

# Hardware IT Support Level 2 Maintenance Agreement

This Agreement is made and entered into on this the 14<sup>th</sup> day of Sept. 2015 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principal place of business in Sulphur Springs, Texas, and Titus County, hereinafter referred to as "Buyer", with its principal place of business in Mt. Pleasant, 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 October 1, 2015 thru September 30th, 2016 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 for the following:

- System i Access Installation and questions\*
- RVI Installation and questions\*
- NETD Online Installation and questions\*
- Printer configuration to the System i and questions\*
- Assist IBM CE during Hardware/Software iSeries/System i problems
- Once a month remote-in to check for system messages, check SST problem Logs and backup

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

Additionally, NET Data will provide;

- Two onsite updates for PTF's and/or OS/400 Upgrades per year
- Disaster Recovery Services (defined below)
- Free installation of System i equipment purchased from NET Data

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. Whenever Customer declares 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 two (2) representatives 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 which ever is first.

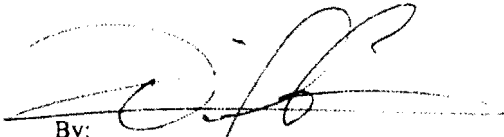
E. AVAILABILITY. NET Data guarantees that the Customer will have the use of the IBM System i within forty-eight (48) hours after DR declaration.

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

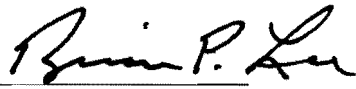
by NET Data, in its reasonable discretion, as available on a shared use basis. Access to and use of NET Data's DRS during disasters shall depend upon the order in which disasters are declared. NET Data shall maintain records of its receipt of disaster declarations, which shall be the exclusive basis 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 \$12,000 on the first day of October of each year during the term of this contract.
4. Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates of two hundred-fifty (250) dollars per hour and expenses in return for other services (those not included in this contract) rendered.

THE NET DATA CORPORATION

By:   
Dave Graves, President

Titus County

By:   
Member of Governing Body  
County Judge