

GENESIS SYSTEMS, INC.
SUPPORT AND MAINTENANCE AGREEMENT

This software Support and Maintenance Agreement (the "Agreement") is between Genesis Systems, Inc. ("GENESIS"), 2400 Park Drive, Suite 102, Harrisburg, Pennsylvania, 17110, and the City of San Antonio, (the "City" or the "Department") effective as of the effective date of the City's Integration Agreement for Annual Contract for Vital Records Management System RFCSP No. 23-102; 6100016954 (the "Effective Date") and as set out therein.

1. Support Services/Definitions:

a. For the fees listed herein, Genesis shall provide Telephone Support, Functional Corrections, Performance Corrections, and Software Updates.

b. *Software:* Software supplied by GENESIS includes but is not limited to the modules selected below:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> WebLE | <input type="checkbox"/> WebMARManager | <input type="checkbox"/> WebITOP-Facility |
| <input checked="" type="checkbox"/> WebEBC-Facility | <input type="checkbox"/> WebDIV-Facility | <input type="checkbox"/> WebITOP-Manager |
| <input checked="" type="checkbox"/> WebEBC-Manager | <input type="checkbox"/> WebDIV-Manager | <input checked="" type="checkbox"/> Web Fee & Issuance |
| <input checked="" type="checkbox"/> WebEDC-Facility | <input type="checkbox"/> WebEFDR-Facility | <input type="checkbox"/> Genesis Interoperability
Module (GIM) |
| <input checked="" type="checkbox"/> WebEDC-Manager | <input type="checkbox"/> WebEFDR-Manager | |
| <input type="checkbox"/> WebMAR-Facility | | |

c. *Telephone Support:* Calls received during normal support hours (Monday through Friday, 9:00 AM to 7:00 PM, EST) are answered directly by a support technician. The support technician will assign an event number. If a support technician is not immediately available, the call will be placed in a callback queue, with a priority rating as determined by the Technical Support Manager. The priority rating will be highest for issues causing non-operability of the software with the lowest priority given to aesthetic issues. Every effort will be made to have the support issue addressed within two hours of the original call. Calls received after normal support hours are received by an automated answering system, which notifies a support technician. The support technician will return the call as soon as possible.

d. *Technical Support:* Operator error (i.e., turning off the computer at the wrong time) or hardware failure under some circumstances can cause physical damage to the data stored by the program. In these cases, the data file must be physically repaired so that as much data as possible can be recovered. This work or any other work that requires one of our technicians to use a keyboard to make changes to the GENESIS software files on a customer's or client's system is defined as technical support. Technical support also includes telecommunications support where GENESIS technicians connect with the facility via Virtual Private Network (VPN) connections, Glance, or any other remote connection to transfer files, free up hard drive space,

etc. All assistance provided, regarding the configuring of reports and screens, with respect to Drag-It is categorized as technical support. Technical Support will be billed at Genesis' current hourly rates as set forth herein at Appendix B.

* The diagnosis of a problem(s) will be determined to be either Telephone Support or Technical Support depending on the type of effort required by a support technician to diagnosis the problem(s). Such determination shall be made solely by Genesis Systems, Inc.

e. *Basic Function:* The basic function of the software is specified in the design documents.

f. *Functional Correction:* A functional correction is a modification to the software implemented to make the software perform its basic function in accordance with the design specifications. Functional corrections relate to corrections of the software, which are necessary to provide accurate data entry, accurate printing, and accurate data transfer.

g. *Performance Correction:* A performance correction is a modification to the software implemented to correct a feature of the software that is not directly related to impairment of basic function. A performance correction is indicated if the software is not operating as intended by GENESIS or as detailed in the design specifications but the variance does not have direct impact on the basic function of the software (i.e., data capture, certificate printing and data transfer). These corrections are distinct from functional corrections in that a performance correction is not required for the software to fulfill its basic function of data capture, accurate printing of the certificate and accurate transmission of the data function.

h. *Functional Change:* A functional change involves modifications to the software made necessary by changes required by Laws, Regulations, Internal Procedures etc., changes in the Client's mainframe database, or changes in other destination databases. Functional changes are required to permit the software to continue to fulfill its basic function in the light of other external changes. Functional changes require additional design specifications that detail the necessary modifications and which in combination with existing specifications become the new design document.

i. *Performance Change:* A performance change is a modification to the software implemented to improve an existing feature of the software that is not directly related to basic function. Performance changes are primarily made to satisfy preferences, improve efficiency, or to improve the ease of use of the software. Performance changes affect how the software operates but are not required for the software to continue to fulfill its basic function.

j. *Enhancement:* An enhancement to the program is the addition of a feature beyond the original design. Enhancements are usually added from time to time as suggestions are received from existing installations. Enhancements add to the usefulness of the program but are not required to allow the program to fulfill its basic function. Enhancements add features to the software that were not already there. Enhancements are limited to changes in the existing product operation on the same computer and accessed from the same main menu as the existing software.

