

## QUETEL SOFTWARE SUPPORT AGREEMENT

**THIS SOFTWARE SERVICE AGREEMENT** (the "Agreement") is entered into by QueTel Corporation ("QueTel"), a Virginia Corporation, and the Johnson County S.T.O.P. Special Crimes Unit (Client"), located at the following address:

C/O Judge Roger Harmon  
#2 North Main St.  
Cleburne, TX 76031

The parties hereto, intending to be legally bound in consideration of the mutual agreements, covenants and promises contained herein, do hereby agree as follows:

### TERMS OF AGREEMENT

The terms of this agreement shall commence on June 1, 2011 and expire on May 31, 2015. The cost of this annual agreement shall be \$995.00 to be paid by the Johnson County S.T.O.P. Special Crimes Unit to QueTel Corporation. The Term will be renewed by mutual written agreement for successive one-year periods. Either party at the end of the Term or any renewal period can cancel this Agreement with respect to all or any of the Software by giving the other party 60-days written notice. QueTel may, in addition, cancel the Agreement with respect to any Software that, in its good faith judgment has become excessively abused, modified by other than QueTel personnel, or obsolete, and return any unused funds to the Johnson County S.T.O.P. Special Crimes Unit. All written notices given pursuant to this Section shall include the serial number of the software presently under warranty.

### SERVICE OBLIGATIONS

Subject to the terms of this Agreement, QueTel shall use its best efforts to diagnose any software that malfunctions under normal use. Malfunctions which, in QueTel's good faith judgment, are due to the Johnson County S.T.O.P. Special Crimes Unit's sole negligence, operation error, abnormal use, or alterations or repairs not performed or authorized by QueTel, may be repaired by QueTel, and the Johnson County S.T.O.P. Special Crimes Unit agrees to pay for such services at QueTel's current time and material rates. At the Johnson County S.T.O.P. Special Crimes Unit's request QueTel may provide additional services that are not covered by this Agreement and materials.

Technical support hours will be 8:00 a.m. to 5:00 p.m. (EST/EDT) Monday through Friday, QueTel holidays excluded. Service provided outside of these hours, at the request of the Johnson County S.T.O.P. Special Crimes Unit, shall be charged and billed additionally at QueTel's current time and material rates. QueTel will observe the following holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. QueTel may change these holidays upon 60-days written notice to the Johnson County S.T.O.P. Special Crimes Unit.

If at any time the Johnson County S.T.O.P. Special Crimes Unit shall be in breach of its obligation to pay any amount due under this or any other agreement between the Johnson County S.T.O.P. Special Crimes Unit's and QueTel, QueTel's obligation under this Agreement to repair software shall be suspended until such time as all required payments shall have been made.

If at any time Johnson County S.T.O.P. Special Crimes Unit shall be in breach of this agreement proposes to have covered by this Agreement any software previously removed from Agreement, QueTel may, at its option, inspect and if necessary, repair or update any such items which do not meet acceptable performance standards, as may be defined by QueTel, prior to the commencement of this Agreement with respect to such items. The Johnson County S.T.O.P. Special Crimes Unit agrees to pay for such repairs at QueTel's then prevailing time and materials rates.

To provide the most responsive service, the Johnson County S.T.O.P. Special Crimes Unit should have

either a VPN or the ability to connect to QueTel through a secure Web Site. This permits our Web-based, real-time Server side remote access and support from QueTel's Technical Support Staff to help diagnose and resolve issues that might arise with the Johnson County S.T.O.P. Special Crimes Unit's TraQ application.

In addition, QueTel strongly recommends that the Johnson County S.T.O.P. Special Crimes Unit purchase and use an uninterruptible power supply (UPS), designed to maintain power to the PC in event of a power failure. Absent an UPS, it is likely that a power failure will damage files and destroy data that will be costly to recover or collect and enter again.

#### **ADDITIONAL CHARGES (If applicable)**

It may occur that certain problems in operating software supplied by QueTel or from other sources are perceived to be due to QueTel software errors. However, after analysis and diagnosis, it is determined that these problems arise from the Johnson County S.T.O.P. Special Crimes Unit's network operations or software. These may include but are not limited to network connection problems network permissions, conflicts with other network operating systems, definitions of domains. In this case QueTel may invoice the Johnson County S.T.O.P. Special Crimes Unit for the costs of our effort at our normal commercial rates. QueTel may also, if requested and agreed upon by the Johnson County S.T.O.P. Special Crimes Unit, perform services outside of the scope of this Agreement with regard to software changes or network, operating system, connectivity issues. These too will be invoiced at normal commercial rates.

