

# ID Group, Inc.

## SOFTWARE SERVICE AGREEMENT PROPOSAL

280 Trace Colony Park Dr. Ridgeland, MS 39157  
 P: 601-982-2651 F: 601-982-2653

Date: 8/4/2015

**Bill To: Madison County E911**  
 Attention: Butch Hammock  
 P O Box 608  
 Canton, MS 39046

**Customer: Madison County E911**  
 Attention: Butch Hammock  
 125 West North Street  
 Canton, MS 39046

Account No	Payment Terms	Due Date	Renewal Total	Status		
MCECM0	Net 15 days	9/17/2015	\$1,320.00	Proposed/Pending Payment		
Contract Number	Contact	P.O. Number	Start Date	Exp. Date	Contract Amount	
26126	Butch Hammock		9/18/2015	9/17/2016	\$1,320.00	
Remarks						

**Detail:**

**Equipment included under this contract**

Software	Serial Number	Base Adj.	Location
BadgePass Event Manager Software	828000005	\$495.00	Madison County E911
BadgePass Asset Manager Software	828000005	\$495.00	125 West North Street
Mobile IS Web - Single Concurrent License	828000005	\$230.00	Canton, MS 39046
JANAM ID Handheld	060620242141301534	\$100.00	
		\$1,320.00	

**INCLUDED SERVICES:**

\* ID Group, Inc. agrees to provide support for telephone calls for service and remote support (if applicable) at no additional cost. (See terms and conditions)

\*ID Group, Inc. agrees to provide to the customer any new release enhancements to the software, including updates, upgrades and revisions. In addition to these services, ID Group, Inc. agrees to provide the appropriate patches, updates, and code changes to repair any identified "bugs" or defects in the software to the customer.

\*\*This agreement does not include on-site service.\*\*

**AUTHORIZED SIGNATURE:** \_\_\_\_\_  
**NAME: (PRINTED)** \_\_\_\_\_  
**PO NUMBER (IF APPLICABLE):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Renewal Subtotal:	\$1,320.00
Tax	\$0.00
Credit	\$0.00
Balance Due:	\$1,320.00

*Lynda Finch*

Date: 8/4/2015

CUSTOMER AND ID GROUP, INC. UNDERSTAND AND AGREE THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT. **BOTH PARTIES UNDERSTAND THIS CONTRACT IS NOT VALID UNTIL PAYMENT IS RECEIVED.**

**Customer Responsibility:**

- \* Remote access to system for diagnostics & efficient support (VPN/RDP Preferred)
- \* Maintenance of any support software infrastructure (Windows, SQL, Net, etc.)

**Terms and Conditions:**

- 1 ID Group's Inc.'s Software Upgrade Agreement includes calls for telephone support, remote support (if applicable) and software updates and updates (including revisions), limited to 30 minutes per occurrence. This agreement does not include on-site service.
- 2 ID Group, Inc. agrees to provide the appropriate patches, updates, and code changes to repair any identified "bugs" or defects in the software. The customer is responsible for the installation of the replacement software. In the event, ID Group, Inc. service is required to support the installation of the replacement software (updates, upgrades, revisions and other changes) in excess of the 30 minutes allotment, the customer will be charged labor at ID Group, Inc.'s current rate (one hour minimum).
- 3 This agreement does not cover services as a result of fire, water, storm, negligence, miscellaneous mischief, misuse, power failures, current fluctuations, lightning surges, general "acts of God". unauthorized modification, computer viruses, or damages to the integrity of the system caused by site personnel or other third party systems. Specifications changes, alterations or addition of attachments may require a change in maintenance charges.
- 4 Hardware service is not included in this agreement, including but not limited to re-installation due to customer provided hardware failure or replacement.
- 5 Any hardware services needed will be provided at established rates and will be rendered during ID Group, Inc.'s regular business hours (Monday - Friday, 8:00a.m. -5:00 p.m.)
- 6 Service, when and if available after ID Group, Inc.'s regular business hours (Saturdays, Sundays, and holidays) upon approval, the rate shall be charged at one and one-half times the current hourly rates for labor and travel, plus expenses, and in addition to any charges paid by customer hereunder.
- 7 Support of software not supplied by ID Group, Inc. is not covered under the terms of this agreement. This includes operating systems and databases such as "Windows", "Windows Server", "Micro software SQL", "Microsoft Access" or others.
- 8 ID Group, Inc. shall not be liable of the loss of use of any of the items in the Covered Product(s) or for any loss or damage occasioned by such loss of use or by any failure of any software/hardware to perform properly. ID Group, Inc.'s obligations shall be limited to the repair or replacement of any defective part of the covered products without charge.
- 9 This agreement will not automatically renew. This agreement will be renewed upon acceptance of the contract by the customer each year. The rates shall be adjusted for any renewal term to ID Group, Inc.'s current rates. Each party shall have the right to terminate this agreement in the event of default by the other party, in addition to all other rights and remedies arising from such default, upon thirty (30) days written notice to the other party.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

ID GROUP, INC. SHALL NOT BE LIABLE IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING, AND WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSES LOSS OF INCOME WHILE MACHINES/SOFTWARE ARE OUT OF ORDER.

IN CASE OF ANY BREACH OF THIS WARRANTY, ID GROUP, INC'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART WITHOUT CHARGE.

**Agreement is not valid until paid in full.**

rev 10/2013