



## DCS INC. SUPPORT SERVICES AGREEMENT - EMA

This DCS SUPPORT SERVICES AGREEMENT ("Agreement") is between **Diversified Computer Systems, Inc. ("DCS")**, a South Carolina Corporation, with its principal place of business at: 206 East 3<sup>rd</sup> North St, Summerville, SC 29483;

and  
**Madison County Sheriff's Office/EMA Office  
(CUSTOMER)**

with its principal of business at  
2941 US-51, Canton, MS 39046

### 1 SUPPORT SERVICE FEES.

LICENSED SOFTWARE	COST
Stand-alone Unit Portal, Report Writing, RMS	\$ 6,993.00

- 1.1 Support Services Fees are due and payable prior to the first day of the maintenance period, and are subject to change upon each renewal date, not to exceed 3% annually.
- 1.2 Support Services Fees stated herein do not include sales (or equivalent) taxes. Taxes or other fees of any other kind, will be added to CUSTOMER'S invoice.
- 1.3 Support Services Fees are not refundable in whole or in part, except in the event of CUSTOMER'S termination for cause as provided in Paragraph 6.2.
- 1.4 If CUSTOMER fails to pay all the Support Services amounts as specified, customer shall forfeit the license to use the DCS LICENSED SOFTWARE and return all copies of the LICENSED SOFTWARE, along with all documentation, to DCS.
- 1.5 If CUSTOMER fails to renew the Support Services Agreement, customer shall forfeit the license to use the DCS LICENSED SOFTWARE and return all copies of the LICENSED SOFTWARE, along with all documentation, to DCS.

2. SUPPORT SERVICE PERIOD. The Term of this Agreement shall remain in effect for 1 year, from 12/12/2018 to 12/11/2019.

3. **SUPPORT SERVICES.** For so long as CUSTOMER has purchased Support Services and is current in its payments to DCS, CUSTOMER shall be entitled to receive, and DCS agrees to provide, the following services under which are hereinafter referred to as "Support Services" for the LICENSED SOFTWARE listed in Paragraph I hereof:
- 3.1 **Program Fix Service.** CUSTOMER shall promptly report to DCS any errors or defects in the LICENSED SOFTWARE which prevents the LICENSED SOFTWARE from operating substantially in accordance with their documentation and shall further provide such information as may be required by DCS to replicate such errors or defects. CUSTOMER agrees to provide the necessary connectivity for DCS to access CUSTOMER's computer in order to investigate the reported errors or defects. DCS will address any such errors or defects and will deliver to CUSTOMER a fix or a workaround until a permanent fix becomes available. In the event the problem CUSTOMER reported as an error or defect was in fact not in the LICENSED SOFTWARE, then the CUSTOMER shall pay DCS, at DCS's then current list price,
- 3.2 **Software Upgrades and Updates.** CUSTOMER shall receive, at no additional cost, upgrades and updates to the LICENSED SOFTWARE which are generally made available at no cost by DCS to CUSTOMERS who have purchased Support Services. CUSTOMER agrees that any upgrades or updates provided by DCS shall be held by CUSTOMER upon all of the terms and shall be subject to all of the conditions contained in the license agreement granting CUSTOMER the right to use the LICENSED SOFTWARE.
- 3.3 **Telephone Support.** DCS shall make available a toll free telephone support line, twenty- four (24) hours a day, seven (7) days per week, for use by CUSTOMER'S representative who shall have received training on the LICENSED SOFTWARE and who shall be relatively proficient in the operation of LICENSED SOFTWARE.
- 3.4 **Exclusions.** Support Services do not include on-site services, unless otherwise arranged. Support Services do not include:
- a. Correcting modifications made to the LICENSED SOFTWARE made by CUSTOMER.
  - b. Services needed to fix the LICENSED SOFTWARE that has been damaged due to CUSTOMER'S negligence, misuse, use with inappropriate software or equipment, or by other external causes.
  - c. Configuring Hardware.
  - d. Configuring Printers.
  - e. Problems related to software programs that are not authored/owned by DCS.
  - f. Problems related to any third party operating system.
  - g. Lost Passwords
  - h. Problems related to any products owned by Microsoft
  - i. Network issues
  - j. Cabling Issues
  - k. Loss of Internet
  - l. Browser Configuration
  - m. Changes made by an Interfacing Vendor
  - n. Remedial Training
  - o. Travel Related to Remedial Training
  - p. Assistance Needed for Moving the IBM Server
  - q. Assistance Needed for Upgrading the IBM Server
  - r. New Interfaces to New Vendors
  - s. Any Federal Required Forms – not part of the original agreement
  - t. Any State Required Forms – not part of the original agreement
  - u. NIBRS training
  - v. Telephone calls/emails from CUSTOMER'S representatives/employees who have not received training on the LICENSED SOFTWARE and who have limited proficiency in the operation of LICENSED SOFTWARE. (see paragraph 3.3 of original agreement)

