

NOV 23 2020

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Scott Porter

TODAY'S DATE:

DEPARTMENT: Tax Office

SIGNATURE OF DEPARTMENT HEAD:

[Handwritten Signature]

REQUESTED AGENDA DATE: 11/23/2020

SPECIFIC AGENDA WORDING:

Consideration of Qmatic Queue Management System from Technical Communities Inc. purchased thru the COVID Relief Fund Grant - Tax Office

PERSON(S) TO PRESENT ITEM:

Scott Porter

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 minutes

ACTION ITEM:

WORKSHOP

(Anticipated number of minutes needed to discuss item)

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:

IT DEPARTMENT:

AUDITOR:

PURCHASING DEPARTMENT:

PERSONNEL:

PUBLIC WORKS:

BUDGET COORDINATOR:

OTHER:

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____

Date _____

Quotation No. 477503-0
 Johnson County Tax Office
 Scott Porter
 US
 Date: 09/28/2020
 Expires: 12/27/2020
Contract number(s):
 -GS-35F-0311R exp 02/02/2025

Company information:
 Technical Communities, Inc.
 1111 Bayhill Drive Ste 400
 San Bruno, CA 94066
 -Tax Id: 94-3310442
 -D&B: 066438152
 -Cage: 1RPN6

Questions?
 Lynne McMurray - Technical Communities
 lmmurray@technicalcommunities.com
 Phone: (888) 665-2785 x3761
 Fax: (650) 624-0535

Line Description	Lead Time	Type	Contract	SIN	COO	Warranty	List price	Your price	Qty	FOB	Shipping	Subtotal
1.0 Q-Matic Corporation 10112014 CS1703 MAIN	6 Weeks	NEW	GS-35F-0311R		SE	6 Months	\$89.70	\$89.70	3	Destination	\$0.00	\$269.10
1.1 Q-Matic Corporation 10112018 CS1705 POWER	6 Weeks	NEW	GS-35F-0311R		SE	6 Months	\$75.90	\$75.90	3	Destination	\$0.00	\$227.70
1.2 Q-Matic Corporation 10100937 PSU 24V 5A MEANWELL GST120A24	6 Weeks	NEW	GS-35F-0311R		SE	6 Months	\$120.75	\$120.75	3	Destination	\$0.00	\$362.25
1.3 Q-Matic Corporation 10216100 QMATIC HUB	6 Weeks	NEW	GS-35F-0311R	33411	US	6 Months	\$1,245.00	\$682.00	3	Destination	\$0.00	\$2,046.00
1.4 Q-Matic Corporation 10216110 INTRO 17 GENERATION 2	6 Weeks	NEW	GS-35F-0311R		SE	6 Months	\$5,520.00	\$5,520.00	3	Destination	\$0.00	\$16,560.00
1.5 Q-Matic Corporation 10214251 FLOOR PEDESTAL INTRO 17	6 Weeks	NEW	GS-35F-0311R		SE	6 Months	\$684.25	\$684.25	3	Destination	\$0.00	\$2,052.75
1.6 Q-Matic Corporation 10214192 BARCODE READER KIT INTRO 17 / VISION	6 Weeks	NEW	GS-35F-0311R		SE	6 Months	\$966.00	\$966.00	3	Destination	\$0.00	\$2,898.00
1.7 Q-Matic Corporation 11040302 POWER CORD 3 POLE IEC320-7C13 USA BLK	6 Weeks	NEW	GS-35F-0311R		SE	6 Months	\$16.10	\$16.10	3	Destination	\$0.00	\$48.30
1.8 Q-Matic Corporation 10461102 NOTES 2 924 RED WITH SIGN	6 Weeks	NEW	GS-35F-0311R		SE	6 Months	\$262.20	\$262.20	24	Destination	\$0.00	\$6,292.80
1.9 Q-Matic Corporation 10100939	6 Weeks	NEW	GS-35F-0311R		SE	6 Months	\$57.50	\$57.50	6	Destination	\$0.00	\$345.00

