SI-3000Pro

SI-3000 SYSTEM

SOFTWARE SUPPORT AGREEMENT RENEWAL

THIS AGREEMENT made this day of August 1, 2005 is by and between ***information technology solutions, inc.***, an Iowa corporation ("*i/t^x*) And **Montana Department of Corrections,** an agency organized under the laws of the state of, **Montana,** hereinafter referred to as "JURISDICTION".

1. DEFINITIONS.
The following terms as defined below are used throughout this AGREEMENT:

(a) "UPDATES": Any revised and/or corrected versions of SI-3000 provided under this AGREEMENT;

(b) "UPGRADES": Any enhanced and/or improved versions of SI-3000 provided under this AGREEMENT and released after the execution of this AGREEMENT.

(c) "LICENSED SOFTWARE": SI-3000 provided under this AGREEMENT. LICENSED SOFTWARE shall not include any operating systems such as DOS, Windows, Novell, Banyan Vines Local Area Networks, Wide Area Networks, PC Support, RUMBA or any other operating systems or related software.

(d) "DOCUMENTATION": Specifications for the Licensed Software, pre-installation instruction documents, user manuals and other written or electronic instructions (such as product bulletins) related to the use of the LICENSED SOFTWARE.

(e) "SMA": The *i/t^x* Software Maintenance Agreement

1. **Coverage**

Subject to the terms of this Software Maintenance Agreement (hereinafter "SMA"), *i/t^x* agrees to provide support services as described in Section 2 (the "Support Services") to JURISDICTION for the SI-3000 LICENSED SOFTWARE

If *i/t^x* elects to make Updates or Upgrades to the LICENSED SOFTWARE, such Updates or Upgrades shall be provided solely in accordance with the SMA. Absent such SMA, *i/t^x* shall have no obligation to provide JURISDICTION with available Updates or Upgrades to the LICENSED SOFTWARE.

2. **SUPPORT SERVICES** SUPPORT SERVICES include:

(a) "STANDARD SUPPORT SERVICES", which consist of consultations, assistance and similar SUPPORT SERVICES by telephone and Desktop Streaming, a totally secure Web-based screen-sharing application, which will enable our Support Department to provide you with immediate, live support in connection with the use and operation of the Licensed Software;

(b) "ANNUAL MAINTENANCE", which includes providing to JURISDICTION Updates and Upgrades to the LICENSED SOFTWARE that ***i/t^x*** in its discretion makes available and new and/or revised versions of the applicable operator's guides;

(c) "PERSONNEL TRAINING SERVICES" are provided by ***i/t^x*** via Desktop Streaming for JURISDICTION's personnel to learn and understand newly updated LICENSED SOFTWARE; and

(d) "PROGRAMMING SERVICES", which includes programming analysis at ***i/t^x***'s facility or other location selected by ***i/t^x***, including JURISDICTION's facility.

Associated costs for services are located under Section 4 - Fees.

3. **EXCLUSIONS.**

i/t^x shall have no obligation under this SMA to support:

(a) Altered, damaged or modified LICENSED SOFTWARE or any portion of the LICENSED SOFTWARE incorporated with or into other software;

(b) Software not supplied by ***i/t^x***

(c) LICENSED SOFTWARE problems caused by JURISDICTION's negligence, abuse or misapplication, use of the LICENSED SOFTWARE other than as specified in the DOCUMENTATION or other causes beyond the control of ***i/t^x***;

(d) LICENSED SOFTWARE installed on any hardware that exceeds the number of workstations purchased. JURISDICTION currently has installed the following software licenses and Modules:

SI-Client Viewer Module – 20 Dedicated License(s)
SI- EMM – 10 Concurrent License(s)
SI-Admin Module
SI- Client Express
SI-Photo Imaging Module
SI- Capture Workstation – 3 License
SI -Output Generator – 1 Site License(s)

(e) Hardware-related problems.

Further, ***i/t^x*** shall have no obligation to provide ANNUAL MAINTENANCE, PERSONNEL TRAINING SERVICES or PROGRAMMING SERVICES, unless such services are purchased at the rates set forth in this Section (4) Fees.

