



5211 Linbar Drive, Suite. 504
Nashville, TN 37211

August 5, 2021

Attn: Duane Thompson
Madison County Board of Supervisors
146 W Center Street
Canton, MS 39046-3735

Dear Duane,

Your enclosed maintenance agreement MADCBOS01, for your Kofax system, expires on October 31, 2021. Please confirm this renewal by forwarding a purchase order. If a purchase order is not being used, please sign below, and return to my attention. Please refer to the enclosed agreement and attachment for terms, as well as the hardware and/or software covered by the agreement.

Payment must be received prior to your renewal date. **FAILURE TO MEET THE DEADLINE WILL RESULT IN A REINSTATEMENT FEE** should you wish to renew after that date. The fees are outlined as follows:

- From 1st day lapsed = 1-month fee
- 2-3 Months lapsed = a 2-month fee
- 4-6 Months lapsed = a 3-month fee
- Greater than 6 months late = a 6-month fee
- Greater than 1 year = 1-year reinstatement fee

This penalty is imposed by the software vendor and is non-negotiable.

If you have any questions do not hesitate to call. I look forward to hearing from you.

Signature

Date

Name

Title

Sincerely,

Aubree Pacheco
Contract Administrator
apacheco@instreamllc.com

Kofax Software Support Agreement

11/01/2021 to 10/31/2022

MADCBOS01

The following document describes a Maintenance and Support Agreement between:

InStream, LLC
5211 Linbar Drive, Suite 504
Nashville, Tennessee 37211

Hereafter referred to as the "Dealer" and:

Madison County Board of Supervisors
Attn: Duane Thompson
146 W Center Street
Canton, MS 39046-3735

Hereafter referred to as the "Customer".

(A.) SCOPE OF COVERAGE

1. Support consists of the following:

a) Telephone, VPN (Internet) and on-site* Support calls.

*please refer to the procedure section of paragraph F.

2. The Annual Maintenance charge specified is based upon the System (defined as all software sold to the Customer by the Dealer as described in the statement of work) being used during normal business hours (8:30 AM – 5:00 PM) with VPN access. If VPN access is not provided Dealer reserves the right to adjust the Support charge accordingly and/or bill the Customer at the Dealer's current hourly rate.
3. Subject to the last sentence of this paragraph A (3), all Support services provided by the Dealer that are not covered by this Agreement will be billed to Customer at Dealer's then current hourly rate. The current rates are \$200.00 per hour for the first hour. Additional hours are billed in 15-minute increments. There is a one-hour minimum for all on-site visits. A block of 8 hours may be purchased for \$1,450.00 payable in advance. Rates are in effect Monday through Friday 8:00 AM to 5:00 PM. Off hour rates are \$500.00 call charge and \$225.00 per hour with a one hour minimum. Off hour rates are in effect Monday through Friday 5:00 PM to 8:30 AM, all day Saturday and Sunday.
4. The Customer understands and agrees that proper operation of the System included in this Agreement is dependent on the Customer having a properly configured computer and operating system, a compatible data/image format conforming to commonly accepted industry standards, properly connected and compatible input cables, and adherence to normal system maintenance guidelines.

5. Customer agrees to perform both regular computer and System backups.
6. Support does not include customization, application design/setup, training or programming. If furnished, the foregoing items will be invoiced at the Dealer's then current rates as described in paragraph A(3) for such services.
7. Software Support does not include modifications to the System, preparations or packing for the purpose of moving the System or Support requested or performed outside the Dealer's regular business hours. If furnished, the foregoing items will be invoiced at the Dealer's then current rates as described in paragraph A(3) for such services.
8. Existing or Customer supplied Software/Hardware (computers required to run the system as described in the statement of work) must be in good working condition on the commencement date of this Agreement and throughout the Agreement period. Dealer Service or Support required to place the Hardware in such condition will be invoiced to Customer at the rates specified in paragraph three.
9. Software Support Agreement commences with installation or serialization of the product.

(B.) SITE MAINTENANCE, POWER REQUIREMENTS, ENVIRONMENT

1. By acceptance of this Agreement, the Customer acknowledges that they understand that if support is needed because the Customer moves, disconnects or alters the configuration/components of the System, it will be billable.
2. If an Uninterruptable Power Supply ("UPS") is used with this System, Customer is responsible for monitoring the status indicators on the UPS and notifying the Dealer if service is required.
3. Customer will maintain a reasonably clean, stable-operating environment for the System, free of excessive humidity, dust, dirt and any other environmental concerns that could have an adverse effect on the System components and performance.
4. Customer agrees to provide and maintain at the Customer's expense, VPN access. This access is essential to provide support services; if it is not provided Dealer reserves the right to charge at the rate described in paragraph A(3) as well as for any additional expenses incurred.

