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Software / Hardware Maintenance Agreement RENEWAL

Peelle TECHNOLOGIES

Document and Data Management Solutions

197 East Hamilton Avenue
Campbell, CA 95008
Phone: 800.233.5006 Fax: 408.866.4803

Send Invoices To:

Client: City of Milpitas
Attn: David Bialczak
Address: 1265 N. Milpitas Blvd.
City, State, Zip: Milpitas, CA 95035
Phone: (408) 586-2707

Software / Hardware Location:

Client: City of Milpitas
Attn: David Bialczak
Address: 1265 N. Milpitas Blvd.
City, State, Zip: Milpitas, CA 95035
Phone: (408) 586-2707

Customer ID	Salesperson	Purchase Order #	Invoice #
CM6288	Jim Detrick		

Qty.	Product Description	Service Level	Start Date	End Date	Unit Cost	Ext. Cost
35	EMC Documentum AX/WX Concurrent Connection (Live System Licenses)	Monday – Friday 8:00am to 5:00pm PST	6/29/2010	6/28/2011	$289.00	$10,115.00
1	EMC Documentum AX/WX Concurrent Connection (PAWS System License)	Monday – Friday 8:00am to 5:00pm PST	6/29/2010	6/28/2011	$571.00	$571.00
1	EMC Documentum Web Access – Public Access License (50 – 74 License Tier)	Monday – Friday 8:00am to 5:00pm PST	6/29/2010	6/28/2011	$5,700.00	$5,700.00
1	EMC Documentum OCR Server	Monday – Friday 8:00am to 5:00pm PST	6/29/2010	6/28/2011	$381.00	$381.00
1	EMC Documentum ProIndex Full Text Server	Monday – Friday 8:00am to 5:00pm PST	6/29/2010	6/28/2011	$571.00	$571.00
2	EMC Documentum ProIndex Full Text Client	Monday – Friday 8:00am to 5:00pm PST	6/29/2010	6/28/2011	$38.00	$76.00
1	EMC Documentum Media Distribution Perpetual License	Monday – Friday 8:00am to 5:00pm PST	6/29/2010	6/28/2011	$571.00	$571.00
3	Kofax Image Products Ascent Capture (25K image/month volume license)	Monday – Friday 8:00am to 5:00pm PST	6/29/2010	6/28/2011	$1,142.00	$3,426.00

Continued

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Customer ID	Salesperson	Customer PO #	Peelle Invoice #
CM6288	Jim Detrick		

Qty.	Product Description	Service Level	Start Date	End Date	Unit Cost	Ext. Cost
1	Fujitsu fi-4220C Document Scanner S/N: 607369	Monday – Friday 8:00am 5:00pm PST	6/29/2010	6/28/2011	$159.00	$159.00
2	Fujitsu fi-5750C VRS Document Scanner S/N: 010447, 010441	Monday – Friday 8:00am 5:00pm PST	6/29/2010	6/28/2011	$1,195.00	$2,390.00
Notes: The annual maintenance/support costs for the EMC Documentum and Kofax software products include all software updates. On-site software support will be billed at the rate of $175.00 per hour, portal to portal, with a two-hour minimum charge.					**Total:**	$23,960.00

Please acknowledge your acceptance with a signed copy of the Maintenance Agreement and your purchase order. Faxed copies are acceptable and may be faxed directly to the Contract Administration Department at 408.866.4803.

Renee Moore / Contract Administrator 5/18/10

Authorized Peelle Representative / Title Date

Authorized Client Representative / Title Date

AGREEMENT TERMS AND CONDITIONS

Included are the Terms and Conditions under which Peelle Technologies, Inc. (hereafter referred to as Peelle) will provide software and/or hardware maintenance/support services for the products listed within this Software/Hardware Maintenance Agreement (hereafter referred to as Agreement).

1) Software Maintenance/Support Services: Peelle will supply the following software maintenance/support services:

(a) Peelle shall provide all necessary telephone support for reporting and resolving problems with the software products covered by this Agreement, and shall be available to receive notification by the Customer of any software problem. The Customer must provide adequate information and documentation to enable Peelle to recreate the reported problem. If it is determined that there is no problem with the software products, Peelle will so inform the Customer and, in such case, Peelle reserves the right to charge the Customer for the services provided at Peelle's then current standard rates plus reasonable associated expenses. Notwithstanding the provisions of this section, Peelle makes no warranties that the maintenance/support provided hereunder will be successful in resolving any problems or in diagnosing faults.
(b) All software releases/updates made available by the software manufacturer during the term of this Agreement.