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Item #	Description	Quantity	Unit	Lead Time	Price	Total Price	Destination					
PSU 24V 2.5A 100-7240VAC EA10682P-7240												
1.10	Q-Matic Corporation 10100988 WALL BRACKET PSU EA11002/EA10522/FRA120	6 Weeks	NEW	GS-35F-0311R	SE	6 Months	\$17.25	\$17.25	6	Destination	\$0.00	\$103.50
1.11	Q-Matic Corporation 11040302 POWER CORD 3 POLE IEC320-7C13 USA BLK	6 Weeks	NEW	GS-35F-0311R	SE	6 Months	\$16.10	\$16.10	6	Destination	\$0.00	\$96.60
1.12	Q-Matic Corporation 99900013 4-?Port Ethernet Switch	6 Weeks	NEW	GS-35F-0311R	SE	6 Months	\$80.00	\$80.00	3	Destination	\$0.00	\$240.00
1.13	Q-Matic Corporation 99900538 HDMI over Cat5 ? 4-?Port Transmitter	6 Weeks	NEW	GS-35F-0311R	SE	6 Months	\$330.00	\$330.00	6	Destination	\$0.00	\$1,980.00
1.14	Q-Matic Corporation 99900539 HDMI over Cat5 Receiver/Extender	6 Weeks	NEW	GS-35F-0311R	SE	6 Months	\$260.00	\$260.00	6	Destination	\$0.00	\$1,560.00
1.15	Q-Matic Corporation 99900552 HDMI over Cat5 ? Terminating Receiver	6 Weeks	NEW	GS-35F-0311R	SE	6 Months	\$187.50	\$187.50	6	Destination	\$0.00	\$1,125.00
1.16	Q-Matic Corporation 99900564 Bogen 35 Watt Mixer Amplifier -? Classic Series UL/CSA	6 Weeks	NEW	GS-35F-0311R	SE	6 Months	\$396.00	\$396.00	3	Destination	\$0.00	\$1,188.00
1.17	Q-Matic Corporation 99900565 Control 12C/T Compact Ceiling Speaker	6 Weeks	NEW	GS-35F-0311R	SE	6 Months	\$68.10	\$68.10	9	Destination	\$0.00	\$612.90
1.18	Q-Matic Corporation 99900546 Cat5e Cable -? 300 Feet Box	6 Weeks	NEW	GS-35F-0311R	SE	6 Months	\$174.73	\$174.73	6	Destination	\$0.00	\$1,048.38
1.19	Q-Matic Corporation HW9024	6 Weeks	NEW	GS-35F-0311R 33411	US	6 Months	\$660.00	\$660.00	3	Destination	\$0.00	\$1,881.00

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Line	Description	Lead Time	Type	Contract	SIN	COO	Warranty	price	Qty	FOB	Shipping	Subtotal
1.20	Hardware; Signage and Cabling Q-Matic Corporation 99900329 Pedestal Weighted Base	6 Weeks	NEW	GS-35F-0311R	SE	6 Months	\$150.00	\$150.00	3	Destination	\$0.00	\$450.00
1.21	Q-Matic Corporation 99900394 UPS Battery Backup	6 Weeks	NEW	GS-35F-0311R	SE	6 Months	\$110.00	\$110.00	3	Destination	\$0.00	\$330.00
1.22	Q-Matic Corporation 10900085 TICKETROLL TP BLACK	6 Weeks	NEW	GS-35F-0311R	SE	6 Months	\$450.00	\$450.00	3	Destination	\$0.00	\$1,350.00
Subtotal											\$43,067.28	

Line	Description	Lead Time	Type	Contract	SIN	COO	Warranty	price	Qty	FOB	Shipping	Subtotal
2.0	Q-Matic Corporation 10115600 Orchestra 7 Platform	6 Weeks	NEW	GS-35F-0311R	33411	SE	6 Months	\$12.00	\$11.40	36	Destination	\$410.40
2.1	Q-Matic Corporation 10115625 Journey Manager ? Premium	6 Weeks	NEW	GS-35F-0311R	511210	SE	6 Months	\$258.00	\$245.10	36	Destination	\$6,823.60
2.2	Q-Matic Corporation 10115621 Appointment Manager ? Standard	6 Weeks	NEW	GS-35F-0311R	511210	SE	6 Months	\$126.00	\$119.70	28	Destination	\$3,351.60
2.3	Q-Matic Corporation 10115700 Delivered Services; Outcomes; Marks	6 Weeks	NEW	GS-35F-0311R	33411	SE	6 Months	\$36.00	\$34.20	36	Destination	\$1,231.20
2.4	Q-Matic Corporation 10115640 Counter	6 Weeks	NEW	GS-35F-0311R	33411	SE	6 Months	\$86.40	\$82.08	28	Destination	\$2,298.24
2.5	Q-Matic Corporation 10115643 Concierge	6 Weeks	NEW	GS-35F-0311R	33411	SE	6 Months	\$270.00	\$209.00	3	Destination	\$627.00

