

ESTABLISHED 1939

April 15, 2016

Ms. Joanne Mendola
Kenmore-Town of Tonawanda
Union Free School Dist.
1500 Colvin Blvd. – Administrative Building
Buffalo, NY 14223

Dear Joanne:

The maintenance agreement KENTONS04 and KENTONS05 for your document management system, expires on June 30, 2016. Please confirm this renewal by forwarding a purchase order. If a purchase order is not being used, please sign below and return to my attention. Please refer to the enclosed agreement and attachment for terms, as well as the hardware and/or software covered by the agreement.

Either a purchase order or this signed page must be received prior to your renewal date. **FAILURE TO MEET THE DEADLINE WILL RESULT IN A SIGNIFICANT PENALTY** should you wish to renew after that date. This penalty is imposed by the software vendor and is non-negotiable.

If you have any questions do not hesitate to call. I look forward to hearing from you.

Signature

Date

Name

Title

Sincerely,

A handwritten signature in cursive script that reads "Susan Generoso".

Susan Generoso
Administrative Assistant
sgeneroso@biels.com



Software Support Agreement - updated
No. KENTONS04 – EXHIBIT A
No. KENTONS05 – EXHIBIT A
6/30/16– 6/29/17

Important Renewal Termination Policy changes

Our suppliers have announced changes to the Renewal Termination Policy that are effective as of April 1, 2015.

Reinstatement Fees will now be applied upon the expiration date of each maintenance renewal. This means that the 10% fee will be added immediately after expiration.

There will be **No Exceptions** to this new rule.

Covered Software

<u>MODEL</u>	<u>VERSION</u>	<u>DESCRIPTION</u>	<u>SERIAL/KEY #</u>	<u>PRICE</u>
<u>Special Education Brenda Chmura (04)</u>				
Documentum	6.5	AppIXtender Server (AX-WX)	5 user	\$2,834.00
Documentum	6.5	Image Capture (ScanXtender)		\$105.00
Documentum	6.5	DiskXtender for Windows Files Sys Mgr Svr (shared)	NOT RENEWING	
Documentum	6.5	DiskXtender for Windows (shared)	500 GB-NOT RENEWING	
Documentum	6.5	ApplicationXtender	10 users	\$3,180.00
AnyDoc	5.04	ExchangeIT (shared)	Key #19073	\$231.00
AnyDoc	5.04	Job Manager (shared)	Key #28806	\$1,041.00
EMC Captiva		QuickScan	Level 2	\$236.00
EMC Captiva		QuickScan	Level 3	\$403.00
EMC	6.5	ApplicationXtender Core Package	5 user	\$1,575.00
Updated Sub Total Special Ed				\$9,605.00

Payroll – Ron Moser (05)

Documentum	6.5	ApplXtender Server (AX-WX)	3 user	\$1,743.00
Documentum	6.5	DiskXtender for Windows Files Sys Mgr Svr (shared)	NOT RENEWING	
Documentum	6.5	DiskXtender for Windows (shared)	500 GB- NOT RENEWING	
AnyDoc	5.04	Full Processing Station	Key #36243	\$1,068.00
AnyDoc	5.04	ExchangEIT (shared)	Key #19073	\$231.00
AnyDoc	5.04	Job Manager (shared)	Key #28806	\$1,041.00
EMC Captiva		QuickScan	Level 2	\$236.00

Updated Sub Total Payroll \$ **4,319.00**

TOTAL CONTRACT PRICE IF RENEWED PRIOR TO 6/30/16 **\$13,924.00***

*Plus tax if applicable

Software Support Agreement

6/30/16– 6/29/17

KENTONS04

KENTONS05

The following document describes a Maintenance and Support Agreement between:

**Biel's Information Technology Systems Corporation
1201 Indian Church Road
Buffalo, New York 14224-1383**

Hereafter referred to as the "Dealer" and:

**Ken-Ton Schools
1500 Colvin Blvd., Administrative Bldg.
Buffalo, NY 14223**

Hereafter referred to as the "Customer".

(A.) SCOPE OF COVERAGE

1. Support consists of the following:

a) Telephone, VPN (Internet) and on-site* Support calls.

*please refer to the procedure section of paragraph F.

2. The Annual Maintenance charge specified is based upon the System (defined as all software sold to the Customer by the Dealer as described in the statement of work) being used during normal business hours (8:30 AM – 5:00 PM) with VPN access. If VPN access is not provided Dealer reserves the right to adjust the Support charge accordingly and/or bill the Customer at the Dealer's current hourly rate.

3. Subject to the last sentence of this paragraph A (3), all Support services provided by the Dealer that are not covered by this Agreement will be billed to Customer at Dealer's then current hourly rate. The current rates are \$185.00 per hour for the first hour. Additional hours are billed in 15 minute increments. There is a one-hour minimum for all on-site visits. A block of 8 hours may be purchased for \$1,250.00 payable in advance. Rates are in effect Monday through Friday 8:30 AM to 5:00 PM. Off hour rates are \$500.00 call charge and \$225.00 per hour with a one hour minimum. Off hour rates are in effect Monday through Friday 5:00 PM to 8:30 AM, all day Saturday and Sunday.

