

Board of County Commissioners

EXHIBIT B

State of Florida

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/9/99

Contract/Lease Control #: C99-0284-ISI-09

Bid #: N/A Contract/Lease Type: MAINT AGREEMENT

Award To/Lessee: BUSINESS SYSTEMS & CONSULTANTS

Lessor: _____

Effective Date: 10/1/98

Term: INDEFINITE

Description of Contract/Lease: SOFTWARE MAINTENANCE AND SUPPORT
AGREEMENT, SYSTEM # PS137

Department Manager: DON VALDERHOEK

Department Monitor: DON VALDERHOEK

Monitor's Telephone #: 651-7570

Monitor's FAX #: 651-7576

Date Closed: _____

Software Support Agreement

The following document describes a Maintenance and Support Agreement between:

Business Systems and Consultants, Inc.
113 Little Valley Court
Birmingham, AL 35244

hereafter referred to as the "Dealer" and:

Okaloosa Board of County Commissioners System ID #: PS137
101 E James Lee Blvd Service Location: 101 E James Lee Blvd
Pensacola, FL 32536 Pensacola, FL 32536

hereafter referred to as the "Customer".

(A.) SCOPE OF COVERAGE

1. This Agreement covers those items specifically set forth in Exhibits section of this Agreement. These items will be collectively referred to hereafter as the "System".
2. Software Support consist of the following: a) Telephone or modem Software Support calls during Dealer's regular business hours, Monday through Friday from 8:00am to 4:30pm, holidays excepted. Overtime charges at rates in effect at the time services are provided apply for work performed during time periods other than previously specified for the OTG software ONLY.
3. The Annual Maintenance charge specified in Exhibits section is based upon the System being used 5 days a week for one 8 hour shift. If the System is used for more than 5 days per week or more than one 8 hour shift per day, Dealer reserves the right to adjust the Maintenance charge accordingly.
4. All Support services provided by the Dealer not covered under this Agreement, whether provided in person, by telephone or by modem, will be billed at Dealers rates in effect at the time services are provided.
5. The Customer understands and agrees that proper operation of items 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. If the system to be covered by this agreement

currently is not covered under Dealers maintenance and support agreement, nor covered by Dealers standard warranty, immediately prior to the commencement date of this Agreement, it shall be subject to a chargeable inspection by the Dealer. Dealer shall take such action as may be necessary in its judgement to place system in good operating condition. Customer shall pay for all labor and materials at then current rates.

6. Customer agrees to perform both regular computer and System backups under the guidelines specified in Exhibits section.
7. Software Support does not include customization, application design/setup, or programming. If furnished, the foregoing items will be invoiced at the Dealer's then current rates for such services. Software Support also does not include assistance with basic operating systems such as DOS, Windows, Network operating systems, utility and shareware programs, or desktop applications.
8. Hardware Maintenance is not included for 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 a rate agreed upon by dealer and customer prior to start of services to be performed.
9. Existing or Customer supplied Software 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 equipment in such condition will be invoiced to Customer at rates in effect at the time services are performed.

(B.) SITE MAINTENANCE, POWER REQUIREMENTS, ENVIRONMENT

1. By acceptance of this Agreement, the Customer agrees not to move, disconnect or alter components of the System without prior consent from the Dealer.
2. If an Uninterruptable Power Supply was provided 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 clean, stable operating environment for the System, free of excessive heat, humidity, dust, dirt and any other environmental concerns which could have an adverse effect on the System components and performance.
4. Customer agrees to provide and maintain at the Customer's expense, a dedicated analog Modem line, terminating in an "RJ-11" style female jack, located within 15 (fifteen) feet of the main CPU or an alternate P.C. as designated by the Dealer. This Modem line shall be available for both inbound and outbound calls, and must not require switching through a PBX system nor entry of post-dialing account codes.

(C.) CUSTOMER NOTIFICATION PROCEDURES

1. In the event of a System malfunction, the Customer shall document any error messages or codes generated by the Software of the System. This documentation shall be maintained in a log book to be kept close to the System for easy access by Dealer personnel.
2. Once the Customer has determined that System support is necessary from the Dealer, Customer will call the number listed on the last page of this document, and ask to place a request for System support. The Customer will need to provide the System 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 modem 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/TAPE DRIVE MAINTENANCE:** Head Cleaning; Head Cleaning Kit.
3. **DATABASE INTEGRITY:** Routine database or index file rebuilds as specified in Exhibits section; 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. **NORMAL SYSTEM MAINTENANCE:**
Customer is responsible for:
Cleaning scanner rollers with de-natured alcohol.
Removing paper jams from Scanner and Laser Printer

Refilling toner in Laser printers.

Cleaning Monitors with de-natured alcohol and anti-static wipes.

