

FARRAGUT™

SOFTWARE LICENSE AND SUPPORT AGREEMENT

THIS SOFTWARE LICENSE AND SUPPORT AGREEMENT ("**Agreement**") is entered into and effective as of May 1st, 2016, by and between **FARRAGUT SYSTEMS, INC.**, a North Carolina corporation having a place of business in Durham, North Carolina, 27713, ("**FARRAGUT**"), and **GUILFORD COUNTY** ("**CUSTOMER**"), a governmental agency with a mailing address of its executive offices at 301 West Market Street, Greensboro, NC, 27401, and collectively referred to as the "Parties."

This Agreement, including the attached Software License and Support Terms, sets forth the terms of CUSTOMER's license of the Software from FARRAGUT and FARRAGUT's support services to be provided to CUSTOMER. The following Schedules are attached to this Agreement and made a part hereof:

Schedule A Software Description, Licensed Location, and Fees

Schedule B Software Support

Both Parties acknowledge that they have read and understand this Agreement (including all Schedules and Exhibits as applicable) and are entering into this Agreement only on the basis of the terms expressly set forth in this Agreement. Any executed copy of this Agreement made by reliable means (e.g. photocopy or facsimile) is considered an original. The "Effective Date" of this Agreement is May 1, 2016.

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This Contract continues on the following page.)

GUILFORD COUNTY CONTRACT NO. 105347-03/16-250
FARRAGUT SYSTEMS, INC.

Agreed and Accepted:

FARRAGUT SYSTEMS, INC.

GUILFORD COUNTY

By: 

By: _____

Name: Jeff McDonald

Name: Marty K. Lawing

Title: Vice President of Local Gov Solutions

Title: Guilford County Manager

Date: 3-29-2016

Date: _____

ATTEST: Sucheta Jain
Corporate Secretary

ATTEST: _____
Clerk to Board

No corporate seal exists.
(CORPORATE SEAL)

(COUNTY SEAL)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Guilford County Finance Director

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This Contract continues on the following page.)

FARRAGUT SYSTEMS SOFTWARE LICENSE AND SUPPORT TERMS

1. Software License.

1.1 License. Subject to the terms of this Agreement, FARRAGUT grants to CUSTOMER a non-exclusive, non-transferable, perpetual license to use the Software in executable code form only for CUSTOMER's internal business purposes. The Software may be installed only on the Computer(s) or server(s) located at the Licensed Location specified in **Schedule A**, which may only be amended (to specify additional locations as required or for any other reason), by written Contract Amendment executed by the Parties. CUSTOMER may temporarily install the Software on a Computer(s) or server(s) at an alternative location as a disaster recovery site for testing or other similar purposes, provided CUSTOMER promptly provides FARRAGUT written notice of such temporary installation, including the physical address of the alternative location.

1.2 Delivery; Installation and Training. The Software will be deemed accepted by CUSTOMER on the Delivery Date. CUSTOMER will be responsible for installation of the Software and training of its employees unless there is a separate written agreement between CUSTOMER and FARRAGUT providing for installation and/or training by FARRAGUT. Documentation will be in the English language and provided in printable electronic soft copy.

1.3 Protection of Software.

a) CUSTOMER may not, directly or indirectly: (i) cause or permit any reverse engineering, disassembly or de-compilation of the Software, or to otherwise ascertain, derive, and/or appropriate for any reason, the source code, design, architecture, logic or algorithms for the Software; (ii) create derivative works based on the Software; (iii) use the Software for application development purposes or to modify or customize other software; (iv) modify or customize the Software; or (v) assign, transfer, sublicense, time-share, distribute, rent, or grant any rights to the Software or use as a service bureau.

b) CUSTOMER may make up to two copies of the Software for archival, disaster recovery, or backup purposes. Otherwise, CUSTOMER shall not copy or duplicate the Software. All copies of the Software must contain all

of FARRAGUT's proprietary notices and legends (including government restricted rights) as they appear on the copies of the Software provided to CUSTOMER. CUSTOMER shall notify FARRAGUT of the following: (i) the location of all Software and all copies thereof, and (ii) all circumstances known to CUSTOMER regarding any unauthorized possession or use of the Software.

c) Upon termination of this Agreement, CUSTOMER's license will terminate, and CUSTOMER shall immediately discontinue all use of the Software and return to FARRAGUT, and/or destroy (including, without limitation, deleting all electronic copies in a manner that cannot be recovered), at FARRAGUT's option, the Software and all archival, disaster recovery, back-up and other copies thereof, and provide written certification to FARRAGUT of such return and destruction. If there is an expense for such return or destruction, FARRAGUT will pay such expense.

d) CUSTOMER agrees that FARRAGUT and its representatives may, during the term of the Agreement, inspect and/or conduct an audit of the CUSTOMER's computer site, computer systems, and/or equipment and appropriate records of CUSTOMER, in order to verify CUSTOMER's compliance with the terms of the license granted to CUSTOMER by FARRAGUT. FARRAGUT will provide CUSTOMER with at least fifteen (15) calendar days prior written notice of a proposed inspection and/or audit, which will be conducted no more often than once per calendar year, at mutually agreed upon times during CUSTOMER's normal business hours.

1.4 No Transfer of Title. The Software and any and all related algorithms, database structures, reports and screen layouts, and all associated intellectual property rights, are the property of FARRAGUT.

1.5 Limited Rights. CUSTOMER's rights in the Software will be limited to those expressly granted in this Agreement. FARRAGUT reserves all rights and licenses in and to the Software not expressly granted to CUSTOMER under this Agreement.

1.6 Government Users. If CUSTOMER is an

agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software, manuals, or any technical specifications, or any related documentation of any kind, including technical data ("Software and documentation"), is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies. The Software and documentation is commercial computer software and commercial computer software documentation. The use of the Software and documentation is further restricted in accordance with the terms of this Agreement, or any modification thereto.

