

## 1.1.1 Duprocess® Software Support Agreement

### DuProcess® Application Software Support Agreement

This Software Support Agreement (the "Agreement") is made as of \_\_\_\_\_ (the "Effective Date"), by and between Alliance Renewable Technologies, Inc. a Florida corporation with its principal office located at 18848 US Hiway 441 Mount Dora 32757 ("ALLIANCE") and Madison County Chancery Clerk, the Licensed DuProcess® Official Records Application Customer ("Customer").

Customer and ALLIANCE hereby agree as follows:

#### 1. DuProcess® Official Records Application Software

Pursuant to the DuProcess® Official Records License Agreement (the "License Agreement"), Customer has licensed from ALLIANCE the right to use the Licensed Software as defined in the DuProcess® License Agreement.

### 2. DEFINITIONS

2.1 "Error" means a reproducible failure of the Licensed Software to perform in substantial conformity with the Licensed Software specifications set forth in the corresponding User's Guide(s), help files or other printed documentation.

2.2 "Initial Support Term" means the period beginning on the Effective Date of this Agreement and ending on the Anniversary Date of this Agreement.

2.3 "Major Enhancement" means any major functional revision to the Licensed Software (designated by a renumbered release number such as 9.1 to 10.0) released by ALLIANCE during the Initial Support Term or any Renewal Support Term.

2.4 "Minor Enhancement" means any minor release, update, modification or "bug fix" (designated by a renumbered release number such as 9.2 to 9.3) which does not necessarily provide materially new functionality, as determined by ALLIANCE in its sole discretion, and made generally available to ALLIANCE's supported customers.

2.5 "Renewal Support Term" means a successive one-year renewal term following the Initial Support Term agreed upon by the parties pursuant to Section 7.1. Renewal Support Terms will automatically renew 60 days prior to the expiration of the current Initial or Renewal Support Term, at the same Support Plan level currently in effect at the time of renewal.

2.6 "Support Times" means the time between the hours of 8am and 5pm Mon-Fri EST except federal government recognized holidays.

2.7 "Support Incident" is defined as one specific Error or other technical issue that begins when a customer contacts ALLIANCE Technical Support (via telephone, email, internet or fax) and ends when either the single specific Error or other technical issue is resolved or ALLIANCE Technical Support deems it non-resolvable. Each specific support incident will generate a "ticket", which will be opened, tracked and closed separately from any other specific support incidents.

2.8 "Support Plan" means the specific software support and maintenance plan offered by ALLIANCE and selected by Customer.

### 3. SOFTWARE SUPPORT

#### 3.1 Software Support Services

During the Initial Support Term and any Renewal Support Term, ALLIANCE shall render the software support services set forth in this section to Customer subject to: (i) Customer's payment of the support fees described in Section 5, and (ii) Customer's compliance with its obligations set forth in Price Quote Details.

#### 3.2 SERVICES

The software support services to be provided by ALLIANCE pursuant to this Agreement are as follows:

**(a) Help Desk**

ALLIANCE will provide Customer with reasonable help desk assistance from 8am – 5pm est Monday through Friday except federal holidays regarding the identification, diagnosis and correction of Errors. ALLIANCE will attempt to resolve any support questions posed by Customer. If ALLIANCE determines that it would be appropriate to do so, ALLIANCE may defer resolution of a support question until a later time. At its discretion, ALLIANCE may provide Customer with help desk support during times other than the Support Time. Customer shall be responsible for paying charges for such additional help desk support.

**(b) Email**

Customer may report issues via email to [support@couralliance.com](mailto:support@couralliance.com). Issues will be assigned an IRN (Issue Report Number) and processed in accordance with the standard Support Times.

**(c) Minor Enhancements**

ALLIANCE will provide Customer with copies of all Minor Enhancements at no additional cost to Customer.

**(d) Major Enhancements**

Major Enhancements for the Licensed Software are not included under this Agreement unless otherwise specified in the Implementation Plan Agreement. ALLIANCE may, but is not obligated to, offer Major Enhancements to Customer at a reduced fee or without fee.

**3.3 Procedures for Error Correction Services**

**(a) Notification**

To obtain Error correction services, Customer must notify ALLIANCE immediately of any suspected Error and must provide ALLIANCE with reasonable detail of the nature of circumstances surrounding the Error. "Reasonable detail" includes complete software, hardware, and network configuration information as requested by ALLIANCE.

