

11-08-D2146



**Communications & Security Systems**

360 Turtle Creek Court, San Jose, CA 95125  
Tel: (408) 298-5400 Fax: (408) 882-4401  
CA Contractor's License #534534

**Software Support Agreement AMAG Standard Support**

RFI Communications & Security Systems (hereinafter "RFI") agrees to provide, and Mountain House CSD ("CUSTOMER") agrees to purchase coverage for the services listed on Attachment A in accordance with the terms and conditions of this Agreement.

The terms and conditions (including Attachments A & B) are incorporated in and made part of this Agreement. No change, alteration, or amendment of the terms and conditions of this Agreement is authorized or effective, unless it has been agreed to in writing by authorized agents of RFI and Customer. No course of dealing, or other conduct, or custom shall constitute an amendment to the terms hereof, or after, or vary the terms of this Agreement.

**SOFTWARE SUPPORT AGREEMENT** ..... **Total Charge per annum \$ 3521.00**

Commencement Date of Service: July 1, 2013  
Anniversary Date of Agreement: June 30, 2014  
Plan Charge: \$ 3521.00 (Annually in Advance) Net 30 \_\_\_\_\_ (Initial)  
System Location: 230 Sterling Drive & 579 Wicklund Crossing Mountain House, CA 95391

**CUSTOMER (Billing Address):**

Company: Mountain House Community Services District  
Address: 230 Sterling Drive  
City: Mountain House State: CA Zip: 95391  
Attention: Harpal Singh  
Phone #: 209-831-2300

**Accepted by:**

**CUSTOMER:**  
**Mountain House Community Services District**  
By:   
Authorized Signature  
Janice McClintock  
Print Name  
Title: General Manager  
Date: 7-1-2013

**RFI Communications & Security Systems**  
By:   
Authorized Signature  
Anjanette Brennan  
Print Name  
Title: Service Program Representative  
Date: 7/1/2013

## TERMS AND CONDITIONS

### 1. COVERAGE

A. RFI will provide to Customer service coverage, under the terms and conditions of this Agreement.

### 2. TERM AND TERMINATION

A. This Agreement is effective from the commencement date (shown on the face of this Agreement), and shall remain in force for a term of one year. Either party may terminate this Agreement by providing the other party with written notice thirty (30) days in advance of an anniversary date.

### 3. PLANS AND CHARGES

**Software Protection Plan:** This plan includes costs associated with the annual AMAG Software Support Agreement referenced in Attachment B.

**Preferred Labor Rate:**

This agreement provides you with a twenty percent (20%) discount off RFI's established standard labor rates for service labor outside of this scope. See Attachment A for breakdown of labor categories and associated rates.

**SMP - SERVICE MANGEMENT PORTAL:**

This Agreement includes enrollment in RFI's SMP – Service Management Portal (Online Management Tools). This program provides access to your customer information using a standard Web browser for the purpose of entering service calls, checking status and generating reports. For those customers also utilizing our Central Station Monitoring services, event history, and the ability to place systems on test are available as well.

### 4. PRICE CHANGE

~~For any prices quoted to Customer under this Agreement, RFI reserves the right to modify the prices any time after this Agreement has been in effect for a period of one (1) year and upon ninety (90) days prior with written notice to Customer. Any type of equipment or service not covered by this Agreement may be added to this Agreement at RFI's then current published rates or at such rates as may be mutually agreed upon.~~

### 5. TAXES

In addition to the charges due under this Agreement, Customer shall pay or reimburse RFI any taxes or charges resulting from this Agreement, excluding net income taxes, which are levied by a taxing authority based on Customer's ownership or use of the equipment.

**6. BREACH OR DEFAULT**

- A. If Customer does not promptly pay amount due hereunder, materially breaches this Agreement, becomes insolvent, or makes an assignment for the benefit of creditors, then in addition to damages or any other remedies provided by law:
- (1) RFI may refuse to continue servicing the equipment or may furnish service on a C.O.D. "Per-Call" basis at RFI's then Prevailing Time and Materials rate; and
  - (2) Customer shall pay RFI's costs and expenses of collection, including reasonable attorney's fees.
- B. RFI reserves the right to terminate or refuse service when, in RFI's opinion, site conditions represent a hazard to the safety or health of any RFI employee. Customer shall be immediately informed whenever such a condition exists.

**7. LIMITATION OF LIABILITY**

- A. ~~In no event will RFI be liable for: (i) special, indirect or consequential damages, or (ii) any damages whatsoever resulting from loss of use, data or profits, arising out of or in connection with this Agreement or the use or performance of RFI products, whether in an action of contract or tort, including negligence.~~ RFI's liability for injury to Customer personnel shall be limited to direct actual damage caused by RFI. RFI's liability for any failure or delay in performance shall be limited to the monthly maintenance charge associated with any piece of equipment and at no time shall RFI be liable for any failure or delay in performance due in whole or in part to any cause beyond the control of RFI. RFI shall be liable for any loss, damage, or destruction of Customer equipment in its possession except as may be caused by Customer, its customers, or common carrier. Such loss will be limited to the current fair market value of that equipment.
- B. No action, whether in contract or tort including negligence, arising out of or in connection with the performance of services under this Agreement may be brought by either party more than three (3) months after the cause of action accrues except that an action for non-payment may be brought by RFI at any time within the applicable Statute of Limitations time period.

