



17825 EDISON AVENUE CHESTERFIELD, MO 63005
 P: (636) 386-8400 F: (636) 386-3072

SERVICE AGREEMENT INVOICE

Invoice Number: C102439

Invoice Date: 02/25/2016

Bill To: VERMILION COUNTY HEALTH DEPARTMENT
 200 SOUTH COLLEGE STREET SUITE A
 DANVILLE, IL 61832

Customer: VERMILION COUNTY HEALTH DEPARTMENT
 200 SOUTH COLLEGE STREET SUITE A
 DANVILLE, IL 61832

Agreement Bill Code	Payment Terms	Due Date	Status	
SOFTWARE SUPPORT AGREEMENT	DUE UPON RECEIPT	02/25/2016	Pending payment (Proposed)	
Agreement Number	Contact	P.O. Number	Start Date	Exp. Date
56124-04	MELISSA ROME 217-431-2662 X 246		04/01/2016	03/31/2017
Remarks				

Detail:

Items included under this maintenance agreement

Item Description	Serial Number	Base Charge	Location
ASSET MANAGER SOFTWARE	696000011		VERMILION COUNTY HEALTH DEPARTMENT 200 SOUTH COLLEGE STREET SUITE A DANVILLE, IL 61832
ELLIOTT CLINIC MANAGER	696000011		VERMILION COUNTY HEALTH DEPARTMENT 200 SOUTH COLLEGE STREET SUITE A DANVILLE, IL 61832
EMERGENCY EVENT MANAGER SOFTWARE	696000011		VERMILION COUNTY HEALTH DEPARTMENT 200 SOUTH COLLEGE STREET SUITE A DANVILLE, IL 61832
MOBILE SOLUTIONS HANDHELD SOFTWARE	T9F1340C-C626-7938		VERMILION COUNTY HEALTH DEPARTMENT 200 SOUTH COLLEGE STREET SUITE A DANVILLE, IL 61832
WEBID WORKSTATION SOFTWARE LICENSE	PS60021637		VERMILION COUNTY HEALTH DEPARTMENT 200 SOUTH COLLEGE STREET SUITE A DANVILLE, IL 61832

INCLUDED SERVICES:

- Priority access to technical support for covered items
- Remote support services for software listed
- Version updates for software listed

CUSTOMER RESPONSIBILITY:

- Remote access to system for diagnostics & efficient support (VPN/RDP Preferred)
- Maintenance of any support software infrastructure (Windows, SQL, .Net, etc.)

ELLIOTT DATA SYSTEMS MIDWEST, INC.
SOFTWARE MAINTENANCE AGREEMENT

ELLIOTT DATA SYSTEMS, INC. ("Elliott") and Customer agree to the following terms and conditions whereby Elliott shall provide and the Customer shall pay for software maintenance services as specified in this Service Agreement. This Service Agreement shall be effective for the period stated on the face of this document.

1. Software Maintenance includes all calls for tele-support, remote support if applicable, and utility and maintenance software upgrades, including revisions.
2. As part of the service, Elliott will repair or provide the appropriate patches, updates, code changes to repair any identified "bugs" or defects in the software.
3. This agreement does not cover service as a result of fire, water, storm, negligence or misuse, power failures, current fluctuations, lighting surges, general "acts of God", misuse, unauthorized modification, computer viruses, or damages to the integrity of the system caused by site personnel or other third party systems. Specification changes, alterations or addition of attachments may require a change in maintenance charges.
4. Hardware service is not included in this agreement, including but not limited to re-installation due to customer provided hardware failure or replacement.
5. Any hardware services needed will be provided at established rates and will be rendered during Elliott's regular business hours. Regular business hours are Monday-Friday, 8:00 a.m. to 5:00 p.m. CST.
6. In the event that software support services are needed after business hours or on a Saturday, Sunday, or Elliott holiday, a quote for services will be issued at our established rates for non-business hour services.
7. On-site service, when required, authorized and rendered on additional equipment not covered by this agreement, will be quoted at established rates.
8. Support of software not supplied by Elliott is not covered under the terms of this agreement. This includes operating systems and databases such as "Windows", "Windows Server", "Microsoft SQL", "Microsoft Access", or others.
9. Elliott shall not be liable for the loss of use of any of the items in Covered Product(s) or for any loss or damage occasioned by such loss of use or by any failure of any software/hardware to perform properly. Elliott's liability hereunder shall be limited to the repair or replacement of any parts of items of covered product(s).
10. Term - the term is as shown on the previous page of this document. This agreement will not automatically renew.
11. Access to Software - Customer shall permit reasonable access to the covered software and shall provide without charge to Elliott. This may include physical or electronic access such as VPN and/or the use of remote diagnostic tools such as "WebEx" or "Log Me In". Disallowing access to software may result in work that is out of scope and additional charges.
12. Termination for default - Either party may terminate this agreement in the event of default by the other party, in addition to all other rights and remedies arising from such default, upon thirty (30) days prior written notice to the other party and where the defaulting party has failed to cure the default within the notice period. In the event of default by Elliott, credit for remainder of contract period will be refunded within ninety (90) days.
13. Entire Agreement: amendments - This Agreement represents the complete agreement between the parties with respect to the subject matter hereof and supersedes any contemporaneous or prior written or oral understandings or agreements with respect hereto. This Agreement may not be altered or modified except by writing signed by both parties. This Agreement shall prevail in the event of any inconsistencies with the terms and conditions contained in a purchase order or other document provided.

ELLIOTT DATA SYSTEMS, INC.

Amber England

Amber England, Contract Administrator

DATE: 02/25/2016

Invoice SubTotal	\$1,295.00
Tax:	\$0.00
Invoice Total	\$1,295.00
Balance Due Before Due Date:	\$1,295.00
Balance Due After Start Date:	\$1,359.75

SUBJECT TO ALL THE TERMS, CONDITIONS AND LIMITATIONS INCORPORATED BY REFERENCE AS SHOWN ON FINAL PAGE OF THIS DOCUMENT.

This is your Elliott Data Systems Service Agreement. Payment represents acceptance of terms, conditions and limitations expressed in this agreement.

AGREEMENT NOT VALID UNTIL PAID IN FULL.

P 630373*

Amber England