**(b) Remote Diagnostics**

Customer shall allow remote connection to each individual computer on which Duprocess® is installed to ALLIANCE via Splashtop or similar tool as determined necessary by ALLIANCE. Customer shall provide administrator access for ALLIANCE technical support staff as necessary for support of installation of Duprocess® on customer machines. ALLIANCE may perform remote diagnostics, virtually accompanied by a Clerk's team member, to determine the existence and nature of an Error.

**(c) Error Correction**

ALLIANCE will make reasonable commercial efforts to correct and resolve Errors that

Customer reports to ALLIANCE and which ALLIANCE is able to reproduce. Customer will promptly provide ALLIANCE with all information requested by ALLIANCE to reproduce such Errors. For each such Error, ALLIANCE will use reasonable commercial efforts to provide Customer with a workaround, a software patch or, if ALLIANCE is unable to provide Customer with either of the foregoing, a specific action plan for addressing the Error, including a good faith estimate of the time required to correct and resolve such Error.

**(d) Remote Correction**

ALLIANCE may perform any Error correction work via remote telecommunications. If such remote support is unavailable, in ALLIANCE's opinion, to satisfactorily resolve the Confirmed

Error, ALLIANCE may require Customer to provide data files on removable media via overnight courier (or other method that provides end-to-end tracking) or other mutually agreed upon electronic medium.

**3.4 Response Times**

ALLIANCE will use reasonable commercial efforts to communicate with Customer, by telephone, e-mail or fax within the following targeted response times, regarding Errors that Customer reports to ALLIANCE during the

Support Times. For purposes of this Agreement, a "response" means ALLIANCE's acknowledgment of a reported Error, and does not necessarily mean that a resolution will be achieved in the response.

**ERROR PRIORITIES AND RESPONSE TIMES:**

Priority	Failure Description	Response
1	Fatal: Licensed Software not operational.	Immediate Escalation
2	Severe Impact (functionality disabled): Errors that result in a lack of Licensed Software functionality or that cause intermittent system failure.	4 Hours
3	Degraded Operations: Errors that cause non-critical Licensed Software features consistently to malfunction.	4 Hours
4	Minimal Impact: Errors that cause attributes and/or optional modules of Licensed Software not to operate in accordance with specifications.	Next scheduled maintenance

**3.5 Limitations on ALLIANCE's Support Obligations**

Notwithstanding anything to the contrary elsewhere in this Agreement, ALLIANCE will have no obligation to provide any support services to Customer if:

- (a) Such support relates to or involves any products, data, features, devices, or equipment not provided by ALLIANCE;
- (b) Customer or a third party has altered or modified any portion of the Licensed Software in any manner without the prior written consent of ALLIANCE;
- (c) Customer has not installed or used the Licensed Software in accordance with instructions provided by ALLIANCE, including failure to follow implementation procedures;
- (d) Customer has failed to replace earlier versions of the Licensed Software with Enhancements provided to Customer;
- (e) A party other than ALLIANCE (or a party authorized by ALLIANCE) has serviced the Licensed Software and the Licensed Software no longer conforms to its specifications; or
- (f) Customer is not in full compliance with the other terms of this Agreement, the terms of the License Agreement, or any other agreement between ALLIANCE and Customer, pertaining to the services provided by ALLIANCE pursuant to this agreement.

**3.6 Hardware**

ALLIANCE's support obligations under this Agreement shall not include computer hardware, computer network, electrical, telephone, interconnection, or the installation or repair of accessories, alterations, parts or devices not furnished by ALLIANCE.

**4. CUSTOMER'S OBLIGATIONS**

**4.1 Access**

During the Initial Support Term or any Renewal Support Term, Customer will provide ALLIANCE with reasonable access (via remote telecommunications or on-site access at Customer's premises) to Customer's copies of the Licensed Software to the extent necessary, in ALLIANCE's discretion, to enable ALLIANCE to meet its support obligations as set forth in this Agreement.

**4.2 Communications Link**

During the Agreement, Customer, at its sole expense, will provide access via the Internet. ALLIANCE shall be entitled to use this Internet connection in discharging its responsibilities under this Agreement. ALLIANCE shall

have no liability to Customer if ALLIANCE's ability to render support is impaired by Customer's inability to provide telecommunications functionality required for remote support.

#### **4.3 Support Contact**

Customer shall designate one employee and one alternate (that may be changed at the customer's discretion) as its "Support Contacts" to be generally available during the Support Times to confer with ALLIANCE regarding Errors and other support-related issues. Customer's Support Contacts are identified in Schedule 1. Customer shall notify ALLIANCE immediately of any changes in the persons designated as Support Contacts. ALLIANCE will provide technical support only to Customer's Support Contacts. If Customer requires ALLIANCE to provide technical support to Customer's employees, representatives, or consultants other than Customer's Support Contacts, ALLIANCE may, upon notification to the Customer, charge additional fees for such support at its sole discretion.

