



**Issue:** A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH ANDREWS TECHNOLOGY HMS, INC. FOR TIME AND ATTENDANCE SOFTWARE

**Date:** April 29, 2022

**Submitted By:** Jennifer Evans, Director of Finance

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### **Background**

The vendor for our new ERP system has been selected by staff and we are now in the contract review and negotiation phase. The vendor we have selected uses a third party for the time and attendance portion of the system. This third party, Andrews Technology HMS, Inc., is able to integrate with our current software.

### **Analysis**

Staff is unsatisfied with our current time and attendance solution. Since Andrews Technology is able to integrate with our current payroll system, we will be able to implement this solution ahead of implementation of the entire ERP system. This way, staff can familiarize themselves with this component alone.

### **Recommendation**

Staff recommends the passage of this resolution.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH ANDREWS TECHNOLOGY HMS, INC. FOR TIME AND ATTENDANCE SOFTWARE.**

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**WHEREAS** The City is currently engaged in Contract negotiations the selected firm for the City's new Enterprise Resource Planning ("ERP") system; and

**WHEREAS** the selected firm utilizes a third party, Andrews Technology HMS, Inc., for the employee time and attendance component of the ERP system; and

**WHEREAS** staff is requesting that the City begin utilizing the system provided by Andrews Technology HMS, Inc. ahead of the implementation of the ERP system because Andrews Technology HMS, Inc. is able to integrate with the City's current payroll system allowing staff more time to become familiar with the system prior to the implementation of the full ERP system; and

**WHEREAS** City Council desires to authorize the execution of the Contract, attached hereto as "Resolution Exhibit A," for the purpose described herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:**

**SECTION 1:** The City Administrator, or designee, is hereby authorized to execute the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A," with Andrews Technology HMS, Inc. Said Contract shall be in substantially similar form as the document attached hereto as "Resolution Exhibit A."

**SECTION 2:** The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

**SECTION 3:** This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

**[Remainder of Page intentionally left blank. Signature Page follows.]**

**RESOLUTION NO. 2022-054**

**ADOPTED BY THE CITY COUNCIL THIS 9th DAY OF MAY 2022.**

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
PRESIDING OFFICER

**APPROVED BY THE MAYOR.**

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
DATE OF APPROVAL

\_\_\_\_\_  
CITY ATTORNEY

**ANDREWS TECHNOLOGY**  
**NOVATIME TIME & ATTENDANCE PROJECT**  
**Statement of Work**

**Prepared for City of Nixa**  
**April 29<sup>th</sup>, 2022**

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**Andrews Technology - Overall Statement of Responsibility**

Andrews Technology has **complete responsibility** for the following:

- Delivery of System as described on the Andrews Technology Novatime Order Form
- Installation of Novatime Web Based Software on Novatime Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of BS&A Interface
- Unlimited Training of all Administrators and Supervisors
  - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period(s)
- Unparalleled Customer Satisfaction During all of the Above
- Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")
  - Includes all software licenses as shown on the Andrews Technology Purchase Order Form –(See Exhibit A).
  - Advanced Scheduling Configuration for up to 200 employees.
  - Installation of 7 NT7000Lite Time Clocks with Pin Entry

## **Andrews Technology** **Master Customer Agreement**

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This Master Customer Agreement (called the "Agreement") and its applicable Transaction Documents along with the above Description of Responsibilities and Exhibits are the complete Agreement regarding the products and services provided by Andrews Technology to City of Nixa.

### **Definitions**

**Transaction Document** is any document including, but not limited to the: "Master Customer Agreement"; "Statement of Work"; "Project Plan"; "Payment Schedule" and "Maintenance Agreement" that requires execution to be effective.

**Change Order** is a document completed by both of us that authorizes a change to a Transaction Document or Statement of Work.

**Discovery** is a process performed to define a Statement of Work.

**Deliverable** is any item, specified in a Transaction Document or Statement of Work, which we provide (Software, Hardware, Documentation, Training, Reports or Materials, Etc.).