2. Software Support.

2.1 Scope of Software Support.

FARRAGUT will provide CUSTOMER with support services as set forth in this Section 2 and Schedule B in accordance with FARRAGUT's standard policies, as adopted by FARRAGUT from time to time ("Software Support"). Software Support is subject to CUSTOMER's proper use of the Software, CUSTOMER's cooperation with FARRAGUT as provided in Section 5.4, the Exclusions from Warranty and Support Coverage set forth in Section 3.2, CUSTOMER's payment of the required Annual Support Fees, and CUSTOMER's continued compliance in all material respects with the terms of this Agreement.

2.2 Term of Software Support. Annual Support Fees will be invoiced upon twelve (12) month periods, as further described in Section 4.2. If CUSTOMER does not pay the invoice for the next annual Software Support period, then Software Support will not be renewed. If CUSTOMER elects to purchase Software Support, then CUSTOMER must purchase Software Support with respect to all of the Software licensed by CUSTOMER. All Annual Support Fees are nonrefundable except as expressly provided herein.

2.3 Termination. Either Party may terminate this Agreement for any reason and without penalty by giving the other Party at least ninety (90) days written notice of their intent to terminate. Also, by notifying the other Party in writing at least thirty (30) days before expiration of the Software Support period, a Party may elect to terminate

Software Support for the Software. If this Agreement is terminated, then Software Support also will terminate.

2.4 Modifications. FARRAGUT's Software Support may only be modified upon execution of a written Contract Amendment by the Parties. In no event shall FARRAGUT make any modifications to its Software Support that would materially reduce the level of Software Support that FARRAGUT provides to CUSTOMER hereunder during the then-current term for which CUSTOMER has paid Annual Support Fee.

3. Limited Warranties.

3.1 Software Limited Warranty.

FARRAGUT warrants that during the Warranty Period the Software will perform, during normal and proper use, substantially as described in the specifications set forth in the then-current Documentation accompanying the Software, when the Software has been properly installed. Due to the complex nature of computer software, FARRAGUT does not warrant that the functions contained in the Software or in any Software Maintenance Release will meet the requirements of CUSTOMER or that the operation of the Software, including Software Maintenance Releases, will be uninterrupted or error free. Failure to conform to the warranty must be reported by CUSTOMER to FARRAGUT in writing within the Warranty Period and must be accompanied with sufficient written detail to enable FARRAGUT to reproduce or verify the error and provide a solution or suitable work-around. If the Software does not conform to this warranty and FARRAGUT is properly notified of non-conformance during the Warranty Period, FARRAGUT will make commercially reasonable efforts to provide a remedy or suitable workaround, at no additional charge to CUSTOMER. CUSTOMER acknowledges and agrees that this warranty is contingent upon and subject to CUSTOMER's proper use of the Software in accordance with the then-current Documentation, and the Exclusions from Warranty and Support Coverage set forth in Section 3.2. The remedies set forth in this Section 3.1 are the full extent of CUSTOMER's remedies and FARRAGUT's obligations regarding this warranty.

3.2 Exclusions from Warranty and Support Coverage. The warranties under this Section 3 and Software Support under Section 2 do not cover defects, errors, or malfunctions that are

caused by any external causes, including, but not limited to, any of the following: (a) CUSTOMER's failure to follow operational, support, or storage instructions as set forth in applicable Documentation; (b) the use of non-compatible media, supplies, parts, or components; (c) modification or alteration of the Software or its components, by CUSTOMER or any third party; (d) use of software not supplied or authorized by FARRAGUT; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; including attacks by malicious software such as viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious software routines; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with FARRAGUT's Documentation; (j) use of Software on equipment that is not in good operating condition or defects in CUSTOMER Infrastructure; (k) acts of CUSTOMER, its agents, servants, employees, or any third party; (l) servicing or support by any third party, or without written authorization by FARRAGUT; or (m) Force Majeure. FARRAGUT reserves the right to charge for repairs on a time-and-materials basis at FARRAGUT's then-prevailing rates, plus expenses, and for replacements at FARRAGUT's standard prices caused by these exclusions from warranty and support coverage.

3.3 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE WARRANTIES IN THIS SECTION 3, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT OR IN CONNECTION WITH THE LICENSE, SOFTWARE SUPPORT OR PERFORMANCE OF OTHER SERVICES, AND (B) FARRAGUT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NONINFRINGEMENT FOR ALL SOFTWARE, SOFTWARE SUPPORT AND OTHER SERVICES. THE EXPRESS WARRANTIES EXTEND SOLELY TO CUSTOMER.

4. Fees.

4.1 License Fees. Upon execution of this Agreement, CUSTOMER will pay FARRAGUT the License Fees (the "License Fees") in the amount set forth on **Schedule A**. FARRAGUT will invoice CUSTOMER for the License Fees, and the License Fees are due within 30 days after the date of invoice.

4.2 Annual Support Fees. CUSTOMER will pay FARRAGUT the Annual Support Fee in the amount set forth on **Schedule A** on or before each Anniversary Date of this Agreement and within thirty (30) days of receipt of correct invoice from FARRAGUT. FARRAGUT will use reasonable efforts to invoice CUSTOMER for the Annual Support Fee at least sixty (60) days before the due date.

4.3 Additional Charges. Additional charges may apply for services and products not included in Software Support or for services rendered outside contracted hours or beyond normal coverage at CUSTOMER's request, e.g., travel expenses, premium and minimum charges. Any additional charges must be mutually agreed to in advance by CUSTOMER and FARRAGUT, except for charges resulting from defects in CUSTOMER Infrastructure as given in **Section 2.5(e) of Schedule B**. FARRAGUT will invoice CUSTOMER for additional reasonable charges incurred under this Agreement. Payment is due on these invoices within thirty (30) days after the date of receipt of a correct invoice.

