



HOV Services, Inc., an Exela Technologies Company

Support and Maintenance Agreement

September 18, 2018

ADAMS COUNTY
450 S. 4TH AVENUE
BRIGHTON, CO 80601
Attn: ERIN BRIM

**** Notice of Renewal ****

Dear HOV Services Customer,

It is that time of year to remind you that the Support and Maintenance Agreement for your document imaging / management products is due to expire on **September 14, 2018**. In order for these products to sustain a high level of quality performance and utilization for your organization, we strongly recommend that you renew this agreement for an additional term to avoid a lapse in support coverage.

Please sign the enclosed agreement and provide your purchase order number and return to our Service Administration Department at the address below. Once we receive the signed agreement, you will be invoiced for the amount shown on the contract, plus any applicable tax.

We hope that the performance of these products and HOV Services's support has met your expectations, and as always, we appreciate your business.

If you have any questions or comments, feel free to call me Monday through Friday 9:00AM to 5:00PM.

Sincerely,

HOV Services, Inc. Service Administration
9659 N. Sam Houston Parkway East, Suite 150, Box # 170
Humble, TX 77396

Support and Maintenance Agreement

9/18/2018

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Customer: Adams County Clerk & Recorder

Installation Location

ADAMS COUNTY
ADAMS COUNTY CLERK & RECORDER
4430 S. ADAMS COUNTY PKWY SUITE E2400
BRIGHTON, CO 80601

Description

Agreement #: 41909CONSVR
Type: Standard Hardware
Amount: \$11,812.82
Effective: 9/15/2018 through 9/14/2019
Payment Terms: Annual

ERIN BRIM 720 523 6127

Amount shown does not include applicable taxes
See attached Terms and Conditions on page 2

Covered Components

Description	Tag #	Serial #
MINOLTA RP605Z MICROFILM READER PRINTER	9999-18050	368754
MINOLTA MS6000 MKII DIGITAL SCANNER	35565-18050	35018897
MINOLTA MS6000 MKII DIGITAL SCANNER	35564-18050	35018895
MINOLTA MS6000 PC/PRINTER VERSION DIGITAL MICROFILM SCANNER	12568-18050	33008079
MINOLTA MS6000 PC/PRINTER VERSION DIGITAL MICROFILM SCANNER	12567-18050	33007762
MINOLTA MSP2000 SCANNER / PRINTER	11273-18050	32003040
MINOLTA MSP2000 SCANNER / PRINTER	11272-18050	32003035
MINOLTA LENS 9X-16X ZOOM LENS		
UC-2 UNIVERSAL CARRIER (WITH LENS RING)		82015737
MINOLTA RFC15A ROLL FILM CARRIER		
MINOLTA LENS 13X-27X ZOOM LENS		
MINOLTA MSP3000 PRINTER LASER PRINTER		
MINOLTA MSP3000 PRINTER LASER PRINTER		31180660
MINOLTA MARS C4 INTELLIGENT CONTROLLER		
MINOLTA MSP3000 PRINTER LASER PRINTER		
UC-2 UNIVERSAL CARRIER (WITH LENS RING)		82015683
MINOLTA LENS 13X-27X ZOOM LENS		
MINOLTA LENS 13X-27X ZOOM LENS		
MINOLTA WORKSTATION		
MINOLTA UC-2 UNIVERSAL CARRIER		82015540
UC-2 UNIVERSAL CARRIER (WITH LENS RING)		82015730
MINOLTA MARS C4 INTELLIGENT CONTROLLER		
MINOLTA WORKSTATION		
MINOLTA LENS 13X-27X ZOOM LENS		
MINOLTA MSP3000 PRINTER LASER PRINTER		31180254
MINOLTA RFC15A ROLL FILM CARRIER		
MINOLTA UC-2 UNIVERSAL CARRIER		82015544
MINOLTA WORKSTATION		
MINOLTA RFC15A ROLL FILM CARRIER		
MINOLTA RFC15A ROLL FILM CARRIER		
UC-2 UNIVERSAL CARRIER (WITH LENS RING)		82015731
MINOLTA WORKSTATION		
MINOLTA MSP3500 LASER PRINTER		1351000477
MINOLTA MSP3500 LASER PRINTER		1351000465
MINOLTA LENS 9X-16X ZOOM LENS		
MINOLTA FC5 FICHE CARRIER		

Support and Maintenance Agreement

Covered Services

On-Site Support/Labor
Parts
Phone Support

Unlimited Service Calls Allowed

Notes or Considerations

Service Location: 18050

Customer Code: 02851

Your Purchase Order Number:

P.O. Date:

Signature: Stan Martin

Date: 9/18/18

Printed Name: Stan Martin

Title: Clerk

Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.

By signing this Support and Maintenance Agreement or use of the services described above Customer agrees to the Terms and Conditions listed on page 2 attached hereto.