(C.) CUSTOMER NOTIFICATION PROCEDURES

1. In the event of a System malfunction, the Customer shall document whenever possible any error messages or codes generated by the Hardware or Software of the System.

2. Once the Customer has determined that System support is necessary from the Dealer, Customer will call Dealer and request System support. The Customer will need to provide the Contract Number, a detailed description of the problem, as well as what activities were being performed prior to the malfunction, and what, if any, corrective action was taken by the Customer.
3. In response to a request for System support from the Customer, Dealer may, at its sole discretion, elect to initially respond with telephone and/or VPN support in order to effect repairs to the System.
4. In response to a request for System support from the Customer, Dealer may, at its sole discretion, repair a defective item or elect to replace an item with a similar component having like features and capabilities. In the event of component replacement, all defective items become the property of the Dealer.

(D.) SPECIFIC EXCLUSIONS

The following items are specifically excluded from this Agreement, and the responsibility for performing these functions rests solely with the Customer:

1. **HARD DISK MAINTENANCE:** Disk surface test and integrity analysis; Disk defragmentation; Virus scanning and protection.
2. **FLOPPY DRIVE, CD DRIVE, DVD DRIVE and TAPE DRIVE MAINTENANCE:** Head Cleaning; Head Cleaning Kit.
3. **DATABASE INTEGRITY:** Routine database or index file rebuilds; database restoration from backup source.
4. **BACKUP OF DATA, IMAGES, PROGRAMS, SYSTEM FILES:** Performing regular backups to tape, floppy or optical, as applicable; Testing the integrity of the backup media and data/images, as well as the Systems ability to restore data from backup source; Proper, safe storage of the backup media.
5. This Agreement does not cover data entry or recovery, database editing or recovery, image recovery, or index rebuilds.
6. This Agreement does not cover service, repairs, parts or travel necessary because of accident, misuse, abuse, neglect, theft, vandalism, electrical power failure or fluctuation, strikes, alteration, fire, water or other casualty, acts or omissions in performance by non-Dealer personnel; malfunctions of parts, attachments or programs not supplied and installed by the Dealer; aging, obsolete or incompatible Hardware or Software not supplied and installed by Dealer; the use of inferior or incompatible parts or supplies as determined by the Dealer; unauthorized modification; or other conditions beyond Dealer's control are not covered by this Agreement, and will be billed to Customer at prices in effect at the time.

7. This Agreement does not cover media, including but not limited to: optical disks, CD's, floppy disks, tapes, consumable supply items, lamps, screens, mirrors, glass, motors, drums or developer.
8. This Agreement does not include the services of a technical support representative outside of Dealer's normal business hours. Those services will be billed to Customer at Dealer's off hour rates described in paragraph A(3).
9. This Agreement does not include the services of a technical support representative for re-installation of the software due to an upgrade of the Windows Operating System and/or the replacement of the associated Hardware, regardless of the reason. Any re-installation required will be billed to Customer at the current support rate listed in paragraph A (3).

(E.) GENERAL

1. Approximately 60-90 days prior to expiration Dealer will offer the option to renew to Customer. Failure to accept by the expiration date will result in cancellation of this Agreement. Acceptance of the renewal after the expiration date will result in a reinstatement fee before the agreement renews. These fees cannot be waived. The fees are outlined as follows:
 - From 1st day lapsed = 1-month fee
 - 2-3 Months lapsed = a 2-month fee
 - 4-6 Months lapsed = a 3-month fee
 - Greater than 6 months late = a 6-month fee
 - Greater than 1 year = 1-year reinstatement fee
2. This Agreement is not assignable by the Customer unless the Customer receives the Dealer's written consent which is in the complete and total discretion of the Dealer. In addition, this Agreement may be cancelled by the Dealer, upon written notice to the Customer, if the System is sold, transferred or leased by the Customer to another entity.
3. This Agreement constitutes the entire agreement between the parties herein with respect to the subject matter hereof, and no representation, either written or oral, will be of any force or effect unless specifically set forth in this Agreement. No amendment or waiver of the terms of this Agreement may be made except in writing.
4. Neither party will be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climactic condition, or other reason of a like or dissimilar nature beyond its control. In no event will either party be liable for loss of profits or special, indirect or consequential damages arising from use of, or inability to

use, Software, Hardware or related Documentation. No action relating to obligations herein may be brought by either party more than one year after the cause of action has occurred.

5. The offering of this Agreement, in and of itself is no guarantee that the System is suitable for the Customer's purposes, or whether the System will achieve the Customer's intended results.
6. Dealer's liability in case of non-performance herein will be limited to the Annual Maintenance Charge specified in the Exhibits section.

