

#5(a.)

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Maintenance Agreement

This agreement is made and entered into on this the 14th day of October, 20 08. By and between Integrated Data Services, hereinafter referred to as "Seller", with principal place of business in Sulphur Springs, Texas, and Polk County, hereinafter referred to as "Buyer", with its principal place of business in Livingston, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from October 1, 20 08 through September 30 20 09 and applies to the AS/400 (IBM i) based Imaging and indexing application software currently in use in the County Clerk's Office. This agreement does not include hardware support of any nature, nor support for any non-AS/400 based Imaging package.
2. During the term of this contract, Seller agrees
 - a. To correct any errors found in the software system.
 - b. To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement.
 - c. To provide the Buyer telephone support to assist in the productive use of the software systems.
 - d. To provide bimonthly on-site One-day visits including travel expenses.
 - e. To provide up to ten (10) hours of off-site contract coding during the month. This is in addition to the on-site visits. Unused hours may not be accumulated.
3. In consideration of the above mentioned services, Buyer will pay the sum of \$800 per month. Such fee shall be paid by the first (1st) day of each month. Fee shall be paid in cash to Seller at Sulphur Springs, Hopkins County, Texas.
4. Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates and expenses in return for other services rendered

Integrated Data Services

By: David W. Wilder
David W. Wilder, President

Polk County - County Clerk

By: John D. Kaupps
Polk County Judge

By: Santana Middleton
Polk County Clerk