Exhibit C

MASTER SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

THIS MASTER SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT ("Support and Maintenance Agreement") is made and entered into this _____ day of _____, 2014 by and between: **N. HARRIS COMPUTER CORPORATION** ("Consultant"), a Foreign Corporation with authority to transact business within the State of Missouri, with its principal place of business at 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4, and **THE CITY OF COLUMBIA** ("Client"), a Missouri municipal corporation, with its principal place of business at 701 E Broadway, 5th Floor, Columbia, Missouri 65201. Client and Consultant are each individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Consultant owns the Software, excluding Third Party Software, which is the subject of a separate agreement between the Client and Consultant whereby the Client is acquiring a license to utilize Consultants' software and Consultant is providing certain services associated with the acquisition and installation of the software pursuant to a separate Software License Agreement ("Software Agreement") and Software Implementation Services Agreement ("Services Agreement"); and

WHEREAS, the Client wishes to contract for support and maintenance of the Software contracted for pursuant to the Software Agreement, excluding Third Party Software; and

WHEREAS, the Client wishes to receive support and maintenance services related to the Software contracted for pursuant to the Software Agreement, excluding Third Party Software; and,

WHEREAS, pursuant to this Support and Maintenance Agreement, Consultant agrees to provide the support and maintenance services related to the Software;

WHEREAS, the Client and Consultant are entering into three (3) separate agreements with each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

      NOW THEREFORE, in consideration of the mutual covenants set out in this support and maintenance agreement (the "Support and Maintenance Agreement") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1.   **Scope of Services:** Consultant shall provide support and maintenance services which shall include revisions, updates, materials and enhancements to the Software, correcting and maintaining the functionality of Consultant's portions of the interfaces and such other services as listed in Exhibit 2. Consultant shall provide software support via telephone and electronic mail, and site visits when necessary during the Client's business hours of operation, unless emergency or other conditions dictate support outside of Client's

business hours. These services may, at the discretion of Consultant, be modified or supplemented from time to time with the mutual consent of the Client's Project Manager. To enable Consultant to provide effective support, the Client will establish remote access based on remote access procedures compatible with Client's practices. For emergency situations occurring on Client or Consultant's observed holidays, Consultant will be available to the Client by electronic mail and if necessary, by telephone.

2. **Definitions:** Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Master Software License Agreement (the "License Agreement").

3. **Agreement Scope:** This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Consultant and Client.

4. **Delivery of Support Services:** Consultant shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Exhibit 2 hereto and which are in effect as of the Go-Live Date (as defined below), as such services may, at Consultant's sole discretion, be modified or supplemented from time to time. To enable Consultant to provide effective support, the Client will establish auto remote access procedures compatible with Consultant's then current practices which may be revised over time.

5. **Documentation:** Consultant agrees that Documentation provided with the Software will be updated to reflect the enhancements, interfaces and modifications contracted by Client with Consultant in the Software Agreement. Consultant shall provide the Client all Documentation electronically. All future releases of the Documentation will reflect the enhancements, interfaces and modifications made to the Software.

6. **Compensation and Expenses:**

   a) This Support and Maintenance Agreement becomes effective the date the Software goes live within the Client's operation (the "Go-Live Date"). In consideration for the support services specified in Section 2, Client shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1. The Support and Maintenance Fee will be billed annually in advance beginning on the Go-Live Date and thereafter on the anniversary of the Go-Live Date or on an alternative date mutually agreed to by both Parties. Consultant may align the support and maintenance term with the calendar year. To align the term with the calendar year, Consultant may issue a prorated invoice for the portion of the year remaining during the initial term. Consultant may change the Support and Maintenance Fee from time to time in relation to each renewal term but Client shall only be billed once per year. After the fiscal year ending on September 30 following the Go-Live date, the Annual Support and Maintenance Fee shall not increase by more than two and a half percent (2.5%) per year for five (5) years following the first full year. Thereafter, the Annual Support and Maintenance Fee increase shall be limited to the increase in the Consumer Price Index for Urban Consumers (CPI-U) or three percent (3%), whichever is less.

b) Direct Expenses: In addition to the Annual Support and Maintenance Fee, the Client, subject to Client's preauthorization of the travel, shall reimburse Consultant for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Go-Live Date:

i.   All reasonable travel costs, including meal expenses of not more than sixty-five dollars ($65.00) per diem (no receipts provided however the total number of per diems invoiced will be provided) and a mileage charge consistent with the Internal Revenue Service published guidelines, long distance telephone calls and, subject to Client's approval, other reasonable expenses incurred in the performance of Consultant's duties hereunder including airfare, accommodation and rental charges, and each individual's travel time billing rate of seventy-five dollars ($75.00) per hour to be capped at five (5) hours per round trip.