k. *Software Update:* A software update is a new version of the software containing functional corrections or performance corrections. An update either corrects an existing defect (functional or performance) or provides a change needed to allow the software to continue to fulfill its basic function.

l. *Software Upgrade:* A software upgrade is a new version of the software containing functional changes, enhancements and/or performance changes. An upgrade is not necessary for the software to continue to fulfill its basic function. Upgrades are not provided as part of this Support Agreement, and will be accomplished only through the Change Order and Acceptance Process.

m. Distribution of functional corrections and performance corrections will be at the expense of GENESIS.

2. **Support Level.** GENESIS shall provide **telephone support** based on the Plan and Level selected by the Customer:

Plan Options

GOLD PLAN – Unlimited 24/7-telephone support of GENESIS supplied software as described herein. Incoming calls between 9:00 AM and 7:00 PM Eastern Standard Time during the business day period are answered directly by a technical support specialist. After hours, our on call support specialist responds to calls within 2 hours of the original call. Technical support, or programmers or systems analyst or database administrator's time to perform development and/or coding to resolve reported issues not included in paragraph 1 a., will be billed at GENESIS current hourly rate. If prepaid hours are available, they will be reduced by the actual hours used.

SILVER PLAN – Unlimited 24/5-business day telephone support of GENESIS supplied software as described herein including functional corrections and performance corrections. Incoming calls between 9:00 AM and 7:00 PM Eastern Standard Time during the business day period are answered directly by a technical support specialist. After hours, our on call support specialist responds to calls within 2 hours of the original call. Technical support, or programmers or systems analyst or database administrator's time to perform development and/or coding to resolve reported issues not included in paragraph 1 a., will be billed at GENESIS current hourly rate. If prepaid hours are available, they will be reduced by the actual hours used.

BRONZE PLAN – Limited business day telephone support between 9:00 AM and 7:00 PM Eastern Standard Time of GENESIS supplied software as described herein. Technical support, or programmers or systems analyst or database administrator's time to perform development and/or coding to resolve reported issues not included in paragraph 1 a., will be billed at GENESIS current hourly rate. If prepaid hours are available, they will be reduced by the actual hours used.

Level Options

TIER 1 – This level of support is defined as direct calls originating from an End User of the GENESIS software product. In this capacity GENESIS will offer the corresponding support as stated in the customers selected Support Plan Option to the end user of the software product who directly contacts GENESIS technical support.

TIER 2 – This level of support is defined as direct calls originating from the customer as defined by this Agreement. In this capacity, the customer will take direct calls from the end user of the GENESIS software product. GENESIS will offer the corresponding support as stated in the customers' selected Support Plan Option only to the Customer and not directly to the End User.

Telephone support will be provided to locations as outlined in Appendix A.

3. The Customer has selected the following Plan and Level support options for the GENESIS supplied software.

Plan Option: (select one)

- ☐ Gold Plan
- ☒ Silver Plan
- ☐ Bronze Plan

Level Option: (select one)

- ☐ Tier 1
- ☒ Tier 2

- 4. Notification and Cooperation.** Customer shall promptly notify GENESIS of all circumstances requiring support. Such notice shall detail the name of person requesting support, the installation name, serial number of the Software, the circumstance, the conditions under which it occurred and, if known, its source. Customer shall cooperate in all reasonable ways with GENESIS, including by providing such access, computer time information, equipment, staff and facilities as may be reasonably necessary to identify, reproduce and remedy the circumstances.
- 5. Issue Resolution.** In the event that the customer determines that the Technical Support Staff that is assisting them is unable to resolve the issue to the Customer's satisfaction, Customer may escalate the issue to the Technical Support Supervisor for satisfactory resolution. In the event the Customer determines that the Technical Support staff Supervisor is unable to resolve the issue to Customer's satisfaction, Customer may escalate the issue to Genesis' senior management for full resolution of the issue.
- 6. Taxes.** Customer shall pay all international, federal, state or local tariffs, duties, withholdings and taxes (other than taxes on GENESIS' net income), including and without limitation, sales, use, excise, privilege, ad valorem and property taxes, or amounts in lieu thereof, based on the products, their use or any services performed hereunder, whether such tariffs, duties or taxes are now or hereafter imposed by said jurisdictions, except to the extent that Customer is exempt from such taxes.
- 7. Termination.** GENESIS may terminate this Agreement, and renewal, for any of the

following:

(a) Failure to pay the support fee; (b) Failure to pay any outstanding debt owed by the Customer to GENESIS under this, or any other agreement with GENESIS; or (c) Upon ninety days prior notice GENESIS may at any time discontinue support.

