 79901.**

Contract Term: 10/01/2020 through 09/30/2021

A. SCOPE OF SERVICE - SOFTWARE SUPPORT

1. Software upgrades and enhancements of the document management software components per Manufacturer specification on items listed in "*Attachment A*" (located at the end of this Agreement.) "Upgrades and Enhancements" are defined as any and all new versions, improvements, modifications, upgrades, updates, fixes, and/or additions to the software that are commercially released to end users during the term of this Agreement which may correct deficiencies or enhance the capabilities of the Software provided. The foregoing will not include new or separate product offerings, new modules, re-platformed Software, or new functionality.
2. Upon renewal of the Agreement, during the contract period, PDS will contact Customer to schedule an upgrade of the newest software release / version. Upgrade features may at times also include modification of previous version features such as operating systems that are no longer supported under the new release. At that time, it will be the Customer's responsibility to upgrade its environment to meet the needs of the new release, as specified. Customer may choose not to upgrade their software to the latest version, but PDS will not guarantee support for older software / legacy versions that have been declared as non-supported versions by the software developer/manufacturer.
3. PDS shall provide the latest release and labor to upgrade document management software server components once per support term year. There are no additional costs associated with the upgrade as long as it is performed on the existing server environment. If the upgrade needs to be implemented in a new server environment, this requires a completely new installation & possible data migration, and additional charges will apply (See fee schedule on page 5).
4. Up to (5) remote Software Client re-installations per contract year if end-user requires after getting a new computer. Thereafter, remote Software Client re-installations are billable at \$110.00 per install (See fee schedule on page 5). *Any client software re-installations that require on-site presence* where remote access isn't available or granted, will be billable at \$110.00 per install.

5. **Response to Failures, Access Problems and Errors.** Customer will provide the PDS technical support team with a *written* Error Report via email at: support@pdswest.com; this is a prerequisite to PDS's contractually response time to system failures, access problems, performance failures, and errors as it ensures Customer's service issue is promptly and properly logged into PDS's service queue and reaches all pertinent PDS support personnel. *Emailing service requests to individual PDS employees may cause a delay in response time and service level response times are not guaranteed in these cases.* The Error report must include an explanation of the software service issue end-user(s) are experiencing, the end-users operation (s) employed when the problem occurred, and any available documentation of the Error. This would include, but not limited to, screen prints of all system errors, error messages, time of error, and any other information PDS reasonably requires. Reasonably promptly after PDS receives the Error Report via support@pdswest.com, PDS will cooperate with Licensee in assigning an appropriate service level, time of response to the situation and Service Provider personnel to assist Licensee in resolving the issue. The levels of service issues and response times are described in the following subparagraphs:

LEVEL I	Complete system failure and/or critical business function failure
PDS will respond within two business hours after receipt of the Error Report and agreement that this Level of response is needed. PDS will immediately assign Service Staff & resources until resolution is reached and make all efforts to restore access within one business day.	
LEVEL II	No system failure but users are unable to access or execute certain system functions
PDS will respond within four business hours after receipt of the Error Report and agreement to this Level of response. PDS will assign service staff & resources until resolution is reached and make all efforts to restore access within one business day.	
LEVEL III	Application not performing per documentation, but user can perform basic job functions with alternate procedures
PDS will respond within one business day after receipt of the Error Report. PDS will make all efforts to restore function within three business days.	
LEVEL IV	Guidance for software features not currently deployed; user & administrator functionality questions & guidance on installs and software administration
PDS will respond within three business days after receipt of user request.	

6. *If database software was purchased from PDS and client has paid for additional database support*, PDS to provide software and database server “packs” issued by the manufacturer to repair or correct known software defect. PDS will also upgrade database server “packs” issued by the manufacturer for server components once per support term year on the existing server environment. Remote access is required; if onsite presence is requested for this, travel costs are not covered and will be quoted at time of request. If the database upgrade needs to be implemented in a new server environment, this requires a completely new installation & possible data migration, and additional charges will apply (See fee schedule on page 5).

All response actions on the part of PDS for points one (1) through five (5) above are contingent on the following:

Assigned Service Call Number - End user to email our technical support group at support@pdswest.com or call our 800 technical support line (800-708-8584) and receive a Service Call Number.

Remote Access - Customer agrees to provide to PDS and maintain at the Customer's expense, Virtual Private Network (VPN) access or remote access through internet connectivity tools. This access is essential to provide support services; if it is not provided PDS reserves the right to charge current travel rates as well as for any additional expenses incurred.

On-Site Services - Following PDS's reasonable efforts to resolve the problems by telephone or through remote access, PDS will provide on-site Maintenance Services at Licensee's facilities in connection with the correction of any Level I, or II issue within eight business hours of the remote connection correction failure and within 16 business hours for level III issues at no additional costs to the customer.

A. SPECIFIC EXCLUSIONS - SOFTWARE SUPPORT

The following items are specifically excluded from this Agreement and are billable occurrences.