4. The Customer understands and agrees that proper operation of the System included in this Agreement is dependent on the Customer having a properly configured computer and operating system, a compatible data/image format conforming to commonly accepted industry standards, properly connected and compatible input

cables, and adherence to normal system maintenance guidelines. End users and system administrators need to be Windows trained.

5. Customer agrees to perform both regular computer and System backups.
6. Support does not include customization, application design/setup, training or programming. If furnished, the foregoing items will be invoiced at the Dealer's then current rates as described in paragraph A(3) for such services.
7. Software Support does not include modifications to the System, preparations or packing for the purpose of moving the System or Support requested or performed outside the Dealer's regular business hours. If furnished, the foregoing items will be invoiced at the Dealer's then current rates as described in paragraph A(3) for such services.
8. Existing or Customer supplied Software/Hardware (computers required to run the system as described in the statement of work) must be in good working condition on the commencement date of this Agreement and throughout the Agreement period. Dealer Service or Support required to place the Hardware in such condition will be invoiced to Customer at the rates specified in paragraph three.
9. Software Support Agreement commences with installation or serialization of the product.

(B.) SITE MAINTENANCE, POWER REQUIREMENTS, ENVIRONMENT

1. By acceptance of this Agreement, the Customer agrees not to move, disconnect or alter the configuration/components of the System without prior consent from the Dealer. This includes not changing the system date and time. Changing the system date and/or time, and the implications it may have on the installed software covered under this Agreement, will result in a chargeable support call, if assistance is required.
2. If an Uninterruptable Power Supply ("UPS") is used with this System, Customer is responsible for monitoring the status indicators on the UPS and notifying the Dealer if service is required.
3. Customer will maintain a reasonably clean, stable-operating environment for the System, free of excessive humidity, dust, dirt and any other environmental concerns that could have an adverse effect on the System components and performance.
4. Customer agrees to provide and maintain at the Customer's expense, VPN access. This access is essential to provide support services; if it is not provided Dealer reserves the right to charge at the rate described in paragraph A(3) as well as for any additional expenses incurred.

(C.) CUSTOMER NOTIFICATION PROCEDURES

1. In the event of a System malfunction, the Customer shall document whenever possible any error messages or codes generated by the Hardware or Software of the System.
2. Once the Customer has determined that System support is necessary from the Dealer, Customer will call Dealer and request System support. The Customer will need to provide the Contract Number, a detailed description of the problem, as well as what activities were being performed prior to the malfunction, and what, if any, corrective action was taken by the Customer.
3. In response to a request for System support from the Customer, Dealer may, at its sole discretion, elect to initially respond with telephone and/or VPN support in order to effect repairs to the System.
4. In response to a request for System support from the Customer, Dealer may, at its sole discretion, repair a defective item or elect to replace an item with a similar component having like features and capabilities. In the event of component replacement, all defective items become the property of the Dealer.

(D.) SPECIFIC EXCLUSIONS

The following items are specifically excluded from this Agreement, and the responsibility for performing these functions rests solely with the Customer:

1. **HARD DISK MAINTENANCE:** Disk surface test and integrity analysis; Disk defragmentation; Virus scanning and protection.
2. **FLOPPY DRIVE, CD DRIVE, DVD DRIVE and TAPE DRIVE MAINTENANCE:** Head Cleaning; Head Cleaning Kit.
3. **DATABASE INTEGRITY:** Routine database or index file rebuilds; database restoration from backup source.
4. **BACKUP OF DATA, IMAGES, PROGRAMS, SYSTEM FILES:** Performing regular backups to tape, floppy or optical, as applicable; Testing the integrity of the backup media and data/images, as well as the Systems ability to restore data from backup source; Proper, safe storage of the backup media.
5. This Agreement does not cover data entry or recovery, database editing or recovery, image recovery, or index rebuilds.
6. This Agreement does not cover service, repairs, parts or travel necessary because of accident, misuse, abuse, neglect, theft, vandalism, electrical power failure or fluctuation, strikes, alteration, fire, water or other casualty, acts or omissions in performance by non-Dealer personnel; malfunctions of parts, attachments or programs not supplied and installed by the Dealer; aging, obsolete or incompatible Hardware or Software not supplied and installed by Dealer; the use of inferior or incompatible parts or supplies as determined by the Dealer; unauthorized

modification; or other conditions beyond Dealer's control are not covered by this Agreement, and will be billed to Customer at prices in effect at the time.

7. This Agreement does not cover media, including but not limited to: optical disks, CD's, floppy disks, tapes, consumable supply items, lamps, screens, mirrors, glass, motors, drums or developer.
8. This Agreement does not include the services of a technical support representative outside of Dealer's normal business hours. Those services will be billed to Customer at Dealer's off hour rates described in paragraph A(3).
9. This Agreement does not include the services of a technical support representative for re-installation of the software due to an upgrade of the Windows Operating System and/or the replacement of the associated Hardware, regardless of the reason. Any re-installation required will be billed to Customer at the current support rate listed in paragraph A (3).