(F.) PROCEDURES

1. Annual Maintenance: Entitles the Customer to contact a trained technical support representative with questions regarding Dealer's System. Dealer's courteous support team may be reached on the phone between 8:00AM and 5:00PM MT, or by fax. Dealer's personnel will access client systems VPN for remote control.
2. Support Services: When contacting the Dealer's technical support department, please be sure to have the following: company name, the product in question, the product version Customer is using or the hardware serial and 5-digit equipment number.

8:00AM and 5:00PM MT, Monday - Friday.
Submit ticket through: <https://instreamllc.zendesk.com>
Local:
Email Address: Will be provided

3. Days and Hours of Coverage: This Software Support Agreement covers service during Dealer's normal working hours, 8:00 a.m. to 5:00 p.m. local time, Monday through Friday; unless an Extended Hours option is purchased. Coverage on National Holidays (New Year's, Easter, Memorial, Independence, Labor, Thanksgiving and Christmas Day) is not included in Dealer's normal working hours. Extended coverage can be purchased for these holidays at the following rates:

Call Charge \$600.00
Hourly Charge \$275.00

4. Response Time: Phone Response: Dealer's objective is to provide telephone response to support calls as follows

Type of Problem **Response Time**

System down situations and problems critically impacting operations	Within 2 hours
Problems not critical to operations	Within 4 hours
General information inquiries	Within 8 hours

5. Remote Access: Support Technicians can connect directly to Customer's system, via remote access, allowing for support delays to be minimized. – *InStream, LLC uses GoToMeeting.*

On-Site Support: If on-site support is required the technician will set up a designated time agreed upon by the Dealer and the Customer.

Software Upgrades: Dealer will contact Customer to notify it of the availability of new releases of software. New releases will include new features, as well as new listings of third-party product compatibility, including but not limited to operating systems and Hardware. The new features may at times also include modification of previous version features such as operating systems that are no longer supported under the new release. At that time, it will be the Customer's responsibility to upgrade its environment to meet the needs of the new release, as specified. New releases are included in this agreement. Dealer shall provide reasonable assistance to help Customer install new releases. Dealer cannot guarantee support for older software versions that have been declared as non-supported versions by the software developer (as defined in the statement of work).

6. Remote Support: Dealer requires that every Customer allow VPN access to the system for technical assistance. It also serves as a learning process since the end user sees all functions as they occur.
7. System Maintenance: While Dealer can assist Customer with any question relating to Dealer's software products, proper system maintenance by the user can greatly improve system reliability and performance. General system maintenance should include database maintenance and back-ups, hardware preventative maintenance and version updates of third-party software with any application service packs. If Customer is unsure of the suggested maintenance for its system, Customer must contact its system provider.

(G.) WARRANTY:

Dealer represents and warrants that the services provided under this Agreement will be performed in a workmanlike manner in accordance with industry standards.

Kofax Software Support Agreement

MADCBOS01

Effective Dates: 11/1/2021 to 10/31/2022

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first set forth above.

InStream, LLC

Madison County Board of Supervisors

(Signature)

(Signature)

Aubree Pacheco
(Typed or Printed Name)

(Typed or Printed Name)

Contract Administrator
(Title)

(Title)

Date: _____

Date: _____

Dealer Address and Support Number:

**InStream, LLC
5211 Linbar Drive, Suite 504
Nashville, TN 37211**

To create a new support ticket, use the support portal <https://instreamllc.zendesk.com> and supply contact / product information.

Kofax Software Support Agreement

MADCBOS01

Effective Dates: 11/1/2021 to 10/31/2022

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InStream, LLC

Madison County Board of Supervisors

Aubree Pacheco
(Signature)

(Signature)

Aubree Pacheco
(Typed or Printed Name)

(Typed or Printed Name)

Contract Administrator
(Title)

(Title)

Date: 8/5/2021

Date: _____

Dealer Address and Support Number:

**InStream, LLC
5211 Linbar Drive, Suite 504
Nashville, TN 37211**

To create a new support ticket, use the support portal <https://instreamllc.zendesk.com> and supply contact / product information.

Kofax Software Support Agreement
No. MADCBOS01– EXHIBIT A
11/01/2021 – 10/31/2022

Covered Software

MODEL	VERSION	DESCRIPTION	SERIAL/KEY #
Kofax	11	Qty. 3 – Upg Scan Vol 75K/Mo	CM61145
		Qty. 4 – Upg Workstation	CM61145
		Qty. 1 - 2 Concurrent Station	CM61145
		Qty. 3 - VRS Elite Desktop	CM61145
		<i>*Prorated 7-1-22 to 10-31-22</i>	

TOTAL: \$8,681.04

**PLUS SALES TAX IF APPLICABLE*