JURISDICTION shall be responsible for registering with all manufacturers applicable warranty cards for the LICENSED SOFTWARE.

4. **FEES**

JURISDICTION shall pay *i/t^x* the applicable fees as set forth below for the services provided:

(a) "STANDARD SUPPORT SERVICES". Provides telephone SUPPORT SERVICES by *i/t^x*'s Help Desk during the normal business hours of 8:00 a.m. to 5:00 p.m. (CST or CDST, as applicable) Monday through Friday, except holidays. Includes service for Updates and Upgrades to the LICENSED SOFTWARE

(b) "STANDARD SUPPORT SERVICES AND ANNUAL MAINTENANCE". $9,282.10 for the period beginning August 1, 2005 and ending July 31,2006.

(c) "ADDITIONAL SERVICES". The following ADDITIONAL SERVICES are provided at the following rates, which are guaranteed for the initial term of this SMA. Such rates do not include travel and living expenses, which will be billed to JURISDICTION for payment within thirty (30) days of receipt of *i/t^x*'s invoice.

Services	
Personnel Training Services	$1000 per day
Programming Services	$125 per hour
Integration Services	$125 per hour

5. **PAYMENT**

(a) Payment of the annual fees for STANDARD SUPPORT SERVICES, and ANNUAL MAINTENANCE shall be made prior to the commencement of the initial term or the subsequent annual term to which they relate, as applicable.

(b) Charges for PERSONNEL TRAINING SERVICES and PROGRAMMING SERVICES, which may be provided pursuant to this SMA, shall be paid by JURISDICTION thirty (30) days after receipt of *i/t^x*'s invoice.

(c) In the event that JURISDICTION fails to make payments or terminates the SMA pursuant to Sections (d) and (f), and such payment is not received within ten (10) days of such payment date, *i/t^x* may, at its option, cancel or suspend the provision of any services or products to JURISDICTION, whether pursuant to this or any other agreement between *i/t^x* and JURISDICTION, until such charges have been paid. If *i/t^x* decides, at its option, to reinstate this SMA, JURISDICTION must first pay *i/t^x* any fees due, plus all labor and related costs to bring JURISDICTION up to current level of licensed software and, at *i/t^x* 's option, *i/t^x* 's current reinstatement charge (currently the unpaid pro-rata portion plus 50% fee).

6. **TERMS AND TERMINATION.**

This SMA shall become effective upon receipt by itx of the Annual Maintenance Fee provided on the Maintenance Agreement Invoice and shall continue for one (1) full year from the date of the receipt, installation or previous expiration date, whichever is applicable. The agreement shall be automatically renewed for successive similar periods subject to the receipt by *i/t^x* of the Annual Maintenance renewal authorization in effect at the time of renewal, provided that the Customer is not in default. *i/t^x* may change the fees

payable under the SMA at the end of the initial and each succeeding one-year term by giving written notice to CITY within thirty (30) days prior to the end of the term. This amount will not exceed 5% of the previous year's fee. In addition to any other rights under this Agreement, either party may terminate this Agreement at any time of giving thirty (30) days prior written notice to the other party, and the unused portion of the maintenance will be refunded (except as otherwise noted)

7. **LIMITATION OF LIABILITY**

Except as provided in the indemnity provisions, which appear at Paragraph 9 of the license/support agreement, ***i/t***'s liability for damages from any cause of action whatsoever relating to ***i/t***'s agreement to provide SMA services hereunder shall be limited to the amount paid by JURISDICTION for such services for the applicable year. ***i/t***'s liability shall be further limited as provided in the LICENSE AGREEMENT
THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. THE LICENSED SOFTWARE AND ALL MATERIALS RELATED TO THE LICENSED SOFTWARE ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE LICENSE AGREEMENT. THIS AGREEMENT IS AN EXTENSION OF THE LICENSE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT

information technology solutions, inc.
"***i/t***"

Michael Ott
Vice President

Montana Department of Corrections

Title Chief IT Bureau