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**Software / Hardware
Maintenance Agreement
RENEWAL**

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

Client ID	Account Manager	Client P.O. #	Peelle 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	6/29/2011	6/28/2012	\$289.00	\$10,115.00
1	EMC Documentum AX/WX Concurrent Connection (PAWS System License)	Monday – Friday 8:00am to 5:00pm PST	6/29/2011	6/28/2012	\$571.00	\$571.00
1	EMC Documentum Web Access – Public Access License (50 – 74 License Tier)	Monday – Friday 8:00am to 5:00pm PST	6/29/2011	6/28/2012	\$5,700.00	\$5,700.00
1	EMC Documentum OCR Server	Monday – Friday 8:00am to 5:00pm PST	6/29/2011	6/28/2012	\$381.00	\$381.00
1	EMC Documentum ProIndex Full Text Server	Monday – Friday 8:00am to 5:00pm PST	6/29/2011	6/28/2012	\$571.00	\$571.00
2	EMC Documentum ProIndex Full Text Client	Monday – Friday 8:00am to 5:00pm PST	6/29/2011	6/28/2012	\$38.00	\$76.00
1	EMC Documentum Media Distribution Perpetual License	Monday – Friday 8:00am to 5:00pm PST	6/29/2011	6/28/2012	\$571.00	\$571.00
3	Kofax Image Products Ascent Capture (25K image/month volume license)	Monday – Friday 8:00am to 5:00pm PST	6/29/2011	6/28/2012	\$1,142.00	\$3,426.00

Continued



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Qty.	Product Description	Service Level	Start Date	End Date	Unit Cost	Ext. Cost
2	Fujitsu fi-5750C VRS Document Scanner S/N: 010447, 010441	Monday – Friday 8:00am 5:00pm PST	6/29/2011	6/28/2012	\$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: \$23,801.00

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 05/27/11

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 Client of any software problem. The Client 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 Client and, in such case, Peelle reserves the right to charge the Client 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 Client'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 Client perform any required/standard operational maintenance or simple adjustments which the Client 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 Client'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).

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 Client'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: Peelle will invoice Client for the total software/hardware maintenance/support services cost, including any applicable taxes. Client agrees to remit complete payment for the invoice in advance of the stated Agreement Start Date. An interest payment of 1.5% compounded monthly and any applicable software maintenance reinstatement fees imposed by the software manufacturer shall be added to those invoices not paid by the stated software maintenance Start Date.

4) Client Responsibility: Client 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 Client, 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 pages one (1) and two (2) of this Agreement and continue through the End Date as noted on pages one (1) and two (2), unless sooner terminated as provided in Section 7 of this Agreement. Thereafter, this Agreement shall automatically renew under the same terms and conditions for successive twelve (12) month terms.

7) Termination: Client may terminate this Agreement for any reason with sixty (60) days written notice prior to the renewal anniversary date. Client may also terminate this Agreement if any material agreement or obligation contained or referred to in the Agreement has been breached by Peelle, provided that Client has given Peelle notice of such breach and there has been a failure to cure such breach, if curable, within thirty (30) days after receipt of such notice. Unless such breach has been cured, termination shall be effective thirty (30) days after receipt of such notice, and shall be without prejudice to any other right or remedy to which Client may be entitled either at law, in equity, or otherwise, including, without limitation, under this Agreement. Peelle may terminate this Agreement at any time for any reason with sixty (60) days written notice. Upon terminating the Agreement, Peelle will issue a prorated refund of any remaining prepaid Agreement coverage. The refund amount will be for the Peelle technical support component only and will not include prepaid, non-refundable maintenance/support fees paid to the software manufacturer(s) or third-party hardware service provider(s).

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 for maintenance/support coverage periods after the contract expiration date.

9) Limitation of Liability: Client must provide Peelle with notice of claims of damage, improper service, or lawsuit within thirty (30) days of service. Peelle shall not be liable for performance delays or for nonperformance due to causes beyond its reasonable control. For any material breach of this Agreement by Peelle, Client's remedy and Peelle's liability shall be limited to a refund of related maintenance/support fees paid during the period of breach, up to a maximum of twelve (12) months. The remedies provided herein are Client's sole and exclusive remedies. In no event will Peelle be liable for special, punitive, incidental, or consequential damages, whether based in contract, tort, or otherwise, including, without limitation, claims for loss or corruption of data or lost profit.

10) Entire Agreement: Client acknowledges that he/she has read this Agreement, understands it and agrees to be bound by Peelle's terms and conditions. Further, Client acknowledges that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written. This Agreement may not be modified or amended except by written instrument duly executed by the parties.

11) Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.

12) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.