

# **SOUTHERN SOFTWARE'S ANNUAL SOFTWARE SUPPORT AGREEMENT CAD™ 24/7**

**Southern Software's CAD™ Computer Aided Dispatch.** This Software Support Agreement covers 24 hours a day, seven days a week support.

## **Problem Resolution**

Southern Software will provide customer software support for mission critical operation of **CAD™**, 24 hours a day, seven days a week. This period includes holidays and weekends. This Agreement does not constitute a warranty but provides for mission critical problem resolutions at any time and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. This Agreement is not intended to provide around-the-clock assistance for problems not deemed to be operation critical. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within three hours of notification of the problem from 8:30 a.m. to 5:00 p.m., EST, Monday thru Friday. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer. Any problem deemed mission critical will take top priority over all other calls.
- Telephone response within one hour of notification of the problem after 5:00 p.m., EST and during holidays that fall on a normal work day. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response then a technician will be scheduled for an on-site visit. There is no cost to the customer for the on-site visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

## **Program Updates**

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

## **Third Party**

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

## **System Administrator**

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

## **Data Backup Statement**

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

## **Virus Statement**

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract does not cover assistance in the recovery of damage caused by viruses. **Southern Software will charge a fee for virus recovery assistance.**

## **Items not covered under this annual support agreement -**

- Installation and setup of new equipment.
- Transferring of data.
- Moving equipment from one site to another.
- On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.
- Virus damage/recovery repair work.
- Recovery/repair work related to natural disasters such as lightning, floods, etc..
- Replacement of equipment that is out of warranty.
- Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, PcAnywhere™, etc. or cost of updates to operating systems.
- Data Conversions.
- On-site Training.
- Interfaces with third party products.
- Data loss due to drive crashes, machine failures, etc.

- **Installation, Training and Data Conversions due to Re-architecture of Software.**

### **Benefits**

- The Software Support Agreement only covers software developed by Southern Software.
- Toll-free telephone support, seven days a week, 24 hours a day including holidays.
- 24-hour fax availability
- Software Updates
- Remote System Support
- Annual User's Conference
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.
- Free web training.

### **System Access/Customer Responsibility**

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support.

**This Annual Software Support Agreement provides coverage that begins August 1, 2016 and ends July 31, 2017 .**

**Annual Support: \$7,795.00**

By signing this document you are confirming that you have read and understand the terms and conditions of this annual support agreement.

### ***Important- Support Renewal Clause***

*A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.*

  
Customer Representative Signature


11/8/16  
Date

**YADKIN COUNTY SHERIFF (CAD), NC**

Name of Department

NOTE: IF A PURCHASE ORDER NUMBER IS REQUIRED ON THE SUPPORT INVOICE PLEASE ENTER HERE \_\_\_\_\_. IF THE NUMBER IS NOT AVAILABLE AT THIS TIME, PLEASE FAX THE PURCHASE ORDER TO (910)695-0251 WHEN IT IS AVAILABLE.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

  
Digitally signed by Gary  
DN: cn=Gary, o=Finance,  
ou=Yadkin Co,  
email=ggroce@yadkincountync.  
gov, c=US  
Date: 2016.11.01 13:59:30 -04'00'

RFP Number (if applicable): \_\_\_\_\_

Name of Vendor or Bidder: Southern SOFTWARE, Inc.

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

John Roscoe

Signature

7-18-16

Date

John Roscoe

Printed Name

President

Title

*Notes to persons signing this form:*

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and will be updated every 180 days.