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2.6	Q-Matic Corporation 10115644 Staff Notifications	6 Weeks	NEW	GS-35F-0311R 33411	SE	6 Months	\$27.60	\$26.22	36	Destination	\$0.00	\$943.92
2.7	Q-Matic Corporation 10115680 Customer Notification	6 Weeks	NEW	GS-35F-0311R 33411	SE	6 Months	\$27.60	\$26.22	36	Destination	\$0.00	\$943.92
2.8	Q-Matic Corporation 10115681 Voice Announcements	6 Weeks	NEW	GS-35F-0311R 33411	SE	6 Months	\$12.00	\$11.40	36	Destination	\$0.00	\$410.40
2.9	Q-Matic Corporation 10115682 Media Display	6 Weeks	NEW	GS-35F-0311R 33411	SE	6 Months	\$222.00	\$210.90	6	Destination	\$0.00	\$1,265.40
2.10	Q-Matic Corporation 10115683 Digital Signage	6 Weeks	NEW	GS-35F-0311R 33411	SE	6 Months	\$456.00	\$433.20	6	Destination	\$0.00	\$2,599.20
2.11	Q-Matic Corporation 10115685 Context Marketing	6 Weeks	NEW	GS-35F-0311R 33411	SE	6 Months	\$74.40	\$70.68	36	Destination	\$0.00	\$2,544.48
2.12	Q-Matic Corporation 10115684 Mobile Ticket	6 Weeks	NEW	GS-35F-0311R 33411	SE	6 Months	\$54.00	\$51.30	36	Destination	\$0.00	\$1,846.80
2.13	Q-Matic Corporation 10115660 Reports	6 Weeks	NEW	GS-35F-0311R 33411	SE	6 Months	\$30.00	\$28.50	36	Destination	\$0.00	\$1,026.00
2.14	Q-Matic Corporation 10115662 Operations Panel	6 Weeks	NEW	GS-35F-0311R 33411	SE	6 Months	\$54.00	\$51.30	36	Destination	\$0.00	\$1,846.80
2.15	Q-Matic Corporation 10115721 Auditing	6 Weeks	NEW	GS-35F-0311R 33411	SE	6 Months	\$18.00	\$17.10	36	Destination	\$0.00	\$615.60

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2.16	Q-Matic Corporation 10115722 Surface Editor	6 Weeks	NEW	GS-35F-0311R 33411	SE	6 Months	\$7.20	\$6.84	36	Destination	\$0.00	\$246.24
2.17	Q-Matic Corporation 10115740 Distributed Operations	6 Weeks	NEW	GS-35F-0311R 33411	SE	6 Months	\$732.00	\$695.40	3	Destination	\$0.00	\$2,086.20
2.18	Q-Matic Corporation 10115741 High Availability	6 Weeks	NEW	GS-35F-0311R 33411	SE	6 Months	\$7.20	\$6.84	36	Destination	\$0.00	\$246.24
2.19	Q-Matic Corporation 10115742 Staging	6 Weeks	NEW	GS-35F-0311R 33411	SE	6 Months	\$7.20	\$6.84	36	Destination	\$0.00	\$246.24
2.20	Q-Matic Corporation 10115769 Management Info Integration	6 Weeks	NEW	GS-35F-0311R 54151S	US	0 None	\$30.00	\$28.50	36	Destination	\$0.00	\$1,026.00
2.21	Q-Matic Corporation 10115400 SW HUB BASE LICENSE	6 Weeks	NEW	GS-35F-0311R	SE	6 Months	\$0.00	\$0.00	1	Destination	\$0.00	\$0.00
2.22	Q-Matic Corporation 10115401 SW HUB NETWORK GATEWAY	6 Weeks	NEW	GS-35F-0311R 511210	US	6 Months	\$425.00	\$207.00	1	Destination	\$0.00	\$207.00
2.23	Q-Matic Corporation 10115402 SW HUB DISTRIBUTED LOGIC NODE	6 Weeks	NEW	GS-35F-0311R 33411	US	6 Months	\$850.00	\$437.00	1	Destination	\$0.00	\$437.00
2.24	Q-Matic Corporation 10115403 SW HUB MEDIA PLAYER LICENSE	6 Weeks	NEW	GS-35F-0311R	SE	6 Months	\$460.00	\$460.00	1	Destination	\$0.00	\$460.00
2.25	Q-Matic Corporation LG0001 English (included at no charge)	6 Weeks	NEW	GS-35F-0311R	SE	6 Months	\$0.00	\$0.00	1	Destination	\$0.00	\$0.00

