

Delta Computer Systems, Inc.

A Harris Local Government Company

925 Tommy Munro Dr. Ste.C

Biloxi, MS 39532 Phone : (228) 388-7688 Fax: (228) 388-7689

Computer Software Support Agreement ADDENDUM

For: MADISON COUNTY-MS CHANCERY CLERK

MS45

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2025 These charges will be billed on 9/15/2025 due for payment 10/ 1/2025.

TO: MADISON CO BRD OF SUPERVISORS ATTN: ACCOUNTS PAYABLE P.O. BOX 608

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MS 39046



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Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change. Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

Unless terminated earlier in accordance with the terms hereof, this contract shall commence on the Commencement Date and shall continue for a duration of one (1) year (the 'Initial Term'). After the Initial Term, this contract shall automatically renew for successive one (1) year periods (each a 'Renewal Term') subject to Delta's then-current pricing unless either party provides written notice to the other party of its intention not to renew within ninety (90) days of the end of the then-current term. The initial term and each Renewal Term shall collectively be referred to as "Term". Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is hinding on the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

This agreement is binding on, the parties hereto and the	If successors, and to Seller
Agreed thisday of	
MADISON COUNTY	
Client Name	
Client Signature	·
Printed Name	<u></u>
Accepted: Delta Computer Systems, Inc. 925 Tommy Munro Dr.	

Client shall use Delta's prescribed reporting procedures to outline software problems.

Biloxi, MS 39532