**Materials** are work products such as programs, program listings, programming tools, documentation, reports, and drawings. The term "Materials" does not include Program Products, but does include modifications of a Program Product.

**Product** is a machine, its features, elements, cables, or accessories, or any combination thereof or a program product. The term "Product" includes the documentation required to install, support, use, and maintain the product.

**Program Product** is a commercially available software product and the documentation required to install, support, use, and maintain it. City of Nixa is the licensee (Andrews Technology is not the licensee.).

**Services** are technical work that we perform to complete a Statement of Work or the delivery of customer offerings. Deliverables may result from such work.

**Statement of Work** is a detailed list of tasks to be performed during the implementation of a project.

**Changes to the Master Agreement, Project Plan or Statement of Work:** Any modification of the above including, but not limited to, additional project phases, changes in system design or timeline, after execution below, will be considered a change in the agreement. Any such change may only be modified by a Change Order, which both of us must sign prior to performed services. Any such changes may affect the estimated schedule, payments, and other terms.

### **Our Relationship**

**Mutual Responsibilities:** Each of us agrees that under this Agreement:

- All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be done under a signed Non-Disclosure Agreement;
- Each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;

**Your other responsibilities:** You agree to do the following:

- To not assign or otherwise transfer, this Agreement, without our prior written consent;
- To provide us with sufficient, free and safe access to your facilities for us to fulfill our obligations

### **Personnel**

Each of us will authorize a person to represent us in all matters concerning this Agreement. These representatives will be available throughout the term of this Agreement. Each of us will 1) address all notices to the other's representative and 2) promptly notify the other in writing if this person is replaced.

You agree to not hire or attempt to hire any Andrews Technology employee on either a temporary or permanent basis, either directly or through a third party, without the express written consent of Andrews Technology.

### **Ownership and Proprietary Rights**

Notwithstanding anything to the contrary stated herein, no transfer is made to Customer of any ownership to or proprietary rights in the Licensed Products, software programs, software interfaces and Documentation, and all copies of the Licensed Products, software programs, software interfaces and Documentation, including modifications by Andrews Technology contained in customized versions and related software. Customer shall NOT have any right to copy any Licensed Products, software programs, software interfaces and Documentation for use, sale, sublicensing, distribution or any other purpose.

### **Compliance with Laws**

You agree to comply, and assist us in complying, with all applicable 1) Federal, State, and local laws and regulations and 2) building codes, ordinances, and standards as such laws and regulations relate to the City's performance under this Agreement.

### **Prices, Payment, and Taxes**

You will pay to Andrews Technology the price reflected in City of Nixa Response Form. Payment is due on the dates agreed. Annual Maintenance after year one will be billed directly from Andrews Technology to the City of Nixa.

Charges for services outside of the scope of the Customer Master Agreement; Project Plan and Statement of Work are billed at a rate of \$225/hour including travel. Our payment terms are – Due upon receipt of invoice.

You agree to pay all transportation charges as required by the project and mutually agreed upon for the shipment of Equipment and Program Products (if applicable) to the location you specify.

Occasionally a manufacturer will charge us "rework" charges if a configuration is changed after a certain point in the manufacturing cycle. We will make every effort to avoid rework charges on your behalf. If rework charges are incurred due to configuration changes requested by you, these charges will be passed on to you. You will be notified in advance of such charges.

A service charge of 1½% per month will be added to all past due balances.

#### **Termination**

We may terminate this agreement or associated document for non-payment upon providing thirty days written notice. Otherwise, a Statement of Work terminates when our obligations under it are met.

You may terminate this Agreement effective upon the completion of the Statement of Work.

Customer may terminate the agreement if it does not appropriate funding to continue the use of Novatime, or related services. To so terminate, Customer must give Andrews Technology written notice of the non-appropriation at least 90 days before the next annual billing following the non-appropriation. Customer may also terminate for cause. Andrews Technology will be provided a 90 day cure period to resolve any identified issues to prevent the termination.

Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees.

#### **Electronic Communications**

Each of us may communicate with the other by electronic means. Each of us agrees that email and respective attachments when accepted by return email are binding.

#### **Governing Law**

The laws of the State of Missouri govern this Agreement. Any legal action brought under this agreement shall be brought only in the State of Missouri.

Agreed to: City of Nixa

Agreed to: Andrews Technology

By: \_\_\_\_\_  
Authorized signature

By: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_  
City of Nixa

Date: \_\_\_\_\_  
Andrews Technology

# **STATEMENT OF WORK**

## **ANDREWS TECHNOLOGY – DELIVERABLES**

As per the electronically attached "Order Form – Exhibit A", Andrews Technology has the following responsibilities throughout the three phased Project Plan as described above:

### **Software Phase**

- Delivery of Software as described on Andrews Technology Purchase Order Form
- Installation of Novatime Web Based Software on Novatime Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of BS&A Interface
- Unlimited Training of all Administrators and Supervisors Associated with Phase I
  - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

### **Hardware Phase – (7 NT7000Lite Pin Entry Terminals)**

- Delivery of Wall Mounted Hardware
- Installation of Hardware
- Unlimited Training of all Administrators and Supervisors Associated with Phase II
  - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

### **Go Live Phase**

- Unlimited Training of all Administrators and Supervisors Associated with Phase III
  - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

### **Ongoing System Maintenance** (see "Maintenance Agreement – Exhibit B")

- Includes all hardware and software listed on Andrews Technology Purchase Order Form(s)



### **Other Andrews Technology Installation Responsibilities**

To ensure an optimally performing Novatime System, Andrews Technology will perform the following:

- Provide a person who will function as the Project Manager, responsible for securing and scheduling resources for City of Nixa.
- Verify that all hardware and technology readiness checks have been completed.
- If necessary, recommend a Network Readiness and Performance Assessment to ascertain what improvements are required to provide sufficient response time.
- Understand any other applications that will reside on the database server, and discuss any performance implications.
- Advise the customer of any conditions, which, in the opinion of Andrews Technology, will reduce the performance of the Novatime System.
- Provide server configuration assistance as requested.

### **Customer Installation Responsibilities**

- Schedule personnel for appropriate Andrews Technology training classes to be held at a central customer site or via the web.
- Unless otherwise specified on the order form, Customer is responsible for any ethernet cabling/jacks, phone lines, power and surge suppression at the terminal locations, unless otherwise noted.
- Provide a Customer Project Manager whose responsibilities include but are not limited to:
  - Participate in periodic meetings and status conference calls.
  - Review and approve all Project Plan Phases.
- Andrews Technology will need a completed pay rules questionnaire addressing specific pay policies, basic work rules and overtime limits. Andrews Technology must receive the completed document within three (3) weeks of scheduled installation date. The pay rules survey establishes the baseline rules used to initialize the Novatime system. During the Implementation Phase you will have an opportunity to test your baseline rules.
- Provide Andrews Technology with payroll contact information for interfacing to the payroll system, if applicable.
- Work with your Andrews Technology project leader to verify communications to all terminals.

- Provide Andrews Technology access to the appropriate resources during all phases.
- Provide appropriate resources to test the Novatime System to the System Specification.
- Sign-off that the Software Phase Responsibilities have been completed.
- Sign-off that the Hardware Phase Responsibilities have been completed. (If Applicable)
- Sign-off that the Go Live Phase Responsibilities have been completed.

### **Professional Services Overview**

#### **Payroll Rules Questionnaire:**

The purpose of this document is to assist your payroll staff in defining the rules and regulations that govern your labor cost management requirements. This survey is also used as a guideline for Andrews Technology to custom configure your Novatime system. Your staff members responsible for payroll and work regulations should complete this. Your Andrews Technology Representative will guide you through this survey and Andrews Technology technical staff members will answer any questions that you may have.

