



PremierPro Support and Maintenance Agreement

This PremierPro Support and Maintenance Agreement (this "Agreement") is entered effective as of the Service Date (as set forth in Exhibit A to this Agreement), by and between Selectron Technologies, Inc., an Oregon corporation and its successors and assigns (collectively, "Company") and Pinellas County, Florida, ("Customer").

Upon the terms and conditions of this Agreement and for the fees specified in this Agreement, Company will provide to Customer support and maintenance for the Products, as outlined below and set forth in Exhibit A to this Agreement, for the Term of the Agreement (defined below).

1. Initial Term:

The initial term of this Agreement shall commence upon Contract Execution Date (as that term is defined in Exhibit A), with respect to purchase of the Company product(s) to which this Agreement relates (the "Products"), and shall continue for a period of 12 months (the "Initial Term"). A list of the Products is attached as Exhibit A to this Agreement.

2. Renewal:

a) This Agreement will automatically renew for successive terms of one (1) year each (each, a "Renewal Term") unless either party gives written notice of non-renewal at least thirty (30) days before the end of the Initial Term or then-current Renewal Term. The Initial Term and all Renewal Terms shall be collectively referred to in this Agreement as the "Term".

b) The Customer shall maintain continuous coverage of its support contracts in order to be eligible for telephone support, and other services provided hereunder. If Customer provides notice of its intent not to renew the Agreement for any given Renewal Term, under Section 2(a), and Customer later decides to reinstate support services, the Customer must pay all fees that would otherwise have been paid had this Agreement been renewed without interruption.

3. Termination:

This Agreement may be terminated by either party at any time and for any reason upon ninety (90) days' prior written notice to the other party. Upon termination of this Agreement by either party and for any reason, Customer shall immediately pay all amounts then due to Company, but Customer shall not be responsible for paying subsequent fees due for the remainder of the then-current Initial Term or Renewal Term. In the event sufficient budgeted funds are not available in a new Customer fiscal period, Customer shall notify Company of the occurrence and may terminate this Agreement effective as of the date stated in such notice without penalty or expense.

4. Fees:

The Customer shall pay Company the service fee set forth in Exhibit A to this Agreement, for the support and maintenance services described in Section 5 of this Agreement (the "PremierPro Support").

5. Support and Maintenance:

The PremierPro Support includes:

- a. Telephone support for general use questions during normal business hours (6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday)*
- b. Use of Company's toll free number for PremierPro Support inquiries
- c. On-Line technical diagnostic support
- d. Software correction updates that are made generally available to Company's customers
- e. 24 Hours, 7 days per week, 365 days per year support for emergency (system down or inoperable) calls
- f. Development work necessary to support standard version updates to Customer's host database (i.e. land management software, utility billing software) and back-end database. This requires two (2) weeks' notice prior to planned system update in order to accommodate scheduling of resources. Please contact support@STIgov.com to schedule.
- g. Quarterly Proactive System Review. Company will perform, on a quarterly basis, the following system diagnostics and create a history file and notify the primary Customer contact with the results of these actions:
 1. Assess the current machine resources including memory, processor, and disk-space utilization
 2. Examine log files including error logs to identify any anomalous entries
 3. Apply current validated software updates to the operating system, device drivers, and database server software.
- h. 'Out-of-cycle' critical updates. Updates that meet these criteria are intended to cure failures that

might be likely to cause hardware damage, system unavailability, data corruption, or severe data vulnerability.

*Non-emergency calls made after normal business hours will be billed at an hourly rate of 1.5 times the current day labor rate, with a two hour minimum charge.

6. Support Services:

This Agreement does not include, and the fee set forth in Exhibit A to this Agreement does not cover, support services relating to the following items:

- a) Any support or maintenance services relating to Products that have been altered or modified by anyone other than Company or a third party on Company's behalf.
- b) Hardware replacement or software errors as a result of causes beyond Company's reasonable control.
- c) Version upgrades of host or backend database software.
- d) Direct support for the required application program interface either purchased or procured as part of the integrated solution.
- e) Enhancements, replacements, or modifications to current Product versions performed at the Customer's request and not intended to resolve a product failure.
- f) Services, support, and configuration of passive fail-over server (unless expressly purchased and listed in Exhibit A to this Agreement).

Upon Customer's request, Company may, in its discretion, agree to provide one or more of the above-listed services in this Section 6, at Company's then-current published hourly rates or for a fixed fee. If Customer's payments under this Agreement for PremierPro Support provided under Section 5 are current upon Customer's request for services described in this Section 6, and Company agrees to provide services described in this Section 6, Customer will receive preferred rates for both standard and after-hours services.

7. Hardware Maintenance:

Company, at its sole discretion, may use new or refurbished parts for the repair of any Company-provided hardware in connection with performance of PremierPro Support or services provided under Section 6 of this Agreement.