8. Warranty.

a. All new software development performed by GENESIS is warranted for ninety (90) days after the new development is installed at the End User site ("Initial Warranty Period"). During this time any defect found in the software that requires correction (either functional or performance as defined above and whether related to the new development or not) will be corrected at no charge for either the work required to correct the software or the distribution of the resulting update. Once the Initial Warranty Period has expired, GENESIS reserves the right to charge for work done to make and distribute functional or performance corrections unless such work and distribution is covered by a Support Agreement that has been continuously in effect since the expiration of the Initial Warranty Period.

b. GENESIS warrants that in the event that no recovery can be affected on a support call, the Customer will not be billed for the time spent attempting recovery. Except as provided in paragraph 8a of this agreement, GENESIS does not guarantee that any service/product that it provides to the Customer will be effective and therefore does not warrant any of the services/products provided under this Agreement. GENESIS shall have no liability TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS under this Agreement to Customer or any other party for any loss or damage including, without limiting the generality of the foregoing, any general, incidental, indirect, special, or consequential damages, resulting from the failure of GENESIS to comply with any warranties set forth in this Agreement.

c. **TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS GENESIS' WARRANTY IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS IN NO EVENT SHALL GENESIS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOST DATA OR COMPUTER HARDWARE OR SOFTWARE DAMAGE, FAILURE OR MALFUNCTION.**

d. Customer agrees that all data transmissions, searches, requests or queries to or from the database shall be through Genesis' proprietary software only. Genesis shall have the right to audit, at its own expense, all inputs and outputs of the database. Any transmission of data or any searches, requests or queries to or from the database by means other than Genesis' proprietary software or other means approved by Genesis in writing shall immediately void the warranty granted hereunder and relieve Genesis of any liability if

support services cannot be successfully provided.

- e. Neither this Section 9, nor this Agreement as a whole, shall result in any limitation of liability for personal injury or death resulting from the fault of GENESIS, its employees or agents. Additionally, GENESIS shall be responsible for physical hardware damage caused by the fault of GENESIS, its employees, or its agents in making repairs to data files or software, except in the limited circumstances where GENESIS has explained there is reasonable risk of such damage and obtained the Department's or facility's written permission to proceed relative to the location of the equipment (Customer or facility) in the specific instance.
9. **Waivers.** The failure or delay of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach, after demand for strict performance.
10. **Entire Agreement.** The City's Integration Agreement for Annual Contract for Vital Records Management System RFCSP No. 23-102; 6100016954 and this Agreement, as set out therein, constitutes the entire Agreement between the parties and supersedes all previous Agreements and understanding relating to the work. The Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both parties.
11. **Interpretation.** To the fullest extent possible each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared void or unenforceable for particular facts or circumstance, such provision shall remain in full force and effect for all other facts and circumstances. If any provision of this Agreement is declared entirely void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.
12. **Fee.** The Fee for the term of this Agreement shall be as stated in Attachment D, Price Schedule, of the Contract.
13. **Term.** The Term of this Agreement is as indicated in Article 2, Term, of City's Integration Agreement for Annual Contract for Vital Records Management System RFCSP No. 23-102; 6100016954.

APPENDIX A

LISTING OF FACILITIES/LOCATIONS TO BE SERVED

APPENDIX B

Staff Pricing Schedule as of 1/1/2023

Staff Title	Location	Hourly Rate US Dollars
Subject Matter Specialist	Genesis	\$379.50
Project Director	Genesis	\$258.75
Project Manager	Genesis	\$287.50
Business Analyst	Genesis	\$264.50
SQL Database Administrator	Genesis	\$230.00
Oracle Database Administrator	Genesis	\$299.00
Sr. Web Programmer	Genesis	\$281.75
Jr. Web Programmer	Genesis	\$264.50
Sr. Citrix Technicians	Genesis	\$247.25
Jr. Citrix Technicians	Genesis	\$230.00
Sr. Programmer	Genesis	\$218.50
Jr. Programmer	Genesis	\$207.00
Network Engineer	Genesis	\$250.00
Operator	Genesis	\$201.25
Testing Technician	Genesis	\$161.00
Help Desk Analyst	Genesis	\$161.00
Documentation Specialist	Genesis	\$241.50
Assistant Documentation Analyst	Genesis	\$138.00
Project Trainer	Genesis	\$241.50
Assistant Trainer	Genesis	\$161.00
Data Entry Specialist	Genesis	\$120.75
NON-CUSTOMER TECHNICAL SUPPORT	1 ST HOUR OF TECHNICAL SUPPORT (2 HOUR MINIMUM)	\$379.50
All additional Technical Support Services		Billable at the above hourly rates for the technicians involved

On-site travel and subsistence costs, if approved in advance and in writing in accordance with City policy, are in addition to the above referenced rates