4.4 Payment. Unless otherwise stated herein, CUSTOMER will pay FARRAGUT any fees due under this Agreement within thirty (30) days after receipt of a correct invoice. CUSTOMER shall pay FARRAGUT all amounts due in U.S. dollars. All payments are to be made to FARRAGUT at its office in Durham, North Carolina or to such other location as is designated by FARRAGUT by written notice to CUSTOMER. Unless otherwise expressly set forth in this Agreement, all fees paid or due hereunder by CUSTOMER are non-refundable. If any payments are past due, FARRAGUT may, without waiving any other available rights or remedies, (a) suspend performance under any or all of this Agreement until payments are current, (b) decide not to accept additional SOW's or other orders

from CUSTOMER under other agreements, if any, between CUSTOMER and FARRAGUT, and/or (c) seek collection of all amounts due.

4.5 Taxes and Duties. CUSTOMER shall be responsible for paying all taxes and duties in connection with this Agreement, including taxes paid or payable by FARRAGUT or which FARRAGUT is required to collect, in connection with the products or services provided by FARRAGUT to CUSTOMER hereunder, or arising from CUSTOMER's use, operation or possession of the Software, or any part thereof, but excluding any taxes based upon FARRAGUT's income. This provision does not apply to any taxes for which CUSTOMER is exempt and for which CUSTOMER has furnished FARRAGUT with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. CUSTOMER's Responsibilities.

5.1 Independent Determination. CUSTOMER has independently determined that the Software provided under this Agreement currently meets CUSTOMER's requirements.

5.2 Cooperation.

a) CUSTOMER agrees to cooperate with FARRAGUT and promptly perform CUSTOMER's responsibilities under this Agreement. CUSTOMER will provide timely access to its key personnel and will timely respond to FARRAGUT's questions relating to this Agreement or FARRAGUT's performance under this Agreement.

b) CUSTOMER will, as applicable, (i) provide FARRAGUT adequate, timely, safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information, subject to CUSTOMER's reasonable security rules; (ii) provide adequate working and storage space for use by FARRAGUT personnel near CUSTOMER's hardware, software and systems; (iii) provide FARRAGUT full access to the Software and sufficient computer time; (iv) follow FARRAGUT's procedures for placing warranty and Software Support service requests and determining if warranty or Software Support remedial service is required; (v) follow FARRAGUT's instructions for obtaining support and warranty services; (vi) reproduce suspected defects, errors or malfunctions in Software at the request of FARRAGUT; (vii) provide FARRAGUT

with access to the Software through the internet, VPN or other connection acceptable to FARRAGUT that will permit FARRAGUT to provide warranty and support services remotely; and, (viii) timely make decisions, notify FARRAGUT of relevant issues and information, and grant necessary approvals and/or permissions to FARRAGUT.

5.3 Site Maintenance; Proper Storage. CUSTOMER shall maintain the appropriate operating environment for the Software in accordance with normally accepted industry standards for an office environment. CUSTOMER shall also maintain all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning and all other equipment and utilities necessary for the Software to operate properly.

5.4 Use. CUSTOMER is exclusively responsible for supervising, managing and controlling its use of the Software, including but not limited to, establishing operating procedures, appropriate access and permissions, and audit controls, supervising its employees, providing adequate network security, making daily backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. CUSTOMER will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Software. CUSTOMER will ensure that the Software is used in accordance with its Documentation. CUSTOMER shall comply with all applicable laws, rules and regulations with respect to its use of the Software.

5.5 Backups. CUSTOMER IS RESPONSIBLE FOR BACKING UP CUSTOMER'S DATA, SOFTWARE AND SYSTEMS. CUSTOMER will maintain back-up data, software and systems necessary to replace critical CUSTOMER data, software and systems in the event of loss, corruption or damage to data, software or systems from any cause.

6. Confidential Information.

6.1 Confidentiality. CUSTOMER shall keep in confidence and protect FARRAGUT Confidential Information from disclosure to third parties and will restrict its use to uses expressly permitted under this Agreement, subject to North Carolina law. CUSTOMER shall take all

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reasonable steps to ensure that the Confidential Information is not disclosed, copied, misappropriated or used in any manner not expressly permitted by the terms of this Agreement and North Carolina law. CUSTOMER shall keep the Confidential Information and all tapes, diskettes, CDs and other physical embodiments of the Confidential Information, and all copies thereof, at a secure location and limit access to those employees who must have access to enable CUSTOMER to use the Software. Each permitted copy of Confidential Information, including its storage media, must be marked by CUSTOMER to include all notices that appear on the original. Title, copyright and all other proprietary rights in and to the Confidential Information at all times remains vested exclusively in FARRAGUT. If CUSTOMER is compelled by subpoena or court order to disclose FARRAGUT Confidential Information, CUSTOMER shall promptly notify FARRAGUT upon receipt of the subpoena or court order and shall reasonably cooperate with FARRAGUT, at FARRAGUT's election and expense, in contesting or limiting the subpoena or court order. CUSTOMER shall limit its disclosure to the extent and terms required by the subpoena or court order, related protective orders and North Carolina law.

6.2 Return of Confidential Information.

Upon termination or cancellation of this Agreement or, if earlier, upon termination of CUSTOMER's permitted access to or possession of Confidential Information, CUSTOMER shall return to FARRAGUT, and/or destroy (including, without limitation, deleting all electronic copies in a manner that cannot be recovered), at FARRAGUT's option, all copies of the Confidential Information in CUSTOMER's possession, and provide certification to FARRAGUT of such return and destruction. If there is an expense for such return or destruction, FARRAGUT will pay such expense.

6.3 Intellectual Properties. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, bug fixes, upgrades and trade secrets developed by FARRAGUT personnel (alone or jointly with CUSTOMER) in connection with Confidential Information will be the exclusive property of FARRAGUT.

6.4 Support and Maintenance Materials. CUSTOMER acknowledges that all support materials are the property of FARRAGUT and

include Confidential Information of FARRAGUT. CUSTOMER agrees that it will not permit anyone other than FARRAGUT installation and support personnel and authorized CUSTOMER employees to use such materials.