**8. EXCLUSIONS**

- A. Re-programming or reloading of the system and/or the client database for computer-based systems.
- B. Computer Hardware and the installed Operating System are excluded from this contract.
- C. RFI labor is not included in this Software Protection Plan.

**9. GENERAL**

- A. This Agreement shall be binding when accepted by RFI, and shall be governed by the laws of the State of California.
- B. This Agreement may not be assigned by either party without the written consent of the other.
- C. RFI may subcontract any or all of the work to be performed by it under this Agreement subject to the prior written approval of Customer, but shall retain responsibility for the work subcontracted.
- D. This Agreement and Attachment (A & B) constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations and communications, oral or written, between the parties with respect to the subject matter hereof, and no deviation from these terms and conditions shall be binding unless in writing and signed by the party against whom enforcement is sought.

- E. If equipment has been altered or repaired by others in any way that, in the opinion of RFI, affects the reliability or detracts from the performance of the equipment, or if the equipment has been subject to misuse through negligence or otherwise, RFI shall have the right to terminate this contract in whole or part, and its obligation to provide service hereunder shall terminate accordingly.
- F. Any provision of this contract that may be invalid or illegal in any State shall fall by itself in that State, but shall in no way be held to invalidate any remaining provision otherwise not invalid or illegal. Any provision of this contract that may be unenforceable on a particular state of facts shall remain enforceable in other factual situations to the extent permitted by law.

## ATTACHMENT A

### Standard Time And Material Service Labor Rates

	<u>Service Technician</u> (Per Hour)	<u>Systems Analyst</u> (Per Hour)
Monday - Friday, 8:00 am to 4:30 pm (local time)*	\$120.00	\$150.00
Monday - Friday, 4:30 pm to 8:00 am **	\$180.00	\$225.00
Saturday **	\$180.00	\$225.00
Sunday **	\$240.00	\$300.00
RFI Holidays **	\$240.00	\$300.00

\*1-hour minimum plus \$75.00 Trip Charge. Charges are billed in ½ hour increments for all subsequent time.

\*\* 2-hour minimum plus \$75.00 Trip Charge. Charges are billed in ½ hour increments for all subsequent time.

### TIME AND MATERIAL LABOR RATES (ALL SERVICE PLANS) \*Applies to Mtn. House CSD\*

	<u>Service Technician</u> (Per Hour)	<u>Systems Analyst</u> (Per Hour)
Monday - Friday, 8:00 am to 4:30 pm (local time)*	\$96.00	\$120.00
Monday - Friday, 4:30 pm to 8:00 am **	\$144.00	\$180.00
Saturday **	\$144.00	\$180.00
Sunday **	\$192.00	\$240.00
RFI Holidays **	\$192.00	\$240.00

\*1-hour minimum plus \$75.00 Trip Charge. Charges are billed in ½ hour increments for all subsequent time.

\*\* 2-hour minimum plus \$75.00 Trip Charge. Charges are billed in ½ hour increments for all subsequent time.

#### RFI HOLIDAYS

1. New Years Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving
7. Day after Thanksgiving
8. Christmas Day

## ATTACHMENT B

Annual AMAG Software Support Agreement as follows:

**PRO32 V6 – Admin Building**

**PRO64 V6.2 – Water Treatment Plant**

The Software Support Agreement ensures that the access control system software remains current with the latest enhancements and is supported by AMAG Technology. Phone support is provided between 8:00 AM and 5:00 PM Pacific Time.

The following is an itemized description of the features and benefits of the Standard Protection Plan:

- **Telephone Technical Support is provided between 8:00 AM and 5:00 PM Pacific Time**
- **Free Upgrades of Professional 56 Reader & above Enterprise and Global Edition Software**
- **Free Database Conversion Utility – each upgrade requires that the Database be converted from the old version to the new. This may be a multi step process. A database conversion utility is available to provide the files and support necessary to convert the database.**

### Lapsed or Expired Protection Plan and/or Warranties

A customer whose warranty has expired and has elected not to subscribe to a Support Plan, or has let a subscription lapse, and subsequently wishes to reinstate software maintenance, may do so only upon payment of a reinstatement fee.

### Support Policy

All support calls for products not under Warranty or Software Support are subject to T&M charges or will be directed to purchase a SSA. Services not included under this agreement will be provided on a time and material basis to customers with current Software Protection Plans. Coverage excludes any new hardware required as a result of software version upgrades.

### RFI Annual System Check-up:

One annual System Check-up will be performed on your Access Control System to include the following services:

- Verify and Document Version of Software Packages Used
- Examine System Logs and Audit Files for Potential Problems.
- Check Hardware Resources
  - Hard Drive Space
  - Memory Allocation
- Examine Back-up Procedures
- Verify Back-up Integrity and Media
  
- Examine Network Utilization
- Examine Network Security
  - User Password Strength
  - Administrator Password Strength
  - Disable Unnecessary Services that Compromise Network Security.
  
- Examine System Database
  - Check Database Logs
  - Verify Data Integrity
- Verify Video Storage Retention and Quality
  - Does it Meet Customer Requirements