4. **WARRANTIES AND REMEDIES.** DCS warrants that the Support Services provided under this Agreement shall be performed professionally, in a workmanlike manner and by employees with appropriate skills and expertise. Except as provided in this paragraph, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT DCS BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 6 BELOW.
5. **LIMITATION OF LIABILITY.** DCS'S liability to CUSTOMER for any losses or damages, whether direct or indirect, arising out of this Agreement shall not exceed the Support Services Fees paid. In no event shall DCS be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.
6. **TERMINATION.** This Agreement may be terminated as follows:
- 6.1 By DCS, if CUSTOMER fails to pay Support Services Fees on or before the due date, then this Agreement shall terminate if non-payment continues for more than ten (10) days after receipt of notice in writing from DCS to CUSTOMER of such non-payment setting forth the sum then due and how such sum was determined.
- 6.2 Except as provided in Paragraph 6.1 hereof, by the non-breaching party, in the event this Agreement is breached by a party and that party fails to cure the breach within thirty (30) days after having been given written notice thereof.
- 6.3 If CUSTOMER terminates this Agreement and subsequently desires to reinstate Support Services, DCS then-current pricing and policy with regard to reinstatement shall apply.
7. **GENERAL TERMS. Choice of Law/Dispute Resolution.** This agreement shall be governed by laws South Carolina. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations, then either party may commence legal action against the other.

**Binding Agreement.** The individual signing this Agreement for CUSTOMER warrants that he/she has been duly authorized to bind CUSTOMER to all rights, duties, remedies, obligations and responsibilities hereunder and that the Agreement is a valid and binding obligation of CUSTOMER.

**Assignment.** This Agreement and the rights, title, and interest herein, may not be assigned or transferred by CUSTOMER without prior written consent of DCS, which consent may be withheld. DCS may assign its rights, title and interest herein by providing prior written notice to CUSTOMER.

**Successors Bound.** The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and permitted assigns of CUSTOMER and DCS.

**Force Majeure.** Neither party shall be held responsible for failure to fulfill its obligations under this Agreement due to caused beyond its reasonable control.

**Severability.** If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Notices.** Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or such other address as either party shall from time to time indicate in writing. Any notice given pursuant to this paragraph shall be deemed given when received or five (5) calendar days from the date of the mailing, whichever occurs first.

**Headings.** Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms hereof.

**Non-Hiring Statement.** During the term of the Agreement and for a period of twenty-four (24) months after the termination of this Agreement, the CUSTOMER may not offer to hire or in any way employ or compensate any of the employees of DCS within the immediate past twenty-four (24) months without prior written consent of DCS.

**Non-waiver.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

**Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to Support Services, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein. This Agreement supersedes all previous communications, representations or agreements, either written or oral, between parties. This Agreement may not be modified or supplemented in any way except by written agreement signed by persons authorized to sign agreements on behalf of CUSTOMER and of DCS. Preprinted conditions which vary from the terms and conditions herein, and which are contained in any purchase order or other document submitted hereafter by CUSTOMER, are of no force or effect.

By signing below, we agree to the terms and conditions of this Support Services Agreement. Each individual signing below represents that (s)he has the authority to execute this Agreement on behalf of Madison County (MS) for which (s)he represents and that all the necessary formalities have been met.

**ACKNOWLEDGED AND AGREED TO BY:**

**Diversified Computer Systems, Inc.**  
(DCS)

**Madison County, MS**  
(CUSTOMER)

By: \_\_\_\_\_  
Mary T Lucas, President

By: \_\_\_\_\_  
Authorized Signature, Title  
Print name \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_