6.5 CUSTOMER Employees. CUSTOMER will inform its employees of their obligations under this Section 6 to ensure that such obligations are met.

6.6 Public Information Act. Notwithstanding anything else to the contrary in this Agreement, the confidentiality terms and provisions of this Agreement are subject to the applicable requirements of the Public Information Act. If CUSTOMER is asked to disclose FARRAGUT Confidential Information, CUSTOMER shall seek confidential treatment for such information in accordance with the applicable Public Information Act and North Carolina law.

7. Term of Agreement; Termination.

Term. This Agreement will commence on the Effective Date set forth above the Parties' signatures and will continue in full force and effect for a three (3) year term, unless otherwise terminated as provided herein. After the initial three (3) year term, this Agreement may be extended for additional consecutive one (1) year terms by execution of a Contract Amendment by the Parties. The Parties should begin the process to extend the Contract term by entering into an Amendment within ninety (90) days prior to the expiration of the applicable Contract term. Pricing for one (1) year extensions may remain the same, but shall not be increased more than three percent (3%) for each consecutive one (1) year term.

7.1 Termination.

a) Either Party may terminate this Agreement, by giving ninety (90) days written notice of termination to the other Party, if the other Party is in default (as defined in Section 7.3). If default occurs, the Parties will have all remedies provided in this Agreement and otherwise available by statute, law or equity, subject to the other terms of this Agreement.

b) FARRAGUT may terminate its Software Support and other support obligations, if any, under this Agreement, by providing at least ninety (90) days prior written notice of such

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termination to CUSTOMER, if FARRAGUT determines that any modifications to the Software that are not made by FARRAGUT or CUSTOMER's failure to install a Software Maintenance Release will materially interfere with the provision of Software Support or FARRAGUT's other obligations.

c) Either Party may terminate this Agreement for any reason and without penalty, by giving ninety (90) days' written notice of their intent to terminate to the other Party.

7.2 Defaults. The following events will be deemed to be defaults:

a) A Party committing a material breach of any term of this Agreement if such breach has not been cured within thirty (30) days after written notice of such breach has been given by the non-defaulting Party to the defaulting Party;

b) A Party failing to comply in any material respect with any federal, state or local laws applicable to the Party's performance under this Agreement if such breach has not been cured within thirty (30) days after written notice of such breach has been given by the non-defaulting Party to the defaulting Party.

7.3 Effect of Termination. The Software license, Software Support, and FARRAGUT's other obligations, if any, under this Agreement will automatically terminate upon the termination of this Agreement. In such an event, CUSTOMER's use of the Software must immediately cease and CUSTOMER must comply with the provisions of Section 1.3(c).

7.4 Survival. Upon termination of this Agreement, all rights and obligations of the Parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations, and any other obligations that expressly or by implication are intended to survive termination including, without limitation Sections 1.3, 3.3, 4, 6, 7.4, 7.5, 7.6, 7.7, 8, 10 and 11.

7.5 Nonexclusive Remedy. Except as otherwise set forth in this Agreement, termination of this Agreement by either Party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such Party. Termination of this Agreement will not relieve CUSTOMER of its obligation to pay all

fees and expenses that accrued before such termination.

7.6 Amendment. The terms of this Agreement may only be amended with a written Amendment executed by both Parties.

8. Limitation of Damages.

8.1 Back-Ups; CUSTOMER Data. CUSTOMER is responsible for assuring and maintaining the backup of all CUSTOMER data, software and network systems. UNDER NO CIRCUMSTANCES WILL FARRAGUT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF, CORRUPTION OF, OR DAMAGE TO CUSTOMER DATA, SOFTWARE OR NETWORK SYSTEMS

8.2 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FARRAGUT WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, SOFTWARE SUPPORT, OR ANY OTHER SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, FARRAGUT'S TOTAL LIABILITY TO CUSTOMER FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SOFTWARE, SOFTWARE SUPPORT, OR ANY OTHER SERVICES WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO FARRAGUT UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT CAUSING SUCH DAMAGES.

8.3 High Risk Application Disclaimer. FARRAGUT has not tested or certified its Software for use in high-risk applications including, without limitation, medical transport, 911 response, nuclear facilities, weapon systems, mass transit and air transportation control, medical applications, or any other life critical uses or inherently dangerous activities. CUSTOMER understands and agrees that FARRAGUT makes

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no assurances that the Software is suitable for any high-risk uses or inherently dangerous activities.

8.4 Referrals. FARRAGUT IS NOT PROVIDING TO CUSTOMER ANY THIRD PARTY PRODUCTS, SOFTWARE OR SERVICES PURSUANT TO THIS AGREEMENT. FARRAGUT may direct CUSTOMER to third parties having products, software or services that may be of interest to CUSTOMER for use in conjunction with the Software. Notwithstanding any FARRAGUT recommendation, referral or introduction, CUSTOMER will independently investigate and test third party products, software and services and will have sole responsibility for determining suitability for use of third party products, software and services. FARRAGUT HAS NO LIABILITY FOR CLAIMS RELATING TO OR ARISING FROM USE OF THIRD PARTY PRODUCTS, SOFTWARE OR SERVICES. FARRAGUT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES RELATING TO THIRD PARTY PRODUCTS, SOFTWARE AND SERVICES, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF THIRD PARTY PRODUCTS, SOFTWARE AND SERVICES.

9. Infringement Indemnity.

9.1 Indemnity.

a) FARRAGUT, at its own expense, will defend and indemnify CUSTOMER against claims that the Software infringes a United States patent or copyright, or misappropriates trade secrets, protected under United States law, provided CUSTOMER (a) gives FARRAGUT prompt written notice of such claims, (b) permits FARRAGUT to control the defense and settlement of the claims, and (c) provides all reasonable assistance to FARRAGUT in defending or settling the claims.

b) FARRAGUT shall operate as an independent contractor for all purposes. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of

their individual acts or omissions to the extent allowable by law.

