

AFFILIATED COMPUTER SERVICES

SOFTWARE/HARDWARE CONTRACT

1431 Tallevast Road, Sarasota, FL 34243 • (800) 800-0056

Date: April 5, 2005

C Nassau County Board of County Commissioners S Same as Client
 L P.O. Box 1010 H _____
 I Fernandina Beach, FL 32035 I _____
 E _____ P _____
 N Contact: Mr. Mike Mahaney, County Administrator T Telephone: _____
 T P.O. Number: _____ O Sales Rep: Royce Lain

Software Application	Purchase Price	Training Days	Training Price	Annual SSA Price
DELINQUENT COLLECTION SYSTEM				
MAINTENANCE				228.05/MO 2736.60/YR

Hardware Description	Purchase Price	Model/Feature	Qty	Total Amount	Total Annual HSA Price
POINT OF SALE, PRINTER					42.33/MO 508.00/YR
HARDWARE NETWORK SUPPORT					66.66/MO 800.00/YR
HARDWARE UPGRADE INSTALL					75.00/MO 900.00

Software TOTAL	2736.60				Total
Hardware TOTAL	2208.00		Training		Discount
			Total		Grand Total
					4944.60

Commencement Date: 10/1/2005

Termination Date: 9/30/2006

Special Instructions:

CONTRACT TO BE BILLED MONTHLY BEGINNING WITH OCTOBER, 2005 THROUGH SEPTEMBER 30, 2006

Signed Client: *Ansley N. Acree*
 Ansley N. Acree, Chairman
 Nassau County Board of County Commissioners

ACS: *Kevin Greider*
 Vice President

Date: May 11, 2005

Date: 5/27/05

ATTEST: *John A. Crawford*
 John A. Crawford, Ex-Officio Clerk

Approved as to form: *Michael S. Mullin*
 Michael S. Mullin, County Attorney

John A. Crawford
 John A. Crawford, Ex-Officio Clerk

THIS AGREEMENT is made between AFFILIATED COMPUTER SERVICES, a Delaware corporation referred to in this document as "ACS", and customer, referred to as "CLIENT", in order to clearly state the mutual responsibilities, considerations and commitments they have agreed to.

A. SPECIFIC PRODUCTS AND FEES. ACS will provide the Customer with the Licensed Software Products and Hardware listed on front, at the stated license fees/price.

Each Licensed Software product consists of object programs, control language procedures and a user reference manual. CLIENT acknowledges that changes to the systems are to be prepared by the CLIENT.

B. TRAINING, ASSISTANCE AND CONSULTATION. Included in the license fees, ACS will provide CLIENT with training, assistance or consultation as limited to the man hours set forth and conducted on the premises of ACS.

C. LIMITED SERVICES. This agreement specifically excludes:

- (1) additional consulting, training and installation assistance,
- (2) modification or development of Licensed Software Products,
- (3) updating of Licensed Software Products after the first 90 days from date of delivery, or 6 months from date of contract, whichever happens first,
- (4) conversion from predecessor systems. These services are separate and apart from this agreement and are properly a part of a PROFESSIONAL SERVICES AGREEMENT.

D. LIMITED LICENSE. CLIENT is granted a license to use the Licensed Software Products indicated for a period of ninety-nine (99) years. This license is granted for use by the CLIENT on a single computer processing unit and is not to be duplicated other than for internal backup copies or used by others without the express written permission of ACS. The license may not be transferred to any processing unit other than the original processor on which the software is installed without the express written consent of ACS.

E. ACCESS TO UPDATED VERSIONS. For a period of 90 days following the delivery of the software or 6 months from date of contract, whichever comes first, CLIENT will be entitled to all corrections or enhancements to the standard unmodified Licensed Software Products. After this period, CLIENT may elect to obtain updated versions of the Licensed Software Products through a software support agreement.

F. LIMITED WARRANTY. ACS represents that its sales literature and illustrative brochures are accurate in all material respects. Licensed software products are however, subject to continued revision and may, at times, be at variance with the sales literature.

For a period of 90 days following the date of delivery, ACS agrees to correct, at its expense, in a timely manner, all substantive errors reported in writing by the CLIENT. The correction of the licensed software products may take the form of (1) corrected documentation, (2) corrected source or object code, or notice of availability of corrected code, (3) or a change in functional definition of the licensed software product. ACS does not guarantee service results or represent that all errors will be corrected. ACS will remain diligent in its efforts to correct errors. ACS will not be liable for any lost profits, or for any claim or demand against customer by any other party, and in no event will ACS be liable for consequential damages even if ACS has been advised of the possibility of such damages.