ii.   All support services provided by Consultant to Client other than those specified in Exhibit 2 (such as, but not limited to, on-site support), shall be provided to Client by Consultant at Consultant's then prevailing prices, hourly rates, policies and terms. For certainty, any updates of, or enhancements to, the Software, the interfaces, and modifications will be made available to Client free of charge (with respect to the actual Software updates or enhancements), so long as the Client has a valid and effective Support and Maintenance Agreement. Upgrades may require additional Services to be performed by Consultant including additional training not covered by the Support and Maintenance Agreement. As of the date of this Support and Maintenance Agreement, Consultant's hourly rates for services are one hundred seventy-five dollars ($175.00) for project management and on-site and off-site services. Consultant guarantees these rates for thirty-six (36) months from the effective date of this Support and Maintenance Agreement.

iii.   All other reasonable expenses incurred in the performance of Consultant's duties hereunder that are preauthorized by the Client.

c) Consultant may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of the Consultant. Changes to reimbursement policy rate structures shall not take effect until the start of the next annual support and maintenance term provided the Consultant discloses these changes with a minimum of ninety (90) days' notice to the Client before the expiration of then current annual support and maintenance term.

7.   Software Support Upgrades: Consultant shall make all updates and Upgrades of the software and all those services listed in **Exhibit 2** which are included as part of Client's software support available to Client at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Consultant that are not defined within this agreement's Scope of Services and Exhibit 2 (Standard Support and Maintenance Services). This may include additional training not covered by the Software Implementation Services Agreement and any services for the installation and implementation of any upgrades that may be subject to Consultant's then-prevailing policies, terms and billable fees

related to pricing and hourly rates.

8. US Currency: All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. Consultant shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

9. Term: The initial term of this Support and Maintenance Agreement shall be for one year beginning on the Go-Live Date pursuant to Section 6(a). Not less than ninety (90) days prior to the renewal term, Consultant shall provide Client with written invoice for the support and maintenance fees for the renewal term. This Support and Maintenance Agreement shall automatically renew on an annual basis, unless terminated by either Party upon giving to the other not less than sixty (60) days' notice in writing prior to the end of the initial term or any subsequent anniversary of such date. Client shall pay the then applicable Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement and where the notice of non-renewal has not been provided in accordance with these terms, the Client is obliged to pay the Support and Maintenance Fee for the then applicable term. There shall be no additional penalties or fees imposed for reinstatement of the support and maintenance. The termination of this Support and Maintenance Agreement by Client shall not affect the License or the Software License Agreement. Consultant shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. Client acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.

10. Proprietary Rights: Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Consultant in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Consultant, and Client shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.

11. Termination by Client: Client may terminate the Support and Maintenance Agreement upon giving to the other not less than sixty (60) days' notice in writing prior to the end of the first full year, or any subsequent anniversary of such date.

12. Termination by Consultant. Consultant shall have the right to terminate or suspend this Support and Maintenance Agreement immediately if:

    a. Client attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a reorganization, without complying with the License Agreement; or

    b. Client has not paid an undisputed invoice within ninety (90) days of the start of a renewal term. Notwithstanding the foregoing, Consultant shall reinstate support and maintenance pursuant to the terms of this Agreement upon Client's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

13. Effect of Termination. If this Agreement is terminated, Client shall be entitled to retain the Software licensed to it as at the date of such termination, but it will relinquish its rights to

receive upgrades of, or enhancements to, the Software, services for the Software, or access to the Source Code in escrow upon the occurrence of any Event of Default as described below. For certainty, and without mitigating the application of the Software License Agreement during the term of this Master Software Support and Maintenance Agreement, the terms and conditions relating to the Software License Agreement and the Documentation shall continue to apply to Client following the termination of this Master Software Support and Maintenance Agreement. Title to and ownership of all proprietary rights in the Software and all related proprietary information shall at all times remain with Consultant, and Client shall acquire no proprietary rights by virtue hereof.

14. Notice: Unless otherwise agreed to by the Parties, all notices required hereunder shall be made in accordance with the provisions of the Master Software License Agreement.