#### **4.3 Language**

Customer shall communicate with ALLIANCE in English only.

### **5. FEES AND CHARGES**

#### **5.1 General Fees and Charges**

Customer shall pay ALLIANCE the fees and charges for the Support Plan as set forth in the Statement of Work as invoiced by ALLIANCE. ALLIANCE may make reasonable adjustments to fees and charges at the beginning of any Renewal Support Term.

#### **5.2 Miscellaneous Items**

Customer shall bear all costs associated with procuring, installing, and maintaining all equipment, telephone lines, and communications interfaces necessary for Customer to obtain ALLIANCE support services.

#### **5.3 Payment Procedures**

At the start of the Initial Support Term and on an annual basis 60 days prior to any Renewal Support Term, ALLIANCE will invoice Customer for all fees and charges incurred by Customer pursuant to this Agreement. Renewal Support Terms will be invoiced at the then-current rates for the Support Plan currently in effect as of the renewal date. Customer shall pay all invoiced amounts in U.S. dollars within fifteen (15) days of the date of invoice. Any payments for Renewal Support Term fees made more than 30 days after invoice date will be subject to incur interest at 1.5% per month until the fees are paid in full.

### **6. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

#### **6.1 Warranty**

The support services under this Agreement will be provided in a workman-like manner by individuals who are knowledgeable in the operation of the Licensed Software. All software bug fixes, work-arounds, Error corrections and Enhancements are provided on an "AS IS" basis. This software support agreement does not augment or alter the warranties provided under the Licensed Software's license or purchase agreements, or any other agreements between Customer and ALLIANCE.

#### **6.2 Disclaimer**

Except as provided in Section 6.1, ALLIANCE expressly disclaims all other warranties related to the Licensed Software or services provided under this Agreement, whether express or implied, including (without limitation) any warranty of merchantability or fitness for a particular purpose. ALLIANCE does not warrant that all Errors will be corrected. ALLIANCE shall have no liability to Customer for any liability or damage sustained by Customer as a result of any claim or action brought or asserted against Customer by any third party.

#### **6.3 Maximum Liability**

In no event shall ALLIANCE's cumulative liability for any claim arising in connection with this Agreement exceed the amount of the total fees and charges paid to ALLIANCE for Support Services by Customer during the six (6) months preceding any such claim.

**6.4 Consequential Damages**

REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL ALLIANCE BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, EVEN IF ALLIANCE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

**6.5 Indemnification**

To the extent permitted by Florida law, Customer shall indemnify and hold harmless ALLIANCE, its respective employees, officers, directors, shareholders and agents (collectively, the "Indemnitee") against any and all losses, costs (including court costs and reasonable attorneys' fees), damages, settlements, suits, actions, expenses, liabilities, and claims sustained by the Indemnitee arising out of or resulting from any material breach by Customer of the terms and conditions of this Agreement.

**7. TERM AND TERMINATION**

**7.1 Term**

This Agreement will commence on the Effective Date and continue in effect during the Initial Support Term. This Agreement will automatically renew for successive, one (1) year Renewal Support Terms unless terminated by either ALLIANCE or Customer in accordance with this section, subject to Customer's payment of the applicable fee pursuant to Section 5 above.

**SCHEDULE 1**

**B. Support Contact**

The Customer's Support Contact (as required by Section 4.3), and his/her address, phone number, fax number, and e-mail address at Customer's location are as follows:

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ St. \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Alternate Support Contact:


Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ St. \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**ALLIANCE RENEWABLE TECHNOLOGIES, INC.:**

BY(sign):  \_\_\_\_\_

Print Name: Alex Griffith \_\_\_\_\_

Title: Vice President \_\_\_\_\_

Date: 10/1/2024 \_\_\_\_\_

**CUSTOMER:**

Name of Customer: Madison County MS Chancery Clerk

BY(sign):  \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Chancery Clerk \_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

Support Agreement Addendum:

Monthly Maintenance Pricing for Fiscal Year 2024-2025:

<u>Product:</u>	<u>FY 2023-2024</u>	<u>FY 2024-2025</u>
Land Records System	\$1,218.00	\$1,308.00
Tax Sale Import and Linking	\$ 250.00	\$ 262.00