RETURN TO

HOV Services - Service Administration
9659 N. Sam Houston Parkway East, Suite 150, Box # 170
Humble, TX 77396
Fax: 713-957-4858

Signature Amy Raines

Authorized HOV Services Representative

Date

09/15/2018

Ver 2.7

APPROVED AS TO FORM
COUNTY ATTORNEY

[Signature]

9/18/2018

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Terms and Conditions

1. HOV Services, Inc. will provide the customer ("Customer") listed on page one of this Support and Maintenance Agreement ("Agreement") technical support and maintenance services for the covered components (described on page one of this Agreement) subject to the terms and conditions described herein. This Agreement shall cover: support and maintenance service calls requested by Customer except for those specified herein; all labor charges except for those specifically mentioned herein; and parts except for those specifically mentioned herein. HOV Services, Inc. will take prompt corrective action via one or more means specified on page one under covered services deemed necessary to make the covered components perform in accordance with published and documented specifications. Technical support and maintenance is provided during normal business hours Monday through Friday 8:00 AM through 5:00 PM with the exception of HOV Services, Inc. and Customer observed holidays, unless otherwise specified on page one under covered services.

2. HOV Services, Inc. shall diagnose and repair problems relative to the covered components. Customer shall promptly inform HOV Services, Inc. of any problems arising from the use of these components. The disposition of diagnosed and/or reported problems concerning their severity and scheduling for repair, shall be the decision of Customer and HOV Services, Inc.. HOV Services, Inc. shall perform routine preventative maintenance to the covered components on a periodic basis spaced equally throughout the term of this Agreement as identified in the covered services section on page one of this Agreement according to the manufacturer's specifications, and the Customer's usage requirements. This Agreement may also be limited to the number of on-site service calls performed during the term of the Agreement as specified in the covered services section on page one. HOV Services, Inc. shall provide support and maintenance to Customer on a timely basis and in a professional manner.

3. Special Conditions for Service Agreements Covering Equipment and Hardware

3.1 This Agreement does not cover any supply items such as: Starter Toner (developer), Toner, Glass Flats, Glass Cylinders, Paper, Fuser Oil, Bulbs, Ammonia, or any other supply item. HOV Services, Inc. will not be responsible for installing such items or damages incurred by not installing such items as required.

3.2 Standard Hardware Support and Maintenance Agreement. HOV Services, Inc. will provide maintenance according to these terms and conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Consumable items such as: PC Drums, Developer Units, Fuser Rollers, Fuser Units, Imaging Units, Separator pads, pick/feed rollers, or any other part identified by the manufacturer as consumable items shall be replaced by HOV Services, Inc. at the manufacturer's recommended intervals or as needed, and invoiced to Customer at current HOV Services, Inc. pricing.

Premium Hardware Support and Maintenance Agreement. HOV Services, Inc. will provide maintenance according to these terms and conditions providing all labor, parts, and consumable items.

4. Special Conditions Service Agreements Covering Computer Systems and Software

4.1 HOV Services, Inc. will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the covered components listed on page one. Customer is responsible to provide such means of remote connections to the system.

4.2 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and/or supported by HOV Services, Inc. software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.

4.3 HOV Services, Inc. shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services, Inc. actions necessitated by and through the above will be undertaken by HOV Services, Inc. only on the Customer's approval of estimated additional charges and the Customer's agreement to pay the actual charges incurred.

4.4 Premium System Support and Maintenance Agreement. HOV Services, Inc. will make available to the Customer all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this Agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

5. Special Conditions for Service Agreements Covering Wicks and Wilson Scanners

5.1 HOV Services, Inc. will provide maintenance according to these terms and conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Parts identified by the manufacturer as consumable items shall be replaced by HOV Services, Inc. at the manufacturer's recommended intervals or as needed, and invoiced to Customer at current HOV Services, Inc. pricing. Supplies are not covered under this Agreement.

5.2 Unless otherwise noted in the "Notes or Considerations" section on the first page of this Agreement, HOV Services, Inc. will make available to Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided Customer is using the most recent or current release of the software prior to the effective date of this Agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

5.3 HOV Services, Inc. will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV Services, Inc. shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.

5.4 This Agreement only covers travel expenses for Scheduled Preventive Maintenance visits. All travel expense for non-scheduled emergency services will be billed upon completion of repair.

5.5 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and/or supported by HOV Services, Inc. software or data recovery necessitated due to Customer's failure to adhere to backup procedures, failure to maintain and/or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.

5.6 HOV Services, Inc. shall not be responsible for failure to provide maintenance services because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services, Inc. actions necessitated by and through the above will be undertaken by HOV Services, Inc. only on the Customer's approval of estimated additional charges and the Customer's agreement to pay the actual charges incurred.

6. This Agreement does not cover service, parts, components or repairs due to misuse, abuse, neglect, vandalism, mishandling, accident, fire, water, unstable electrical source or other casualty, repairs or service by non-HOV Services, Inc. personnel; parts, components or attachments not supplied by HOV Services, Inc.; or use of supplies, parts, or components not meeting HOV Services, Inc.'s and manufacturer's specifications.