#### **Employee File Creation:**

City of Nixa is responsible for the creation of an employee import file. The content of which will be discussed with your assigned Andrews Technology project leader.

#### **Software Configuration and Programming**

Once your Payroll Rules Questionnaire and Employee File are created, your Novatime software will be configured to meet your specifications. During Phase I, test data will be entered and test reports will be generated and validated. This will be a thorough process. Modifications will be made as required.

#### **Ethernet Cable/Phone Line Installation (Not Applicable)**

City of Nixa is responsible for the installation of all Ethernet cable and jacks and phone lines/jacks. Andrews Technology can assist you by providing information regarding the correct type of communications cable and proven installation techniques to insure error free transfer of punch data from the terminal to your Novatime software. If POE is an identified requirement, Ethernet Jacks would not be necessary and Andrews Technology would design and implementation work accordingly.

#### **Software Installation:**

As soon as all of Andrews Technology' minimum system support requirements have been met, our Installation Team will arrive on-site and install the software. Communications will be tested between the server and terminal(s) after the customer installs the hardware.

**Software Training:**

The next aspect of the Implementation Phase of the project is the training of the key users and supervisors. Arrangements should be made to allow for uninterrupted training. This ensures that the quality of the training received is the highest possible. All training will be central site (at the customer's main office or via the web). City of Nixa is responsible for notifying all attendees of their assigned class schedule. All software training for key users and supervisors is **unlimited** in availability. (See below for more information)

**Hardware Trainer:** Andrews Technology upon completion of software installation will train the customer's Installer as to how to install and program selected terminals. (Not Applicable)

**Implementation Testing and Adjustments:**

Once the hardware and software is installed, programming and configuration of the system will be tested and adjustments may be made. Any changes that need to be made which vary from the pay rules survey will be identified as a change order item and may be billed on a time and materials basis. It is highly recommended that City of Nixa run a parallel test for one (1) to two (2) pay periods. This gives the Novatime key users and supervisors time to familiarize themselves with the operation of the new software, as well as, develop new ways for management information review.

**Interface Installation and Training:**

The BS&A interface should be reviewed by the project leaders from both teams to determine if any modifications are required. The BS&A interface is an existing Novatime interface. The BS&A interface will be tested and is 100% guaranteed to work in accordance with the customer's application specifications.

## **Software Training Overview**

### **Key User Training**

Suggested Attendees: Payroll Manager, HR Manager, Supervisor/Administrative Assistant

#### **Course Description – Initial Training For Key Users**

This session will last for approximately six hours at your facility after the installation of the software. The class is intended to provide participants with an understanding of how to maintain employee records and schedules, setup supervisor's privileges and accounts, edit timesheets and process reports. This course also provides key users with an understanding of pay period operations that are necessary for keeping track of and managing employee time and labor data, as well as accessing and interpreting pay period based reports.

#### **Course Description – Follow-up Training for Key Users**

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be for the previously trained employees and will last from two to four (2 to 4) hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no additional charge.

### **Supervisor Training**

Suggested Attendees: Supervisors and Supervisor Assistants

#### **Course Description- Initial Supervisor Training**

This course provides participants with an understanding of the daily operations that are necessary for keeping track of and managing employee time and labor data. This includes providing information needed to build and maintain individual and group schedules. Procedures will be covered for the standard client and the Supervisor and Employee Web Services. This training is available at the customer's central site or via the web. Class size should not exceed 12 students per class (maximum 2 hours per class). Supervisors are expected to train their employees on the use of Employee Web Services (if appropriate). Andrews Technology will train supervisors as to how to train their employees how to use biometric terminals. Andrews Technology has full responsibility for training employees on the use of all data collection technology (EWS/Swipe/Biometric).