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2.26	Q-Matic Corporation LG0002 Spanish	6 Weeks	NEW	GS-35F-0311R	54151S	US	0	None	\$1,092.00	\$1,037.40	1	Destination	\$0.00	\$1,037.40
Subtotal \$36,776.88														

Line Description	Lead Time	Type	Contract	SIN	COO	Warranty	price	Qty	FOB	Shipping	Subtotal
3.0 Q-Matic Corporation BA1001 Business Analyst Hourly	6 Weeks	NEW	GS-35F-0311R	54151S	US	0	None	8	Destination	\$0.00	\$1,330.00
3.1 Q-Matic Corporation IN9090 Installation	6 Weeks	NEW	GS-35F-0311R	54151S	US	0	None	48	Destination	\$0.00	\$6,019.20
3.2 Q-Matic Corporation PM1001 Project Management Services Hourly	6 Weeks	NEW	GS-35F-0311R	54151S	US	0	None	24	Destination	\$0.00	\$3,602.40
3.3 Q-Matic Corporation SA1001 Systems Analyst Services Hourly	6 Weeks	NEW	GS-35F-0311R	54151S	US	0	None	56	Destination	\$0.00	\$8,778.00
3.4 Q-Matic Corporation SH9090 Shipping & Handling -? UPS Ground	6 Weeks	NEW	GS-35F-0311R	54151S	SE	6	Months	1	Destination	\$0.00	\$0.00
3.5 Q-Matic Corporation TR9087 Trainer Level II Hourly(Web Ex)	6 Weeks	NEW	GS-35F-0311R	54151S	US	0	None	12	Destination	\$0.00	\$1,881.00
3.6 Q-Matic Corporation TR9090 Travel Expenses	6 Weeks	NEW	GS-35F-0311R	54151S	US	0	None	2	Destination	\$0.00	\$4,000.00
Subtotal \$25,610.60											

Line Description	Lead Time	Type	Contract	SIN	COO	Warranty	price	Qty	FOB	Shipping	Subtotal
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Item #	Description	Quantity	Unit	Country	Lead Time	Price	Destination	Total Price
4.0	Q-Matic Corporation 10999611 CARE ORCHESTRA 7 PLUS	6 Weeks	NEW	US	1 Month	\$672.04	\$638.44 12 Destination	\$0.00
4.1	Q-Matic Corporation 20999450 CARE Hardware / Replacement	6 Weeks	NEW	SE	1 Month	\$743.57	\$706.39 12 Destination	\$0.00
4.2	Q-Matic Corporation SMS0500 SMS Services -? 5000 sms per year	6 Weeks	NEW	US	12 Months	\$7,500.00	\$7,125.00 1 Destination	\$0.00
4.3	Q-Matic Corporation 10999652 Managed Service; Large- Production Environment	6 Weeks	NEW	SE	1 Month	\$511.43	\$511.43 12 Destination	\$0.00
4.4	Q-Matic Corporation 10999650 Managed Service; Small- Test Environment	6 Weeks	NEW	SE	1 Month	\$207.14	\$207.14 12 Destination	\$0.00

Subtotal \$31,885.80

Shipping: \$0.00
Tax: \$0.00
Total: \$137,340.56

Technical Communities, Inc. (dba TestMart) hereby certifies that we have conducted a reasonable inquiry and believe that we are in full compliance with FAR rule 2019-009 and have implemented the prohibitions contained in section 889(a)(1)(B) of the National Defense Authorization Act (NDAA) for Fiscal Year 2019 including section 889(a)(1) and section 889(a)(1)(B).

TestMart would prefer an invoiceable payment method for this purchase. Please call (650) 794-3756 for questions about payment terms.

For all other assistance please call the Government Sales Team on (888) 665-2765 x3761

Thank you for choosing Technical Communities, Inc. d.b.a. TestMart!