15. No Waiver of Enforcement: Either Party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching Party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

16. The Parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by Client.

17. Consultant's Intellectual Property and the Missouri Sunshine Law. Client acknowledges and agrees that the Consultant's Products and User Guides are proprietary to Consultant and have been developed as trade secrets at Consultant's expense. Consultant acknowledges that Client is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law. If Client receives a Sunshine request pertaining to the Consultant's Products and/or User Guides, Client shall notify Consultant to allow Consultant to take any action Consultant deems appropriate or necessary to protect the Consultant Software Products and/or User Guides.

18. Missouri Sunshine Law. Nothing in this Agreement shall be construed to supersede, conflict with, or otherwise defeat any provision of the Missouri Revised Statues Chapter 610 Governmental Bodies and Records ("Missouri Sunshine Law").

19. Authority to Execute. The Parties hereto represent and warrant that the individuals executing this Support and Maintenance Agreement are the duly authorized agents, officials, or officers or representatives of the Parties with the authority to execute this Agreement.

20. Exclusive Agreement. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Consultant and Client.

21. Remedies: The Client and the Consultant recognize that circumstances may arise entitling the Client to damages for breach or other fault on the part of the Consultant arising from this Support and Maintenance Agreement. The Parties agree that in all such circumstances the Client's remedies and the Consultant's liabilities will be limited as set forth below and that these provisions shall survive the termination of this Support and Maintenance Agreement.

(a)   Termination of this Support and Maintenance Agreement shall not affect any right of action of either Party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b)   The Client and Consultant recognize that circumstances may arise entitling the Client to damages for breach or other fault on the part of Consultant arising from this Support and Maintenance Agreement. The Parties agree that in all such circumstances the Client's remedies and Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

(c)   FOR BREACH OR DEFAULT BY CONSULTANT OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE CLIENT TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, THE CLIENT'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE PAYMENT BY CONSULTANT OF THE CLIENT'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND CONSULTANT SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE CLIENT TO CONSULTANT UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

(d)   IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL CONSULTANT BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONSULTANT SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE CLIENT BY ANY OTHER PARTY.

(e)   CLAUSES (c) AND (d) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE CLIENT IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

22.   Liability: The Parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

23. **Escrow Arrangement:** The Client may, at Client's option, enter into an escrow arrangement with Consultant. Upon the Client's request:

(i) Client shall be presented with the standard escrow beneficiary enrollment document for participation in Consultant's source code escrow arrangement with an escrow agent (the "**Escrow Arrangement**").

(ii) By entering into this Escrow Arrangement, the Client shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".

24. **Governing Law/Venue.** This Support and Maintenance Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be Boone County, Missouri or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

25. **No Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except that Consultant may, without the prior written consent of Client, assign this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Consultant's assets.

26. **Successors and Assigns:** This Support and Maintenance Agreement shall be binding upon the successors and assigns of the Parties and enure to the benefit of the successors and permitted assigns of the Parties.

27. **Severability:** The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

28. **Further Assurances.** The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to affect the purposes of this Support and Maintenance Agreement and to carry out its provisions.

29. **Three Original Signed Agreements.** Three (3) originals of this Master Software Support and Maintenance Agreement shall be executed. Client shall retain two (2) originals. Consultant shall retain one original.

30. **No Discrimination.** Neither the Consultant nor anyone with whom the Consultant shall contract shall discriminate against any person employed or applying for employment with

Consultant or the Client concerning the performance of Consultant responsibilities under this Support and Maintenance Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. A breach of this covenant may be regarded as a default of this Support and Maintenance Agreement.

31. **Subcontractors.** Consultant shall not subcontract any services under this Agreement without Client's prior written permission.

32. **Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

a) Within ten (10) business days of the occurrence of Force Majeure, the Party whose performance is delayed thereby provides the other Party or Parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events. Notwithstanding the foregoing, if the Party cannot provide notice within ten (10) business days due to the impact of the Force Majeure, the Party shall notify the other Party as soon as conditions allow.

b) Within ten (10) business days after the cessation of the Force Majeure event, the Party whose performance was delayed provides the other Party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either Party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more Parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

33. **Indemnification.**

a) To the extent permitted by law, Consultant shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Consultant's negligence or willful misconduct.

b) To the extent permitted by law, Client shall indemnify and hold harmless Consultant and its agents, officials and employees from and against any and all direct claims, losses, liabilities,

damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

34. Employment of Unauthorized Aliens.

Consultant agrees to comply with Missouri State Statute Section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require each subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultant shall also require each subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

35. Compliance with Laws. Consultant shall, at all times, observe and comply with all federal, state, and local laws, ordinances and regulations.