#### **Course Description – Follow-up Training for Supervisors**

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be a refresher for previously trained employees, and an introduction for supervisors not yet trained. The class will last from two to four hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no charge. Our quote includes 24/7/365 support and unlimited onsite and webex training/support.

## **Statement Of Work Phase Completion Sign-Off**

When a Phase is complete, a meeting of both implementation teams is held. At this meeting, the system is signed off as being complete for all areas of responsibility as addressed in the Statement of Work.

### **Software Phase Sign-Off**

Agreed to: City of Nixa

Agreed to: Andrews Technology

By: \_\_\_\_\_  
Authorized signature

By: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

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Name (type or print):

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_  
City of Nixa

Date: \_\_\_\_\_  
Andrews Technology

### **Hardware Phase Sign-Off**

Agreed to: City of Nixa

Agreed to: Andrews Technology

By: \_\_\_\_\_  
Authorized signature

By: \_\_\_\_\_  
Authorized signature

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Date: \_\_\_\_\_  
City of Nixa

Date: \_\_\_\_\_  
Andrews Technology

### **Go Live Phase Sign-Off**

Agreed to: City of Nixa

Agreed to: Andrews Technology

By: \_\_\_\_\_  
Authorized signature

By: \_\_\_\_\_  
Authorized signature

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Title

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Title

Date: \_\_\_\_\_  
City of Nixa

Date: \_\_\_\_\_  
Andrews Technology



1213 Culbreth Drive  
Wilmington, NC 28405

[sales@andrewstechnology.net](mailto:sales@andrewstechnology.net)

(800) 319-8096 Fax: (516) 674-8119



**EXHIBIT A - VENDOR HOSTED ORDER FORM**

<b>Invoice To:</b>	City of Nixa	<b>Hosted By:</b>	Vendor	
<b>Ship To:</b>	TBD	<b>Terms:</b>	3 Year Term	
<b>Account Executive:</b>	Jamie Blundell		100% Upon Execution	

  

Qty	Description	Item	Monthly
<b>Novatime Web-Based Time &amp; Attendance System</b>			
250	Novatime Web-Based Time & Attendance Software	\$3.00	\$750
250	Employee Web Services (PC Entry, Smart Phone Applications)	Included	Included
35	Supervisor/Administrator Module: Approval/Reporting/Review/Modification	\$5.00	\$175
1	<b>BS&amp;A Payroll Interface (Guaranteed Interface)</b>	<b>Existing</b>	<b>Existing</b>
1	Electronic In-Out Board	Included	Included
1	Labor Tracking (Activity Based Reporting - 8 Levels)	Included	Included
1	Standard Supply & Demand Scheduling Module	Included	Included
1	Accrual Module (Includes Sick, Vacation, Personal, etc.)	Included	Included
1	Notification Module	Included	Included
1	Affordable Care Act Module	Included	Included
250	FMLA Case Tracking Module	\$1	\$250
1	Novatime Hosted SFTP Site	\$50	\$50
1	Advanced Scheduling Manager (up to 200 employees)	\$700	Optional
<b>Monthly Total</b>			<b>\$1,225</b>
7	12 Month Vendor Hosting Total		\$14,700
7	NT7000Lite Pin Entry Terminal	\$1,000	\$7,000
7	NT7000Lite Ethernet Module	Included	Included
	Implementation		\$14,425
	Annual Maintenance	\$3,154/yr	\$3,154
	Sales Tax		TBD
<b>12 Month System Total</b>			<b>\$ 39,279</b>
<b>One Time Implementation Fees</b>			
	Initial Planning Session	Included	
	Rules Questionnaire Assistance	Included	
	Install Novatime Web-Based Software	Included	
	Install Payroll Rules and Employee File	Included	
	<b>Unlimited Administrative/Supervisor Training</b>	Included	
	Configure Advanced Scheduling	Included	
	Program Hardware	Included	
	Install Hardware	Customer	
	System Test/Go Live	Included	
<b>Total One Time Fees</b>		<b>\$ 14,425</b>	

Customer Authorization \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Andrews Technology HMS, Inc. \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

## **Exhibit B - Maintenance Agreement**

Execution below entitles City of Nixa (the "Customer") to full maintenance coverage provided by Andrews Technology ("Vendor") for the attached time and attendance system for 5 years from the date of execution below. This agreement is renewed automatically every 5 years unless advised by the Customer in writing no less than thirty days prior to the 5 year anniversary of the date of execution of this agreement.