Q-MATIC CORPORATION

AND

[]

**Q-MATIC CARE / SERVICE LEVEL AGREEMENT
CUSTOMER FLOW MANAGEMENT SYSTEM**

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APPENDICES:

Appendix 2.1	Services included
Appendix 2.2	The CFM System, the Applications and the locations of the Client
Appendix 5.2	Consultancy Rates
Appendix 5.3	Service Hours, Service Levels and Priority Definitions

QMATIC CARE AGREEMENT

1 Definitions

In this Agreement, the following definitions are used.

“Agreement” means this Agreement as well as the Appendices listed and attached hereto. Conflicts between the body of this Agreement and the Appendices shall be resolved as follows. The clauses of this Agreement shall prevail over the Appendices unless otherwise stated; Appendices shall prevail over other Appendices in numerical order.

“Application” means a single program of the supported software in this Agreement, listed in Appendix 2.2.

“Bug” means a condition where the CFM System does not perform to its specifications, e.g. by an error in the CFM System design, code or conflicts between Applications, which may lead to an Error.

“Case” means the reporting and logging of an Error by the Client to Qmatic.

“CFM System” means all the software (i.e. all the Applications) provided by Qmatic and licensed to the Client, listed in Appendix 2.2.

“Client” means the company that has purchased the CFM system and optional hardware warranty, and/or software maintenance & Help Desk Support.

“Effective Date” means the date this Agreement is entered into, as set out above.

“Error” means any event which is not part of the standard operation of the CFM System and which causes, or may cause, an interruption or a reduction in, the quality or the usability of the CFM System, such as identification of a Bug.

“Maintenance Service” means access to software patches and software upgrades as set out in clause 4.

“Party” means the Client or Qmatic, and **“Parties”** means the Client and Qmatic.

“Service” means the services provided by Qmatic under this Agreement, which includes Support Service and Maintenance Service.

“Service Hours” means the times which Qmatic is able to provide the Support Service, as set out in Appendix 5.2.

“Service Levels” means the time within Qmatic shall respond to a Case.

“Support Service” means off-site, and where applicable on-site, support as set out in clause 5.

"Qmatic" means the company which has developed the CFM System.

2 Qmatic's general obligations

- 2.1 Qmatic will, from the Effective Date, provide the Services as set out in this Agreement provided that these are marked "included" in Appendix 2.1.
- 2.2 The Service will be performed regarding the CFM System and the Applications as listed in Appendix 2.2, installed at the premises of the Client as listed in Appendix 2.2.
- 2.3 Qmatic will provide the Services in a professional manner with personnel who are suitable, qualified and skilled for the purpose.

3 The Client's general obligations

- 3.1 The Client is responsible for the following in order to obtain the Services agreed in this Agreement
 - (a) CFM System versions deployed by Client must match Service Provider's list of supported versions.
 - (b) Qmatic, in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement.
 - (c) Anti-virus solution must be in place, updated, with valid update subscription.
 - (d) Power surge protection must be provided for all covered computers and devices.
 - (e) Qmatic must be provided with convenient and timely access to the equipment (if applicable) covered under this Agreement including remote access, adequate working space and facilities within a reasonable distance of the equipment, and access to and use of all information, internal resources, and facilities determined necessary to service the equipment.
 - (f) The Client will be required to conduct preliminary diagnostic steps or provide additional information related to a support request, prior to a technician being dispatched to the Client's facilities.
 - (g) The Client must agree to assign one employee to be liaison or contact person to Service Provider in order to make communications between both parties effective.

4 The Maintenance Services

4.1 Access to software patches

4.1.1 The Maintenance Service includes releases of new minor CFM System versions (software patches).

4.1.2 A minor version is released to handle Bug fixes and/or to keep Applications up to date with new technology, e.g. support for new operating systems, new database versions or new browser applications or versions.

- (a) Minor releases are identified as x.1, x.2.
- (b) If not mentioned otherwise; the previous minor version is automatically withdrawn from the market when a new minor version is released.
- (c) Minor versions are only released for the latest major version of a software Application.
- (d) A minor version is compatible with the previous minor version and functionality in these remains. If a system has been customized for the Client then the compatibility cannot be guaranteed.
- (e) Technically it is possible to update only from the previous minor version for which Qmatic will provide the necessary tool(s) and information to do so.