ACS AND CLIENT ACKNOWLEDGES THAT THIS AGREEMENT DOES NOT CONSTITUTE A SALE OF GOODS AND THAT THERE ARE NOT WARRANTIES MADE OR INTENDED, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

G. RESPONSIBILITY FOR USE AND CONTROL. CLIENT agrees that it will be exclusively responsible for the supervision, management, and control of its use of the Licensed Software products; such responsibilities include, but are not limited to:

1. Insuring proper machine configuration, program installation, audit controls, and operating methods;
2. Establishing adequate software, hardware and data back up and recovery plans, based on alternate procedures;
3. Implementing sufficient procedures and check points to satisfy CLIENT'S requirements for security and the accuracy of input and output;
4. Providing qualified and properly trained computer operators;
5. Providing all forms and supplies necessary for the system;
6. Providing all necessary data preparation and entry.

H. PROPRIETARY RIGHTS. CLIENT recognized that the Software Products licensed under this agreement are proprietary; and that ACS or the Licensed Software product's owner, referred to as "Proprietor", RETAINS OWNERSHIP OF ALL RIGHTS, TITLE AND INTEREST TO ITS LICENSED SOFTWARE PRODUCTS, which includes source programs, object programs, control language procedures, systems design, modular program structure, system logic flow, technical documentation, report and video formats, subroutines, processing techniques and procedures, and report generation. All enhancements made on behalf of CLIENT by ACS will be proprietary to ACS. Any improvements, creations, etc., whether patented, copyrighted or not, made by employees or agents of the CLIENT which relate to the System's data processing techniques by their work in connection with the System, are to be reported to ACS. The CLIENT hereby grants and agrees to grant to ACS the unrestricted right to practice such improvements, and to license others to practice such improvements without charge.

I. CONFIDENTIAL AND VALUABLE SUBSTANCE. CLIENT recognizes that the Licensed Software Products have substantive monetary value and are considered TRADE SECRET, PROPRIETARY, and CONFIDENTIAL. Proprietor is desirous of maintaining rigorous control over these Licensed Software Products. CLIENT therefore, agrees that it will exercise due care to prevent disclosure of the Licensed Software products including:

1. CLIENT shall insure that any identification labels or legal notices contained in any aspect of the Licensed Software Products are not modified, suppressed or in any other way made inconspicuous;
2. CLIENT shall restrict access to the Licensed Software products to only those employees of the CLIENT who must have access in order to perform their specific obligations in the CLIENT'S business. CLIENT shall take all necessary and proper precaution to insure that unnecessary and unauthorized access to the Licensed Software Products by its employees does not occur;
3. CLIENT agrees that it will take all reasonable precautions to insure that non CLIENT personnel, including non-employee agents of CLIENT, do not obtain access to or knowledge of the Confidential Information without first obtaining the express written consent of ACS. ACS agrees that it will not unreasonably withhold such consent;
4. CLIENT will use all reasonable precautions to prevent the Licensed Software Products from being acquired by unauthorized persons;
5. CLIENT shall treat the ideas and expressions contained in the Software Products as TRADE SECRET, PROPRIETARY and CONFIDENTIAL and belonging solely to Proprietor and shall not, without the prior written permission of Proprietor, copy or duplicate any physical embodiments of the Licensed Software Products, other than for internal backup purposes;
6. CLIENT agrees to notify ACS immediately of any unauthorized possession, use or knowledge of any Licensed Software Products. CLIENT shall promptly furnish ACS with full details of such possession, use or knowledge, assist in preventing any recurrence thereof and cooperate with ACS in any litigation or other proceedings deemed necessary by ACS to protect Proprietors rights.

J. RIGHT TO MODIFY. CLIENT will have the right to modify the Licensed Software Products without the prior consent of ACS, however, if modifications are made, all warranties are immediately voided.

K. DELIVERY AND PAYMENT. CLIENT agrees to pay, on a non-refundable basis, 40% of the software license fees upon signing this agreement, 40% upon delivery of the Licensed Software Products and the remaining 20% within 30days of receipt of the product. A credit for the training and consultation hours will be applied as used.

L. TAXES. The contract price does not include taxes of any kind. If under any applicable law, ACS is required to collect or pay taxes on the software products or services furnished in this agreement, exclusive of income taxes, then CLIENT agrees to pay to ACS amounts equal to the resulting taxes.