9.2 Remedies. As to Software which is subject to a claim of infringement or misappropriation specified in Section 9.1, FARRAGUT may (a) obtain the right of continued use of the Software for CUSTOMER or (b) replace or modify the Software to avoid the claim. If neither alternative is available, then, at the request of FARRAGUT, any applicable Software license will terminate, CUSTOMER will stop using the Software, and CUSTOMER will return to FARRAGUT, and/or destroy (including, without limitation, deleting all electronic copies in a manner that cannot be recovered), at FARRAGUT's option, all copies of the applicable Software, and will certify in writing to FARRAGUT that such return and destruction has been completed. Upon FARRAGUT's receipt of such certification, FARRAGUT will give to CUSTOMER a credit for the price paid to FARRAGUT, less a reasonable offset for use and obsolescence. If there is an expense for such return or destruction, FARRAGUT will pay such expense.

9.3 Exclusions. FARRAGUT will not defend or indemnify CUSTOMER, and FARRAGUT will not be liable to CUSTOMER, if any claim of infringement or misappropriation: (a) results from CUSTOMER's design, alteration, modification, maintenance or support of Software, (b) results from the combination, operation or use of any Software supplied hereunder with CUSTOMER or third party equipment, devices or software to the extent such a claim would have been avoided if the Software were not used in such combination, (c) relates to any CUSTOMER products or services, or third party products or third party services, (d) failure of CUSTOMER to use Software Maintenance Releases provided by FARRAGUT to avoid infringement; or (e) arises from CUSTOMER-specified customization work undertaken by FARRAGUT or its designees in response to CUSTOMER specifications.

9.4 EXCLUSIVE REMEDIES. THIS SECTION 9 STATES THE ENTIRE LIABILITY OF FARRAGUT AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

10. Dispute Resolution.

10.1 Disputes and Demands. The Parties agree to attempt to resolve any controversy,

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claim or dispute ("Dispute") arising out of or relating to this Agreement by means of good faith discussion and negotiation. In the event that a Dispute cannot be resolved at the project level, then the Dispute shall be resolved in a Guilford County, North Carolina Court of law. This Agreement shall be interpreted, construed, and governed by the laws of the State of North Carolina, without regard to conflict of law provisions.

10.2 Time Limit. No legal action, regardless of its form, related to or arising out of this Agreement may be brought more than three (3) years after the cause of action first accrued.

11. General Provisions.

11.1 Entire Agreement. This Agreement and the attachments, schedules and exhibits hereto are the entire agreement and supersede all prior negotiations and oral agreements. FARRAGUT has made no representations or warranties with respect to this Agreement, the Software, Software support or any other services that are not included herein. This Agreement may not be amended or waived except in writing signed by an officer of the Party to be bound thereby. There are no oral agreements between the Parties.

11.2 Preprinted Forms. The use of preprinted forms in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a purchase order, acknowledgment or other preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the purchase order, acknowledgment or preprinted form will be void and of no effect. The terms and conditions of this Agreement, including but not limited to this Section 11.2, cannot be amended, modified or altered by any conflicting preprinted terms or conditions in a preprinted form.

11.3 Interpretation. This Agreement will be construed according to its fair meaning and not for or against either Party. Headings are for reference purposes only and are not to be used in construing the Agreement.

11.4 GOVERNING LAW. THE PARTIES AGREE THAT THIS CONTRACT IS SUBJECT TO THE JURISDICTION AND LAWS

OF THE STATE OF NORTH CAROLINA. FARRAGUT WILL COMPLY WITH BID RESTRICTIONS, IF ANY, AND APPLICABLE LAWS, INCLUDING N.C.G.S. §143-129(J) REGARDING E-VERIFY. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS. ANY CONTROVERSIES ARISING OUT OF THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA.

11.5 Severability. Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal or unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality or unenforceability of any provision will not affect the validity, legality or enforceability of any other provision of this Agreement, which will remain valid and binding.

11.6 Force Majeure. "Force Majeure" means a delay encountered by a Party in the performance of its obligations under this Agreement which is caused by an event beyond the reasonable control of the Party, but does not include any delays in the payment of monies due by either Party. Without limiting the generality of the foregoing, "Force Majeure" will include but is not restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than, with respect to CUSTOMER's performance, CUSTOMER and its governing entities); fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes. If a Force Majeure occurs, the affected Party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that Party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

11.7 Compliance with Laws. CUSTOMER and FARRAGUT shall comply with

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all federal, state and local laws in the performance of this Agreement, including those governing use of the Software. Software provided under this Agreement may be subject to U.S. and other government export control regulations. CUSTOMER shall not export or re-export any Software in violation of such export regulations.

11.8 Assignments. FARRAGUT may not assign this Agreement or its interest in the Software, without CUSTOMER's express written consent, such consent not to be unreasonably withheld. CUSTOMER will be notified in writing of FARRAGUT's intent of making an assignment of this Agreement. CUSTOMER shall not assign this Agreement without the express written consent of FARRAGUT, such consent not to be unreasonably withheld. In the event of any permitted assignment of this Agreement, the assignee shall assume in writing the liabilities and responsibilities of the assignor. Any attempted assignment in violation of this section will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns. Additionally, if FARRAGUT should undergo merger, acquisition, bankruptcy or any change in their ownership or their company name for any reason, FARRAGUT must immediately notify CUSTOMER with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, or similarly purposed legal documents. Further, FARRAGUT will submit the name and address of the assuming provider's registered agent for service of process and/or all notices required under this Contract.

11.9 Third-Party Rights. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to CUSTOMER and FARRAGUT, and nothing contained in this Agreement will give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Parties to this Agreement that any person, other than CUSTOMER or FARRAGUT, receiving services or benefits under this Agreement will be deemed an incidental beneficiary only and will not have any rights under this Agreement.