4.1.3 The Client may choose to install a new minor version. If a Client chooses not to install a new minor version as advised by Qmatic, Qmatic's responsibility to support the Client in issues affected by that specific minor version ceases. If Qmatic and the Client disagree whether an issue is affected by a specific minor version or not, then Qmatic's view shall prevail.

4.2 Access to software upgrades

4.2.1 Maintenance Service includes releases of new major CFM System versions (software upgrades).

4.2.2 A major version is released when significant changes or/and new features are added to the CFM System.

- (a) Major versions are identified as 1.0, 2.0.
- (b) Technically it is only possible to upgrade from the latest release of the previous major release for which Qmatic will provide the necessary tool(s) and information to do so.

4.2.3 A Client that decides to install a new major version may choose to utilize Qmatic's services for installation. The cost of the installation (time and expenses) is then charged separately. If remote access can be used for installation then only the time will be charged.

4.3 Information about values and benefits of patches and upgrades

Information about values and benefits of patches and upgrades includes the following and is free of charge.

- (a) Qmatic will inform the Client when new minor and/or major versions of significant value for the Client are available.
- (b) Qmatic will inform the Client about the main values and benefits that the new minor and/or major versions offer.

4.4 Qmatic Care Plus for hardware

4.4.1 If an extension of the hardware coverage, as defined in the general agreement between Qmatic and the Client, is included in this Agreement, Qmatic will deliver the appropriate original manufacturer replacement system/parts for hardware replacement and labor (if necessary) once it is determined by Service Provider that the hardware component needs to be replaced or repaired. Prior to Qmatic sending an onsite technician, Client personnel must check all connections and attempt repair with the guidance of Help Desk technicians via telephone.

4.4.2 The Client shall notify Qmatic of product and serial number being replaced. Qmatic shall be responsible for the replacement of faulty hardware via UPS Express delivery from Qmatic. The Client must return faulty units to Service Provider within fifteen (15) days. Outside of the fifteen (15) day return period, the customer will be billed for the said faulty parts/components. Qmatic will pay for the return shipping cost of the faulty parts/components returned within fifteen (15) days by providing an authorized return label.

4.4.3 Qmatic does not provide any additional warranties, other than the original manufacturers warranty, for televisions, tablets, third party kiosks and/or computers/servers. Qmatic reserves the right to change the list of third party eligible for coverage at any time.

5 The Support Service

5.1 The Support Service includes unlimited off-site support by telephone, e-mail or the Qmatic Portal during the Service Hours, and includes the following Services:

- (a) Advice and guidance in response to Cases.
- (b) Identification of Bugs.
- (c) Diagnosis of Cases and problems.
- (d) Interrogation of known fault information and provision of avoidance actions where applicable.
- (e) Providing solutions (workarounds) to the extent possible.
- (f) Responding to a Case according to its priority.

- 5.2 Consultation (i.e. services not based upon a Case and an Error) is subject to consultation fees according to the prices specified in Appendix 5.2.
- 5.3 Availability (Service Hours), Service Levels and priority definitions for the Support Service are specified in Appendix 5.3.
- 5.4 Qmatic shall strive to respond to a raised Case according to the time (response time) as set out in Appendix 5.3. Qmatic shall strive to have a solution (a workaround) in place within the time (target workaround times), in accordance to the Case priority, as set out in Appendix 5.3.
- 5.5 The Client understands and hereby acknowledges that Qmatic can not guarantee that it will provide a workable solution for every Case within the target time. Qmatic will, however, use its best efforts in order to achieve these targets.
- 5.6 The Client acknowledges and agrees that Services required due to failures and/or cases caused by any of the following circumstances are not considered normal maintenance or support and are not covered under the Services of this Agreement.
- (a) Service and repair made necessary due to accidents, damage from fire originating outside of equipment, water, wind, earthquakes, lightning, terrorism, transporting equipment, vandalism, burglary, or similar circumstances.
 - (b) Service and repair made necessary by the alteration, modification or relocation of software and/or equipment other than that authorized by Qmatic.
 - (c) Service and repair made necessary by utilizing non-authorized supplies (i.e. tickets).
 - (d) Service and repair of damage or problems caused by neglect, malicious activity, or misuse including, without limitation, use of the CFM system.
 - (e) for purposes other than which it was designed, by the Client, its employees or third-party contractors.
 - (f) Service or repair due to electrical damage caused by electrical wiring at system location or resulting from electrical surges, sags, or spikes.
 - (g) Service and repair made necessary by bugs released by other software vendors, e.g. adverse effects from installing updates or service packs.
 - (h) Development work: All development work requested and approved by the Customer representative. Examples would include: writing reports, integration to third party applications, database maintenance, category and button name changes, Priority changes, Management screen changes, workstation script changes, script changes to include: ticket text, display text, e-mail text, pager text, video text, button script, calendar text, web text, staff text, alarm text, voice text, information display text, Q-Net script, card reader script, category script, multi-interface script.