36. Confidentiality. Both Parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each Party agrees that it shall not disclose any confidential information of the other Party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

a) At the time of the disclosure is in the public domain;

b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a Party;

c) A Party can establish by reasonable proof was in that party's possession at the time of disclosure;

d) A Party receives from a third party who has a right to disclose it to that Party; or

e) Is considered an open record pursuant to the Missouri Sunshine law. The receiving Party shall give prompt notice of the service of process or other documentation that underlies the Sunshine request. The disclosing Party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

37. Insurance. Prior to performing services under this Agreement, Consultant shall provide

Client with certificates of insurance evidencing the following minimum insurance coverage:

a) Commercial general liability of at least $2,000,000;

b) Automobile liability of at least $2,000,000 combined single limit;

c) Professional liability of at least $10,000,000 aggregate; and

d) Workers compensation complying with statutory requirements;

e) Umbrella Liability Insurance of $3,000,000.00.

Consultant shall cause the Client to be named as additional insured on Consultant's Commercial General Liability policy coverage. Consultant shall use a standard Acord Form which states "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."

38. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

39. **Amendment.** This Agreement may only be modified by written amendment signed by the Parties.

40. **Nature of Client's Obligations.** All obligations of the Client under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

41. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of Consultant and Client. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.

42. **Data Ownership and Security.**

a. Consultant's services shall at all times comply with the terms of this Agreement, good financial industry and accounting practices, applicable laws, and SSAE16 or successive applicable auditing standards. Consultant shall require its subcontractors to at all times comply with the terms of this Agreement, good financial industry and accounting practices, and applicable laws.

b. Duty to Report. Consultant shall maintain the security of Client content and data and that of Client's customers and any user that is stored in or in any way connected with Consultant Software Products, services and applications. If either Party believes or suspects that security has been breached or data compromised, whether it be from harmful code or otherwise, the Party shall notify the other Party of the issue or possible security breach within forty-eight (48) hours.

c. Binding Subcontractors to Data Security Standards. Consultant shall include similar provisions in Consultant's agreements with subcontractors that perform work or services related to these Consultant Software Products and or have access to the Client's data contained therein or in the cloud storage.

d. No Harmful Code. Consultant warrants that the Consultant Software Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop-dead device, malicious logic, worm, Trojan horse or trap or back door. Consultant shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code.

e. Data Ownership and Storage. Except with regard to data Client enters into the CustomerWise software, Consultant covenants that any data from the Client, its employees or customers or derived therefrom shall be stored in the United States of America. Client must provide and maintain an adequate data conversion environment for Consultant's use as set forth in Schedule "F" of the Master Software License Agreement. The data or any information derived therefrom shall not be transferred, moved, or stored to or at any location outside the United States of America. All such data and any information derived therefrom shall be confidential and proprietary information belonging to either the Client or its customers or the users of the systems. Consultant covenants that Consultant or subcontractors shall not sell or give away any such Client data or information derived therefrom.

With regard to Client's use of CustomerWise software for support, the Parties agree that the data Client enters into CustomerWise shall be transferred, moved, or stored in Canada. Client shall implement internal procedures to either require Client's staff to either redact customer's personal information or obtain the consent of the customer prior to entering customer's personal information into CustomerWise.

43. Consultant's Representations and Warranties. Consultant represents and warrants as follows:

(a) Consultant is a foreign corporation with authority to transact business within the State of Missouri;

(b) Consultant has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(c) Consultant has taken all action required by law in order to approve, execute and deliver this Agreement;

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by Consultant with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree,

determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of Consultant or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which Consultant is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(e) The Consultant has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(f) To the Consultant's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect Consultant's ability to perform its obligations under this Agreement; and

(g) This Agreement is a legal, valid and binding obligation of Consultant enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

44. The following Exhibits and Schedules are incorporated herein by reference:

Schedule "A"	Escrow Terms
Exhibit 1	Annual Support and Maintenance Fee
Exhibit 2	Standard Support and Maintenance Services – Standard Guidelines

45.   Entire Agreement. This Agreement represents the entire agreement of Client and Consultant with respect to the subject matter hereof, and supersedes any prior agreements, understandings and representations.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