11.10 Independent Contractors. The Parties are independent contractors. Neither Party will have any right, power or authority to act

or create an obligation, express or implied, on behalf of the other Party except to the extent, if any, as specifically provided by this Agreement. Nothing in this Agreement will be construed to create any partnership, association, joint venture or employment relationship between the Parties.

11.11 Notices. A notice required or permitted to be given under this Agreement by one Party to the other must be in writing, addressed to the Party to whom the notice is given at their address set forth on the Signature Page, and shall be given by: (i) actual delivery, in which case the notice will be deemed given upon delivery, or (ii) deposit in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, in which case the notice will be deemed given on the fifth business day following such deposit. Each Party may change its address for notice by giving written notice of the change to the other Party.

11.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

11.13 Iran Divestment Act of 2015. In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

12. Definitions.

"Anniversary Date" means each anniversary of the Effective Date of this Agreement.

"Computer" means the single computer unit, regardless of platform or operating environment, on which CUSTOMER loads the Software covered by this Agreement.

"Confidential Information" means the Software, Documentation, designs and configurations of the Software, trade secrets and related documentation, and all other information

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confidential to FARRAGUT or its suppliers or licensors.

"Delivery Date" means the date the Software is delivered or made available to CUSTOMER (including by making the Software available for download).

"Documentation" means all user documentation relating to the Software provided or made available to CUSTOMER by FARRAGUT, whether as hard copy or as electronic copy, including but not limited to operating manuals, user documentation, environmental specifications and other documentation.

"Key Operator" means an employee of CUSTOMER who has been trained in the proper use of the Software and has been designated by CUSTOMER as their Key Operator. The initial Key Operator(s) are identified in Schedule B of this Agreement.

"Software" means the software code and associated support files of the Software described on **Schedule A** and its Documentation, including all Software Maintenance Releases, and other modifications, including custom modifications created by FARRAGUT, if any, to such computer programs and code, and all copies of the foregoing, delivered to CUSTOMER hereunder.

"Warranty Period" means the 90 day period beginning with the Delivery Date.

SCHEDULE A

SOFTWARE DESCRIPTION, LICENSE LOCATION, AND FEES

QUANTITY	SOFTWARE DESCRIPTION	LICENSE FEE	ANNUAL SUPPORT FEE
1	FARRAGUT ParcelSync	\$0	\$30,000
1	FARRAGUT DeedSync	\$0	\$8,000
1	FARRAGUT MapMetrics	\$0	\$10,000

Licensed Location: Guilford County locations in Greensboro and High Point, North Carolina.

The ninety (90) day Warranty period begins after delivery and acceptance by the CUSTOMER. Annual Support Fees above will begin and are due on May 1, 2016, and will not increase for the three (3) year period of this Agreement.

The first year support fees are prorated as follows:

ParcelSync First-Year Prorated Support Fee: \$29,790

DeedSync First-Year Prorated Support Fee: \$8,000

MapMetrics First-Year Prorated Support Fee: \$10,000

As full compensation for FARRAGUT's delivery of the goods and/or services, the CUSTOMER (GUILFORD COUNTY) agrees to pay the amounts for the goods and/or services as set out in this **Schedule A**. The total three (3) year pricing for this **Schedule A**, including ParcelSync, DeedSync and Mapmetrics = \$47,790.00 for the First Year + \$48,000 for the Second Year + \$48,000 for the Third Year, for a financial exposure to the CUSTOMER (GUILFORD COUNTY) not to exceed **\$143,790**. Annual Support Fees will be invoiced by FARRAGUT to CUSTOMER upon twelve (12) month periods. Payment will be made by the CUSTOMER to FARRAGUT within thirty (30) days of receipt of correct invoices and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

After the initial three (3) year term, this Agreement may be extended for additional consecutive one (1) year terms by execution of a Contract Amendment by the Parties. The Parties should begin the process to extend the Contract term by entering into an Amendment within ninety (90) days prior to the expiration of the applicable Contract term. Pricing for one (1) year extensions may remain the same, but shall not be increased more than three percent (3%) for each consecutive one (1) year term.

SCHEDULE B

SOFTWARE SUPPORT

This Schedule further describes FARRAGUT's Software Support as referenced in the Software License and Support Agreement (the "Agreement"), by and between FARRAGUT and CUSTOMER. Unless otherwise specified, terms defined in the Agreement will apply to this Schedule.

In consideration for the Annual Support Fee paid by CUSTOMER, FARRAGUT will use commercially reasonable efforts to provide the Software Support set forth herein below for the Software licensed by FARRAGUT to CUSTOMER.

FARRAGUT may, where appropriate, prorate the Annual Support Fees so that Annual Support Fees for all Software is renewable on the same date, even if all Software was not ordered at the same time.

1. Contact Information.

The following contact information is to be used by CUSTOMER for submitting Software Support requests, as well as any other Software support requests, to FARRAGUT:

CUSTOMER Support Center: <http://helpcenter.FARRAGUT.com>
Phone: 919-572-0901

The following contact information is to be used by FARRAGUT for contacting CUSTOMER on Software Support requests, as well as any other Software support requests:

Primary CUSTOMER Contact Point ("CCP"): Hemant Desai
First Alternate CCP: _____
CUSTOMER Key Operator(s): _____

CUSTOMER or FARRAGUT may change their respective Support Contact Information by providing notice of such change to the other Party by email, fax or pursuant to the notice provisions in Section 11.11 of the Agreement.

1.1 CUSTOMER Support Center. The CUSTOMER Support Center (CSC) is the primary point of CUSTOMER contact for all support. CSC consultants will provide responses to support requests received from a CUSTOMER CCP.

1.2 Methods for contacting the CSC.

- **Email** – CUSTOMER contacts the CSC by email at crsupport@farragut.com. When an issue is communicated via email, the CSC will log the ticket and return an email to the email recipient designated in the account along with the issue tracking number. CUSTOMERs may provide contact email addresses that route to an email distribution list established and managed by CUSTOMER.