- (i) Development work required when migrating to a new minor or major release. This may include recreating custom development that exists in the current version.
- (j) Resolving user generated input problems. (User inadvertently affects the data integrity which can only be resolved via technical intervention.)
- (k) Training and documentation material.
- (l) Training on any functionality within the application.
- (m) Operating system and database level security.
- (n) Disaster Recovery Service.
- (o) Support for self-upgrades.

6 Process to create a Case

- 6.1 If the Client experiences an Error the Client may report a Case.
- 6.2 All communication between the Client and Qmatic shall be conducted in the language of Qmatic, as stated in Appendix 5.3.
- 6.3 If the Client is provided with a web-based system to log Cases then that system shall be used for raising a Case. A Case is considered raised if and when all information required by the web-based system has been submitted.
- 6.4 If the Client is not provided with a web-based system to raise Cases then e-mails shall be used for raising a Case. A Case is considered raised when an e-mail including the following details has been received by Qmatic at support.us@qmatic.com or speaking to a Qmatic Support Technician by calling (800) 852-6768.
 - (a) Name, company, department and contact details of originator.
 - (b) Service Provider's internal reference number.
 - (c) Priority of the Case.
 - (d) Severity of the Case – number and type of end users impacted.
 - (e) The Case location - if applicable.
 - (f) The Case start time (date and time), i.e. when the Error was first noticed.
 - (g) Case description, with a history of the events leading up to the Case and any corrective measures already undertaken to resolve it – if applicable.
 - (h) Operating system used (for example, Windows XP, 7) if applicable.
 - (i) Whether the Case has occurred before.
 - (j) Any supporting documentation, such as screen shots, error logs, code listings, messages or other evidence of the fault.

7 Force Majeure

Neither Party shall be liable for a failure to perform any of its obligations under this Agreement due to any circumstance beyond its or its and subcontractors' reasonable control, which impedes or delays any of the Services to be performed hereunder or the payment thereof, including, but not limited to, the failure by any third party to perform its obligations, labor disputes, fire, war, general mobilization or unforeseen military mobilizations, requisition, seizure, acts or decisions of governments or authorities to a similar extent, requisition, insurrection and civil commotion, general shortage of materials, restrictions in the use of power and interruption in the supply of power.

8 Term and termination

8.1 This Agreement shall enter into effect on the Effective Date and shall thereafter remain in force until terminated by either Party.

8.2 This Agreement may be terminated at the anniversary date each calendar year by providing three (3) months prior written notice by either Party. I.e. if a written notification has not been received by either party by the 90th day prior to the anniversary date this Agreement shall auto renew.

8.3 Notwithstanding the above, this Agreement may be terminated at any time by a Party in the event of a substantial breach by the other Party and the failure of the defaulting Party to remedy such breach (if possible to remedy) within thirty (30) days after receipt of written notice from the non-defaulting Party requesting it to so remedy.

8.4 Notwithstanding the above, this Agreement may be terminated by Qmatic, at any time by observing a notice period of three (3) months if, due to a change in Qmatic's business, method of doing business, sale of certain business or assets or otherwise, it is not longer desirable for Qmatic to provide the Service hereunder. If this Agreement is terminated according to this clause, a partial fee based upon the number of months remaining to the anniversary date shall be repaid to the Client.

9 Price and payment

9.1 The Client shall pay Qmatic a set fee amounting to {\$xxx} for the term {xxx}. Qmatic shall have the right to adjust this fee and the prices listed in Appendix 5.2 on a yearly basis during the continuance of this Agreement.

