

# Hardware IT Support Level II Maintenance Agreement

This Agreement is made and entered into on this the 4<sup>th</sup> day of January, 2017 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principal place of business in Sulphur Springs, Texas, and Hopkins County, hereinafter referred to as "Buyer", with its principal place of business in Sulphur Springs, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from January 1, 2017 thru September 30, 2017 and applies to *Hardware Support Maintenance* services provided by the Seller. During the term of this contract Seller agrees to provide;

Hardware 1-800 support during normal business hours for the following:

- Client Access Installation, Configuration, and Troubleshooting\*
- RVI Client Installation, Configuration, and Troubleshooting\*
- NETD Online Installation, Configuration, and Troubleshooting \*
- Printer Session Configuration to the System and Troubleshooting \*
- Assist IBM CE Remotely during Hardware/Software iSeries/System i problems
- Once a Month Remote-In to Check System Health and Status

\*This agreement does not cover the physical installation of PC's and/or PC operating systems.

\*\*County is responsible for the performance, storage, integrity, and security of all system(s) and data backup.

Additionally, NET Data will provide:

- Free Installation of System i Equipment Purchased from NET Data
- Image Archive Appliance Installation, Configuration, and Troubleshooting Purchased from NET Data
- RVI Server Updates and Upgrades
- Two Onsite Visits per Year for PTFs and/or OS/400 Upgrades
- Disaster Recovery Services (defined below)

2. Disaster Recovery Services (DRS)

A. DISASTER DEFINED. A "Disaster" is defined as any unplanned event or condition (excluding an act of terrorism) that renders the Customer unable to use their IBM iSeries/400 computer equipment.

B. EQUIPMENT. Upon IBM determination of unrecoverable system loss and Customer declaration of a disaster, NET Data will provide a fully operational, re-locatable computer system equal to or better than the existing iSeries/400 configuration in use by the County.

C. ON-SITE SERVICES. NET Data will deploy representative(s) on-site to assist in establishing a working computer environment at the designated relocation area.

D. EQUIPMENT USAGE. The Customer may utilize the IBM System i supplied by NET Data for up to thirty (30) calendar days or the install of the replacement iSeries/400 whichever is first.

E. AVAILABILITY. NET Data guarantees that the Customer will have the use of the IBM System i within forty-eight (48) hours after DR declaration.

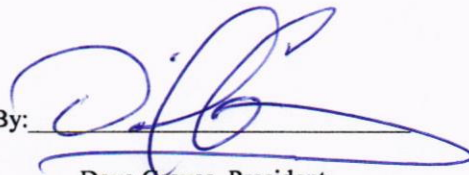
F. MULTIPLE DISASTER CONSIDERATION. Customer's rights of immediate and exclusive use of NET Data's DRS, as provided herein, shall be subject to the possibility that one or more other subscribers ("other affected subscribers") could declare a disaster and require use of the same DRS at the same time as Customer. In this event, all Recovery Resources shall be available on a priority use basis except for those designated

by NET Data, in its reasonable discretion, as available on a shared use basis. Access to and use of NET Data's DRS during disasters shall depend upon the order in which disasters are declared. NET Data shall maintain records of its receipt of disaster declarations, which shall be the exclusive basis for determining the order in which disasters are declared.

3. In consideration of the above-mentioned services, Buyer will pay to Seller the sum of **\$9,000** at the rate of \$1,000 per month beginning on the first day January, 2017 during the term of this contract.
4. Buyer, recognizing that other services (after-hours support, onsite with IBM CE, etc.) may be needed from Seller, agrees to pay standard hourly billing rates of two hundred-fifty (250) dollars per hour and expenses, including travel, in return for other services (those not included in this contract) rendered.

THE NET DATA CORPORATION

Hopkins County

By:   
Dave Graves, President

By:   
Hopkins County Judge