CITY OF COLUMBIA, MISSOURI

By: _____
          Mike Matthes, City Manager

ATTEST:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:
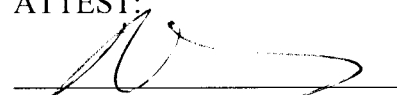
_____
Nancy Thompson, City Counselor

N. HARRIS COMPUTER CORPORATION

By:
Name: Rob DiMurro
Title: President, Harris Utilities

ATTEST:
Name: Peter Fanous
Title: Executive Vice President, Advanced Utility Systems

Schedule "A"

Escrow Terms

Where the Client has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

(a)   Consultant and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by Consultant to the Escrow Agent pursuant to the terms of this Agreement. The Client has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the Client has completed the Escrow Arrangement document. Consultant agrees that if an "Event of Default" occurs, then the Client shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.

(b)   An **Event of Default** is defined as and shall be deemed to have occurred if Consultant: (1) ceases to market or make available maintenance or support services for the Software during a period in which the Client is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Consultant has not promptly cured such failure despite the Client's demand that Consultant make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Consultant set forth in this Agreement.

(c)   Consultant will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software. Such Source Code shall include the source code to any modifications or interfaces developed by Consultant for Client.

(d)   The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the Client.

(e)   The termination of the Support and Maintenance Agreement shall immediately end the Client's rights as a beneficiary under the Escrow Agreement and Escrow

Arrangement, as applicable.

(f) This Schedule "A" shall form part of the Support and Maintenance Agreement only where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or Consultant will annually send notices to the Client of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by Consultant for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

Exhibit 1
Annual Support and Maintenance Fee

Year 1 Support and Maintenance Fees: $48,125 .00

Exhibit 2
Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 2 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Consultant reserves the right to make modifications to this document as required; provided, however, Consultant shall not reduce the scope of support provided hereunder without the prior consent of the Client.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
    - Guaranteed Support on your existing applications for life
    - Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- eSupport access 24 x 7 with the following on-line benefits:
    - Log and close calls
    - View and update calls
    - Update contact information
    - Access published documentation
    - Access available downloads
    - Access Support knowledge base
    - Participate in Discussion Forums
- Standard software releases and updates
    - Defect corrections (as warranted)
    - Planned enhancements
    - State and/or Federal mandated changes (charges may exist depending on scope)
    - Participation in beta program
    - Release notes
- Customer Care Program
    - Quarterly News Letter with support tips
    - Technical support bulletins
    - Communication on new products and services
    - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours
Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 and 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: your Client name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.

- Our support system or one of our support analysts will provide you with a call ID to track your issue and your call will be logged into our support tracking database.

- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.

- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.

- All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our website to see the status of your call.

- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.

- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number to track the progress of the issue. At this time, your support call will be closed and replaced by the development ID number. The development ID number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved

immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1:   Contact the support representative working on your issue

Level 2:   Contact the support supervisor or group lead

Level 3:   Contact the Director of Support

Level 4:   Contact the Vice President of Operations

Level 5:   Contact the Executive Vice President

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

Test Databases and Environments

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the Client's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers) however; Consultant will work with the client to establish a mutually agreeable remote connection policy.

City of Columbia

701 East Broadway, Columbia, Missouri 65201

SUPPORTING DOCUMENTS INCLUDED WITH
THIS AGENDA ITEM ARE AS FOLLOWS:

Additional ERP Project Costs Needed for Advanced Utility

Additional ERP Project Costs Needed for Advanced Utility

ERP Project Costs for FY 2014 Advanced Utility

Contract Amount	$1,134,350
Estimated Overtime/Backfill costs	$37,600
Contingency (5%)	$56,718
Project Manager position for FY 2016 (Transfer to GF)	$122,067
Total Needed for Advanced Utility ERP	**$1,350,735**

	# of Utility Accts	% of Total	Appropriation Amount	From Account Number		To Account Number	
Water Utility Fund	46,203	24.87%	$335,897	550-0000-351.01-00	to	440-8800-508.49-90	C00476
Electric Utility Fund	47,453	25.54%	$344,985	551-0000-351.01-00	to	440-8800-508.49-90	C00476
Sanitary Sewer Utility Fund	46,362	24.95%	$337,053	555-0000-351.01-00	to	440-8800-508.49-90	C00476
Solid Waste Utility Fund	45,777	24.64%	$332,800	557-0000-351.01-00	to	440-8800-508.49-90	C00476
	185,795	**100.00%**	**$1,350,735**				