

Services Contract- Terms and Conditions

Client Software Support

BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON YOUR INVOICE, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. THESE TERMS AND CONDITIONS (THE "CONTRACT") WILL SUPPLEMENT THE TERMS AND CONDITIONS OF ANY APPLICABLE OVERRIDING SIGNED AGREEMENT BETWEEN YOU (THE COUNTY) AND HELION.

If you purchased Client Software Support, Helion will provide this software service (the "Support") to you pursuant to the following terms and conditions:

Supported Software:

Animal Control

<input type="checkbox"/> Receipting	Version _____
<input checked="" type="checkbox"/> Licensing	Version <u>2019</u>
<input checked="" type="checkbox"/> Web Query	Version <u>2019</u>

Technical support is provided for listed versions and one version back. Support on older versions is on a limited, "best effort" basis.

1. Scope of Services.

- a. Helion will help you to resolve your problems by providing telephone, electronic, remote, and onsite assistance to your designated representatives. A resolution is the initial contact and any subsequent contact necessary to resolve the issue for you.
 - County will receive a letter after the purchase of a support contract to inform you of the phone number to be used for support
 - We will use commercially reasonable efforts to provide the following Client Software services to you:
 - Proposed corrections for error messages due to software listed under the contract
 - Problem determination may include any of the following actions:
 - Information gathering
 - Analysis
 - Research including reproducing systems
 - Acquiring additional information
 - Problem Resolution may include any of the following actions:
 - Providing a resolution or steps towards a resolution
 - Configuration changes
 - Escalation of a bug report
- b. Helion, at no cost to County, will provide upgrades for error correction, legal requirements, and enhancements as they are released.
- c. The Contract does not cover
 - Instances in which the compatibility of the system to the software is in question, or when the configuration is invalid
 - Remote or on-site training assistance
 - Software Support on any other products than specifically stated in the Supported Software section of this contract

2. County Responsibilities:

- a. General: To receive Support, you are responsible for complying with the following:
1. Access to Software Support. You must confirm that the following conditions are true:
 - The situation giving rise to the question is reproducible;
 - The hardware and operating systems meet minimum Helion requirements;
 - Your designated representatives will submit all questions to Helion. Your designated representatives must have knowledge regarding the facts and circumstances surrounding the incident;
 - The full system, including software and hardware, is available to the representative and accessible by him or her without limit during any telephone discussions with Helion support personnel;
 - The representative will follow the instructions and suggestions of Helion's support personnel, using the full system.
 2. Software/Data Backup. You understand and agree that Helion is not responsible for any loss of software or data and that all backups are the responsibility of the County.
 3. Payment. Helion must have received payment for Support within 30 days of the date of invoice. County shall pay an additional fee of 1.5% per month for invoices not paid within such 30-day period.
 4. Installation of newer versions. If the resolution of a problem requires the installation of a newer version of the product, you agree to install the new version as part of the resolution process.
 5. Client Hardware and O/S and Server Hardware O/S and Database. You understand and agree that the purchase, support, and maintenance of all client hardware and its operating system, server hardware and its operating system, and the SQL Server database software is the responsibility of the County.
- b. How and When to Use:
1. Client Software Support services will generally be available 7am- 5pm (PST), Monday through Friday.
 2. If at any time during which we're providing Client Software Support services, you have questions or concerns, please contact Helion at (503) 362-9394 or 1-866-HELION1.
 3. Helion shall provide an option for weekend support. This support includes a fee of \$250 minimum per call charge, which includes the first hour and \$150 for each hour thereafter. Each partial hour over the first will be billed as a full hour.

The hours of Support shall not include regular holidays which include New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas Day. Helion is not liable for any failure or delay in performance due to any cause beyond its control.

Until you have complied with each of the aforementioned conditions, Helion reserves the right to withhold Support. Helion will notify your representative of any corrective action necessary to obtain or continue Support.

3. General Terms:

- a. Term and Renewal: You may renew this agreement subject to approval and acceptance by Helion. Helion may change its rates, terms, and conditions for providing support at any time. Helion, at its discretion, may terminate this agreement on forty-five (45) days notice to you, in which case you will be entitled to receive a pro-rated refund of any unearned support fees that you have paid. Client, at its discretion, may terminate this agreement on forty-five (45) days notice to Helion, in which case Client shall be entitled to receive a pro-rated refund of any unearned support fees that were paid.
- b. Claims of Confidentiality or Proprietary Rights: You agree that any information or data disclosed or sent to Helion, over the telephone, electronically or otherwise, is not confidential or proprietary to you.
- c. Entire Agreement: This Contract is the entire agreement between you and Helion with respect to its subject matter and none of Helion's employees or agents may orally vary the terms and conditions of this Contract.
- d. This contract is valid for one year from date of purchase as specified in the invoice and maybe renewed for two additional, one year periods. Payment of invoices for the second and/or third year option shall be considered as acceptance of the renewal of this contract.

Fee Schedule

First Year		
Support Starting Date	April 1 st , 2020	
Support Ending Date	March 31 st , 2021	
Payment Due Date	April 1 st , 2020	
First Year Amount	\$4,000.00	
Second Year Option		
Support Starting Date	April 1 st , 2021	
Support Ending Date	March 31 st , 2022	
Payment Due Date	April 1 st , 2021	
Second Year Amount	\$4,000.00	
Third Year Option (4% increase)		
Support Starting Date	April 1 st , 2022	
Support Ending Date	March 31 st , 2023	
Payment Due Date	April 1 st , 2022	
Third Year Amount	\$4,160.00	

Helion Software, Inc.

Signature:



Name: Murray Giesbrecht

Title: CEO

Date: 2/13/2020

Client

Signature:



Name: Tim Svenson

Title: Yamhill County Sheriff

Date: 2/13/2020

Accepted by Yamhill County
Board of Commissioners on
2/20/20 by Board Order
20-58