9.2 The set fee shall be paid in advance each year.

10 Liability

- 10.1 In the event that liability for damages arises, provided that neither intentional conduct nor gross negligence has taken place, a Party shall not be liable for lost profits or other indirect damages or loss, including any liabilities in damages of the other Party to a third party.
 - 10.2 Qmatic is not liable for any loss of data. The Client shall always ensure that relevant data is subject to adequate backup copies.
 - 10.3 In any event, the liability of damages of a Party shall never exceed the total sum of the yearly fees paid under this Agreement.
 - 10.4 By authorizing the purchase of a maintenance agreement, through either a purchase order or a credit card payment, you acknowledge that you have read and agree to be bound by its terms and conditions.
-

APPENDIX 2.1 – SERVICES INCLUDED IN THIS AGREEMENT

This Agreement covers the Services marked as “included” below.

Maintenance Services	Described in chapter	Included / Not included
Access to patches	4.1	Included
Access to upgrades	4.2	Included
Information about values and benefits of patches and upgrades	4.3	Included
Qmatic Care Plus for hardware	4.4	Included

Support Services	Described in chapter	Included / Not included
Off-Site support	5	Included
On-Site support	5	Included

APPENDIX 2.2 - THE CFM SYSTEM, THE APPLICATIONS AND THE CLIENTS PREMISES

The table below lists the Client's CFM System and the Applications covered by this Agreement.

Qmatic will keep track of all changes these under this Agreement.

Software Application and Licenses

PART #	DESCRIPTION

Client locations covered by this Agreement:

{Location Information}

APPENDIX 5.2 - CONSULTANCY RATES

Qmatic will charge the following prices for consultation and on-site support where they apply.

Activity	Hourly rate in USD per started hour
Service provided for incidents not covered by maintenance agreement	\$190/hour during normal business hours; 7:00 am – 5:00 pm (hours billed = hours spent on site plus travel time)
After hours service provided for incidents not covered by maintenance agreement	\$245/hour (hours billed = hours spent on site plus travel time). After hours includes the hours of 5:01 pm – 6:59 am, weekends and local public holidays.
Development work	\$190/hour

Expenses

Expenses are charged based on actual costs. This includes direct travelling costs related to on-site support.

Invoice

Qmatic will send to the Client, at the end of each month, a monthly invoice based on effective performed working hours during that month.

Reporting

Qmatic will provide to the Client a detailed list of work done, results and a time-sheet when the Client is invoiced for consulting services.

Payment Conditions

Thirty (30) days from invoice date.

APPENDIX 5.3 - SERVICE HOURS, SERVICE LEVELS AND PRIORITY DEFINITIONS

Qmatic will provide the Support Service for the CFM System during the Service Hours and according the Service Levels as defined below.

Service Hours

Service Hours for help desk support (Eastern)*													
Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End
7:00 am	9:00 pm	7:00 am	9:00 pm	7:00 am	9:00 pm	7:00 am	9:00 pm	7:00 am	9:00 pm	00:00	00:00	00:00	00:00

*Plus on-call personnel outside of specified times

Service Levels

Service	Priority	Response Time (Service Hours)	Target Workaround Time (Service hours)
Service Support	1	Critical	1 hour to confirm case
	2	Major	2 hours
	3	Normal	4 hours
	4	Minor	4 hours

Priority definitions for Cases

Priority	Type	Description
1	Critical	<p>All CFM System services come to a total halt or if the CFM Systems functionality is affected in such a way that the system is no longer usable or crucial processes cannot be executed.</p> <p>Examples:</p> <ul style="list-style-type: none"> • CFM System services are not available for all branches • Data corrupted • System hangs indefinitely, causing unacceptable or indefinite delays for resources or response. • System repeatedly crashes
2	Major	<p>Any individual element of the CFM System service or infrastructure component failing. There is a partial workaround but the ability to maintain CFM Service is severely degraded.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Partial System or Application failure i.e. a severe fault or disturbance affecting an area of functionality, but not the CFM System service. • Severely downgraded performance due to failures in the CFM System hardware or software, for example, prolonged response times, poor performance in terms of email reaction and/or delivery time. • Case encountered with localized or isolated impact.
3	Normal	<p>Intermittent Cases encountered with minimal impact to CFM System service operations. These may be localized to individuals.</p> <p>There is a partial workaround but the ability to maintain CFM System services is slightly degraded.</p> <p>Examples:</p> <ul style="list-style-type: none"> • End users are experiencing a technical problem with CFM System services. • Multiple attempts are required to use or access CFM System services.
4	Minor	<p>Consultation on particular functions or configuration.</p> <p>Requests for documentation or information.</p>