M. ASSIGNMENT. This agreement and the rights granted by it cannot be assigned or otherwise transferred by the CLIENT without the prior written consent of ACS and ACS agrees that it will not unreasonably withhold such consent. ACS may assign its rights without the consent of CLIENT.

N. TERM. Either party may terminate this agreement prior to its expiration for the failure of the other party to comply with a major provision or condition set forth herein by giving thirty (30) days written notice of a desire to terminate, and the specific grounds, to the other party. The non-terminating party may contest the propriety of the termination by submission to an arbitrator under the arbitration procedure. The party wishing to terminate the agreement shall have the burden of proof. While the decision of the arbitrator is pending, this agreement shall remain binding on the parties. All disputes involving the termination of this agreement shall be submitted to an arbitrator appointed by, and operating under the rules of the American Arbitration Association. The written decision of the arbitrator shall be final, and binding upon the parties.

Upon termination by either party, CLIENT will furnish to ACS a completed form entitled "CLIENT Licensed Program Certification of Return or Destruction" certifying that through the CLIENT'S best effort, and to the best of the CLIENTS knowledge, the original and all copies of the Licensed Software products received from ACS or made in connection with such license have been returned or destroyed. This requirement will apply to all copies in any form including translation, whether partial or complete, and whether or not modified or merged into other program materials as authorized herein.

O. GENERAL UNDERSTANDINGS. The commitments in this agreement are based on the following understandings:

1. Governing Law, Waiver, Notices. This agreement will be governed by the laws of the State of Florida, and is the entire agreement between the parties. A waiver of any part of this agreement shall be limited to that specific event and shall not be a waiver of the entire agreement. Any notices required in this agreement will be effective when in writing, and when deposited in the mail properly addressed with prepaid postage.
2. Litigation. If either party defaults in any part of this agreement, the prevailing party shall be entitled to all reasonable costs and expenses, including actual attorney's fees, which it incurs from enforcing this agreement. No action, regardless of form, arising out of this agreement may be brought by either party more than one year after the cause of action has arisen.

P. ACKNOWLEDGMENT. BY SIGNING THIS CONTRACT, THE CLIENT ACKNOWLEDGES THAT THE CLIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS; AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR AND CONCURRENT PROPOSALS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

ADDENDUM

SOFTWARE MAINTENANCE AND SUPPORT

LICENSED SOFTWARE MAINTENANCE. Definition of Maintenance Period – Maintenance period begins 90 days from date of delivery, or 6 months from date of contract on initial delivery of Systems, whichever occurs first, or as amended in the annual software maintenance agreement provided subsequent to the first year's installation.

1.00 SYSTEM SOFTWARE MAINTENANCE

1. ACS TAX APPLICATION SYSTEM SOFTWARE maintenance will be in the format and language of the CONTRACTOR'S computer configuration.
2. For Tax Systems, standard application enhancements may or may not include changes required by legislative action, depending on the scope, complexity and timing of such changes. ACS reserves the exclusive right to determine if such changes will be included in such enhancements.

ACS will automatically renew this Software Maintenance Plan annually and continue the covered services on its anniversary date; unless notified by either party prior to said anniversary date for a period of 1 YEAR.

2.00 TELEPHONE SERVICE

The CONTRACTOR will provide those CUSTOMER's contracted for maintenance with unlimited telephone support services during the contract maintenance period.

Unlimited software and hardware training service during CONTRACTORS scheduled classes is provided as part of the maintenance agreement to those CUSTOMERS who are contracted for on-going maintenance support services.

ADDENDUM

HARDWARE NETWORK SUPPORT SERVICES

ACS will provide the Network Support Services as defined in this agreement.

TERMS and FEES: The CUSTOMER agrees to pay an annual fee as detailed on the fee pages of this agreement for a one-year period to commence on the contract date first stated herein. This agreement will automatically renew on its anniversary date with an annual price increase of not more than 8%. Should ACS or CUSTOMER elect not to renew the agreement, the other party must be notified in writing at least 30 days prior to the anniversary date. Upon request and agreement to perform on-site visits for services or consultation, ACS will bill travel-related expenses as actual.

ACS will provide the following support services for the annual fee stated.

- Online Remote Support Access by qualified ACS Staff.

- Unlimited hardware and network telephone support via toll free number.
- - Toll Free hardware and networking services via 800-800-0181
 - Monday - Friday; 8:00 a.m. - 5:00 p.m. CST

- Client Network Environment diagram as Network changes dictate.
 - LAN Definition updated with CUSTOMER supplied information