(E.) GENERAL

1. Approximately 30 days prior to expiration Dealer will offer the option to renew to Customer. Failure to accept by the expiration date will result in cancellation of this Agreement. Acceptance of the renewal after the expiration date will result in reinstatement charges.
2. This Agreement is not assignable and may be canceled by Dealer upon written notice to the Customer if the System is sold or leased to another entity.
3. This Agreement constitutes the entire agreement between the parties herein with respect to the subject matter hereof, and no representation, either written or oral, will be of any force or effect unless specifically set forth in this Agreement. No amendment or waiver of the terms of this Agreement may be made except in writing.
4. Neither party will be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climactic condition, or other reason of a like or dissimilar nature beyond its control. In no event will either party be liable for loss of profits or special, indirect or consequential damages arising from use of, or inability to use, Software, Hardware or related Documentation. No action relating to obligations herein may be brought by either party more than one year after the cause of action has occurred.
5. The offering of this Agreement, in and of itself is no guarantee that the System is suitable for the Customer's purposes, or whether the System will achieve the Customer's intended results.
6. Dealer's liability in case of non-performance herein will be limited to the Annual Maintenance Charge specified in the Exhibits section.

(F.) PROCEDURES

1. Annual Maintenance: Entitles the Customer to contact a trained technical support representative with questions regarding Dealer's System. Dealer's courteous support team may be reached on the phone between 8:30AM and 5:00PM ET, or by fax. Dealer's personnel will access client systems VPN for remote control.
2. Support Services: When contacting the Dealer's technical support department, please be sure to have the following: company name, the product in question, the product version Customer is using or the hardware serial and 5-digit equipment number.

8:30AM and 5:00PM ET, Monday - Friday.
Toll Free: (800) 722-2435
Local: (716) 675-2121
Fax: (716) 675-8627
Email Address: Will be provided

3. Days and Hours of Coverage: This Software Support Agreement covers service during Dealer's normal working hours, 8:30 a.m. to 5:00 p.m. local time, Monday through Friday; unless an Extended Hours option is purchased. Coverage on National Holidays (New Year's, Easter, Memorial, Independence, Labor, Thanksgiving and Christmas Day) is not included in Dealer's normal working hours. Extended coverage can be purchased for these holidays at the following rates:

Call Charge \$600.00
Hourly Charge \$275.00

4. Response Time: Phone Response: Dealer's objective is to provide telephone response to support calls as follows

<u>Type of Problem</u>	<u>Response Time</u>
System down situations and problems critically impacting operations	Within 2 hours
Problems not critical to operations	Within 4 hours
General information inquiries	Within 8 hours

5. Remote Access: Support Technicians can connect directly to Customer's system, via remote access, allowing for support delays to be minimized. - *Biels recommends TeamViewer, and will assist in the install and setup, at no charge. Any other remote*

access products are acceptable; however Biels time to assist in the setup of these will be debited from your block of hours.

On-Site Support: If on-site support is required the technician will set up a designated time agreed upon by the Dealer and the Customer.

Software Upgrades: Dealer will contact Customer to notify it of the availability of new releases of software. New releases will include new features, as well as new listings of third party product compatibility, including but not limited to operating systems and Hardware. The new features may at times also include modification of previous version features such as operating systems that are no longer supported under the new release. At that time it will be the Customer's responsibility to upgrade its environment to meet the needs of the new release, as specified. New releases are included in this agreement. Dealer shall provide reasonable assistance to help Customer install new releases. Dealer cannot guarantee support for older software versions that have been declared as non-supported versions by the software developer (as defined in the statement of work).

6. **Remote Support:** Dealer requires that every Customer allow VPN access to the system for technical assistance. It also serves as a learning process since the end user sees all functions as they occur.
7. **System Maintenance:** While Dealer can assist Customer with any question relating to Dealer's software products, proper system maintenance by the user can greatly improve system reliability and performance. General system maintenance should include database maintenance and back-ups, hardware preventative maintenance and version updates of third party software with any application service packs. If Customer is unsure of the suggested maintenance for its system, Customer must contact its system provider.

(G.) WARRANTY:

Dealer represents and warrants that the services provided under this Agreement will be performed in a workmanlike manner in accordance with industry standards.

Software Support Agreement


KENTONS04 KENTONS05

Effective Dates: June 30, 2016 through June 29, 2017

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first set forth above.

**Biel's Information Technology
Systems Corporation**

Ken-Ton Schools


(Signature)

(Signature)

Susan Generoso
(Typed or Printed Name)

(Typed or Printed Name)

Administrative Assistant
(Title)

(Title)

Date: 4-15-16

Date: _____

Dealer Address and Support Number:

**Biel's Information Technology Systems Corporation
1201 Indian Church Road
Buffalo, New York 14224-1383**

(800) 722-2435