6. This Agreement does not cover data entry or recovery, database editing or recovery, image recovery, or index rebuilds.
7. Dealer is not obligated to provide service under this Agreement for the purpose of installing Minor Updates or Major Software Releases, or to provide service necessitated by vandalism, theft, misuse, hardware malfunction, neglect, acts of third parties, fire, water, casualty, act of God, mob violence, labor disputes, malfunction of affiliated equipment, unauthorized modification of the software, electrical failure, accidents, or from other causes unrelated to the ordinary operation of the software. This Agreement is void if service is performed on the software by unauthorized individuals, or if attempts are made to modify the software in a manner not set out in the instruction manual or license agreement.
8. This Agreement does not cover Media, including but not limited to: optical disks, CD's, floppy disks, tapes, etc.
9. This Agreement does not cover Supply items, including but not limited to: toner, starter toner, processing chemicals, paper or film.
10. Items not covered under the terms of this agreement include drums, imaging units, cartridges, fuser rollers, primary projection lamps or any glass parts.

(E.) MINOR UPDATES TO SOFTWARE

Dealer shall give customer notice of the availability of Minor Updates. Minor Updates are available to Customer while this Agreement is in force at no charge. Service excluded under the provisions of Paragraph (D.)7 or any necessary training in the use of said Minor Updates will be performed at the request of the Customer and will be billed at the time and material rates then in effect.

(F.) MAJOR SOFTWARE RELEASES

Major software releases may be purchased at a percentage of the current list price. Services excluded under the provisions of Paragraph (D.)7 will be performed at the request of the Customer and will be billed at the time and material rates then in effect.

(G.) GENERAL

This Agreement will automatically renew until canceled in writing by either party 30 days prior to the anniversary of the effective date of this Agreement. Dealer will invoice

Customer for the Maintenance charge of the next 12 (twelve) month period at Dealer's then prevailing rate, and Customer will pay such invoices in accordance with Dealer's terms.

2. This Agreement is not assignable and may be canceled by Dealer upon written notice to the Customer if the System is sold, leased, moved or transferred to another location or 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. Dealer will not be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climatic condition, or other reason of a like or dissimilar nature beyond its control. In no event will Dealer be liable for loss of profits or special, indirect or consequential damages arising from use of, or inability to use, Software, 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 Exhibits section.

EXHIBITS

(1) Items covered under this agreement

See attached invoice for items covered

(2) Annual Maintenance Charge

See attached invoice for annual maintenance charge

(3) Computer and System backups

(A) Data backups

The Customer is urged to perform regular System Backup. The Dealer recommends that a total of 5 (five) backup tapes be used for backing up the System. Each tape must be labeled by day of the week and the backup tape is to be changed daily. The Dealer recommends that all backup tapes are stored in a climate controlled secure dry location, away from dust and magnetic fields. The Dealer also recommends that 2 (two) additional tapes are used for complete weekly System backups. These tapes are to be alternated on a weekly basis and are to be stored off-site.

(B) Optical Disk Backups

The Dealer recommends that the Customers Systems Administrator backs up all optical disks. The disks should be stored in a dust free climate controlled secure dry location.

(4) Routine Database or Index file Rebuild

If the Dealer recommends that a Database or Index file rebuild or a Database restoration is required, the Customer may be requested to perform the rebuild or restoration with the assistance of a Dealer Support person by telephone.

Software Support Agreement

This Software Maintenance agreement was created for Bank of Pensacola and covers only telephone support for the OTG software controlling the images stored within it. If any problems arise from other software or any hardware attached to the System other than the OTG software it will be billed at the normal rate of \$125.00 per hour plus mileage and parts.

Effective Dates: 10-01 1998 through 09-30 1999

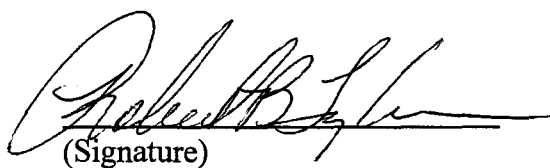
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duty authorized officers effective as of the date first set forth above.

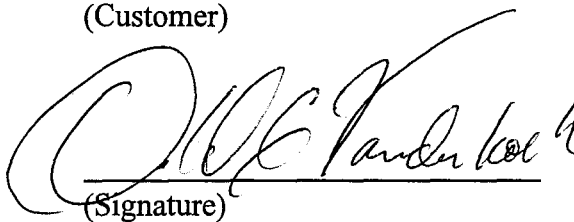
Business Systems and Consultants, Inc.

(Dealer)

Okaloosa Board of County Commissioners

(Customer)


(Signature)

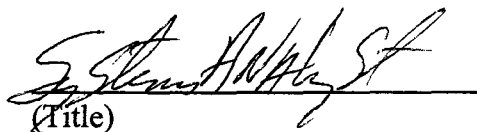

(Signature)

Robert B. Tyler

(Typed or Printed Name)

Donald C. Vanderhoek

(Typed or Printed Name)


(Title)

DIRECTOR, INFORMATION SYSTEMS
(Title)

Date 11 / 02 / 1998

Date 11 / 6 / 98

Dealer Address and Support Number:

Business Systems and Consultants, Inc.
113 Little Valley Court
Birmingham, AL 35244
(205) 988-3300