Exclusion Fee schedule included at the end of this section:

1. Database Software upgrades, versions and releases of database software components. (can be purchased separately if database software was purchased from PDS)
2. Labor and travel to upgrade Database Software Server Components. (can be purchased separately)
3. Security and application set up beyond initial scope of service
4. Additional administrator or group end user training beyond initial administrator training.
5. Any On-site Software Client re-installations beyond original scope of service and any remote Software Client past the allotted number of 5 courtesy remote Software Client reinstallations per point A.7.
6. Any database modification requested by the user requiring database program script.
7. Any database repair request required due to operator error, reinstallation of operating system or system failure.
8. Any repairs to the system caused by virus or malicious code.
9. Any repairs to the system caused by user or administrator modification of the base program or purchase modules, scanner drivers, image / data storage locations, database, operating system upgrade at the server level.
10. Reinstallation of the software database and related components due to upgrade of client or server hardware without previously informing PDS.

11. Any or all migrations and conversions of existing program data needed due to changes or upgrades of product or products.
12. Hard disk maintenance, disk surface test and integrity analysis, disk defragmentation and virus scanning and protection.
13. Database integrity: Routine database or index file rebuilds; database restoration from backup source.
- 14. BACKUP OF DATA, IMAGES, PROGRAMS, SYSTEM FILES:** Performing regular backups to tape, optical, as applicable; Testing the integrity of the backup media and data/images, as well as the System's ability to restore data from backup source; Proper, safe storage of the backup media. Customer is responsible for maintaining backup of all system data, files and programs after installation of system.
15. Data entry or recovery, database editing or recovery, image recovery, or index rebuilds. Service, repairs, parts or travel necessary because of accident, misuse, abuse, neglect, theft, vandalism, electrical power failure or fluctuation, strikes, alteration, fire, water or other casualty, acts or omissions in performance by non-PDS personnel; malfunctions of parts, attachments or programs not supplied and installed by PDS; aging, obsolete or incompatible Hardware or Software not supplied and installed by PDS; the use of inferior or incompatible parts or supplies as determined by PDS; unauthorized modification; or other conditions beyond PDS's control are not covered by this Agreement, and will be billed to Customer at prices in effect at the time.
16. Media, including but not limited to: CDs, tapes and consumable supply items.
17. The services of a technical support representative outside of PDS's normal business hours (Monday - Friday, 8:00a.m. MST to 5:00p.m. MST). Those services will be billed to Customer at PDS's current hourly rate.
18. The services of a PDS technical support representative for re-installation of PDS system software due to an upgrade of the Windows Operating System and/or the replacement of the associated Hardware, regardless of the reason. Any re-installation required will be billed to Customer at the current support rate.
19. If applicable, any original installation disks given to Customer at inception of original system installation. Customer is responsible for keeping original installation media for future re-installation if needed. Customer will be responsible for all costs associated in replacing original installation media if indeed replacements are available; PDS cannot guarantee replacement third party software media will be available.

Software Related Billable Fee Schedule	
<i>Database Software Reinstallation for any reason (remote)</i>	<i>\$980.00</i>
<i>Software Server Reinstallation for any reason (remote)</i>	<i>\$980.00</i>
<i>Migration of data to new server (remote)</i>	<i>\$980.00</i>
<i>Any onsite Software Client reinstallation or Remote installation beyond allotted 5 remote installations</i>	<i>\$110.00 per install</i>
<i>Data recovery from backup</i>	<i>\$175.00/hour</i>
<i>Hourly labor rate for any non covered request (1 hour minimum)</i>	<i>\$175.00/hour</i>
<i>Travel Zone Charge (Per round trip) - Quoted as needed</i>	<i>\$90.00 - \$375.00</i>
<i>Lapsed Contract / Reinstatement Fee</i>	<i>15% of overall contract</i>
<i>Retro Support if applicable</i>	<i>Contact PDS to quote</i>
<i>Administrative/Group Comprehensive Training beyond original system training:</i>	
<i>½ Day Onsite Training</i>	<i>\$625.00 plus travel</i>
<i>1 Day Onsite Training</i>	<i>\$1,250.00 plus travel</i>
<i>2 Hour Remote Refresher</i>	<i>\$325.00</i>
<i>Custom software modifications beyond original scope</i>	<i>Contact PDS to quote</i>

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C. GENERAL

1. Days and Hours of Coverage: This Support Agreement covers service during Dealer's normal working hours, 8:00 a.m. to 5:00 p.m. MST, Monday through Friday. Coverage on Holidays (New Year's, Memorial, Independence, Labor, Thanksgiving, day in connection with Thanksgiving and Christmas Day) is not included in PDS's normal working hours.
2. Approximately 30 days prior to Agreement expiration, PDS will send Customer a renewal quote for continued support. Failure to accept by the expiration date will result in cancellation of this Agreement. Acceptance of the renewal after the expiration date will result in a 15% contract reinstatement fee along with any retro maintenance/support (if retro maintenance is applicable). After the expiration date has passed, Customer will need to contact PDS for a new renewal quote.
3. This Agreement is not assignable by the customer.
4. This Agreement constitutes the entire agreement between the parties herein with respect to the subject matter hereof, and no representation, either written or oral, will be of any force or effect unless specifically set forth in this Agreement. No amendment or waiver of the terms of this Agreement may be made except in writing.
5. Neither party will be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climactic condition, or other reason of a like or dissimilar nature beyond its control. In no event will either party be liable for loss of profits or special, indirect or consequential damages arising from use of, or inability to use, Software, Hardware or related Documentation. No action relating to obligations herein may be brought by either party more than one year after the cause of action has occurred.
6. The offering of this Agreement, in and of itself is no guarantee that the System is suitable for the Customer's purposes, or whether the System will achieve the Customer's intended results.
7. Service Provider's liability in case of non-performance herein will be limited to the Annual Maintenance Charge specified in the Exhibits section.

