

ONE SOURCE DOCUMENT SOLUTIONS, INC
ANNUAL SUPPORT AGREEMENT

This Agreement is made by and between One Source Document Solutions, Inc., a North Carolina corporation, herein referred to as VAR (Value-Added Reseller) and Yadkin County, herein referred to as Client.

The support period is 12 months beginning 07/01/17 Support # XXXXXX

The total amount paid by the County to the Contractor under this contract shall not exceed **\$7,579.25**.

One Source Document Solutions, Inc. (VAR) agrees to provide and Client agrees to accept software support services on Laserfiche Software, Version 9 under the terms and conditions of the following agreement:

1. TERM:

This Agreement is effective for the period shown above when signed by the authorized representatives of both Client and VAR and shall remain in full force and effect for the period shown above.

2. DEFINITIONS:

- A. "Software Product" is "LaserFiche" software manufactured by Compulink Management Center, Inc.
- B. "Designated System(s)" is the authorized system on which the Client intends to use the product.
- C. "System Support Site" is the location at which one or more Designated Systems are installed.
- D. "Support Fee" is the fee currently charged for software subscription with respect to a particular Software Product as configured for a particular Designated System. If the Software Product is specified by number of users, then the "Support Fee" for the Principal System will be for the largest number of users ordered by Client.
- E. "Updates" are all error corrections, extensions and other changes made by Compulink Management Center, Inc. to a Software Product. "Major Update" is a new version of the Software Product offering extended capabilities or enhanced performance.
- F. "Non-Update Product" is a Software Product developed and manufactured by a Third Party and distributed by VAR to which VAR may provide general operational support and service, but updates are available through the Third Party exclusively.
- G. "Primary Contact" is the person authorized by Client to request service from One Source Document Solutions, Inc. and to whom all updates will be sent on behalf of Client. Client will provide VAR written notification of any change in the Primary Contact. "Secondary Contact" is a Client-designated alternate to the Primary Contact.
- H. "Reseller" is the One Source Document Solutions, Inc. authorized organization which provides software and services to the Client.

3. ONE SOURCE DOCUMENT SOLUTIONS, INC. (VAR) RESPONSIBILITIES:

- A. VAR will provide telephone and remedial diagnostics and support during VAR's normal business hours (8 a.m. – 5 p.m. Eastern Time Monday – Friday, except certain holidays—available upon request) so that LaserFiche will operate on the Designated System substantially as described in the then current user documentation for the product. VAR further warrants to provide action within 24 hours of the request for assistance to include action to verify the problem's existence and to assist in determining conditions under which such problem(s) occurred or may re-occur. This shall include isolating the problem to hardware or LaserFiche software. After such verification and determination that a LaserFiche software problem exists, VAR will provide one of the following:

- 1) An immediate patch for the problem;
- 2) A temporary bypass or work-around for the problem
- 3) A statement that the problem will be corrected with the next update;
- 4) A statement that more information about the problem is required for resolution;
- 5) A statement that the LaserFiche software product operates substantially as described in its current user documentation or that the problem arises when such product is used in a manner not intended for such product design.
- 6) A statement that LaserFiche/Compulink Management Center, Inc. is involved in resolving the problem.

- B. VAR will deliver updates to the LaserFiche software as these updates are provided by LaserFiche/Compulink Management Center, Inc.
- C. Under this Agreement, VAR is unable to provide updates and/assistance in implementing specific Third-Party package software (e.g. Microsoft products: Windows, DOS, etc.). It is the responsibility of the end-user to register all Third-Party products with the appropriate vendor.

4. SERVICE LIMITATION:

In no event will VAR be liable for any loss of data, loss of profits, or any special, indirect or consequential damages in connection with providing or failing to provide the services described herein.

5. CLIENT RESPONSIBILITIES:

- A. Client shall be licensed for all Software Products for which support services are requested.
- B. Client shall have executed and have in force with VAR a Support Agreement.
- C. Client agrees to implement each patch, bypass or work-around update or other solution to such problem provided by VAR. Failure to do so releases VAR from any obligation to further support the software.
- D. Client is responsible for acquiring and maintaining current release levels of Non-Update Products (e.g. Microsoft, etc.) as recommended by VAR.
- E. Client is responsible for maintaining regular backups of the Laserfiche database(s) and all folders associated with the storage of the Laserfiche database, indexes and volumes.
- F. Client is responsible for testing their backups to insure that they are getting a complete backup set and that the backups can be properly restored.
- G. Client is responsible for performing regular maintenance on the Laserfiche SQL database, as outlined by the VAR provided document.

6. CHARGES:

- A. Annual support charges will be invoiced prior to the beginning of the one (1) year support period and are due and payable as specified in the terms of the invoice.
- B. Charges for software added to this Agreement will be at the current quoted prices at the time the software is added and will incur additional support fees.
- C. All charges are exclusive of any installation, training, professional services related to the creation of Laserfiche workflows or Laserfiche Quick Field sessions and/or consulting fees, customs, duties, federal, state, municipal, or other government excise, sales, use, occupational or like taxes now in force or enacted in the future, and all such taxes if paid by VAR shall be added to the charges.
- D. VAR may, at its sole option, immediately terminate or temporarily suspend all of its responsibilities stated in this Agreement in the event Client is delinquent in the payment of any invoice from VAR for a period in excess of thirty (30) days.
- E. VAR may charge interest of 1.5% per month on past due invoices.
- F. A lapse charge for any periods for which the Client is not covered due to non-payment may be charged to bring Client to current support coverage.

7. **GENERAL:**

- A. If any provision of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- B. It is expressly understood that if either party on any occasion fails to perform any term of this Agreement and the other party does not force that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.
- C. The Agreement shall not be assigned by either party without prior written approval of the other or of LaserFiche/Compulink Management Center, Inc.
- D. This agreement shall be governed by the laws of the State of North Carolina.
- E. Should VAR fail to perform its agreed-upon duties, LaserFiche/Compulink Management Center, Inc. shall reassign support to a VAR within a suitable geographical area to perform the agreed-upon support.

8. **FORCE MAJEURE:**

Except with respect to Client's obligation to make timely payments, neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosions, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, Acts of God or the Public Enemy, inability to secure raw materials or transportation failures, acts of omissions of carriers or suppliers or other causes beyond the control whether or not similar to the foregoing.

AGREED: One Source Document Solutions, Inc.



BY: Kevin Smith / President/CEO

04/26/17

DATE

AGREED: Yadkin County



BY: Lisa L. Hughes / County Manager

7-3-17

DATE