8. Customer Preventative Maintenance:

Customer shall perform all necessary preventative maintenance as outlined in Company's Administrative Guide, which may be updated from time to time by Company. Notwithstanding anything to the contrary in this Agreement, if Customer's failure to perform the required preventative maintenance is determined, in Company's reasonable discretion, to be the cause of any support call, Customer will be billed for the support call and the services required to service the Product, at Company's then-current hourly rate.

9. Response Times:

Non-emergency support calls will be responded to within one (1) business day, however most calls are handled within two (2) hours of receipt. For PremierPro Support calls made during non-business hours, an answering service takes all support calls. Calls that are placed as an emergency (system down or inoperable) will be dispatched to the on-call support staff for response within four (4) hours. Non-emergency calls will be directed to support personnel, and will be responded to the next business day.

10. Customer Contacts:

Three (3) customer support contacts are allowed. Additional contacts may be added at any time for an additional \$500.00 per contact per Initial Term or then-current Renewal Term. Only Customer's customer support contacts may contact Company for support services.

Customer's customer support contacts are as set forth on Exhibit A to this Agreement. Customer may change its customer support contacts upon thirty (30) days' written notice to Company.

11. Representations and Warranties; Warranty Disclaimer:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PREMIERPRO SUPPORT SERVICES AND OTHER SERVICES PROVIDED HEREUNDER, AND ALL ASSOCIATED PRODUCTS, ARE PROVIDED TO CUSTOMER "AS IS" AND AS AVAILABLE, AND COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. This warranty disclaimer is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company is authorized to modify this warranty disclaimer, or to make any warranties, whether orally, in writing, or otherwise.

12. Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE PRODUCTS, AND/OR THE PREMIERPRO SUPPORT OR OTHER SERVICES PROVIDED OR CONTEMPLATED UNDER THIS AGREEMENT. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS, AND THE PREMIERPRO SUPPORT OR OTHER SERVICES PROVIDED OR CONTEMPLATED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO COMPANY HEREUNDER IN THE TWELVE- (12-) MONTH

PERIOD IMMEDIATELY PRECEDING THE ACTION THAT GAVE RISE TO THE CLAIM. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. MINIMUM INSURANCE REQUIREMENTS STILL APPLY TO THIS AGREEMENT, PER CUSTOMER'S INSURANCE REQUIREMENTS AS STATED IN EXHIBIT B, AND NOTHING STATED HERIN WILL LIMIT THE AVAILABILITY OF THE INSURANCE UP TO THE POLICY LIMIT.

13. Network Security Disclaimer:

13.1 Internet Security.

Company's Products may include software that connects to the Internet. The software is designed to operate within Customer's secure network environment, and the software does not provide any mechanism for security or privacy. Specifically, the software relies fully on Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding (i) the security or privacy of Customer's network environment; or (ii) any third-party technologies' or services' ability to meet Customer's security or privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

13.2 Remote Access Security.

In order to enable code development, and Customer support and maintenance of the Products, Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControllIT, or other industry standard remote access software. It may also be provided through a Customer solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

13.3 Section Intentionally Left Blank

14. Government Contracts:

14.1 In the event that Company shall perform Services under this Agreement in connection with any government contract or in which Customer may be the prime contractor or subcontractor for a government contract, Company agrees to abide by all laws, rules, and regulations relating to said government contract; provided that Customer

provides a copy of the contract to Company prior to execution of this Agreement.

14.2 Company advises that, to the extent allowed by law, the resultant contract terms and pricing may be extended to other State of Florida jurisdictions, public entities, political subdivisions and government cooperative purchasing group(s) whose processing requirements, applications, specifications and standards coincide with the processing requirements, applications, specifications and standards herewith. The extension of this contract to any entity is at the sole discretion of Company. A qualified entity choosing to join this contract shall execute a separate contract with the specifications, pricing, terms and rights provided herewith, directly between the entity and Company, and shall commit a separate purchase order and pay for supplies and services by means of their individual accounting and purchasing departments. Any processing requirements, applications, specifications and/or standards not covered herewith will be developed and priced separately, based on the entity's additional requirements and specifications, and appended to the new resultant contract. The entity shall deal directly with Company concerning the placement of orders, invoicing, contractual disputes and all other matters. Failure to extend this contract to any entity shall have no effect on the consideration of Company's current bids or agreements.

15. Severability:

If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Sections 12 will remain in effect notwithstanding the unenforceability of any provision in Section 11.

16. Force Majeure:

Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the reasonable control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay, to mitigate the harm or damage caused by such delay, and to resume performance as soon as possible.