7. This Agreement shall be in effect for the term listed next to "Effective" and "Expiration" dates on page one of this Agreement. Prior to, or upon expiration of this Agreement, Customer shall be notified of the expiration of this Agreement and offered a renewal agreement for a similar time period. Customer must respond to this renewal notice within 15 business days to prevent a lapse in maintenance coverage. HOV Services, Inc. may cancel this Agreement within 30 days of written notice for the following reasons: (1) if the equipment or covered components are moved from the location specified on page one; (2) if the equipment or covered components are sold, leased, or transferred to another party; (3) if the equipment or covered components are operated by any party not authorized by Customer; or (4) any misuse or excessive use of the covered components that is not recommended by HOV Services, Inc. or the manufacturer. This Agreement is based upon the equipment and covered components being operated as designed and for its intended purpose.

8. Payment for the services under this Agreement shall be made in accordance with the accompanying invoice. If payment is not made in accordance with the terms of the invoice, a finance charge equal to the maximum allowable rate by law shall be assessed. Customer shall be invoiced for and agree to pay HOV Services, Inc. any labor or other expenses required for diagnosis, repair, and/or assistance, which is not specified in the Agreement. Customer shall be invoiced for and agree to pay HOV Services, Inc. any additional amount for devices, upgrades, special programs, and services other than those provided to Customer by HOV Services, Inc. under this Agreement. The amount of the maintenance charges under this Agreement are subject to any applicable law or user fee assessed by any federal, state, or local authority. All prices and rates contained in this Agreement are subject to an annual cost of living adjustment beginning in the thirteenth (13th) month after the service commencement date. Thereafter, adjustments shall not occur more than once in a twelve (12)-month period. The amount of any such increase will not exceed the lower of (a) five percent (5%), or (b) the percentage increase in the ECI during the past twelve (12) months. "ECI" shall mean Table 5 of the Employment Cost Index for Total Compensation (not seasonally adjusted), Production, Excluding Incentive Paid Occupations, December 2005 = 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics. No adjustment will be made to prices and rates in the event of a reduction in the ECI index. All price increases will become effective sixty (60) days after Company delivers written notice thereof to Client. At the end of the contract period, HOV Services, Inc. may change prices, terms and conditions for the new contract period due to unforeseen market changes, availability of parts, etc.. Customer shall receive a minimum of 30 days written notice for the renewal of this Agreement. Should any lapse of maintenance coverage occur, HOV Services, Inc. reserves the right to invoice Customer for any time the components were not covered under this Agreement.

9. Each party shall use at least the same standard of care in the protection of Confidential Information of the other party as it uses to protect its own confidential or proprietary information provided that such Confidential Information shall be protected in at least a reasonable manner. For purposes of this Agreement, "Confidential Information" means all confidential or proprietary information and documentation of either party, including the terms of this Agreement. Each party shall use the Confidential Information of the other party only in connection with the purposes of this Agreement, and shall not disclose such Confidential Information except to its employees, subcontractors, or agents who have a "need to know" with respect to such purpose. Each party shall advise its respective employees, subcontractors, or agents of such party's obligations under this Agreement. In the event of subcontractors, or agents who have a "need to know" with respect to such purpose, and all copies thereof made by, the other party shall be returned to the disclosing party or, at the disclosing party's option, the expiration or termination of this Agreement all Confidential Information of a party disclosed to, and all copies thereof made by, the other party shall be returned to the disclosing party or, at the disclosing party's option, erased or destroyed. Confidential Information shall not include information that is: (i) developed by the other party independently as shown by its written business records regularly kept, (ii) rightfully obtained by the other party without restriction from a third party, (iii) publicly available other than through the fault or negligence of the other party, (iv) released by the disclosing party without restriction to anyone, or (v) required to be disclosed by applicable law, or by order or request of any court or government agency, provided that the receiving party, if lawfully permitted to do so, shall promptly give notice to the disclosing party; shall cooperate with the disclosing party in challenging the right to such access; and shall only provide such information as is required by law, such order or a final, non-appealable ruling of a court of proper jurisdiction.

10. EXCEPT AS PROVIDED HEREIN, IN NO EVENT WILL HOV SERVICES, INC.'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO, IN WHOLE OR IN PART, THIS AGREEMENT, OR ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EXCEED IN THE AGGREGATE THE AMOUNT PAID BY CUSTOMER TO HOV SERVICES, INC. UNDER THIS AGREEMENT FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT FOR WHICH DAMAGES ARE CLAIMED. UNDER NO CIRCUMSTANCES WHATSOEVER WILL HOV SERVICES, INC. BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSSES RESULTING FROM BUSINESS INTERRUPTION OR LOSS OF DATA, EVEN IF HOV SERVICES, INC. HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. ANY CLAIMS RELATING TO THIS AGREEMENT SHALL BE BROUGHT WITHIN 1 YEAR AFTER THE PARTY ASSERTING THE CLAIM KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF THE CLAIM. This Agreement constitutes the entire agreement between HOV Services, Inc. and Customer. No amendment or waiver of the terms of this Agreement may be made except by a written agreement signed by both parties. The laws of the State of ~~Illinois~~ will govern this Agreement.

* Along with The standard Terms and conditions of the Adams County purchase order. 93 Colorado