IN WITNESS WHEREOF, the parties have caused this Agreement (3131) to be executed by their duly authorized officers effective as of the date first set forth above.

Professional Document Systems

EL PASO COUNTY



Claudia Loweree, *Contracts Manager*

(Signature)

Date: 08/26/2020

Hon. Ricardo Samaniego

(Typed or Printed Name)

El Paso County Judge

(Title)

Date: _____

Professional Document Systems:

1414 Common Drive
El Paso, Texas 79901

6565 Americas Parkway NE #200
Albuquerque, NM 87110

800-644-7112 General Inquiries
800-708-8584 Technical Services

Technical Support: support@pdswest.com

www.pdswest.com



For service please call 1-800-708-8584

Maintenance Agreement

Attachment A

EL PASO COUNTY IT
500 E. SAN ANTONIO
EL PASO, TX 79901

Service Item Description	Serial or Version No.	Item #	Annual Cost
(5) EMC/OT 5 CC User Full Text Clients (25 lics)		PDS-456-100-394-MA	1,309.25
OT/EMC ScanXtender (5 Licenses)		PDS-456-100-425-MA	537.50
OT/EMC OCR Server		PDS-456-100-427-MA	349.13
OT/EMC ERMX (Reports Mgmt) Server		PDS-456-100-439-MA	1,612.50
OT/EMC AX/WEBX (75) Licenses	v 7.0	PDS-456-100-469-MA	17,415.04
OT/EMC Full Text (Verity)		PDS-456-100-496-MA	698.26
			TOTAL 21,921.68

Per ASC Contract #20-7383
Quote valid to 9/30/2020



INVOICE

1414 Common Drive
El Paso, Texas 79936
(915) 593-3100
(915) 593-3181 Fax

DATE	INVOICE NO.
9/1/20	131998

BILL TO
EL PASO COUNTY - IT ATTN: ACCOUNTING DEPT. 800 E. OVERLAND, SUITE 400 EL PASO, TX 79901

SHIP TO
EL PASO COUNTY - IT 800 E OVERLAND, SUITE 400 EL PASO, TX 79901 ATTN: Art Nevarez

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	AGREEMENT #
	NET 30	MLB	6/10/20	DELIVERY	3131

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
EIM MAINT RE...	<p>EIM MAINT AGREEMENT</p> <p>THIS AGREEMENT COVERS THE FOLLOWING:</p> <p>OT ERMX SERVER OT FULL TEXT (VERITY) SERVER OT FULL TEXT CLIENTS (VERITY) (5) 5CC USER PACKAGES FOR (25 LICS TOTAL) OT OCR SERVER OT SCANXTENDER/IMAGE CAPTURE (5 CLIENTS) OT AX/WEBX (75 LICENSES)</p> <p>THIS AGREEMENT BEGINS 10/01/2020 AND EXPIRES 09/30/2021</p> <p>Quote valid only to 09/30/2020*** ASC Cooperative #20-7383</p>	1	21,921.68	21,921.68
THANK YOU		Total		\$21,921.68



Quote

1414 Common Drive
El Paso, Texas 79936
(915) 593-3100
(915) 593-3181 Fax

DATE	Quote #
8/26/20	131998

EL PASO COUNTY - IT ATTN: ACCOUNTING DEPT. 800 E. OVERLAND, SUITE 400 EL PASO, TX 79901
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SHIP TO EL PASO COUNTY - IT 800 E OVERLAND, SUITE 400 EL PASO, TX 79901 ATTN: Art Nevarez

PURCHASE OR...	TERMS	DUE DATE	SALES REP	DELIVERY	SO #
	NET 30	9/25/20	MLB	DELIVERY	3131

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
EIM MAINT RE...	<p>EIM MAINT AGREEMENT</p> <p>THIS AGREEMENT COVERS THE FOLLOWING:</p> <p>OT ERMX SERVER OT FULL TEXT (VERITY) SERVER OT FULL TEXT CLIENTS (VERITY) (5) 5CC USER PACKAGES FOR (25 LICS TOTAL) OT OCR SERVER OT SCANXTENDER/IMAGE CAPTURE (5 CLIENTS) OT AX/WEBX (75 LICENSES)</p> <p>THIS AGREEMENT BEGINS 10/01/2020 AND EXPIRES 09/30/2021</p> <p>Quote valid only to 09/30/2020***</p> <p>ASC Cooperative #20-7383</p>	1	21,921.68	21,921.68

THANK YOU	Total	\$21,921.68
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