All additional Service Charges will be invoiced within 10 days of the performance of such additional services. Any additional services rendered by QueTel, including, but not limited to repair or restoration of files, helping diagnose equipment problems or conflicts between QueTel's software and other peripherals, or enhancements will be invoiced as they occur. All invoices shall be due and payable at QueTel's office in Herndon, VA, within thirty days of the date of the invoice

**LIMITATION OF QueTel LIABILITY**

QueTel shall not be responsible or liable for any failure to perform thereunder if such failure is caused by acts of God, strikes or labor disputes, failures of transportation, fire or flood or other casualties, which are beyond circumstance for any incidental or consequential damages or any damages for negligence, with respect to any software held under this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this agreement to be executed on the day and year first above written.

AGREED:

Johnson County  
Client's Name

By: [Signature]  
Authorized Individual

Title: Johnson County Judge  
ROGER HARMON  
Authorized Individual Name (Typed/Printed)

Date: 5/26/15

ACCEPTED:

QueTel Corporation  
14088-M Sullyfield Circle  
Chantilly, VA 20151

By: [Signature]  
QueTel Representative

Title: Accounts Manager

Robert O. Wagner, Jr  
QueTel Representative (Typed/Printed)

Date: March 9, 2015

# Invoice

**QueTel Corporation**  
14100 Sullyfield Circle  
Suite 700  
Chantilly, VA 20151  
703-318-6836

DATE	INVOICE #
3/9/2015	13759

**BILL TO**

Johnson Co. (TX) Drug Task Force  
P.O. Box 676  
Cleburne, TX 76033

**SHIP TO:**

S.T.O.P.  
Attn: Angie Bankston  
2221 Pipeline  
Cleburne, TX 76031

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
RENEWAL	Due on receipt	JRC	3/9/2015	US Mail		503GRSS086

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	Software Supp	1 Year Software Support Agreement - June 1, 2015 through May 31, 2016	995.00	995.00
		Out-of-state sale, exempt from sales tax	0.00%	0.00

Authorization for Payment  
Materials have been received  
for this P.O.#

Date: 5-8-15

Signed: [Signature]

**TOTAL**

\$995.00



# Johnson County PURCHASE ORDER

**PO 15-2618**  
THIS NUMBER MUST APPEAR ON ALL  
INVOICES, PACKAGES, SHIPPING  
PAPERS AND CORRESPONDENCE

**PAGE NO. 1 of 1**  
**DATE OF ORDER: 04/30/2015**

**Vendor Name and Address**

**QUETEL CORPORATION**  
14100 SULLYFIELD CIRCLE  
STE 700  
CHANTILLY, VA 20151

**Attention To:**

**Ship To:** PURCHASING, JOHNSON COUNTY  
1102 E. KILPATRICK, STE B  
CLEBURNE, TX 76031

VENDOR NO.	SHIP VIA	F.O.B	TERMS	BUYER	
00137	BESTWAY	DESTINATION	NET30	Kristi Shaw	
DELIVER BY DATE	HISTORICAL PO NO	REQUISITION NO	REQUISITION BY		
04/30/2015		R15-2737	Renaë Fruin		
LINE NO.	QUANTITY	UOM	ITEM NO. & DESCRIPTION	UNIT COST	EXTENSION
1	1.00	YR	Software Support for Evidence Tracking Program 1110-6800-54000-LE	\$995.00	\$995.00
				<b>TOTAL</b>	<b>\$ 995.00</b>

Deliveries will not be accepted between noon and 1:00 p.m.

Delivery ticket must be signed by an authorized County employee.

TAX EXEMPTION NO. 75-6001030

**TERMS AND CONDITIONS:**

By fulfillment of this order vendor accepts all Johnson County  
Terms and Conditions which are available online at  
<http://www.johnsoncountytexas.org/departments/purchasing/terms/index.php>  
or by contacting Purchasing at 817.556.6384

*Ralph McBroom*  
Authorized By:

**ALL INVOICES MUST SHOW PURCHASE ORDER NUMBER**