Service is available by calling 800-233-5006 or via the Internet at support@peelletech.com. Unless otherwise specified on page two (2) of this Agreement, Peelle agrees to use reasonable efforts to respond to the Customer's service request within four (4) hours of receipt of notification. In the first instance, Peelle shall attempt to diagnose the reported problem via telephone, e-mail and/or remote access and, if considered appropriate, shall attempt to resolve the reported problem by requesting that the Customer perform any required/standard operational maintenance or simple adjustments which the Customer can reasonably be expected to conduct. If the reported problem is not resolved via telephone, e-mail and/or remote access, Peelle shall arrange for a system engineer to visit the Customer's site during Peelle's normal business hours, which are defined as the hours between 8:00 a.m. and 5:00 p.m. PST, Monday through Friday (excluding Peelle company holidays). On-site service will be provided at Peelle's then current standard rates plus reasonable associated expenses.

2) Hardware Maintenance/Support Services: Peelle will supply the following hardware maintenance/support services:

(a) All parts, labor and materials necessary to maintain products covered by this Agreement.

Service is available by calling 800-233-5006 or via the Internet at support@peelletech.com. Unless otherwise specified on page two (2) of this Agreement, Peelle agrees to use reasonable efforts to respond to the Customer's service request within twenty-four (24) hours of receipt of notification and services will be performed during Peelle's normal business hours. Normal business hours are defined as the hours between 8:00 a.m. and 5:00 p.m. PST, Monday through Friday (excluding Peelle company holidays).

3) Charges: Customer will pay all applicable taxes and the amount shown within thirty (30) days. Interest payment of 1.5% compounded monthly shall be added to those invoices not paid within thirty (30) days of invoiced date.

4) Customer Responsibility: Customer is responsible for:

(a) Notifying Peelle in advance of any material changes to the supported system's components, including, but not limited to, the system's network, server/workstation hardware, operating system or security configuration.
(b) Having a valid backup of data at all times to maintain original operating system, data and application software.
(c) Promptly notifying Peelle of any need for service and making product(s) available to Peelle engineers.
(d) Running diagnostic tests on all non-supported system components (network, server/workstation hardware, operating system or security configuration) before having a product serviced under this Agreement.

5) Limitations of Service: Maintenance/support services provided under this Agreement do not include:

(a) Cost of bringing product(s) to operational status prior to placing them under maintenance.
(b) Costs related to the off or on-site implementation (including, but not limited to installation, configuration and training services) of software updates made available by the software manufacturer during the term of this Agreement.
(c) Costs related to the resolution of software problems caused by unapproved changes to the supported system's network, server/workstation hardware, operating system or security configuration.
(d) Repair of damage caused by; accidents, natural disaster, improper use, damage during transportation/relocation by Customer, work performed on software/hardware by personnel other than Peelle employees/subcontractors, causes beyond Peelle's control.
(e) Furnishing consumable supplies or accessories as specified by the manufacturer.
(f) Hardware with missing or altered serial numbers.
(g) Repair of damage or increase in service time caused by the use of the product for purpose other than for which it was designed or beyond the manufacturer's specifications.

If services are required due to the above causes, Peelle will provide services at Peelle's then current standard service rates.

6) Renewal: This Agreement shall be in effect beginning on the Start Date as noted on page one (1). Thereafter, this Agreement shall automatically renew under the same terms and conditions for successive twelve (12) month terms.

7) Cancellation: Customer may terminate this agreement for any reason with thirty (30) days written notice prior to the renewal anniversary date. Peelle may terminate this Agreement at any time for any reason with thirty (30) days written notice. Peelle will issue a prorated credit for any remaining prepaid agreement coverage.

8) Rate Changes: The maintenance/support rates stated within this Agreement will not change during the effective dates specified for this Agreement. All rates are adjustable after the Agreement expiration date. All charges are due and payable in advance of the Agreement Start Date.

9) Entire Agreement: Customer acknowledges that he/she has read this Agreement, understands it and agrees to be bound by Peelle's terms and conditions. Further, Customer acknowledges that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposal or prior agreement, oral or written.

10) Limitation of Liability: Customer must provide Peelle with notice of claims of damage, improper service, or lawsuit within thirty (30) days of service. Peelle will only be liable for the amount of the payment which has already been paid to Peelle for the service in question.