

SUPPORT AGREEMENT - TERMS AND CONDITIONS

This SUPPORT AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between Vision Computer Programming Services, inc. located in Clearwater, FL (hereinafter referred to as "Vision"), and the firm or individual identified on the reverse side hereof (hereinafter referred to as "Customer"), who agree as follows:

Current prevailing rate for onsite or online support: \$105.00 per hour.

1. CONSTRUCTION, JURISDICTION, AND VENUE

1.1 This Agreement shall be construed according to the laws of the State of Florida. Jurisdiction and Venue for any action hereunder shall lie within the Fifth Judicial Circuit, in and for Sumter County, Florida

2. TERMS OF PERFORMANCE

- 2.1 Services under this Agreement are provided on a Per Call or other pre-agreed upon basis. Customer agrees to pay for services performed at Vision's current Per Call rates or at a rate agreed upon by both Customer and Vision prior to work.
- 2.2 Vision shall provide Customer with a written estimate of the time it anticipates will be required to perform the requested services. In no event shall Vision be obligated to perform the requested services within the estimated time. Customer agrees to pay charges based upon the actual time required to perform the requested services unless special rates or rules are agreed upon by both Customer and Vision prior to work and set forth in writing.
- 2.3 Vision reserves the right to perform certain services under this Agreement at a rate different from Vision's current Per Call rates. Vision shall notify Customer of any change in rates prior to the performance of such services.
- 2.4 Vision reserves the right to perform certain services under this Agreement at a location other than customer's site. 2.5 Term: The term of this Agreement shall be two (2) years from the effective date.

3. CHARGES/PAYMENT

- 3.1 Hourly Rates are calculated for actual time spent at the customer's site or actual time spent on work performed for Customer while away from customer's site. An additional surcharge may be applicable when travel to a customer's site is geographically difficult to reach or when special modes of transportation are required.
- 3.2 Payment is due upon receipt of Invoice or earlier. Vision may require payment in advance for certain services.
- 3.3 All charges are exclusive of all federal, state, municipal or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future, which costs shall be paid by Customer.

4. SERVICES PROVIDED

- 4.1 The following services are provided by Vision under this Agreement: (1) procedural guidance in the operation of hardware and software; (2) installation of hardware and software; (3) user training on the operation of hardware and software; (4) trouble-shooting of hardware and software malfunctions; (5) Database and spreadsheet systems design. Services are provided on a Per Call basis or other agreed upon terms. 4.2 Vision will prepare a written task description prior to performance of any services, describing those services, which Customer has requested. Vision may perform additional services at its option, subject to time limitations and prior commitments. 4.3 Vision may, from time to time, add or delete services provided under this Agreement, at its discretion. 4.4 Vision may provide support of asynchronous communication either on-site or remote, at its discretion.

5. EXCLUDED SERVICES

- 5.1 Vision will not correct deficiencies in the operating environment.
- 5.2 Services under this Agreement shall not include hardware repair.
- 5.3 Vision will not install cables or equipment in walls or ceilings or under floors.
- 5.4 Nothing in this Agreement shall be construed to relieve Customer of his responsibility to read all manuals, instructions, user's guides or other operating materials included with any hardware or software. Vision makes no attempt under this Agreement to provide Customer with the information contained therein.
- 5.5 Vision will not be responsible for the writing or production of Manuals describing the operation of authored Database or Spreadsheet systems unless agreed upon in writing by both Customer and Vision. Vision will not author manuals for Database or Spreadsheet systems at no cost to Customer

6. ACCESS TO EQUIPMENT AND DATA, HOLD HARMLESS

- 6.1 Customer shall permit Vision to have full and free access to the Listed Equipment and any machines, attachments, features or other equipment necessary to provide the specified services, at no charge to Vision.
- 6.2 Customer shall permit Vision to make and retain a backup of any and all programs written for Customer. 6.3 The copyright of work performed will be retained by Vision.
- 6.4 Hold Harmless: Vision agrees to hold Sumter harmless for any damage done to Vision's computer systems while performing work on Sumter's computer system.

7. INSURANCE

- 7.1 Insurance: Vision agrees to keep in place insurance, and produce verification of insurance upon request, with limits not below the following amounts:
- \$2,000,000 General Aggregate Limit
 - \$2,000,000 Products-Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit
 - \$100,000 Damage to Premises Rented to You Limit
 - \$5,000 Medical Expense Limit
- 7.2 Certificate of Insurance shall:
1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement providing equal or greater Additional Insured coverage.
 2. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on Builders Risk when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
 3. Clearly identify each policy's limits, flat and percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
 4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
 5. Forward original to and clearly indicate Certificate Holder and Additional Insurance as follows: Sumter County Board of County Commissioners, Risk Management Department, Attn. Lita Hart, 7375 Powell Road, Wildwood, Florida 34785.
- 7.3 Damages: Sumter agrees that damages for any action brought against Vision pursuant to this Agreement shall not exceed the amount of insurance Vision has in place at the time of the event causing such action. In no event shall Vision be liable for special, indirect or

consequential damages resulting from work performed under this Agreement.

8. LIMITED WARRANTY AND LIMITATION OF LIABILITY

- 8.1 Vision agrees to use its "best efforts" to provide the services required under this Agreement in a prompt manner, but in no event shall Vision be liable for any damages or liabilities, directly or indirectly caused by failure to properly provide any services under this Agreement, by length of down time, or temporary unavailability of personnel due to calls arriving prior to Customer's call.
- 8.2 The Customer assumes full responsibility for backup of all programs and all data and any loss of program or data is not covered by this Agreement.
- 8.3 EXCEPT FOR THE LIMITED WARRANTIES STATED ABOVE, VISION DISCLAIMS ALL WARRANTIES OF ANY KIND WITH REGARD TO THE SUBJECT MATTER HEREOF, THE SERVICES TO BE PROVIDED BY VISION AND ANY MATERIAL SUPPLIED BY VISION, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 8.4 VISION SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY VISION PROGRAMS OR SERVICES PROVIDED BY VISION, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION OF SERVICES, LOSS OF BUSINESS, OR ANTICIPATORY PROFITS, OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR OPERATION OF THE EQUIPMENT OR PROGRAMS, OR RELIANCE UPON ANY REPRESENTATIONS OR DEMONSTRATIONS BY VISION CONCERNING SUCH USE OR OPERATION, AND IN NO EVENT SHALL VISION BE LIABLE FOR LOSS OF PROFITS, OR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT. IN NO EVENT SHALL VISIONS TOTAL LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY VISION FOR PRODUCTS OR SERVICES UNDER THIS AGREEMENT.
- 8.5 NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS AGREEMENT MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED OR DATE OF DELIVERY OF ANY PRODUCT OR SERVICE REFERRED TO IN THIS AGREEMENT.

ATTEST:
Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

WITNESS:

Vision Computer Programming Services, Inc.

By: _____

Title: _____

WITNESS:

Approved as to correctness of form:

County Attorney for Sumter County