- **Telephone** - CUSTOMER contacts the CSC by phone at 919-599-5604. When an issue is reported by phone, the CSC staff will open a new ticket and the ticket number will be verbally communicated to the person calling. For calls received outside of the CSC operation hours, CUSTOMER may leave a voice message stating the issue and contact information. CSC staff will check the voicemail message and contact CUSTOMER the following business day. All telephone calls concerning support requests must be made by calling the regular CSC telephone number and must be followed by a written request.

1.3 **CSC Hours of Operation.** Normal operating hours for the CSC are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday, except for FARRAGUT company holidays.

2. **Correction of Software Defects, Errors or Malfunctions.**

2.1 **General Description.** Software Support will include FARRAGUT's commercially reasonable efforts to provide a solution or suitable work-around for defects, errors or malfunctions in the Software that prevent the Software from performing, during normal and proper use, substantially as described in the specifications set forth in the then-current Documentation accompanying the Software, when properly installed on the CUSTOMER's Computer. Software Support will not include or cover any defects, errors or malfunctions in the Software that are caused by any external causes, including, but not limited to, any of the Exclusions from Warranty and Support Coverage described in Section 3.2 of the Agreement. Software Support also will not include or cover modifications made to the Software by anyone other than FARRAGUT staff. Because not all defects, errors or malfunctions can or need to be corrected, it is possible that not all defects, errors or malfunctions will be corrected.

2.2 **Support Requests.** All support requests must be made in accordance with FARRAGUT's standard support procedures and accompanied with sufficient detail to enable FARRAGUT to verify the error and provide a solution or suitable work-around. All telephone calls concerning support requests must be made by calling the regular CSC telephone number and must be followed by a written request. FARRAGUT is not responsible for responding to support requests placed by a person other than the CUSTOMER CCP's. FARRAGUT is not responsible for support calls from CUSTOMER placed to a FARRAGUT telephone number other than the established CSC telephone number or for written requests that are not made to FARRAGUT's CSC.

2.3 **Support Process for Reported Issues.** After receiving a written report of a Software error from a CUSTOMER CCP, FARRAGUT will commence its efforts to resolve the reported Software error by:

(a) Answering the Key Operator's or CUSTOMER CCP's questions and diagnosing the Software error during FARRAGUT's normal service hours by telephone, by e-mail and/or through FARRAGUT Web Support, or;

(b) Troubleshooting, diagnosing and providing a solution or suitable work-around during FARRAGUT's normal service hours; or

(c) If FARRAGUT determines in its discretion that it is necessary or appropriate to efficiently and promptly resolve any reported software error on-site, FARRAGUT may provide service at CUSTOMER's site during regular business hours. FARRAGUT reserves the right to charge for on-site service as provided for in Section 2.5(c) of this Schedule; or

(d) If FARRAGUT determines the reported issue is related to a defect in the Software, FARRAGUT will determine its Severity Level (as defined below) and take the appropriate level of action pursuant to the terms below. The resolution of all defects is addressed through Software Maintenance Releases.

(e) **Timely Commencement.** If CUSTOMER reports any suspected Software error that causes the Software to be inoperative or significantly impairs its functionality, FARRAGUT will begin the troubleshooting and diagnosis of the problem within one business day after FARRAGUT receives the written report. For other reported problems, FARRAGUT will begin the troubleshooting and diagnosis as promptly as is reasonably practical.

2.4 **Software Maintenance Releases.** "Software Maintenance Release" means all error corrections, bug fixes and minor modifications to the Software and Documentation, as developed by

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Farragut and made generally available without a separate charge to licensees of the Software who have purchased Software Support for such Software. Software Support will include standard periodic Software Maintenance Releases, if any, that are provided by FARRAGUT from time to time. If FARRAGUT determines, at its own discretion, that a reported Software defect requires a programmatic change to the Software, FARRAGUT shall provide the Software correction in the form of a Software Maintenance Release. CUSTOMER promptly will install all Software Maintenance Releases provided by FARRAGUT. Software Support will also include reasonable assistance, upon request, during FARRAGUT's normal business hours by telephone, e-mail, web, or FARRAGUT's CSC for the installation of any new Software Maintenance Releases for the Software. On-site installation of Software Maintenance Releases and any CUSTOMER staff training specific to those Software Maintenance Releases are not included under Software Support. If CUSTOMER requires on-site installation of Software Maintenance Releases by a FARRAGUT technician, those services must be requested in writing in advance to FARRAGUT by CUSTOMER. Any such services will be invoiced to CUSTOMER by FARRAGUT on a time and materials basis, plus reasonable and actual expenses. Modifications to the Software by anyone, other than FARRAGUT staff may render the Software Maintenance Releases incompatible with the Software.

2.5 Services Not Included. Software Support does not include:

(a) **Software Installation, Implementation and Training Services.** FARRAGUT will not provide Software installation, implementation or training services pursuant to this Agreement. FARRAGUT may provide these services to CUSTOMER by separate written agreement specifying the terms and conditions of installation, implementation and/or training services and related fees and charges.

(b) **Custom Programming Services.** Custom programming services are not included in Software Support. FARRAGUT may provide custom programming services to CUSTOMER by separate written agreement between FARRAGUT and CUSTOMER specifying the custom programming services and related fees and charges. Custom programming services could include development of custom computer programs, custom programming related to the Software, and installation, training and maintenance with respect to such custom computer programs and custom programming.

(c) **On-Site Support.** On-site support is not included in Software Support. At FARRAGUT's discretion as provided in Section 2.3(c) of this Schedule or upon receipt of a written request from CUSTOMER, FARRAGUT will provide CUSTOMER on-site support at a mutually agreed upon time. CUSTOMER agrees to pay FARRAGUT for on-site support on a time and materials basis at FARRAGUT's then prevailing rates, plus reasonable expenses (including but not limited to travel and lodging), and for replacements at FARRAGUT's list prices, unless otherwise agreed in writing by FARRAGUT and CUSTOMER.