17. Independent Contractor Relationship:

Company's relationship with Customer will be that of an independent Contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Customer is not an agent of Company and is not authorized to make any representation, contract, or commitment on behalf of Company, or to bind Company in any way. Company is not

an agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer, or to bind Customer in any way. Company will not be entitled to any of the benefits, which Customer may make available to its employees, such as group insurance, profit sharing or retirement benefits.

18. Governing Law; Jurisdiction:

This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in Pinellas County, Florida. Nothing stated in the documents comprising this Agreement shall limit the parties' obligations to comply with Florida laws governing public records.

19. Notice:

All notices, consents, and other communications under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever is sooner. Either party may change its address by giving notice of the new address to the other party.

20. This Section Intentionally Left

21. Survival.

Sections 3, 11.3, 12, 13-24 and the rights and obligations therein will survive expiration or early termination of this Agreement.

22. Waiver:

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

23. Authority:

Any person executing this Agreement in a representative capacity in so signing this Agreement acknowledges his or

her authority to do so and his or her authority to bind the entity on whose behalf the Agreement is signed.

24. Entire Agreement:

This Agreement and the attached Exhibit(s), which are incorporated into and made a part of this Agreement by this reference, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will not modify the terms and conditions of this Agreement or have any force or effect.

25. Counterparts:

This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

[Signature Page Follows]

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

Selectron Technologies, Inc.

By: Todd A. Johnston

Signed: 

Title: President

Date: 4/5/17

Address: 12323 66th Avenue

Portland, OR 97223

Customer:

By: _____

Signed: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM

By: 

Office of the County Attorney

EXHIBIT A

Pricing

Future Service Fee Estimates (for Renewal Terms following the Initial Term of this Agreement):

Item	Dates covered	Amount	Payment Due Date
VoicePermits	May 1, 2017 to April 30, 2018	Included	Included
VoicePermits	May 1, 2018 to April 30, 2019	\$12,519.81	April 15, 2018
VoicePermits	May 1, 2019 to April 30, 2020	\$13,145.00	April 15, 2019
VoicePermits	May 1, 2020 to April 30, 2021	\$13,800.00	April 15, 2020
VoicePermits	May 1, 2021 to April 30, 2022	\$14,490.00	April 15, 2021
VoicePermits	May 1, 2022 to April, 2023	\$15,215.00	April 15, 2022

Notes:

- Contract Execution Date is defined as the earlier of the Customer document signature date or Customer Purchase Order date for purchased product. If no dates are identified by Customer, Company signature date will then be identified as the effective date.
- The above coverage dates will be adjusted to reflect actual Contract Execution Date.
- Future service fee amounts in the table above for Renewal Terms are estimates, which may be increased or decreased. The future service fee estimates do not include increases to reflect additional functionality purchased.
- Future service fee estimates for Renewal Terms are not a guarantee that Company will agree to automatic renewal of this Agreement, and future service fee estimates shall not affect Company's right to provide notice of non-renewal under Section 2 of the Agreement.

Products and Licenses for which Company will Provide PremierPro Support

SIN 132-33		
Part #	Description	Quantity
VP-BADV	<p>VoicePermits Base Application (4-Ports with Advanced Server)</p> <p>Virtual Server Deployment - Server Specifications: Intel Quad-Core Processor, 16GB RAM, RAID 5 drives, Microsoft Windows Server 2012 R2 64 bit, EXSi 5.1 or Newer</p> <p>Included Functionality: Schedule Inspections, Cancel Inspections, Obtain Inspection Results, Post Inspection Results, Permit Based Messaging, Speak Site Address, Professional English Voice Recordings, Host Upgrade to Accela Civic Platform, Test Server with 1 Voice Port, Payments*</p>	1
IVR-IP-4	<p>Additional Production Voice Ports VoIP (4-Ports)</p>	1

Customer Support Contacts

Company Name: _____

Address: _____

City: _____ State: ____ Zip: _____

Contact: _____ Email _____ Telephone: _____

Contact: _____ Email _____ Telephone: _____

Contact: _____ Email _____ Telephone: _____

Group Email for all three contacts: _____

Exhibit B – Pinellas County Insurance Requirements

The Contracted vendor shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor receipt of notice of award, the Contractor shall provide the County with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the county until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.

Exhibit B – Pinellas County Insurance Requirements

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits	
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000

(C) Business Automobile or Trucker's/Garage Liability Insurance (**applicable if onsite only**) covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Per Accident	\$1,000,000

(D) Cyber Risk Liability (Technology Errors & Omission, Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses Breach Response/Event Management Expense coverage sublimit can be no less than 50% of the aggregate with at least minimum limits as follows:

Limits	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Exhibit B – Pinellas County Insurance Requirements

If Claims-Made Coverage is provided, policy must remain in place for a period no less than 12 months after the contract/completion date of this contract.

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

(E) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.