Maintenance coverage is all inclusive and is described in more detail below:

- On-Site Maintenance includes the following features:
  - All technicians are dispatched locally
  - Service is available 24 hours-a-day; seven days-a-week.
  - Customer's assigned technical team can be reached directly by cell phone 24/7.
  - Toll-Free support is available as a back-up to direct contact with assigned technical team.
  - On-site support is available.
  - Machine replacement is next day provided call received prior to 2:00pm.
  - Parts replacement is next day provided call is received prior to 2:00pm as mentioned above.
  - Customer is responsible for annually completing brief "Customer Satisfaction Survey" to determine assigned technician's performance regarding above standards.
- Hardware depot maintenance. Vendor will overnight the customer a replacement device. The Customer is responsible for sending the failing device back to the Vendor.
- Labor
- Hardware upgrades
- Software upgrades
- Toll-free online support
- On-line support

If the customer elects not to execute this document, and therefore be covered on a time and materials basis, the customer is responsible for all machine and parts replacements. The Vendor's hourly rate for service, including travel, is \$225 per hour (two hour minimum). Hardware and software upgrades are chargeable to the Customer when not covered under maintenance contract.

### Maintenance Terms

**WARRANTEE:** Vendor warrants the listed products to be free from defects in material and workmanship, and perform in material respects in accordance with the system specifications (or equivalent) document under normal use for the Warranty Period of 90 days. The term of this agreement will begin after the expiration of the warranty, run for a term of five years from such date, and continue for subsequent five-year terms thereafter until terminated. After the first 5 year term, maintenance will be billed at the applicable rate at that time.

MAINTENANCE COVERAGE: 1 Year of software and equipment support for the products listed above will be provided by Vendor to maintain proper functioning of the entire system and the replacement of malfunctioning devices. This signed agreement provides unlimited remote telephone and/or internet support, covering any questions with the configuration or operation of the system. Software updates or patches of the installed version will be provided on a need, or request, basis at no additional charge.

SUPPORT TERMS: Support is available twenty-four hours a day; seven days a week except holidays. Without a support contract, service will be billed at the prevailing hourly rate. In this instance, there will be a one hour minimum per phone call for support and two hours minimum for on-site service including travel.

PRICE INCREASES: The annual maintenance charges will not exceed the consumer price index in place at the time of the announced increase.

LIMITS OF LIABILITY: Failure due to customer alteration of equipment with which the above products are connected, moving or altering of the software or equipment, and/or any problems caused by such actions are not covered under this agreement and are subject to billing at the prevailing hourly rate. This agreement does not cover accidents, misuse, theft, power failure/surge, lightning or storm, or other casualties. The unserviceability of the products will be solely determined by the Vendor. This agreement is not valid until properly signed by the Customer's authorized agent and the Vendor, and may not be amended unless approved by both parties, in writing, and signed by a duly authorized officer of both parties. This agreement may be canceled by either party upon 30 days written notice. Terms are net, paid yearly in advance and renewed each year at the prevailing rates. Additional equipment, or software, may be added by the customer providing written notification. In no situation, will the Vendor, or its employees, be held responsible for any loss incurred pertaining to the use, misuse, or failure of the above-mentioned products and or services.

Agreed to: City of Nixa

Agreed to: Andrews Technology

By: \_\_\_\_\_  
Authorized signature

By: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

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Date: \_\_\_\_\_  
City of Nixa

Date: \_\_\_\_\_  
Andrews Technology