(d) **Hardware, Third-Party Software and Related Supplies.** FARRAGUT will not provide any hardware, third party software or related supplies pursuant to this Agreement. FARRAGUT may provide hardware, third-party software and related supplies to CUSTOMER by separate written agreement between FARRAGUT and CUSTOMER specifying the terms and related fees and charges.

(e) **CUSTOMER Infrastructure Defects.** Trouble-shooting, diagnosing or otherwise identifying defects that are a result of CUSTOMER's hardware and/or software systems ("CUSTOMER Infrastructure") that the Software has been installed on for operation are not covered by Software Support. Any defect that is reported against the Software and which is subsequently determined by FARRAGUT to be caused by CUSTOMER Infrastructure shall be the responsibility of CUSTOMER and any time extended by FARRAGUT to trouble-shoot, diagnose or otherwise identify the cause of said defect shall be chargeable to CUSTOMER at FARRAGUT's prevailing rates, plus reasonable expenses (including but not limited to travel and lodging), and for replacements at FARRAGUT's list prices, unless otherwise agreed in writing by FARRAGUT and CUSTOMER. CUSTOMER agrees to waive the requirement for prior written approval in the case of a CUSTOMER Infrastructure defect.

(f) **Other Support Services.** If FARRAGUT, in its discretion, provides other support, in addition to the Software Support described under this Schedule, CUSTOMER will pay FARRAGUT for the services on a time and materials basis at FARRAGUT's then prevailing rates, plus reasonable expenses, and for replacements at FARRAGUT's list prices, unless otherwise agreed in writing by FARRAGUT and CUSTOMER. At CUSTOMER's request, FARRAGUT will provide to CUSTOMER a written schedule of FARRAGUT's then prevailing rates and list prices. Before undertaking such work, FARRAGUT will notify CUSTOMER if there will be any additional charges for support services.

3. CSC Response Goals.

3.1 Upon receipt of a support request from CUSTOMER, a CSC consultant will review the information and assign a severity for urgency of response according to the following list:

1	Major critical functionality is not operating.
2	Non-critical but major functionality is inoperative.
3	System feature is malfunctioning or inoperative.
4	Cosmetic in nature.

3.2 A CSC consultant will communicate to CUSTOMER a Response based upon the severity of the problem. "Response" is defined as a communication with CUSTOMER of the status of problem, analysis or potential remedies, or workarounds. The Response goals for a support request received during normal working hours are shown in the following table:

1	Within 1 business hour
2	Within 1 business day
3	Within 2 business days
4	Will determine if it should be included in a future maintenance release.

3.4 CSC Request Escalation.

(a) Upon receipt of a Severity 1 support request, the CSC manager will be notified to ensure that appropriate FARRAGUT resources are focused on returning the affected system to operation as soon as possible.

(b) CUSTOMER will be notified of the current status and projected closure target on each unresolved support request, which will be tracked and reported until resolved.

3.5 Remote Diagnostics. The CSC consultant, subject matter expert, account manager, or other CUSTOMER support personnel may utilize remote access capability to assist with system diagnosis and/or corrective action. CUSTOMER direct participation may or may not be required during remote access operations. However, in either case, all use of remote access capability will be coordinated with CUSTOMER in advance.

4. CUSTOMER Responsibilities.

4.1 Systems Operation. CUSTOMER retains responsibility for the day-to-day management of the system and Software, including the backup system.

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4.2 CUSTOMER CCP who will serve as the primary interface between FARRAGUT's support team and CUSTOMER. The responsibilities of the CUSTOMER CCP include the following:

- (i) Provide CUSTOMER contact information and inform FARRAGUT of any changes before they occur.
- (ii) Insure basic troubleshooting and a complete analysis of system problems using internal CUSTOMER resources prior to referring a problem to FARRAGUT.
- (iii) Before submitting a support request to the CSC, gather and record the information needed to document request.
- (iv) Contact the CSC and provide the support request information and any amplifying data to the CSC consultant.
- (v) Coordinate CUSTOMER activities required to assist the CSC in resolving the problem.
- (vi) Serve as a liaison and primary point of CUSTOMER contact for the account manager.
- (vii) Submit change request and provide them to the account manager to initiate system or software modifications.
- (viii) Insure a Purchase Order (PO) or other suitable form of CUSTOMER financial obligation authorization is generated and approved prior to requesting additional support not specifically included in the Agreement.

4.3 System Access, Security, and Software Licenses.

- (i) Throughout the term of Software Support, FARRAGUT requires continuous remote access to all of CUSTOMER's Computers for the purpose of providing Software Support. Such access is typically handled by VPN access provided by CUSTOMER. CUSTOMER will ensure that appropriate primary and alternate means are available for FARRAGUT support personnel to gain remote access to CUSTOMER's system (when appropriately coordinated with CUSTOMER) for the purpose of providing Software Support.
- (ii) CUSTOMER will maintain system passwords and will notify FARRAGUT, prior to implementation, of any changes that may affect FARRAGUT's ability to provide support under the Agreement.
- (iii) CUSTOMER will maintain a record of all user workstations running any portion of the licensed Software, if any, (including any associated Internet applications). CUSTOMER will provide this information to FARRAGUT upon request and will advise FARRAGUT of any changes in the system that affect the currency of this information.

5. Upon the release of a new Software Maintenance Release, the Software Support for the current Software release will terminate in two years from the release date of the new Software Maintenance Release.

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

AFFIDAVIT REGARDING E-VERIFY

I, Jeff McDonald (the individual attesting below), being duly authorized by and on behalf of Farragut Systems, Inc. (the entity doing business with Guilford County, hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":

a. YES ; or,

b. NO

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 29th day of March, 2016.

[Signature]

Signature of Affiant
Print or Type Name: Jeff McDonald

State of North Carolina County of Durham

Signed and sworn to (or affirmed) before me, this the 29th day of March, 2016.

My Commission Expires:
11/06/2016 Yvette Flo
Notary Public

